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Supplementary Information

Oral intervention from Saugeen Ojibway Nation

In the Matter of

Ontario Power Generation Inc.

Proposed Environmental Impact Statement
for OPG's Deep Geological Repository
(DGR) Project for Low and Intermediate
Level Waste

Joint Review Panel

September 16 to October 12, 2013

Renseignements supplémentaires

Intervention orale par Saugeen Ojibway Nation

À l'égard de

Ontario Power Generation Inc.

Étude proposée pour l'énoncé des incidences
environnementales pour l'Installation de
stockage de déchets radioactifs à faible et
moyenne activité dans des couches géologiques
profondes

Commission d'examen conjoint

16 septembre au 12 octobre 2013

AFFIDAVIT OF RANDALL KAHGEE

I, **RANDALL KAHGEE**, Chief of the Chippewas of Saugeen First Nation, in the Province of Ontario, MAKE OATH AND SAY:

1. My name is Randall Kahgee, I am a member of the Chippewas of Saugeen First Nation in Ontario. I live on the communal lands of Saugeen, known as Saugeen First Nation Reserve #29. I am the elected Chief of Saugeen and have been for over 6 years. I also sit as the Chief for Saugeen in a Joint Council with the Chippewas of Nawash Unceded First Nation. Together the two First Nations act as the Saugeen Ojibway Nations (“SON”). In my capacity as Chief of Saugeen and as a member of the Joint Council of SON, I have personal knowledge of the matters to which I hereinafter depose, except where stated to be on information and belief, and to these last said matters, I verily believe them to be true.
2. I first became aware of OPG’s proposed deep geologic repository for low and intermediate level nuclear wastes (the “DGR Project” or the “Project”) in approximately 2003. At the time, I was acting as legal counsel to SON on a variety of matters. The DGR Project is proposed to be built at the current Bruce Nuclear Site which is located in the heart of SON Traditional Territory.¹
3. I have been involved in all aspects of SON’s involvement with the DGR Project since that time, including many internal technical meetings with SON leadership, legal counsel and technical advisors, community meetings at both Saugeen and Nawash, meetings with provincial and federal government representatives, and meetings with

¹ Appended hereto as Exhibit “A”.

Ontario Power Generation (“OPG”) and the Nuclear Waste Management Organization (“NWMO”).

4. I have also made submissions relating to the DGR Project, and related projects, at various regulatory proceedings, including at the Joint Panel Review hearings on the OPG’s application to build new reactors at its Darlington facility, the Bruce Nuclear Generation Station restart application review and hearings relating to Bruce Power’s proposal to transport and recycle decommissioned steam generators.
5. Over this time I have heard and communicated one key message – the DGR Project has the potential to cause tremendous harm to SON’s Rights, interests and way of life and this Project cannot go ahead unless these risks are fully assessed and our people understand and accept them. The Project will change our Territory and our peoples’ future forever and it is inconceivable that the DGR Project could go ahead without the acceptance and support of our people.

The Saugeen Ojibway Nation are the People of this Place

6. The Saugeen Ojibway Nations and our ancestors are the Anishnabek people of the Great Lakes region. Our creation story tells us that our People originate here, from an island called Michilimackinac in the strait between Lake Huron and Lake Michigan.
7. We have lived and relied on our Traditional Territory (the Anishinaabe-aki) since time immemorial. SON Traditional Territory extends east from what we now call Lake Huron to the Nottawasaga River and south from the tip of the Bruce Peninsula (or “Saugeen Peninsula”) to the Maitland River system, 11 miles south of Goderich. Our Traditional waters around these lands include the lakebed of Lake Huron from the shore to the international boundary with the United States and the lakebed of

Georgian Bay to the halfway point. Our Territory has been recognized by governments and proponents in various agreements and otherwise.²

8. The grave sites of our ancestors can be found throughout our Territory. Still today, our dead are brought back to this land to be buried. Our ancestors are buried on the very site on which the DGR Project is planned to be built. We refer to this site as “Jiibegmegoong”. The site was disturbed in the 1950’s and remains were removed. These remains were returned to the burial site in 1998 and agreements have been reached between SON and Bruce Power to allow our members to visit the site for ceremonial purposes.
9. Within our territory, the Saugeen Ojibway Nations occupy large, unceded reserves (which we refer to as our communal lands) bordering Lake Huron and Georgian Bay, resulting from our Treaties with the Crown. We enjoy exclusive use and occupation of those lands, and they are critical to sustaining our future. They house our residential communities and places of high cultural and spiritual importance. They are an important ground for our subsistence fishing, as well as for our hunting and our gathering. They are the base for many current and future economic opportunities, including a commercial fishery and valuable recreational properties.
10. SON also enjoy the exclusive use of a large hunting reserve in the northern part of the Saugeen Peninsula.

The Treaties

11. SON continue to have and exercise Aboriginal and Treaty rights throughout our Territory. Our Aboriginal and Treaty rights reflect our unique historical, cultural and

² Our Territorial map has been attached to agreements with Ontario Power Generation Inc., Bruce Power Inc., the Ministry of Energy and Infrastructure on behalf of the Government of Ontario, and others. Our map hangs on the wall of the visitor’s centre at the Bruce Nuclear facility.

spiritual relationship to the territory and our special relationship with the Crown. Over the years, our people have signed many treaties with the Crown³.

12. Our relationship with the Crown is based on our Treaties, which are solemn agreements between our people and the governments of the time to share access to the land and preserve peace, and protect our way of life as Aboriginal people within our Territory.
13. The Royal Proclamation of 1763 constituted a promise by the Crown to protect Aboriginal lands, including our territory, from encroachment by non-Aboriginal settlers. The Proclamation was issued at a time when Aboriginal people held the balance of power in the Great Lakes region, and was a recognition of Aboriginal ownership of our territory as a pre-existing interest that co-existed with any assertion of Crown “Sovereignty”.
14. In 1764, Crown representatives met with more than 1,500 of our Anishnabek Chiefs and Warriors, including SON representatives, at Niagara Falls. Here, the Royal Proclamation was explained as a fundamental commitment to treat Aboriginal peoples with honour and justice. It was explained that the Crown would only require the “eastern corner” of the Great Lakes, and that the Anishnabek would flourish with the British as their allies. After days of meetings, the first Treaty between our People and the Crown was entered into as an agreement between equals and for mutual benefit. The Treaty of Niagara was sealed by the delivery of two wampum belts, and became sacred and inviolable.
15. After the Treaty of Niagara, SON ancestors signed other Treaties with the Crown respecting our Territory. Two major Treaties signed in 1836 and 1854 recognize our rights throughout our Territory and set aside our large unceded communal lands for our exclusive use and occupation.

³ A compendium of which is appended hereto as Exhibit “B”. Also, the history of our early treaties was neatly summarized by Justice Linden in his Report of the Ipperwash Inquiry, 2007, vol. 1

16. Treaty 45½ was signed in 1836 under the threat of ever increasing encroachment by non-Aboriginal settlers and the Government's professed inability to prevent it. SON ancestors agreed to a surrender of 1.5 million acres of our lands south of the Saugeen Peninsula, in return for, among other things, a promise by the Crown that it would protect the Saugeen Peninsula and surrounding islands and fisheries from further encroachment.
17. In 1854, Treaty 72 was signed under similar circumstances and with the same promises by the Crown. By Treaty 72, the majority of land on the Saugeen Peninsula was surrendered with the exception of our Communal lands.
18. By signing Treaties, our ancestors never intended to become subjects of the Crown, or to surrender their authority over the land. Our Treaties were not intended to, and did not, sever our connection to our Territory, or give up our right to be sustained by our lands, waters and resources.
19. Despite the context of duress under which we signed our Treaties, or the Crown's continuing failure to honour the promises and obligations they contain, our Treaties fundamentally recognize our special relationship with the Crown and our Aboriginal and Treaty rights throughout our territory.
20. Our Treaties create enduring relationships between SON and the Crown. Their words, and the understandings on which they were based, are recognized and affirmed by Canada's Constitution and continue to have the full force of law in Ontario and Canada, and their importance has been recognized in international law.

Historical and Continued Use of the Territory

21. Our identity as an Aboriginal people grows out of our relationship and connection to our Territory. Our people have a fundamental and unbroken connection to our

Territory, and we continue to depend on our lands for our survival economically, culturally and spiritually. We continue to define ourselves as a people through our connection to our lands.

22. Our people have occupied and relied on our Territory for their physical, cultural and spiritual survival since time immemorial. Our place on the land and in our waters was recognized by the Crown through our many treaties. This has been recognized by OPG in their work relating to the DGR Project, and affirmed and documented in their environmental impact statement (the "EIS").⁴ Our place on the land has been recognized and affirmed in many agreements with governments and proponents, including the agreement to constitute the Joint Review Panel for the current review.⁵

23. Our constant use and reliance on our Territory for our livelihood and our cultural and spiritual survival is well documented. It was explicitly recognized in the historic legal case of *R. v. Jones and Nadjiwon*:

The undisputed historical evidence led by the defence here has established that for centuries prior to the arrival of European settlers, the Saugeen Ojibway had occupied a vast area of what is now southwestern Ontario, encompassing all of what was known as the Saugeen, now the Bruce Peninsula, and including the area south of Georgian Bay and extending west to the eastern shore of Lake Huron. The Ojibway in that area were involved in a very productive fishery from, as is said, time immemorial. Specifically, the evidence established that they made use of numerous fishing stations on both sides of the peninsula, including the islands immediately offshore from the present Saugeen Ojibway reserves located at Cape Croker on the east side and Saugeen on the west. Their fishing was not prosecuted by individual fishermen merely to feed their own families, but rather was a community-based, collective activity in which the benefits were shared amongst the members of the community generally and directed to the subsistence of the group as a whole. Moreover, the Crown concedes, their fishing operation is accurately described as "commercial" in nature. Not only did the native groups trade among themselves, but after the arrival of the Europeans, fish was bartered with the fur traders for what became essential items. The trade developed further with the growing population of

⁴ OPG Environmental Impact Statement, March 2011, section 6.9.3

⁵ Appended hereto as Exhibits "C", "D" and "E".

settlers and became an essential source of the band's "sustenance". The continuity of the exercise of the right from the very distant past to the present was established.⁶

24. Our ancestors used and occupied the Anishinaabe-aki historically, and we continue to do so today. Our territory consists of everything integral to life - the lands, rivers, lake, winds, grass, people, animals and fish. The Anishinaabe-aki has sustained our People physically and spiritually for countless generations, and must continue to do so far into the future.
25. Our Elders have recently given their account of our history on the land in testimony that will support our legal claims to assert title and aboriginal rights within our Territory. Over many days, our Elders recounted an oral history of our historical and ongoing use of and reliance on the Territory, as well as the place names by which we know our lands and waters⁷.
26. We use and occupy the Anishinaabe-aki now as our ancestors did, in a variety of ways and for many purposes, including hunting, fishing and gathering for sustenance, healing, cultural and trade purposes. It is the source of our identity as Aboriginal people, and the base for our cultural activities and spiritual ceremonies. We rely on its resources to support ourselves economically. We continue to exercise governance functions and stewardship, in order to protect the Territory and ensure its ongoing ability to sustain our people.
27. Despite the constant encroachment of our lands by industry and European and other settlers over the last many centuries, our people have fought to maintain our connection to the land and our culture and our traditional practices. We have fought

⁶ *R. v. Jones and Nadjiwon* (1993) O.R. (3d) 421 (Ont. Prov. Ct.) See also: Report of the Royal Commission on Aboriginal Peoples: Restructuring the Relationship Volume vol. 2 at p 462

⁷ Appended hereto as Exhibit "F": Keeshig Direct (Tab 2) at 51; Keeshig Cross (Tab 1) 225; 493-494; 495-97; Ted Johnston Cross (Tab 3) at 19; 153-167; Shawbedees Direct (Tab 5) at 47-48; Shawbedees Cross (Tab 4) at 47-48; 76; 262-263; 363; Nadjiwon Direct (Tab 8), at 45-46; Nadjiwon Cross (Tab 7), at 443-445; Ross Johnston Direct (Tab 9) at 63-64.

for the protection and space so that we can preserve our Territory and culture and so that we can strengthen our traditional practices and allow our future generations to continue those.

28. Still today, our communities rely on our Territory for our economic survival. Our people have always been a fishing peoples. This history is well documented and culminated in the recognition of our Treaty right to a commercial fishery in *R. v. Jones and Nadjiwon*.⁸
29. Our people have continuously relied on the waters of Lake Huron and Georgian Bay to make a living. Although government action has sometimes pushed our commercial and sustenance fishing to the brink of collapse, we have persevered.⁹
30. Councillor Paul Jones, of the Nawash Unceded First Nation, has told the long story of our SON fishery in an affidavit. I will not repeat his story, but I will say that our people have fought as hard as any peoples in the history of this country to have our rights recognized and protected, and to protect the resource so that it will be able to sustain us far into the future. It is with great pride that our people can say we have saved our fishery and can now hope to restore it to its central place in our lives.
31. As part of our ongoing efforts to protect the Territory and protect our peoples right to use and rely on the Territory as they always have, we have entered into protection

⁸ *Supra*

⁹ Appended hereto as Exhibit "F", Tab 5: Recently, an SON Elder described our decades long fight for rights, and specifically, our right to a commercial fishery as: "And we would like the same thing [self-government], but one of these days that door - we keep knocking on that door and it's going to fall down. The hinges ain't going to take it. We've been pounding on that door for 150 years or more. We may have given up some of our land but we never gave it all up. A lot of us right across the country have never given it all up, and yet laws are made for us to lose more and more. And I think it's about time that both governments gives us the respect that we deserve, if you expect some of us to respect your way of thinking. Remember - we did not know Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday. We did not know two feet, six inches, a meter in those days. We kept what our people thought they needed to survive. And the lake and the fisheries are our survival. Resources, they've been depleted, but not by my people, but by other people. And we're only asking for our fair share."

agreements with the government of Ontario. In 2010, SON and the Ministry of Energy and Infrastructure in Right of the Ontario entered into an agreement that created mechanisms to protect SON rights and interests from impacts caused by new energy projects (the “MEI Agreement”).

32. The MEI Agreement also commits SON and Ontario to carry out a landmark study to map and understand SON historical, ongoing and future uses of its Territory. Such an initiative has never been carried out, and the results will constitute both a repository of our history and use of land, as well as a road map for the Territory and our future within it.
33. Under the terms of the MEI Agreement, the study – called the Natural and Cultural Values Study (or “NCVS”) – will include in its scope the historical, current and future aspects of SON uses of land, water and resources within the area for spiritual and cultural purposes; SON harvesting for both traditional and sustenance purposes, and commercial purposes; and other economic purposes consistent with SON’s historical reliance on the territory to support its culture.¹⁰
34. Importantly, the results of the NCVS will be used as the basis for ongoing consultation efforts between SON and government respecting future energy development initiatives. It will also be the basis for SON engagement with planners and energy developers and will help inform decisions respecting future projects within the area. Prior to any decisions respecting certain critical energy development initiatives (e.g. major transmission projects on the Saugeen Peninsula or off-shore renewable energy development) SON and Ontario have agreed to enter into a consultation process that would, among other things, consider the results of the NCVS.¹¹

¹⁰ MEI Agreement, section 24 (appended hereto as Exhibit “C”).

¹¹ MEI Agreement, sections 25, 28, 30 and 31 (appended hereto as Exhibit “C”).

35. SON and Ontario have engaged researchers from the University of Guelph to carry out preliminary scoping work for the study. A draft proposal is now before the parties. Ontario and SON are still in discussions about securing the appropriate funding, which Ontario has committed to doing under the terms of our Agreement.¹² We expect that once these administrative issues are finalized, our Study will begin.
36. Until this study is completed, and we have a systematic and complete survey of the historical, current and future uses by SON of the Territory, it is impossible to gauge the breadth of impacts a project like the DGR Project could have on SON Rights and interests. It is deeply troubling that Ontario would allow its major energy development corporation to proceed with plans as significant as the DGR Project, with significant potential to impact our rights and interests and use of land far into the future, before this collaborative study has been completed or even before preliminary results have been achieved. It is my belief that this is inconsistent with the legal commitments of our Agreement.
37. Over the course of the last several years, SON has undertaken extensive research to document our historical occupation of our Territory, and our historical and ongoing uses of the Territory. This work will be presented in a series of reports, that will be the first systematic documentation of many of the uses of and relationship to the Territory by our people. We expect that these reports will be completed soon, and could be used to support ongoing engagement between SON, governments and proponents to understand the potential risks and harms of proposed projects and initiatives, like the DGR Project.¹³
38. Since the time of *R. v. Jones and Nadjiwon*, we have negotiated a number of agreements with the Government of Ontario to recognize our rights to the fishery in these waters and protect the fishery for our continued use¹⁴.

¹² MEI Agreement, s. 27 (appended hereto as Exhibit "C").

¹³ This work has been undertaken in support of title claims currently before the courts.

¹⁴ These are documented in the Affidavit of Paul Jones, August 15, 2013 (appended hereto as

39. In January 2013, we signed a substantive agreement with Ontario that not only protects the fishery, but puts mechanisms in place to help SON rebuild its fishery and return it to its central place in our economy and culture. The history that led to this agreement, as well as the terms of the agreement and the efforts that SON and Ontario have committed to, and begun, to rebuild the SON fishery are recounted in the affidavit of Paul Jones¹⁵.
40. Our communities also rely on our Territory as the basis of our tourism and recreational economy. Both Saugeen and Nawash have thriving tourism economies which only stand to become more important with time.
41. Nawash has approximately 500 cottages for lease along the shore of the Georgian Bay, which can rent for as much as \$1,000 per week during peak season. Nawash also operates the Cape Croker Indian Park camping grounds. Park rates range from roughly \$40 per night for campsites and \$65 for cabins. Last year, the Park accommodated more than 5,000 overnight campers. Last year, from all tourism sources Nawash generated roughly \$1-million in personal income.
42. Saugeen communal lands contain the vast majority of what is referred to as Sauble Beach, one of the premier beach locations and tourism attractions in Ontario. This area draws hundreds of thousands of visitors each year, from which our community derives significant benefit. Saugeen intends to increase the value of these resources to our people and economy in the future, and to ensure that this is done in a way that is integrated into the vision of our communities.
43. Saugeen also has a large number of recreational properties that it leases to seasonal residents. Currently, Saugeen has over 1,200 leases that bring in significant revenue to our community that we rely on to provide capacity and services for our people.

Exhibit "G".
¹⁵ *Supra*

The revenues from our leasing business represent over 30% of Saugeen's annual budget, in addition to over \$30-million in private income. Any threat to this would be catastrophic for our community.

44. Most significantly, however, our people and communities rely on our Territory for our cultural identity – the Saugeen Ojibway people and our culture cannot be separated from this place. Professor Darlene Johnston, a Nawash member, gave extensive testimony at the Ipperwash Inquiry into the killing of Dudley George. During her testimony she spoke of the connection between our people and the land. Justice Linden summarizes her testimony:

Professor Johnston explained the connection between totemic identity and the soul that remains with the body. The Aboriginal people in the Great Lakes area have a totemic or clan system that is patrilineal. Children are born into the clan or dodaim of their father. The Anishnabek belong to clans such as the Beaver, Crane, and Caribou. They believe they derive from animals. In Aboriginal culture, there is an “interconnection...between people and animals” and “the land”. The dodaim or totemic identity is inscribed on the grave posts rather than the personal name of the deceased.¹⁶

45. Professor Johnston concluded her testimony simply with: “for the Anishnaabeg, the Great Lakes region is more than geography. It is a spiritual landscape.”¹⁷
46. I have spent my whole life listening to my Elders. I have spent many many hours listening to my community as their Chief and I know this – if we were every required to leave our Territory, if our lands and water could no longer sustain us, it would be the end of us as a people. We have no other place to go. And if our people start to fear developments in the Territory, if we become anxious about the safety of our lands and waters, if we develop a dread of accident in the future – a deep and fundamental connection will be severed. It will be a deadly blow to our cultural existence.

¹⁶ Linden, Report of the Ipperwash Inquiry, 2007, Volume 1, at p.24

¹⁷ *Ibid.*

Protecting our Territory and Our Rights, Interests and Way of Life

47. It is for this basic reason that SON leadership has taken such extraordinary steps, since before the time of treaty until the present day, to protect our Territory, and our Rights and interests within our Territory. We have made clear what our Rights and obligations are within our Territory and we have committed enormous resources and time to ensuring that those are respected.
48. The rights recognized in our Treaties are not frozen or predetermined. They evolve to allow us to exercise our essential rights and practice our way of life as Aboriginal Peoples in a modern context.
49. Fundamentally, our Aboriginal and Treaty rights entitle us to be sustained as Aboriginal Peoples by the lands, waters and resources of our territory, and to protect our territory to ensure that it will be able to sustain us far into the future. These Rights include a right to autonomy, self determine our own future within our Territory.
50. SON asserts that, at a minimum, our Aboriginal and Treaty rights include the following:
 - a) The right to continue to be a distinct people living within our territory.
 - b) The right to maintain our culture, language and way of life.
 - c) The right to be sustained by our lands, waters and resources.
 - d) The right to the exclusive use and occupation of our Communal lands.
 - e) The right to continued use of all of our territory.
 - f) The right to harvest for sustenance, cultural, and livelihood purposes.
 - g) The right to be meaningfully involved in decisions that will affect our territory so that we can protect our way of life for many generations to come.
 - h) The right to be the stewards of our territory.

51. SON rights include valuable commercial fishing rights in Lake Huron and Georgian Bay. These rights were recognized and confirmed in *R. v. Jones and Nadjiwan*. As described above, and in the affidavit of Paul Jones, our commercial fishing rights are of a central and growing importance to us culturally, as well as economically.
52. We have entered into other agreements with Ontario that recognize and protect our rights within the Territory from risks posed by development, including nuclear. In 2007 we learned of a proposal by Hydro One Networks Inc. (“Hydro One”) to develop a new transmission line along the Bruce to Milton corridor, which connects our Territory to the demand centres to the south. The line was designed to enable the continued and expanded nuclear generation at the Bruce Nuclear facility, as well as expanded power generation from many renewable energy projects throughout our Territory. At the same time in 2007, the Ontario Power Authority issued its 20 year plan for energy supply and demand for Ontario – the Integrated Power Supply Plan (the “IPSP”).
53. The IPSP set out a dramatic plan for increased industrialization of our Territory for electrical energy generation purposes. An expansion of nuclear generation, over 1400 MWs of wind energy, off-shore wind development off our shores and adjacent to our most fertile fishing grounds, and a new transmission line running up the Saugeen Peninsula from Owen Sound to the Tobemory.
54. SON appeared before the Ontario Energy Board on both the review of Hydro One’s Bruce to Milton transmission line application and OPA’s IPSP review. In both applications we made the basic submissions that none of these projects should proceed until the impacts on SON Rights and interests are fully understood, and appropriate accommodations are reached. We argued that this could only be achieved through an full consultation and accomodation process between SON and the Crown – here, the Government of Ontario.

55. This led to two years of negotiations between SON and the Ministry of Energy and Infrastructure on behalf of Ontario, with the hope of arriving at an accommodation agreement that would ensure the protection of our Territory and our Rights . In January, 2010, we entered into an historic agreement which, we believe, has gone a significant way towards achieving the goal of protecting our place on the land in the face of future energy development.
56. The MEI Agreement contains many protections, including creating expectations that energy developers will engage with SON to ensure proposed projects are developed in a way that respects and protects of SON Rights and interests. The agreement specifically addresses key concerns relating to transmission infrastructure development on the Saugeen Peninsula and future development of off-shore energy projects in SON traditional waters.
57. The agreement also addresses the special challenges posed by nuclear developments in our Territory. Specifically, the agreement addresses decisions regarding nuclear developments within the Territory and recognizes that these must be addressed and that Ontario and others must come to the table with SON to resolve them. The agreement states that:
 33. SON has expressed concern about the history, current operations and future of the Bruce Nuclear site. The Parties agree that the resolution of these issues is complex and will require the participation of multiple parties, including SON, Ontario, Canada, Bruce Power, Ontario Power Generation and the Nuclear Waste Management Organization based on their respective authorities and roles.
 34. The Parties recognize that a consultation and accomodation process is the appropriate mechanism for addressing the future of nuclear projects and facilities in Anishnaabekiing and that the process may include consideration of concerns relating to existing projects.
 35. The Minister agrees to be a party to a consultation and accommodation process established between SON, Canada and other federal agencies around the future of nuclear projects and facilities in Anishnaabekiing,

focused on those matters for which Ontario has jurisdiction, responsibilities or a role in decision-making.

58. I believe the current decisions being made in connection with the DGR Project, and more broadly, strategic level decisions about nuclear waste management issues within our Territory, are precisely the matters that are contemplated in our agreement with Ontario. I believe that all responsible parties, including the governments of Canada and Ontario, OPG and NWMO must deal with us honourably under law and our agreement to resolve these matters, and that these decisions must not be made without our deep and central involvement.

The DGR Project and the Nuclear Waste Problem in our Territory

59. We have known about and had deep concerns about the nuclear wastes problems in our Territory for many many years. It has been a consistent worry to our people, and in the last few years, our people have become increasingly worried that decisions are being made without our involvement – a continuation of terrible history of our peoples exclusion from decisions that have fundamentally changed our Territory.
60. In the 1960's, decisions were made to build a nuclear facility at Douglas Point. This was a project by Ontario Hydro, of which Ontario Power Generation is a successor. Those decisions, which first brought nuclear industrialization to our Territory and changed it forever, were made without any consultation or involvement of our people whatsoever. It is from these early decisions that our current nuclear waste problems originate.
61. These problems were compounded immeasurably by another decision made without any involvement or consultation with our people – the decision to develop the Western Waste Management Facility (the “WWMF”) at the Bruce Nuclear site in 1974. The WWMF is the central repository for all the low and intermediate level nuclear waste from OPG owned reactors in Ontario. These wastes are transported by truck through our Territory for processing and storage at the facility. It is because of the decision to create the

WWMF that we are now faced with current scope of nuclear waste issues, and the current proposal to build the DGR Project.

62. In addition to this, we have accumulating high level nuclear wastes – spent nuclear fuel – from over 50 years of operation of the Bruce Nuclear reactors. We are told that the accumulated used nuclear fuel from this facility represents 40% of all the used nuclear fuel in Canada.
63. It is without question that the nuclear waste problem facing our people is the most serious in all of Canada and, very likely, all of the world. We are the First People of this Territory and the only people who will remain here forever, and yet we were totally excluded from all decisions that led to these problems. We will not tolerate our continued exclusion from such decisions.
64. OPG now proposes to build the DGR Project which has the potential to increasing harms to our Rights and Territory and will impose on us permanent risks. The Project will ensure the continued and increased importation of nuclear wastes into our Territory for many decades, it will dispose of these wastes permanently in our Territory, affecting our people for all remaining generations. It poses risks to our people, Rights and interests that have not been properly studied or understood.
65. Our people have been deeply troubled by the clear and unacknowledged connection between OPG's DGR Project and NWMO's plans to build a DGR for all of Canada's used fuel – there is overwhelming evidence that the development of the DGR Project at the Bruce Nuclear site will lead to the development of the used fuel repository within the same site our elsewhere within our Territory.

66. We have raised our concerns consistently with OPG representatives, as well as representatives from the governments of Canada and Ontario, and NWMO. The EIS submitted by OPG confirms our constant questions in this regard.¹⁸
67. We have sought assurances from OPG and NWMO that there was no connection between these projects, and that the used fuel repository would not be put in our Territory over our peoples' objections. OPG and NWMO have refused to provide these assurances.¹⁹
68. SON has even made submissions to this Panel, asking that the connection between these two projects be considered in the course of this environmental assessment. We made submissions setting out the significant evidence that siting of a used fuel repository in our Territory, and within the Study Area, was reasonably likely and increased by the potential development of the DGR Project. We made subsequent submissions demonstrating the growing evidence of such a connection. However, this Panel has refused to consider the used fuel repository as part of the cumulative effects assessment in this review, and accepts OPG's position that the used-fuel repository could not be developed at the Bruce Nuclear site because Kincardine has not entered into the now closed siting process. The Panel has accepted this without receiving any assurances from NWMO that this is, in fact, the case.²⁰
69. Our communities have met many many of times over the last decade to talk about the nuclear waste problems facing our territory and our people. Our people understand that the we as a people bear responsibility to be part of determining a solution for these problems and are willing to accept this responsibility as part of our role as stewards of our lands and waters.

¹⁸ For example, see OPG's Deep Geologic Repository Project, Environmental Impact Statement, March 2011, page 2-18.

¹⁹ Appended hereto as Exhibit "H".

²⁰ *Ibid.*

70. But our people have been clear from the very start – we must be included in the decision making concerning the future of our territory and no major project dealing with nuclear waste management could go ahead without our involvement and support. Our people cannot be left on the outside – we must be at the table for all decisions that will affect our people and Territory in fundamental ways.
71. SON has taken this position consistently in meetings with proponents and governments and in regulatory proceedings. On behalf of SON, I delivered this basic message to the Commission during the Joint Panel Review of OPG’s proposal to build new nuclear reactors at the Darlington site, as well as at CNSC proceedings respecting Bruce Power’s application to refuel and restart two refurbished reactors, the public hearing into whether the DGR Project would go to a Panel review, and the hearing into Bruce Power’s proposal to ship and recycle used steam generators.²¹
72. Our position remains the same to this day – there can be no project that will so dramatically shape the future of our peoples’ future like the DGR without the involvement and support of the SON people.
73. OPG has now recognized this. On August 7, 2013, the President of Ontario Power Generation, Mr. Tom Mitchell, sent a letter to the SON Chiefs stating that OPG will not move forward with the construction of the DGR Project until the SON community is supportive of the Project.²²
74. The commitment made in this letter is the result of many, many years of discussion between SON and OPG regarding the DGR Project and its central significance for SON Rights and Territory. We are very pleased that OPG has recognized the proper role of SON as decision-makers within our Territory and we are hopeful that the relationship between OPG and SON will continue to grow in a positive way.

²¹ See for example SON submissions in hearings respecting OPG’s Darlington NNPP environmental assessment, appended hereto as Exhibit “I”.

²² Appended hereto as Exhibit “J”.

75. It is only through this commitment and the implementation of a process that will allow our people to understand the DGR Project fully, including all its potential risks and how it fits into a broader picture of nuclear waste management issues, that the SON communities could ever decide whether they were supportive of the Project, and whether the Project can fit into our view of the future.
76. However, as welcome and hopeful as this development has been, we are still struggling. NWMO has not given us similar assurances respecting the potential development of its HLW DGR in our Territory. Contrary to its own adaptive phased management policy, as well as the foundational work of the Seaborn Panel, NWMO has not given us any assurance that it would seek our support for its HLW DGR project, or that it would not build such a project in our Territory over our communities objections.

The Risks and Harms to SON Rights and Interests from the DGR Project

77. Our experts have told us, and our people understand, that there is a great deal of uncertainty surrounding the safety of the DGR Project and the harms and risks it poses to our people, Rights and Territory. We understand that there are many unanswered questions about impacts that could occur during construction and operation of the facility, as well as the long-term safety of the Project over the thousands of years it is required to operate safely and properly. We know that OPG has failed to ask questions relating to potential stigma effects from the Project and the

devastating impacts these could have on our commercial fishery and tourism economies.

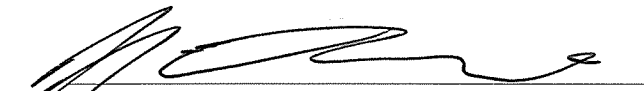
78. Perhaps more importantly, our people still have questions and concerns about how the DGR Project fits into the overall plan for dealing with all of nuclear issues facing our Territory, including the issue of the spent nuclear fuel.

79. OPG has planned its Project to dispose of nuclear waste in our Territory forever. It will create permanent harms and risks for our Territory and people. It will forever change our Territory and become part of the stories of our land, our cosmology. But it is not a positive story.

80. Until just recently, our people have not been asked whether and under what circumstances we could accept such risks. We have been excluded from decision making for the future of our territory and people, though we are being asked to shoulder the risk for all time.

81. We hope that this has now changed. We believe that OPG's commitment to us that it will not move ahead with the construction of the DGR Project until the SON communities are supportive is the only way in which the DGR Project could ever be built.

SWORN BEFORE ME at the)
City of Toronto, in the)
Province of Ontario)
this 15th day of August, 2013)
)


Commissioner for Taking Affidavits


LSUC # 609745


CHIEF RANDALL KAHGEE

EXHIBIT “A”

EXHIBIT “B”

This is Exhibit ...B... referred to in the
 affidavit of ...Randall K. Hayes...
 sworn before me, this ...15th...
 day of ...August... 2013...



A COMMISSIONER FOR TAKING AFFIDAVITS

**SAUGEEN OJIBWAY NATION TERRITORIES
 TREATIES & PROCLAMATIONS**

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A. Royal Proclamation of 1763¹

THE ROYAL PROCLAMATION

October 7, 1763

BY THE KING, A PROCLAMATION

GEORGE R.

Whereas We have taken into Our Royal Consideration the extensive and valuable Acquisitions in America, secured to our Crown by the late Definitive Treaty of Peace, concluded at Paris, the 10th Day of February last; and being desirous that all Our loving Subjects, as well of our Kingdom as of our Colonies in America, may avail themselves with all convenient Speed, of the great Benefits and Advantages which must accrue therefrom to their Commerce, Manufactures, and Navigation, We have thought fit, with the Advice of our Privy Council, to issue this our Royal Proclamation, hereby to publish and declare to all our loving Subjects, that we have, with the Advice of our Said Privy Council, granted our Letters Patent, under our Great Seal of Great Britain, to erect, within the Countries and Islands ceded and confirmed to Us by the said Treaty, Four distinct and separate Governments, styled and called by the names of Quebec, East Florida, West Florida and Grenada, and limited and bounded as follows, viz.

First — The Government of Quebec bounded on the Labrador Coast by the River St. John, and from thence by a Line drawn from the Head of that River through the Lake St. John, to the South end of the Lake Nipissim; from whence the said Line, crossing the River St. Lawrence, and the Lake Champlain, in 45. Degrees of North Latitude, passes along the High Lands which divide the Rivers that empty themselves into the said River St. Lawrence from those which fall into the Sea; and also along the North Coast of the Baye des Chaleurs, and the Coast of the Gulph of St. Lawrence to Cape Rosieres, and from thence crossing the Mouth of the River St. Lawrence by the West End of the Island of Anticosti, terminates at the aforesaid River of St. John.

Secondly — The Government of East Florida, bounded to the Westward by the Gulph of Mexico and the Apalachicola River; to the Northward by a Line drawn from that part of the said River where the Chatahouchee and Flint Rivers meet, to the source of St. Mary's River, and by the course of the said River to the Atlantic Ocean; and to the Eastward and Southward by the Atlantic Ocean and the Gulph of Florida, including all Islands within Six Leagues of the Sea Coast.

Thirdly — The Government of West Florida, bounded to the Southward by the Gulph of Mexico, including all Islands within Six Leagues of the Coast, from the River Apalachicola to Lake Pontchartrain; to the Westward by the said Lake, the Lake Maurepas, and the River Mississippi; to the Northward by a Line drawn due East from that part of the River Mississippi which lies in 31 Degrees North Latitude, to the River Apalachicola or Chatahouchee; and to the Eastward by the said River.

Fourthly — The Government of Grenada, comprehending the Island of that name, together with the Grenadines, and the Islands of Dominico, St. Vincent's and Tobago. And to the end that the open and free Fishery of our Subjects may be extended to and carried on upon the Coast of Labrador, and the adjacent Islands, We have thought fit, with the advice of our said Privy Council to put all that Coast, from the River St. John's to Hudson's Streights, together with the Islands of Anticosti and Madelaine, and all other smaller Islands lying upon the said Coast, under the care and Inspection of our Governor of Newfoundland.

And whereas it is just and reasonable, and essential to our Interest, and the Security of our Colonies, that the several Nations or Tribes of Indians with whom We are connected, and who live under our Protection, should not be molested or disturbed in the Possession of such Parts of Our Dominions and Territories as, not having been ceded to or purchased by Us, are reserved to them, or any of them, as their Hunting Grounds. — We do therefore, with the Advice of our Privy Council, declare it to be our Royal Will and Pleasure, that no Governor or Commander in Chief in any of our Colonies of Quebec, East Florida, or West Florida, do presume, upon any Pretence whatever, to grant Warrants of Survey, or pass any Patents for Lands beyond the Bounds of their respective Governments, as described in their Commissions; as also that no Governor or Commander in Chief in any of our other Colonies or Plantations in America do presume for the present, and until our further Pleasure be known, to grant Warrants of Survey, or pass Patents for any Lands beyond the Heads or Sources of any of the Rivers which fall into the Atlantic Ocean from the West and North West, or upon any Lands whatever, which, not having been ceded to or purchased by Us as aforesaid, are reserved to the said Indians, or any of them.

And We do further declare it to be Our Royal Will and Pleasure, for the present as aforesaid, to reserve under our Sovereignty, Protection, and Dominion, for the use of the said Indians, all the Lands and Territories not included within the Limits of Our said Three new Governments, or within the Limits of the Territory granted to the Hudson's Bay Company, as also all the Lands and Territories lying to the Westward of the Sources of the Rivers which fall into the Sea from the West and North West as aforesaid.

And We do hereby strictly forbid, on Pain of our Displeasure, all our loving Subjects from making any Purchases or Settlements whatever, or taking Possession of any of the Lands above reserved, without our especial leave and Licence for that Purpose first obtained.

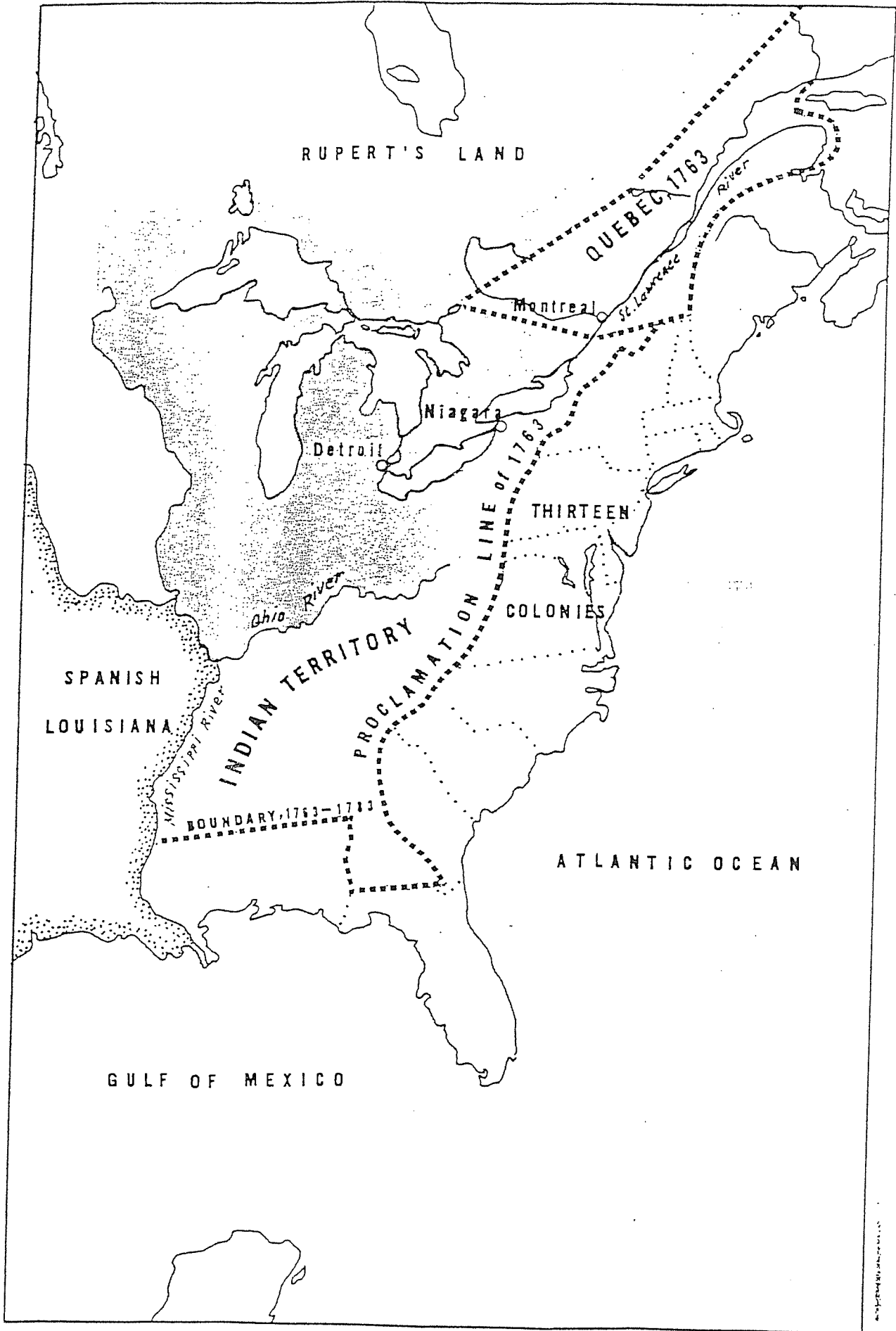
And, We do further strictly enjoin and require all Persons whatever who have either wilfully or inadvertently seated themselves upon any Lands within the Countries above described, or upon any other Lands which, not having been ceded to or purchased by Us, are still reserved to the said Indians as aforesaid, forthwith to remove themselves from such Settlements.

And whereas great Frauds and Abuses have been committed in purchasing Lands of the Indians, to the great Prejudice of our Interests, and to the great Dissatisfaction of the said Indians; In order, therefore, to prevent such Irregularities for the future, and to the end that the Indians may be convinced of our Justice and determined Resolution to remove all reasonable Cause of Discontent, We do, with the Advice of our Privy Council strictly enjoin and require, that no private Person do presume to make any purchase from the said Indians of any Lands reserved to the said Indians, within those parts of our Colonies where, We have thought proper to allow Settlement; but that, if at any Time any of the Said Indians should be inclined to dispose of the said Lands, the same shall be Purchased only for Us, in our Name, at some public Meeting or Assembly of the said Indians, to be held for that Purpose by the Governor or Commander in Chief of our Colony respectively within which they shall lie; and in case they shall lie within the limits of any Proprietary Government, they shall be purchased only for the Use and in the name of such Proprietaries, conformable to such Directions and Instructions as We or they shall think proper to give for that Purpose; And we do, by the Advice of our Privy Council, declare and enjoin, that the Trade with the said Indians shall be free and open to all our Subjects whatever, provided that every Person who may incline to Trade with the said Indians do take out a Licence for carrying on such Trade from the Governor or Commander in Chief of any of our Colonies respectively where such Person shall reside, and also give Security to observe such Regulations as We shall at any Time think fit, by ourselves or by our Commissaries to be appointed for this Purpose, to direct and appoint for the Benefit of the said Trade:

And we do hereby authorize, enjoin, and require the Governors and Commanders in Chief of all our Colonies respectively, as well those under Our immediate Government as those under the Government and Direction of Proprietaries, to grant such Licences without Fee or Reward, taking especial Care to insert therein a Condition, that such Licence shall be void, and the Security forfeited in case the Person to whom the same is granted shall refuse or neglect to observe such Regulations as We shall think proper to prescribe as aforesaid.

And we do further expressly enjoin and require all Officers whatever, as well Military as those Employed in the Management and Direction of Indian Affairs, within the Territories reserved as aforesaid for the use of the said Indians, to seize and apprehend all Persons whatever, who standing charged with Treason, Misprisions of Treason, Murders, or other Felonies or Misdemeanors, shall fly from Justice and take Refuge in the said Territory, and to send them under a proper guard to the Colony where the Crime was committed of which they stand accused, in order to take their Trial for the same.

Given at our Court at St. James's the 7th Day of October 1763, in the Third Year of our Reign.



MY CHILDREN:

Seventy snow seasons have now passed away since we met in Council at the crooked place (Niagara), at which time and place your Great Father, the King, and the Indians of North America tied their hands together by the wampum of friendship.

Since that period various circumstances have occurred to separate from your Great Father many of his red children, and as an unavoidable increase of white population, as well as the progress of cultivation, have had the natural effect of impoverishing your hunting grounds it has become necessary that new arrangements should be entered into for the purpose of protecting you from the encroachments of the whites.

In all parts of the world farmers seek for uncultivated land as eagerly as you, my red children, hunt in your forest for game. If you would cultivate your land it would then be considered your own property, in the same way as your dogs are considered among yourselves to belong to those who have reared them; but uncultivated land is like wild animals, and your Great Father, who has hitherto protected you, has now great difficulty in securing it for you from the whites, who are hunting to cultivate it.

Under these circumstances, I have been obliged to consider what is best to be done for the red children of the forest, and I now tell you my thoughts.

It appears that these islands on which we are now assembled in Council are, as well as all those on the north shore of Lake Huron, alike claimed by the English, the Ottawas and the Chippewas.

I consider that from their facilities and from their being surrounded by innumerable fishing islands, they might be made a most desirable place of residence for many Indians who wish to be civilized, as well as to be totally separated from the whites; and I now tell you that your Great Father will withdraw his claim to these islands and allow them to be applied for that purpose.

Are you, therefore, the Ottawas and Chippewas, willing to relinquish your respective claims to these islands and make them the property (under your Great Father's control) of all Indians whom he shall allow to reside on them; if so, affix your marks to this my proposal.

MANITOWANING, 9th August, 1836.

- F. B. HEAD,
- J. B. ASSEKINACK,
- MOKOMMUNISH, (totem)
- TAWACKKUCK,
- KIMEWEN (totem),
- KITCHEMOKOMON (totem),
- PESCLATAWICK (totem),
- PAIMAUSEGAI (totem),
- NAINAWUTTEBE (totem),
- MOSUNEKO (totem),
- KEWUCKANCE (totem),
- SHAWENAUSEWAY (totem),
- ESPANIOLE (totem),
- SNAKE (totem),
- PAUTUNSEWAY (totem),
- PAIMAUQUMESTCAM (totem),
- WAGEMAUQUIN (totem).

To the Saukings:

MY CHILDREN,

You have heard the proposal I have just made to the Chippewas and Ottawas, by which it has been agreed between them and your Great Father that these islands (Manatoulin), on which we are now assembled, should be made, in Council, the property (under your Great Father's control) of all Indians whom he shall allow to reside on them.

I now propose to you that you should surrender to your Great Father the Sauking Territory you at present occupy, and that you should repair either to this island or to that part of your territory which lies on the north of Owen Sound, upon which proper houses shall be built for you, and proper assistance given to enable you to become civilized and to cultivate land, which your Great Father engages for ever to protect for you from the encroachments of the whites.

Are you therefore, the Sauking Indians, willing to accede to this arrangement; if so, affix your marks to this my proposal.

MANITOWANING, 9th August, 1836.

Witness:

- T. G. ANDERSON, S.I.A.,
- JOSEPH STINSON, Genl. Supt. of Wesleyan Missions,
- ADAM ELLIOT,
- JAMES EVANS,
- F. L. INGALL, Lieut. 15th Regt. Com-mandg. Detacht.,
- TALFOURD W. FIELD, Dist. Agent.

- F. B. HEAD,
- METIEWABE (totem),
- ALEXANDER (totem) KAQUTA BUNEVAREAR,
- KOWGISAWIS (totem),
- METTAWANSH (totem),

457

9 August 1836

Savage's Islands

Myself and others to
this surrender of the
Savage's Territory and
all the islands of the Hawaiian
Islands as the property
of all Indians allowed
to reside on them

- To the Sauntings -

My children -

You have heard the proposal
I have just made to the Chippewas
and Ottawas, by which it has been
agreed between them and your
Great Father that these Islands
(Meanatoulin) on which we are now
assembled, should be made, in
Council the property (under your
Great Father's control) of all Indians
whom he shall allow to reside on
them -

I now propose to you that
You should surrender to your Great
Father, the Saunting Territory you
at present occupy and that you
should ^{settle} upon this Island, a
part of your upon which proper houses shall
be built for you, and proper
assistance given to enable you
to live on the
Island -

to become civilized and to cultivate
- waste land which your Great Father
engages for ever to protect for you
from the encroachments of the white.

~~As long as the capacity of
at present occupy shall remain constant
- without you will be fully satisfied
to consider it as your hunting ground~~

Are you therefore the
Savaging Indians willing to accede
to this arrangement, if so, affix
Your marks to this my proposal.

Manatowanning
August 9th 1836

The alteration
in the document
were made
to signify
the way
the Indians
the year 1836

F. D. Rice


Melawibe

Chewawab



Laquette

Wenawaw

 King James
New Brunswick

Witness

W. Anderson S. J. A
Joseph Stinson General Super of Buildings
John Ellis
James Evans
T. L. Bayly
Lieut. 15th Regt
Commandant

Edmund Wright
settled

Statement of Metigwob
on the surrender of the
Sahgeeng Territory
13th Sept. 1836

Original in Six Nations/New Credit
Department of Indian Affairs Agency
Files, filed as No. 123-1836.

Statement of Metigwob one of the Sahgeeng Chiefs,
made in a General Council held at the River St. Clair
on the 13th Sept. 1836.

Respecting the surrender of the Sahgeeng Territory
to the British Government.

Metigwob stated that the British Governor Sir Francis
B. Head asked them if they would consent to remove
from Sahgeeng and settle on the Manitoulin Islands.
That if they would consent to go they should have the
first choice of location on the Island.

That he was sent by their Great Father the King of
England to speak to them on the subject of their
surrendering to Government all the Sahgeeng Terri-
tory, and that if they did not listen ~~and empty~~
to the words of their Great Father and comply with
his wishes, he would cast them off and never again
do any thing for them in the way of giving presents.

That he, Metigwob, replied that he would not give him
an answer to his request until, he had consulted with
the Chiefs belonging at St. Clair, River Credit, and
Munceytown.

That the Governor said to him that he had nothing to
do with the Chiefs aboved named, his treaty was with
them and that he must have an answer from them now.

That His Excellency asked them is they would like to
settle on the point of land running from Owen's Sound
to Lake Huron which he would reserve for them and for
all the Methodist Indians as their future settlement.

That he Metigwob, consulted with his principal men, on
this subject, and they said they would like the plan
as there were many fish in that place.

7

That Sir F.B. Head also stated to them that they the Sahgeeng Indians owned all the islands in the vicinity of that neck or point of land; he was about to reserve for them. and that he would remove all the white people who were in the habit of fishing on their grounds.

That it would be much better for them to comply with his wishes, as it would be all in vain for them ever to attempt to hold their Territory, for the white people would come on their lands in spite of all they would do, and they could not be prevented. Therefore it would be much to their advantage to settle on the Manitoulin Island or on the point of land he was going to reserve for them.

That he did not consider that the soil belonged to them; but to the Crown of Great Britain, by the Right of Conquest, and that all they claim they had upon those lands was the right of hunting on them.

That if they would now surrender all their right to the said Territory he would give them any thing they might ask---That if they wanted money he would give it to them.

That after they had selected a place for their future settlement he would be glad to see them at Toronto and then he would inform them more particularly what he would do for them in the way of assisting them to build log huts and furnishing them with farming utensils.

That he M. did not understand many things that the Governor said to them and that he and his fellow Chiefs were over persuaded to sign the surrender.

Chalmers
of the Convention
on the Convention
of the Convention
Conventions -
13th Sept. 1836.

That Sir H. B. Kent also stated to them that they the Subgeens must have owned all the Islands and the vicinity of their neck or point of land, he was about to reserve for them, and that he would remove all the white people who were in the habit of fishing on their ground.

That it would be much better for them to comply with his wishes, as it would be all in vain for them even to attempt to hold their Territory, for the white people would come on their lands in spite of all they could do, and they could not be prevented. Therefore it would be much to their advantage to settle on the Neversmouth Island or on the point of land he was going to reserve for them.

That he did not consider that the soil belonged to them, but to the Crown of Great Britain by the Right of Conquest, and that all they claim they had upon that land was the right of hunting on them.

That if they would now surrender all their rights to the said Territory, he would give them arms and things they might want - that if they wanted money he would give it to them.

That after they had selected a place for their winter settlement he would be glad to see them in December and that he would inform them of what he would do for them in the way of assisting them to buy big hunts and furnishing them with good big stoves.

That he did not understand how things that the James was said to be and that he and his fellow-captains were intended to sign the surrender

enactment of Metigwob one of the Sahngeeng
Chiefs, made in a general Council held at
the River St. Clair on the 13th day Sept. 1836.
Respecting the Surrender of the Sahngeeng Territory
to the British Government.

Metigwob stated that the Lieut. Governor Sir James
Head asked them if they would consent to remove
from Sahngeeng and settle on the reservoir land
if they would consent to go they should have
the best choice of location on the Island.
That he was sent by their great Father the King
of England to speak to them on the subject
of their surrendering to Governor men all the
Sahngeeng Territory, and that if they did not
listen and comply to the word of their great
Father and comply with his wishes, he
would cast them off and never again
be any friend for them in the way of
sending them presents.

That he, Metigwob, replied that he
would not give them an answer to his
request until, he had consulted with the
Chiefs belonging at St. Clair, River Credit,
and Mackinac town.

That the Governor said to him that
he had nothing to do with the Chiefs above
named, his treaty was with them and that
he must have an answer from them.

That his Excellency asked them if they
would like to settle on the point of land
running from Owens' Sound to Lake Huron
which he would reserve for them and for all
the British Indians as their future settlement.

That he, Metigwob, consulted with
his principal men on this subject, and
they said they would like the plan and
if there were many Seal in that place

Queen Victoria

Declaration by
Her Majesty in
favor of the Ojibway
Indians respecting
certain lands on Lake
Superior

Recorded by
July 1847

[Signature]
[Signature]

Province of Canada

Victoria by the Grace of God of the United
Kingdom of Great Britain and Ireland, Queen
Defender of the Faith — To all to whom
these Presents shall come. — Extant.

Whereas the Ojibway Indians commonly known
as the Saugeen Indians with our permission and with the permission of our
Royal Predecessors have for a long time enjoyed and possessed and still do
enjoy and possess all that tract of land lying on the shore of Lake Superior and
which is bounded and bounded or otherwise known as follows; Commencing at the
mouth of the River Saugeen, thence following the North bank thereof about five
miles to the boundary lines surveyed by Deputy Provincial Surveyor Charles
Ran Kin in the year one thousand eight hundred and forty six, thence along
the said line North seventy six degrees fifteen minutes East one thousand four
hundred and eighty three chains sixty one links to the North West angle of the Town
plot of Sudenhams, thence along the North West outline of the said Town plot
North thirty nine degrees East fifty nine chains forty five links to the South bank
of the Pollowuttiam's River, thence across the River and along the North bank thereof
with the stream to Owen's Point bounded on the East, North and West by Lake
Superior, including any Islands in Lake Superior within seven miles of that part
of the main land comprized within the hereinbefore described Tract of Land. —
And Whereas it is our Royal Will and pleasure that the said Ojibway Indians
and their posterity should continue to enjoy the said above described Tract of land
in such manner as may be most to the advantage of the said Ojibway Indians
and their posterity. — And Whereas the said Ojibway Indians have caused it
to be represented to us that it would be greatly to their advantage if we would cause
our Royal Will in the premises to be so declared that it may at all times hereafter
be fully and certainly known by our Heirs and Successors and all others whom the
same may concern; — And We being willing and desirous to accede to the
wishes of the said Ojibway Indians of our special grace, certain knowledge and
mere motions do hereby declare and make known that it is our Royal Will and
pleasure that the said Ojibway Indians and their posterity for ever shall possess
and enjoy and at all times hereafter continue to possess and enjoy the said above
described Tract of land, or the proceeds of the sale thereof (if sold as hereinafter
provided for) and the rents, issues and profits of the said Tract of land or of the proceeds
of the sale thereof (if sold as aforesaid) without any hindrance whatever on our
part or on the part of our Heirs and Successors or of our or their servants or officers. —
Provided always and We do hereby declare our Royal Will and mind to be, and
these Presents are made upon this express condition that it shall at all times hereafter
be in the power of the said Ojibway Indians to surrender and yield up all their rights
in or out of the Tract of land or lands or any part thereof to us or to our Heirs and
Successors or to any person or persons appointed by us or our Heirs or Successors, to
receive the same in order and to the intent and purpose that the said Tract of land
or any part thereof concerning which any such Surrender may be made, may be
sold by us or our Heirs and Successors or by any person or persons appointed for that
purpose by us or by our Heirs and Successors and the proceeds thereof to be applied to the

for the use and benefit of the said Ojibway Indians and their posterity; — Provided
always and etc. do further declare our Royal Will and mind to be that no such
Surrender shall be expressed of or acted upon unless resolved on or approved at a
meeting of the Sachems Chiefs or principal men of the said Ojibway Indians held in the
presence of some Officer appointed to superintend or to assist in superintending Indian
Affairs; and it is our Royal Will and pleasure that such Surrender when so resolved on
may be made from time to time, and that the parcels of land to which such Surrender
may refer, shall and may with all convenient speed be sold by us and our Heirs and
Successors and the proceeds thereof applied to and for the use and benefit of the said
Ojibway Indians and their Posterity.

In Testimony Whereof We have caused these our
Letters to be made Patent and the Great Seal of our
said Provinces to be here affixed.

Witness our Right Trusty and Right Well Beloved
Governor James, Earl of Egin and Shirburne
Governor General of British North America and
Captain General and Governor in Chief in and over
the Provinces of Canada, Nova Scotia, Nova
Brunswick and the Island of Prince Edward and
Vice Admiral of the same Es. Es. Es.

At Montreal this twenty ninth day of June
in the year of our Lord one thousand eight hun-
dred and forty seven and in the Eleventh year of
our Reign.

(D. Dilly)
Secy.

Province of Canada

Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen Defender of the Faith ... To all to whom these Presents shall come ... Greeting.

Declaration by
Her Majesty in
favor of the Ojibway
Indians respecting
certain Lands on Lake
Huron

Whereas the Ojibway Indians commonly known as the Saugeen Indians with our permission and with the permission of our Royal Predecessors have for a long time enjoyed and possessed and still do enjoy and possess all that tract of land lying on the shore of Lake Huron and which is butted and bounded or otherwise known as follows; Commencing at the mouth of the River Saugeen, thence following North bank thereof about five miles to the boundary lines surveyed by Deputy Provincial Surveyor Charles Rankin in the year one thousand eight hundred and forty six, thence along the said line North seventy six degrees fifteen minutes East one thousand four hundred and Eighty three chains sixty one links to the North West angle of the Town plot of Sydenham, thence along the North West outline of the said Town Plot North thirty nine degrees East fifty nine chains forty five links to the South bank of the Pottowattami River, thence across the River and along the North bank thereof with the stream to Owen's Sound, Bounded on the East, North and West by Lake Huron, including any Islands in Lake Huron within seven miles of that part of the mainland comprized within the hereinbefore described Tract of Land.

And Whereas it is our Royal Will and pleasure that the said Ojibway Indians and their posterity should continue to Enjoy the said above described Tract of land in such manner as may be most to the advantage of the said Ojibway Indians and posterity... And Whereas the said Ojibway Indians have caused it to be represented to us that it would be greatly to their advantage if We would cause our Royal Will in the premises to be so declared that it may at all times hereafter be fully and certainly Known by our Heirs and Successors and all others whom the same may concern: And We being willing and desirous to accede to the wishes of the said Ojibway Indians of our especial grace, certain Knowledge and mere motion do hereby declare and make known that it is our Royal Will and pleasure that the said Ojibway Indians and their Posterity for ever shall possess and enjoy and at all times hereafter continue to possess and Enjoy the said above described Tract of land or the proceeds of the sale thereof (if sold as hereinafter provided for) and the rents, issues and profits of the said Tract of land or the proceeds of the sale thereof (if sold as aforesaid) without any

hindrance whatever on our part or on the part of our Heirs and Successors or of Our or their servants or officers. Provided always and We do hereby declare our Royal Will and mind to be, and these Presents are made upon the express condition that it shall at all times hereafter be in the power of the said Ojibway Indians to surrender and yield up all their rights in or out of the Tract of land or lands or any part thereof to Us or to Our Heirs and Successors or to any person or persons appointed by Us or Our Heirs or Successors, to receive the same in order and to the intent and purpose that the said Tract of land or any part thereof concerning which any such Surrender may be made, may be sold by us or Our Heirs and Successors or by any person or persons appointed for that purpose by Us or by Our Heirs and Successors and the proceeds thereof applied to and for the use and benefit of the said Ojibway Indians and their posterity; Provided Always and We do further declare Our Royal Will and mind to be that no such Surrender shall be approved of or acted upon unless resolved on or approved at a meeting of the Sachems Chiefs or principal men of the said Ojibway Indians held in the presence of some officer appointed to superintend or to assist in superintending Indian Affairs; And it is our Royal Will and pleasure that such Surrender when so resolved on may be made from time to time and that the parcels of land to which such Surrender may refer shall and may with all convenient speed be sold by Us and Our Heirs and Successors and the proceeds thereof applied to and for the use and benefit of the said Ojibway Indians and their Posterity.

In Testimony Whereof We have caused these Our Letters to be made Patent and the Great Seal of our said Province to be hereto affixed.

Witness our Right Trusty and Right Well Beloved Cousin James, Earl of Elgin and Kincardine, Governor General of British North America and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward and Vice Admiral of the same.
& & &

At Montreal this twentyninth day of June in the Year of Our Lord one thousand Eight hundred and forty seven and in the Eleventh Year of Our Reign.

D Daly
Secy

No. 67.

To all whom these presents shall come—GREETING.

KNOW ye, that we, the undersigned Chiefs of the Chippewa Tribe of Indians residing at Saugeen and at Owen Sound, have surrendered and do hereby surrender, on behalf of our said tribe, and with their entire knowledge and consent, unto Her Most Gracious Majesty, Queen Victoria and Her successors, all and singular that certain tract or parcel of land and premises situate, lying and being in the Counties of Grey and Bruce, in the Province of Canada, and composed of the southerly part of the lands commonly called and known by the name of the Saugeen Tract, which is bounded on the south by Lake Huron and the Huron District, and on the north by the Georgian Bay, and comprised within the following limits, that is to say: Commencing on the present southern limit of said Indian tract at the intersection thereof by the easterly side of the allowance for road between the fourth and fifth concessions of the Township of Derby, being about three miles westerly from the Indian Village of Neywash; thence north nine degrees west forty chains, statute measure, to a post to be planted; thence south seventy-six degrees fifteen minutes west, or parallel with the said southerly line of limit of the said Indian lands, twelve hundred chains, or to within about two miles of the Indian Village of Saugeen; thence south nine degrees east forty chains to the said southern present limit of the said Indian lands; thence north seventy-six degrees and fifteen minutes east twelve hundred chains to the place beginning, containing by admeasurement four thousand and eight hundred acres of land. To have and to hold the said tract of land and its appurtenances, unto Her said Majesty Queen Victoria and Her successors for ever, in trust for the purpose of being sold to the best advantage, and the proceeds thereof to be invested in such a fund or funds as the Governor General or other person administering the Government of Canada for the time being may direct, for the benefit of our said tribe and their posterity.

IN TESTIMONY WHEREOF, we, the said undersigned Chiefs, together with the Principal Men or Warriors of our said tribe, have hereunto affixed our respective seals and totems in signification of our signatures and deliberate and voluntary act and deed, this second day of September, in the year of Our Lord one thousand eight hundred and fifty-one.

Read and explained in open Council at Owen Sound. Signed, sealed and delivered to Thomas G. Anderson, Superintendent in the Indian Department, on behalf of Her Majesty Queen Victoria and Her successors, in presence of us: C. RANKINE, D.P.S. JOHN FROST, FRANCIS ASSIKINNEK, <i>Interpreter</i> , DAVID SAWYER, <i>Interpreter</i> . Certified, T. G. ANDERSON, S.I.A.	JACOB METEGOB, (totem)	[L.S.]
	ALX. MADWAYOSH, (totem)	[L.S.]
	JOHN KEWAYUAHWON, (totem)	[L.S.]
	JOHN MANEDOWOB, (totem)	[L.S.]
	JOHN WAHSAGEYHIG, (totem)	[L.S.]
	JOSEPH R. JAMES, (totem)	[L.S.]
	JOHN T. WABBAHDICK, (totem)	[L.S.]
	JOHN JONES, (totem)	[L.S.]
	THOS. WAHBAHDICK, (totem)	[L.S.]
	JOHN SNAKE, (totem)	[L.S.]
GEORGE RYERSON, (totem)	[L.S.]	
GEO. AUTHUR TABEGUM, (totem)	[L.S.]	

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 19th February, 1852.

I certify that the within Surrender has this day been entered upon the records of this office in Lib. C. S., Folio 47.

THOS. AMIOT,
Deputy Registrar.

Proclamation
Placing certain Tracts of
Land set apart for the
Indians under the provisions
of the Act 13 & 14 Victoria Ch.74

Recorded 22^d Nov^r 1851
In Lib. C.O. Folio 65

Tho. Amiot
Depy Regr

Elgin & Kincardine

Province of Canada

Victoria by the grace of God of
United Kingdom of Great Britain
and Ireland, Queen Defender
of the Faith & c. & c.

To all to whom these Presents shall come Greetings

Whereas in and by an act of the Parliament of the Province passed in the Session thereof held in the thirteenth and fourteenth years of Our Reign, Chaptered amongst the Public General Acts of the Session in which the same was passed, as Chapter Seventy-four and intituled " An Act for the protection of the Indians in Upper Canada, from imposition, and the property occupied or enjoyed by them from trespass and injury" - it is amongst other things in effect enacted, That the provisions in the tenth, eleventh and twelfth Sections in the said Act contained should extend and be construed to extend to such Indian Lands only in Upper Canada as the Governor of our said Province for the time being should, from time to time by Proclamation under the Great Seal thereof, think fit to declare and make subject to the same, and so long only as such Proclamation should remain unrevoked and in full force.- And whereas it has been deemed expedient by Our Governor of Our said Province that the said provisions should be extended to the following Lands, that is to say:

* * *

Reserved for the
occupation of the
Saugeen and Owen
Sound Indians

And the Tract of Land occupied by the Saugeen and Owen
Sound Indians bounded on the North, East, and West by
the waters of Lake Huron and the Georgian and Owens'
Sound Bays and on the South by a strip of land lately
ceded to the Crown by the Saugeen Indians and those
settled at Owen's Sound and which abuts in part on the
Townships of Derby and Arran containing about Four
hundred and Seventy-eight thousand Eight hundred acres
together with all the Islands within seven miles of the coast.

The said Lands so described as aforesaid being in the use, occupation and enjoyment of Indians in Upper Canada ...unmolested possession and enjoyment thereof. Now therefore know Ye, that We taking the same into our Royal consideration, and approving of the extension of the said provisions of the said Act to the said lands hereinbefore described, do hereby declare and make all and singular the said lands hereinbefore mentioned and every part thereof, subject to the said provisions in the said tenth eleventh and twelfth Sections of the said Act contained, according to the form of the Statute in such case made and Provided - Of all which premises the Superintendent General, the Assistant Superintendent General, and every Subordinate Superintendent of Indian Affairs, the Commissioners in the above

recited Act mentioned and referred to, and all Our Justices, Sheriffs, Bailiffs, Constables and other Officers of Justice and all others Our Liege Subjects, are hereby required to take notice and to govern themselves accordingly.

In testimony whereof We have caused these Our Letters to be made Patent and the Great Seal of Our said Province to be hereunto affixed, Witness Our Right Trusty and Right Well Beloved Cousin James, Earl of Elgin and Kincardine, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward and Vice Admiral of the same &&& At Quebec this Seventh day of November in the year of Our Lord one thousand eight hundred and fifty one and in the fifteenth year of Our Reign.

By Command

E Meredith
Asst Secy

Protestations

Placing certain Books of
and Books for the
Library, under the provision
of the Act 13th 14th Victoria

Recorded 22nd Nov. 1857

In Lib. O. D. Folio 65

Thompson

Depy Regr

13 and 14 Victoria (1850) Cap. 74 (Province of Canada). An Act for the Protection of Indians in Upper Canada from Imposition, and the Property Occupied or Enjoyed by them from Trespass and Injury. [passed August 10, 1850]

WHEREAS it is expedient to make provision for the protection of the Indians in Upper Canada, who, in their intercourse with the other inhabitants thereof, are exposed to be imposed upon by the designing and unprincipled, as well as to provide more summary and effectual means for the protection of such Indians in the unmolested possession and enjoyment of the lands and other property in their use or occupation: Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, That no purchase or contract for the sale of land in Upper Canada, which may be made of or with the Indians or any of them, shall be valid unless made under the authority and with the consent of Her Majesty, Her Heirs or Successors, attested by an Instrument under the Great Seal of the Province, or under the Privy Seal of the Governor thereof for the time being. . . .

X. And whereas for the purpose of affording better protection to the Indians in the unmolested possession and enjoyment of their lands, it is expedient to give more summary and effectual powers to the Commissioners appointed or who may be appointed by virtue of the Act of the Province of Upper Canada, passed in the second year of Her Majesty's Reign, chaptered fifteen, and intituled, *An Act for the protection of the lands of the Crown in this Province from trespass and injury*, and also by virtue of the Act of this Province, passed in the twelfth year of Her Majesty's Reign, chaptered nine, and intituled, *An Act to explain and amend an Act of the Parliament of the late Province of Upper Canada, passed in the second year of Her Majesty's Reign, intituled, 'An Act for the protection of the lands of the Crown in this Province from trespass and injury, and to make further Provision for that purpose.'* to enable them more efficiently to protect the said lands from trespass and injury, and to punish all persons trespassing upon or doing damage thereto: Be it therefore enacted, That it shall not be lawful for any person or persons other than Indians, and those who may be inter-married with Indians, to settle, reside upon or occupy any lands or roads or allowances for roads running through any lands belonging to or occupied by any portion or Tribe of Indians within Upper Canada, and that all leases, contracts and agreements made or to be made, purporting to have been or to be made, by any Indians, or by any person or persons inter-married with any Indian or Indians whereby any person or persons other than Indians shall be permitted to reside upon such lands, shall be absolutely void; and if any person or persons other than Indians, or those who may be inter-married with Indians as aforesaid, shall without the license of the said Commissioners or any or either of them, (which license, however, the said Commissioners or any of them, may at any time revoke,) settle, reside upon or occupy any such lands, roads or allowances for roads, it shall be the duty of the Commissioners or any or either of them, on complaint made to them or any of them, and on due proof of the fact of such settlement, residence or occupation, to issue their or his warrant under their hands and seals, or his hand and seal, directed to the Sheriff of the County, or Union of Counties in which the said lands may lie, or if the said lands may not be situated within any County or Union of Counties, then such warrant shall be directed to any literate person who may be willing to act in the premises, commanding him forthwith to remove all such persons settling, residing upon or occupying such lands, with his, her or their families, from the said lands or roads or allowances for roads, and it shall be the duty of such Sheriff, or other person accordingly, to remove such person or persons, and for that purpose he shall have and possess the same powers as in the execution of criminal process: Provided always, nevertheless, that the provisions in this and the two following sections of the Act contained, shall extend and be construed to extend to such Indian lands only as the Governor of this Province for the time being shall from time to time, by Proclamation under the Great Seal thereof, think fit to declare and make subject to the same, and so long only as such Proclamation shall remain unrevoked and in full force.

XI. And be it enacted, That so often as any person or persons after being or having been removed as aforesaid, shall return to settle, reside upon or occupy any of the said lands or roads or allowances for roads, the said Commissioners or any or either of them, upon their or his view, or upon proof by any witness or witnesses on oath, to be made or taken before the Commissioners or any or either of them, and upon their or his being satisfied that the said person or persons has or have returned to, settled, resided upon or occupied any of the said lands or roads or allowances for roads, then and in every such case, such Commissioners or Commissioner shall direct and send their or his warrant, under their hands and seals or his hand and seal, to the Sheriff of the County or Union of Counties within which such lands may lie, or to any literate person there, or if the said lands shall not be situated within any County or Union of Counties, then to any literate person, commending him forthwith to arrest such person or persons, and to commit him, her or them to the Common Gaol of the said County or Union of Counties in which the said lands may lie, or to the Common Gaol of the nearest County or United Counties to the said lands, if the said lands shall not be within any County or United Counties, there to remain for such time as shall be ordered by the Commissioners or by any or either of them, not exceeding thirty days: and such Sheriff or other person shall accordingly arrest the said party or parties, and deliver him, her or them to the Gaoler or Sheriff of the said County or United Counties as aforesaid, who are hereby required to receive such person or persons, and the said person or persons to confine and imprison in the said Common Gaol for the term aforesaid, there to remain without bail and without being entitled to the liberties of the limits of the said Gaol; and such Commissioners or any of them shall cause the judgment or order against such person or persons to be drawn up, and no such judgment shall be liable to be removed by *Certiorari* or otherwise, or to be appealed from, but shall be deemed and taken to be final.

XII. And be it enacted, That if any person without the license in writing of the Commissioners or of any or either of them, shall hereafter trespass upon any of the said lands or roads or allowances for roads, by cutting any trees, saplings, shrubs, underwood or timber thereon, or by carrying away or removing any of the trees, saplings, shrubs, underwood or timber therefrom, or by removing any of the stone or soil of the said lands, roads or allowances for roads, each person so trespassing shall for every tree he shall cut, carry away or remove, forfeit and pay the sum of five pounds, and for cutting, carrying or removing any of the saplings, shrubs, underwood or timber, under the value of five shillings, the sum of one pound, but if over the value of five shillings, then the sum of five pounds, and for removing any of the stone or soil aforesaid, the sum of five pounds, such fine to be imposed and recovered by the said Commissioners or any or either of them, by distress and sale of the goods and chattels of the party or parties fined, or the said Commissioners may, without proceeding by distress and sale as aforesaid, upon the non-payment of the said fine, order the party or parties to be imprisoned in the Common Gaol as aforesaid, for a period not exceeding thirty days, when the fine shall not exceed five pounds, or for a period not exceeding three calendar months, when the fine shall exceed the sum of five pounds: and upon the return of any warrant for distress or sale, if the amount thereof have not been made, or if any part of it may remain unpaid, the said Commissioners or any or either of them, may commit the party or parties who may be in default upon such warrant or warrants to the Common Gaol as aforesaid, for a period not exceeding thirty days, if the sum claimed by the said Commissioners upon the said warrant do not exceed five pounds, or for a time not exceeding three calendar months, if the sum claimed do exceed five pounds: all which fines shall be paid to Her Majesty, Her Heirs or Successors, or to some officer acting under Her authority, to be disposed of for the use and benefit of the Indians, as the Governor of this Province for the time being may be pleased to direct.

No. 72.

SURRENDER OF THE SAUGEEN PENINSULA.

We, the Chiefs, Sachems and Principal Men of the Indian Tribes resident at Saugeen, Owen Sound, confiding in the wisdom and protecting care of our Great Mother across the Big Lake, and believing that our Good Father, His Excellency the Earl of Elgin and Kincardine, Governor General of Canada, is anxiously desirous to promote those interests which will most largely conduce to the welfare of His red children, have now, being in full Council assembled, in presence of the Superintendent General of Indian Affairs, and of the young men of both tribes, agreed that it will be highly desirable for us to make a full and complete surrender unto the Crown of that Peninsula known as the Saugeen and Owen Sound Indian Reserve, subject to certain restrictions and reservations to be hereinafter set forth. We have therefore set our marks to this document, after having heard the same read to us, and do hereby surrender the whole of the above named tract of country, bounded on the south by a straight line drawn from the Indian village of Saugeen to the Indian village of Nawash, in continuation of the northern limits of the narrow strip recently surrendered by us to the Crown; and bounded on the north-east and west by Georgian Bay and Lake Huron, with the following reservations, to wit: 1st. For the benefit of the Saugeen Indians we reserve all that block of land bounded on the west by a straight line running due north from the River Saugeen, at the spot where it is entered by a ravine, immediately to the west of the village, and over which a bridge has recently been constructed, to the shore of Lake Huron; on the south by the aforesaid northern limit of the lately surrendered strip; on the east by a line drawn from a spot upon the coast at a distance of about (9½) nine miles and a half from the western boundary aforesaid, and running parallel thereto until it touches the aforementioned northern limits of the recently surrendered strip; and we wish it to be clearly understood that we wish the Peninsula at the mouth of the Saugeen River to the west of the western boundary aforesaid to be laid out in townpark lots and sold for our benefit without delay; and we also wish it to be understood that our surrender includes that parcel of land which is in continuation of the strip recently surrendered to the Saugeen River.

We do also reserve to ourselves that tract of land called Chief's Point, bounded on the east by a line drawn from a spot half a mile up the Sable River, and continued in a northerly direction to the bay, and upon all other sides by the lake.

2nd. We reserve for the benefit of the Owen Sound Indians all that tract bounded on the south by the northern limit of the continuation of the strip recently surrendered; on the north-west by a line drawn from the north easterly angle of the aforesaid strip (as it was surrendered in 1851, in a north easterly direction); on the south-east by the sound extending to the southern limit of the Caughnawaga Settlement; on the north by a line two miles in length and forming the said southern limit. And we also reserve to ourselves all that tract of land called Cape Crocker, bounded on three sides by Georgian Bay, on the south-west side by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, and we include in the aforesaid surrender the parcel of land contained in the continuation to Owen's Sound of the recently surrendered strip aforesaid.

3rd. We do reserve for the benefit of the Colpoy's Bay Indians, in the presence and with the concurrence of John Beattie, who represents the tribe at this Council, a block of land containing 6,000 acres, and including their village, and bounded on the north by Colpoy's Bay.

All which reserves we hereby retain to ourselves and our children in perpetuity, and it is agreed that the interest of the principal sum arising out of the sale of our lands be regularly paid to them so long as there are Indians left to represent our tribe without diminution at half yearly periods.

And we hereby request the sanction of our Great Father the Governor General to this surrender, which we consider highly conducive to our general interests.

Done in Council, at Saugeen, this thirteenth day of October, 1854.

It is understood that no islands are included in this surrender.

Signed and sealed:

L. OLIPHANT,

Supt. Genl. Indian Affairs.

PETER JACOBS,

Missionary.

Witnesses:

JAS. ROSS, *M.P.P.*,

C. RANKIN, *P.L.S.*,

A. McNABB,

Crown Land Agent.

JOHN (totem) KADURGEKWUN,	[L.S.]
ALEX. (totem) MADWAYOSH,	[L.S.]
JOHN (totem) MANEDSWAB,	[L.S.]
JNO. THOS. (totem) WAHBUHDICK,	[L.S.]
PETER (totem) JONES,	[L.S.]
DAVID SAWYER,	[L.S.]
JOHN H. BEATY,	[L.S.]
THOMAS (totem) PABAHMOSH,	[L.S.]
JOHN (totem) MADWASHMIND,	[L.S.]
JOHN (totem) JOHNSTON,	[L.S.]
JOHN AUNJEGAHBOWE,	[L.S.]
JAMES NEWASH,	[L.S.]
THOMAS (totem) WAHBUHDICK,	[L.S.]
CHARLES KEESHICK.	[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Governor General on the 27th September, 1855.

On a memorandum dated 12th instant, from the Superintendent General of Indian Affairs, submitting certain proposed changes, as shown in two certain plans, in the shape of the Indian reserves in the tract commonly called the Saugeen Peninsula, lately surrendered to the Crown, both changes having been assented to by the Indians in Council, and recommending:

1st. That the reserve known as the Saugeen Reserve, now bounded on the west by a straight line running due north from the River Saugeen at the spot where it is entered by a ravine immediately to the west of the village, be bounded instead by the Indian path called the Copway Road, which takes a north-westerly direction, as shown by the red line in the plan. This change will give the Saugeen Indians a small increase of frontage on Lake Huron, and will not interfere with the town plot now laid out on the tongue of land contained between that lake and the River Saugeen.

2nd. That the south-western boundary of the Cape Crocker Reserve, now formed by a line drawn from the bottom of Nochemowenaing Bay to the mouth of Sucker River, start instead from the south shore of Hope Bay, at a small point about a mile from its head, and strike Lake Huron two miles south of Sucker River, as shown by the plan. This change would cut off from the Indians one mile of frontage on Hope Bay, giving them in compensation two miles extra frontage on the Georgian Bay. The head of Hope Bay has been recommended by Mr. Dennis, the surveyor of the tract, as the site for a town, and the present position of the south-western boundary of the reserve would render it impossible to carry out his suggestion.

The Committee recommend that the proposed changes be effected.

Certified.

WM. H. LEE,
C.E.C.

Copy of a Report of a Committee of the Honorable the Executive Council, dated 31st January, 1855, approved by His Excellency the Governor General in Council on the 3rd February, 1855.

On a communication dated 31st January, ult., from the Superintendent General of Indian affairs, transmitting a surrender from the Chippewa Indians of Saugeen and Owen Sound to Her Majesty, in trust of a tract of land situated in the County of Grey, and forming part of the Peninsula on the north-east shore of Lake Huron, commonly called the "Saugeen Reserve," and requesting that the trust may be accepted by Your Excellency in Council and entered upon the records in the offices of the Commissioner of Crown Lands and Provincial Registrar.

The Committee recommend that the trust be accepted, and that an entry be made thereof in the offices of the Commissioner of Crown Lands and Provincial Registrar.

Certified.

WM. H. LEE,
C.E.C.

To the Honorable
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 15th February, 1855.

I hereby certify that the foregoing surrender and minute of the Executive Council thereon have been entered upon the records of this office in Lib. C. S., Folio 129.

THO. AMIOT,
Depy. Regr.

No. 72.

Surrender
of the
Saugen Tract.
13 Oct. 1854.

of the Saugueen Peninsula

The Chiefs, Sachems and principal men
of the Saugueen tribes residing at Saugueen
Sound, confiding in the wisdom
and protecting care of our Great Mother
the Queen the King, and believing that our
Father the Emperor the King of Great
Britain and His Majesty's Governor General
are desirous to promote those interests
which with most laudable conduct to the welfare
of the Red Children, have now, being in full
Council assembled in presence of the Superintendent
of Indian Affairs, and of the young men of both
tribes, respect that it will be highly desirable
for us to make a full and complete surrender
to the Crown of that Peninsula known
as the Saugueen and Saugueen Sound Indian Reserve
subject to certain restrictions and reservations
to be hereinafter set forth. We have therefore
set our marks to this document after having
heard the same read to us, and do hereby
surrender the whole of the above named
tracts of country bounded on the South
by a straight line drawn from the Indian
village of Saugueen to the Indian village of
Kawich, to the continuation of the northern limit
of the narrow strip recently surrendered by
us to the Crown, and bounded on the North
East and West by Georgian Bay and Lake
Huron, with the following reservations, to wit:
For the benefit of the Saugueen Indians

we receive all that block of land bounded
 West by a straight line running due north from
 the river Saugan at the spot where it is ~~intercepted~~
 by a ravine immediately to the west of the village
 and over which a bridge has recently been constructed
 to the shore of Lake Huron - on the South by
 the aforesaid northern limit of the lately surrendered
 strip on the East by a line drawn from a spot
 upon the coast at a distance of
 about ~~of~~ nine miles and a half from the western
 boundary aforesaid and running parallel thereto
 until it touches the aforesaid northern
 limit of the lately surrendered strip and we
 wish it to be clearly understood that we wish
 the Peninsula at the mouth of the Saugan river to
 the west of the western boundary aforesaid to
 be laid out in town ~~part to be~~ and sold for
 our benefit without delay, and we also wish
 it to be understood that our surrender includes that
 parcel of land which is in continuation of the strip
 recently surrendered, to the Saugan River -

We do also receive to ourselves that tract of land
 called Chief ^{Point} bounded on the East by a line drawn
 from a spot half a mile up the Lake River
 and continued in a northerly direction to the Bay
 and upon all other sides by the Lake -

2^{ndly}. We receive for the benefit of the Owen
 Sound Indians all that tract bounded on the
 South by the northern limit of the continuation
 of the strip recently surrendered, on the North
 West by a line drawn from the North Eastern
 angle of the aforesaid strip (as it was surrendered
 with north Eastern ^{boundary}) on the South East by the Sound ^{extending} to be

Signed and Sealed

John W. ...

John ...

Supt. Genl Indian Affairs Dept of War

Peter Jacobs

Missionary

John ...

John ...

Witnesses

John Ross M.P.A.

Rankin ...

William ...

George ...

Peter ...

George ...

John ...

Thomas ...

John ...

John ...

John ...

James ...

Thomas ...

Charles ...

L. Alphonse

James ...

Quincy ...

Whereby certify that the foregoing ... have been entered upon the ... Office in Lib. C.S. Folio 129.

Handwritten signature

Copy of a Report of a Committee
of the Hon^{ble} the Executive
Council, approved by His Excellency
The Governor General on the
27th September 1855.

On a Memorandum dated 12th
Instant from the Superintendent General
of Indian Affairs, submitting certain proposed
changes, as shown in two certain plans, in
the shape of the Indian Reserves in the
Tract commonly called the Sauguen
Peninsula, lately surrendered to the Crown -
both changes having been assented to by the
Indians in Council; and recommending

1st That the Reserve known as the Sauguen
Reserve, now bounded on the West by a
straight line running due North from the
River Sauguen at the spot where it is
entered by a Ravine immediately to the
West of the Village, be bounded instead
by the Indian path called the Copway Road
which takes a North Westerly direction, as
shown by the red line in the plan - This
change will give the Sauguen Indians a

Amat.

small increase of frontage on Lake Huron,
and will not interfere with the Town plot
now laid out on the tongue of land contained
between that Lake and the River Saugen.

2.^d That the Southwestern boundary
of the Cape Crocker Reserve now formed
by a line drawn from the bottom of
Kochemowaning Bay to the Mouth of
Sucker River, start instead from the South
Shore of Hope Bay at a small point about
a mile from its head, and strike Lake Huron
two miles South of Sucker River, as shown
by the plan. This change would cut off from
the Indians one mile of frontage on Hope
Bay, giving them in compensation two
miles extra frontage on the Georgian Bay -
The Head of Hope Bay has been recommended
by Mr. Dennis the Surveyor of the Tract as
the site for a Town, and the present position of
the South Western Boundary of the Reserve
would render it impossible to carry out his
suggestion.

The Committee recommended
that the proposed changes be effected.

Certified
W. H. H.

Copy of a Report of a Committee of the
Honorable the EXECUTIVE COUNCIL, dated
31st January 1855 approved
by His Excellency the Governor General in
Council on the 3rd February 1855.

On a Communication dated
31st January ult^o. from the Superintendent General
of Indian Affairs, transmitting a Surrender from the
Chippewa Indians of Sauguen & Owen's Sound to
Her Majesty in Trust, of a Tract of Land situated
in the County of Grey, and forming part of the
Peninsula on the North East Shore of Lake Huron
commonly called the "Sauguen Reserve", & requesting
that the Trust may be accepted by Your Excellency
in Council and entered upon the Records in the
Office of the Commissioner of Crown Lands, and
Provincial Registrar.

The Committee recommend that
the Trust be accepted & that an Entry be made
thereof in the Office of the Commissioner of
Crown Lands & Provincial Registrar.

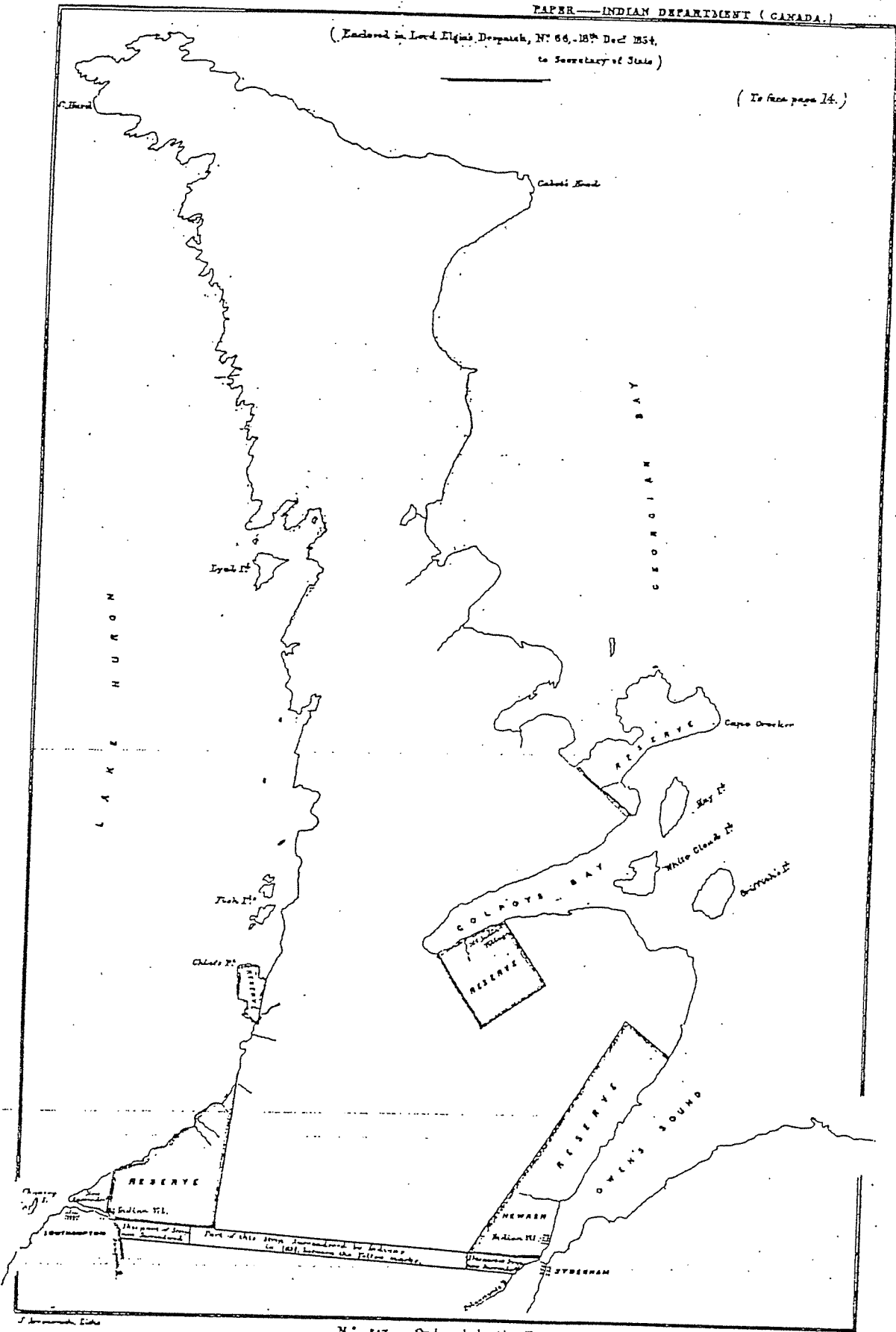
Certified
Wm. Lee
Secy.

[Map of Lands Surrendered in the Saugeen Peninsula, 1854]

PAPER—INDIAN DEPARTMENT (CANADA.)

(Enclosed in Lord Elgin's Despatch, N^o 66, 18th Dec^r 1854,
to Secretary of State)

(To face page 14.)



N^o 247. Ordered by the House of Commons, to be Printed, 2 June 1858.

Henry Mansel, Printer.

These valuable Wild Lands will be sold by public auction. The first sale will take place at Owen's Sound, on the 24 day of September, next, and following days.

The terms will be as follows: One-third cash at the time of sale, and the balance in six equal annual instalments with interest at six per cent.

There will be no conditions of settlement, but the purchasers of the lots on two of the leading lines of Road, will be obliged, within one year from the date of the purchase, to cut and reserve the timber along the front of the lot to a width of 20 feet from the centre of the Road. For further particulars see advertisement.

SAUGEEN INDIAN PENINSULA

SHOWING THE TOWNSHIPS OF
ALBEMARLE, KEPPEL,

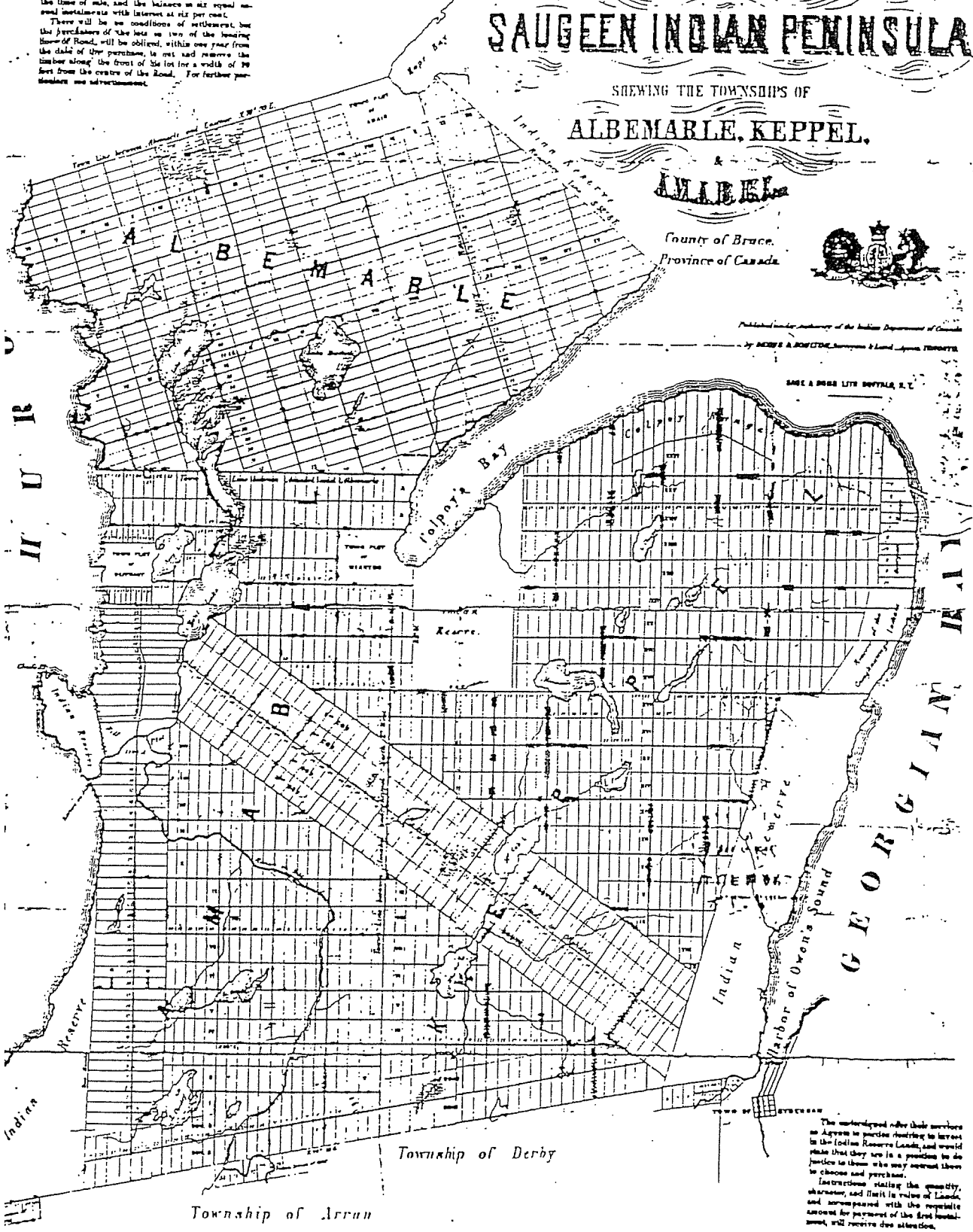
ALBEMARLE

County of Bruce,
Province of Canada.



Published under authority of the Indian Department of Canada
by **SMITH & BOWEN LTD.**, Surveyors & Land Agents, TORONTO.

SMITH & BOWEN LTD. TORONTO, O.T.



The undersigned offer their services as Agents in parcels desiring to invest in the Indian Reserve Lands, and would state that they are in a position to do justice to those who may concern them in choice and purchase.
Instructions stating the quantity, character, and limit in value of Lands, and accompanied with the requisite amount for payment of the first instalment, will receive due attention.

DENNIS & BOULTON,
Toronto, July 21st, 1864.

RCE: National Map Collection Call number H2/420/BRUCE/1856 - NMC-21388
Copied from a 15" = 20" photo reproduction at the Union of Ontario Indians Office.

Proclamation
Declaring certain Indian
Reserves to be placed under
the provisions of the Act
13 & 14 Vict: Ch:74

Recorded 2nd April 1856
In Lib. C.M. Folio 161

Tho. Amiot
Depy Regr

Edmund Walker Head

Province of Canada

Victoria by the grace of God of
United Kingdom of Great Britain
and Ireland, Queen Defender
of the Faith & c. & c.

To all to whom these Presents shall come Greetings

A Proclamation

Whereas in and by an act of the Parliament of the Province passed in the Session thereof held in the thirteenth and fourteenth years of Our Reign, Chaptered amongst the Public General Acts of the Session in which the same was passed, as Chapter Seventy-four and intituled " An Act for the protection of the Indians in Upper Canada, from imposition, and the property occupied or enjoyed by them from trespass and injury" - it is amongst other things in effect enacted, That the provisions in the tenth, eleventh and twelfth Sections in the said Act contained should extend and be construed to extend to such Indian Lands only in Upper Canada as the Governor of our said Province for the time being should, from time to time by Proclamation under the Great Seal thereof, think fit to declare and make subject to the same, and so long only as such Proclamation should remain unrevoked and in full force.- And whereas it has been deemed expedient by Our Governor of Our said Province that the said provisions should be extended to the following Lands, that is to say:

1st The Reserve adjoining the Town of Southampton bounded on the West by a straight line running due North from the river Saugeen at the spot where it is entered by a ravine immediately to the West of the Village and over which a bridge has recently been constructed to the shore of Lake Huron, - on the South by the aforesaid Northern limit of the lately surrendered strip.- on the East by a line drawn from the spot upon the Coast at a distance of about nine miles and a half from the Western Boundary aforesaid and running parallel thereto until it touches the aforementioned Northern limit of the recently surrendered strip.

2nd The Reserve at Chief's Point, Lake Huron, bounded on the East by a line drawn from a spot half a Mile up the Sable River and continued in a Northerly direction to the Bay and upon all other sides by the Lake.

3rd The Reserve at Owen's Sound, bounded on the South by the Northern limit of the continuation of the Strip recently surrendered,- on the North West by a line drawn from the North Easterly Angle of the aforesaid Strip (as it was surrendered in 1851) in a North Easterly direction,- on the South East by the Sound extending to the Southern limit of the Caughnawaga settlement,- on the North by a line two miles in length and forming the said Southern limit.

4th The Reserve at Cape Crocker bounded on three sides by Georgian Bay, on the South West Side by a line drawn from the bottom of Nochemowaning Bay to the Mouth of the Sucker River.

5th The Reserve at Colpoy's Bay, a block of land containing 6000 acres and including the Village and bounded on North by Colpoy's Bay.

Now therefore know Ye, that We taking the same into our Royal consideration, and approving of the extension of the said provisions of the said Act to the said lands hereinbefore described, do hereby declare and make all and singular the said lands hereinbefore mentioned and every part thereof, subject to the said provisions in the said tenth eleventh and twelfth Sections of the said Act contained, according to the form of the Statute in such case made and Provided - Of all which premises the Superintendent General, the Assistant Superintendent General, and every Subordinate Superintendent of Indian Affairs, the Commissioners in the above recited Act mentioned and referred to, and all Our Justices, Sheriffs, Bailiffs, Constables and other Officers of Justice and all others Our Liege Subjects, are hereby required to take notice and to govern themselves accordingly.

In testimony whereof We have caused these Our Letters to be made Patent and the Great Seal of Our said Province of Canada to be hereunto affixed, Witness Our Trusty and Well Beloved Sir Edmund Walker Head, Baronet, Governor General of British North America and Captain General and Governor in Chief in and over the Provinces of Canada, Nova Scotia, New Brunswick and the Island of Prince Edward and Vice Admiral of the same &&&

At Toronto this Eighteenth day of March in the year of Our Lord one thousand eight hundred and fifty six and in the nineteenth year of Our Reign.

By Command

Proclamation

Declaring certain Indian
Reserves to be public lands
The provisions of the Act
1874 Act: 24.

Recorded 2nd April 1896
In P. O. C. M. State 1896.

W. H. ...
D. H. ...

by the Northern limit of the continuation of the Strip recently surrendered from the North West by a line drawn from the North Eastern Angle of the aforesaid Strip (as it was surrendered in 1851) in a North Eastern direction, - on the South East by the Sound extending to the Southern limit of the Coughnagar settlement on the North by a line two miles in length and forming the said Southern limit.

4th - The Reserve at Cape Covegor bounded on three sides by Georgian Bay, on the South West Side by a line drawn from the bottom of Kichemungung Bay to the Mouth of the Sucker River

5th - The Reserve at Golpoy's Bay, a block of land containing 6000 acres and including the Village and bounded on the North by Golpoy's Bay -

Now Therefore Know Ye, that We taking the same into Our Royal Consideration, and approving of the extension of the said Provisions of the said Act to the said lands hereinbefore described, do hereby declare and make all and singular the said lands hereinbefore mentioned and every Part thereof, subject to the said provisions in the said tenth eleventh and twelfth sections of the said Act contained, according to the form of the Statute in such case made and Provided. - Of all which Premises the Superintendent General, the Assistant Superintendent General, and every Subordinate Superintendent of Indian Affairs, the Commissioners in the above recited Act mentioned and referred to, and all Our Justices, Sheriff, Bailiffs, Constables and other Officers of Justice, and all others Our Liege Subjects, are hereby required to take notice and to govern themselves accordingly -

In testimony whereof, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province of Canada to be hereunto affixed. Witness Our Trusty and Well Beloved Son Edmunds Walker Head, Baronet, Governor General of British North America and Captain General and Governor in Chief in and over Our Provinces of Canada Nova Scotia New Brunswick and the Island of Prince Edward and Vice Admiral of the same &c. - &c. - in At Toronto this eighteenth day of March in the year of Our Lord one thousand eight hundred and fifty six and in the nineteenth of Our Reign.

*John Macdonald
Attorney General*
By Command

Geo. E. Walker
Secretary

No. 331.

KNOW ALL MEN BY these presents that we the undersigned Chiefs and Warriors of the Caughnawaga Band of Indians now residing on that piece or parcel of land described and marked on Messrs. Dennis and Boulton's map of the Saugeen Indian Peninsula as the "Reserve of the Caughnawaga Indians a copy of which is hereunto annexed. In consideration of the sum of Six Hundred and seventy two pounds and two Shillings of lawful money of Canada to us in hand paid by the *Indian Department* of the said Province, the receipt whereof we do hereby acknowledge. Have by these presents sold assigned transferred and set over unto the said Indian Department the said "Reserve of the Caughnawaga Indians—Saving and excepting and always reserving out of the same Three hundred acres of land (for the benefit of three families of the said Band of Indians (intending residents on the same) to be chosen decided upon and appointed by the said Indian Department.

To have and to hold the same unto the said Department upon the trusts and for like purposes of other lands held by the said Department for the benefit of Indians.

In Witness Whereof we have hereunto set our hands and seals at the town of Sydenham in the County of Grey this Fourth day of September in the year of our Lord one thousand eight hundred and fifty six

In Presence of	}	ATONWA x TEHAIASE	[L.S.]
ISAAC MAY		ATONWA x TEKAINWAONTERE	[L.S.]
M. ANDERSON.		THAWIS x SALASONNITAKEREN	[L.S.]
Certified to have been Executed in my		WISHE x SAKTISHIOTTHA	[L.S.]
presence		SAK x SAKSHIENTHETHA	[L.S.]
T. G. ANDERSON		JOHN x KAMHENDAT	[L.S.]
S. I. A.		RORON x THARONTAWAKON	[L.S.]
		SARA x THEKANIATAREKON	[L.S.]
		SOSE x KETONIA	[L.S.]
		SOSE x ORAKWAKEN	[L.S.]
		SASATIS x TESENNITOKEN	[L.S.]
		HENNIAS x KARAKWASA	[L.S.]
		SAKSARIE x OTSETOKON	[L.S.]

Toronto 6th Sept 1856.

SIR,—I have the honour to report to you that in obedience to your instructions of the 2nd Instant I proceeded to Owen Sound and have now to Enclose a quit claim from the Caughnawaga Indians, signed by thirteen of the Heads of families, releasing to the Dept. all their right and title to that part of the Saugeen Peninsula which had been reserved for their use and benefit. Excepting Three hundred Acres from which Three families decline removing, such Three hundred Acres to be allotted to them in such part as the Dept. may see fit.

They are desirous that the amount of £672.2/ Cy. should be sent to Mr. Alex. McNabb for distribution among them with as little delay as possible so that they may be enabled to remove at once.

I have the honor to be Sir

Your Most Obedient Humble Servant

T. G. ANDERSON

S. I. A.

R. T. PENNEFATHER Esq

Supt. Genl. Toronto, C. W.

No. 79.

To all to whom these presents shall come :—

Be it known that whereas Peter Jones Kecedonce, Geoge A. Tabagwun, John Thomas Wabatick, John Snake, Abner Elliot, John Johnson and Charles Keeshick, on the part of the Chippewa Indians residing at Nawash, Owen Sound ; and Baptist Beauvin, a Mohawk Indian, residing on the Caughnawaga Tract, on the north shore of Owen Sound, on the part of the three Caughnawaga families who remain located on said tract, were appointed by their respective people at a full Council to proceed as a deputation to Toronto, for the purpose of treating with their Father the Governor General for a surrender of the reserve which they respectively occupy.

And whereas the contemplated treaty between the Crown and the said Nawash Indians for the surrender of the aforesaid reserve has been this day made and executed, it is deemed by all the parties named desirable that the said Caughnawaga families should also surrender and yield up to the Crown the lands which they occupy in the aforesaid Caughnawaga settlement, and remove to Cape Croker with the Nawash Band, and it is therefore agreed upon by all the contracting parties that the said

three Caughnawaga families consisting of fifteen persons, including men, women, and children, shall and hereby do yield up the said three lots, to wit: thirteen, seventeen, and eighteen, to the Crown, for the purpose of being sold in common with other surrendered land, for the benefit of the Chippewa Indians of Nawash, and will remove therefrom when required by the Governor General to do so, and the members of the Nawash Tribe do hereby admit the said Caughnawaga Indians to a full share and participation in all revenues and privileges enjoyed or to be enjoyed by the said Nawash Band.

It is further agreed that the heads of the said three Caughnawaga families, viz., Baptista Beauvin, Louis Beauvin and Michel Montour shall be entitled to receive out of the first payment by the purchasers of said land the appraised value of their respective buildings and other improvements, also the further sum of ten pounds per head to each member of their respective families, and on removing to Cape Croker they will be located on twenty-five acre lots in like manner as is agreed upon by the treaty already named. Provided always, that this agreement shall not be held as binding unless the majority of the Nawash Band concur therein, which concurrence or dissent from it is required to be expressed before Richard Carney, Esquire, within one month from this date.

In Testimony Whereof, the parties herunto affix their hands and seals, at Toronto, this ninth day of February, one thousand eight hundred and fifty-seven.

Read, explained through the interpreters. Signed, sealed and delivered in presence of us :

W. R. BARTLETT,
MICHAEL TURNOR,
S. Y. CHESLEY.

PETER JONES KEGEDONCE, (totem).	[L.S.]
GEORGE A. TABAGWUN, (totem).	[L.S.]
JOHN T. WABATICK, (totem),	[L.S.]
JOHN SNAKE, (totem),	[L.S.]
ABNER ELLIOT,	[L.S.]
JOHN x JOHNSON,	[L.S.]
CHARLES KEESHICK,	[L.S.]
BAPTIST x BEAUVIN.	[L.S.]

Approved,

R. T. PENNEFATHER,
Supt. Gen'l.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chiefs, Headmen, and Warriors of the respective bands of Ojibway Indians, located at the villages of Saugeen and Nawash, on the Saugeen Peninsula, that for and in consideration of the natural love and affection which we have for our Indian brothers located on the reserve on Colpoy's Bay, on said Peninsula, have hereby agreed to give, grant, alien, release and confirm, and by these presents we do give, grant and bequeath unto our Indian brothers on the said reserve, and to their heirs and assigns forever, all and singular our interest in that certain parcel or tract of land situate, lying and being at the head of Colpoy's Bay, on the said Peninsula, now in occupation of our Indian brothers, known as the Colpoy's Bay Band of Indians, as shown on the drafts or plans of the said Saugeen Peninsula, together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the same unto the said band of Indians, their heirs or assigns, to their own use and behoof forever.

We, the aforesaid Chiefs, Headmen and Warriors, do make this gift subject to the approval of our Great Father the Governor General. At the same time we hope that our Great Father will sanction this our bequest to our Indian brothers, and will confirm it unto them by such writings as may be considered necessary for the purpose.

IN WITNESS WHEREOF we have hereunto affixed our names and totems this sixteenth day of January, one thousand eight hundred and fifty-seven.

Signed, and executed, in } presence of: THOMAS STAG, <i>Chief.</i> JOHN H. BEATTY, <i>Intpr. and</i> <i>Writer.</i> JOHN SMITH, <i>Chief.</i> JOSEPH JONES. PETER YORK, <i>Intpr.</i>	}	Owen Sound Indians:
		PETER JONES x KEGEDONCE, (totem)
		GEORGE x ARTHUR TABEQWUN, (totem)
		JOHN x JOHNSTON, (totem)
		JOHN THOMAS x WAHBAHTICK, (totem)
		JAMES x NAWASH, (totem)
		CHARLES KEESHICK, (totem)
		LOUIS x JOHNSTONE,
		JOSEPH NAH x BEQUON,
		PETER x WABIZE,
		WILLIAM x WANKEY,
		FRANCIS x ONUHGEWUN,
		PETER x KEESHICK,
DOMINICK x JOHNSTON,		
MOSES x MONEDOQUIWIS,		
DANIEL x ELLIOTT,		
DAVID x NAWASH,		
THOMAS x SOLOMON,		
DAVID T. x WAHBAHTICK,		
JOSEPH x MESHEKAKAKE,		
ABNER x ELLIOTT,		
JOHN x SNAKE,		
WILLIAM ANGUS,		

Signed and executed in our } presence: JOHN H. BEATTY, <i>Interpreter and Writer,</i> JOHN SMITH, <i>Chief,</i> JOSEPH JONES.	}	Saugeen Indians:
		CHIEF ALEXANDER x MADWAYOSH, (totem)
		CHIEF JOHN x JOHNSTON, (totem)
		CHIEF JOHN x WADAUGE GWON, (totem)
		Warriors:
		THOMAS x PAPEWMOSH,
		JOHN x AUGE-GAW-BOW,
		JOHN x MANE-DO-WEB,
		THOMAS x NAU-WAN-KWA,
		JOHN x NA-DWASHUMD,
		JOSEPH x AUSHANWANSEGA,
		SIMPSON x QUAKEGESHIG,
		CHARLES x NASHAWKEWAWEAONG,
		JACOB x MESHABOOG,
		HENRY x MADWAYOSH,
		AARON x PANYASHEGWAWDENG,
		JOHN x AU-WON-AU-GOAT,
		ISAAC x SANEGWABISH,
		JAMES x ANDANSONOGOKOG,
		KANBE x KE-SHE-QUOT,
		JOHN x NADWASHEMUD,
		JAMES x WEGNOOS,
		JOHN x WESLEY.

Approved:

R T PENNEFATHER.

No. 82.

To all to whom these presents shall come :

We, the undersigned Chiefs and Warriors, on behalf of the people of the Newash Band of Chippewa Indians residing at Owen Sound, send greeting.

Whereas we and our people having the fullest confidence in the paternal care and good intentions of our kind Father the Governor General towards all his Indian children, and foreseeing the great benefits that we and our posterity are likely to derive from the surrender of a large portion of our reserve, in the year of Our Lord one thousand eight hundred and fifty-four, we have, after mature consideration, in several full councils held at our village of Newash, arrived at the conclusion that it will be to our advantage to place at the disposal of Our Father the Governor General the land upon which we now reside, commonly known as the Newash or Owen Sound Reserve, in order that he may cause the same to be sold for our benefit. Be it therefore known that we, Peter Jones Kegeponce and George A. Tabegwun, Sachem Chiefs, John Thomas Wabatick, John Snake, Abner Elliot, John Johnson and Charles Keeshick, Interpreter, Councillors and Principal Men of the Newash Band, for and on behalf of our said tribe, do hereby surrender, make over and convey to Her Most Gracious Majesty Queen Victoria, Her heirs and successors, all and singular that certain tract or parcel of land and premises situate, lying and being on the westerly side of the Owen Sound in the Georgian Bay, known as the Newash Reserve, and containing about ten thousand acres of land, be the same, more or less, which tract of land is butted and bounded and otherwise known and described as follows, viz: On the north-east by the water of Owen Sound, on the north-west by the head line road between the seventeenth and eighteenth concessions of the Township of Keppel and the southerly boundary of the lands lately occupied by the Caughnawaga Indians, on the south-west by a straight line as represented by Mr. Rankin's plan of survey, being the boundary between said reserve and the said Township of Keppel, and on the south-east by the head line between concession A of Keppel and the strip of land surrendered in the year one thousand eight hundred and fifty-one.

To have and to hold the said land and premises, with all and singular its hereditaments and appurtenances, to Her said Majesty Queen Victoria, Her heirs and successors forever, to the intent and purpose that Her said Majesty, her heirs and successors, may sell and dispose of the same for the sole use and benefit and behoof of us, the aforesaid Newash Band of Indians and our posterity forever, subject, however, to such deductions for defraying the expense of survey and the subsequent management of the sale of the land as are incidental by a general rule to all other Indian lands, and also to the following conditions, viz. :—

1st. That so soon as the above named reserve shall be sold and we are required to remove from it there shall be assigned to each Indian family, constituted as such before the year one thousand eight hundred and sixty, a lot of twenty-five acres, surveyed for the purpose, in our reserve at Cape Croker, exclusive occupation and right of cultivation of such lot is thus assigned to each Indian family, so long as the unity of the family is retained, but upon the breaking up of any such family or the extinction of its males or its separation from the tribe by migration it will be competent for the Governor General to re-assign or reserve any lot so vacated for the best advantage of the tribe at large.

2nd. That the sum of one thousand pounds shall be advanced from the proceeds of the first sale of the aforesaid tract for the erection of frame dwelling houses at Cape Croker, of dimensions similar to those we now occupy at Newash, to be built under the direction of the Indian Department, and that afterwards from three to five houses shall be erected annually at said place until each individual having a right to a house shall be supplied, the expense of these last mentioned to be borne from our annuity or interest funds.

3rd. That each individual of the tribe now participating in our annuity shall receive ten pounds from the proceeds of the first instalment paid on the land to be sold, and the tribe shall further be entitled hereafter to receive from the principal arising from such sale (should circumstances render it necessary) a sum sufficient to build a church or for such other permanent improvement as the Governor General may approve of.

4th. That one acre be reserved and set apart for a burying ground.

The foregoing arrangement must be and remain null and void to all intents and purposes, unless it receive the assent of His Excellency the Governor General in Council.

IN TESTIMONY WHEREOF, we, the aforesaid Chiefs and Councillors, have hereunto affixed our names and totems in signification of our assent and concurrence to the foregoing surrender, at the City of Toronto, this ninth day February, in the year of Our Lord one thousand eight hundred and fifty-seven.

Read, explained through the interpreter, signed, sealed and delivered in presence of us MICHAEL TURNOR, W. R. BARTLETT, E. J. CHESLEY.	R. T. PENNEFATHER,	[L.S.]
	Supt. Genl.,	[L.S.]
	S. Y. CHESLEY,	[L.S.]
	PETER JONES KEGEDONCE, (totem)	[L.S.]
	GEORGE ARTHUR TABEGWUN, (totem)	[L.S.]
	JOHN THOMAS WABATICK, (totem)	[L.S.]
	JOHN SNAKE, (totem)	[L.S.]
	ABNER ELLIOTT,	[L.S.]

Copy of a Report of a Committee of the Honorable the Executive Council, dated the 18th February, 1857, approved by His Excellency the Governor General in Council on the same day.

On a report of the Superintendent General of Indian Affairs submitting for ratification by Your Excellency in Council a surrender to the Crown dated 9th February, 1857, from the Chiefs and Councillors of the Newash Band of Chippewa Indians residing at Owen Sound, in the Georgian Bay, of the tract or parcel of land and promises situate on the westerly side of the Owen Sound, known as the Newash Reserve, and containing about ten thousand acres of land, upon certain conditions set forth in the deed of surrender.

The Superintendent General submits for the reasons stated in his report that it would be for the advantage both of the Indians themselves and the country at large to accept this surrender, with a view to the tract being immediately surveyed and laid open for settlement.

The Committee recommend that the surrender be accepted and enrolled in the offices of the Commissioner of Crown Lands and of the Provincial Registrar, with a view to the tract being immediately surveyed and laid open for settlement, as submitted by the Superintendent General of Indian Affairs.

Certified,

WM. H. LEE,
C. E. C.

To the Honorable,
The Provincial Registrar,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE.

TORONTO, 20th February, 1857.

I hereby certify that the within surrender, together with the Minutes in Council hereto annexed, have been entered upon the records of this office in Lib. C. S., Fols. 164, 165, 166, 167.

THO. AMIOT,
Deputy Registrar.

No. 93.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Chiefs and principal men of the band of Indians known as the Colpoy's Bay Band, now residing at Colpoy's Bay in the County of Grey and Province of Canada, for certain good reasons us thereunto moving, have, for ourselves as well as for every member of our said band, ceded and by these presents do cede, relinquish, surrender and yield up to Her Most Gracious Majesty Queen Victoria and Her successors all our right, title, interest and claim whatsoever that we now have or may hereafter pretend to have to a certain tract of land containing six thousand acres situate lying and being on the south-east side of Colpoy's Bay, in the Township of Keppel, County of Grey and Province of Canada, which said tract of land was set apart for us and reserved to our sole use by the Chippewa Indians of Saugeen and Owen Sound.

NOW KNOW YE that we have been moved to make the surrender above alluded to with the view of removing from our present place of residence to join our brethren, the Chippewas of Lakes Huron and Simcoe on the Christian Island.

We do therefore with the advice and consent of our said band in council assembled hereby surrender in trust to be sold for our benefit the aforementioned six thousand acres of land upon the following conditions, that is to say:—

1st. The land to be sold by auction without conditions of settlement, the terms of sale to be one-fourth of the purchase money down and the remainder in six equal annual instalments, bearing interest at six per cent, but no timber to be cut except by actual settlers, on the condition on which timber on Crown lands may now be cut, until purchase money is paid up in full, and the proceeds, after deducting cost of survey, sale and other incidental expenses, to be funded for the benefit of the Colpoy's Bay Band of Indians.

2nd. The value of the individual and public improvements to be required of the purchaser at the time of sale, in order that the amount may be paid over to the Indians.

IN WITNESS WHEREOF we have hereunto set our hands and seals with our totems at Colpoy's Bay this sixteenth day of August, in the year of Our Lord one thousand eight hundred and sixty-one.

Signed, sealed and delivered in our presence, being first read, interpreted and explained:—
W. R. BARTLETT, S.I.A.,
F. T. WILKES, J., C. Crt. of Grey.

JOSEPH JONES, Chief, [L.S.]
JOHN SMITH (totem), Chief, [L.S.]
WALKER SMITH (totem), Councillor, [L.S.]
Warriors:
THOS. JONES (totem),
ISAAC WAHBEGENEES (totem),
WILLIAM SAHGEWEBE (totem),
JAMES BARREL,
CHAS. MEGIS (totem),
LUKE SNAKE (totem).

We do hereby certify that the foregoing surrender of the tract called Colpoy's Bay Reserve, containing six thousand acres, has been assented to by the Chiefs of the band of Indians known as the Colpoy's Bay Band at a meeting of their council this day assembled on the said reserve, summoned for that purpose according to their rules and in our presence.

Dated this seventeenth day of August, A.D., 1861.
F. T. WILKES,
Judge, County Crt., County of Grey.

COPY of a Report of the Committee of the Honorable the Executive Council, approved by His Excellency the Governor General in Council on the 10th September, 1861.

On a memorandum dated 28th August, 1861, from the Honorable the Commissioner of Crown Lands, submitting for acceptance by Your Excellency in Council, under the Act 23rd Vic., Cap. 151, Sec. 4, Art. 2, a surrender bearing date 16th August, 1861, by the Colpoy's Bay Indians, of six thousand acres of land, situate in the Township of Keppel, in the County of Grey, U.C.

The Committee advise that the surrender be accepted and enrolled in the usual manner in the offices of the Provincial Registrar and Commissioner of Crown Lands.

Certified,
WM. H. LEE, C.E.C.
To the Honorable,
The Commissioner of Crown Lands,
&c., &c., &c.

PROVINCIAL REGISTRAR'S OFFICE,
QUEBEC, 12th September, 1861.

I hereby certify that this surrender has been entered on the records of this office in Lib. C.S., Folio 221.

WM. KENT,
Deputy Registrar.

No. 213.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewa Indians of Nawash, resident on our reserve at Cape Croker, in the County of Bruce, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the County of Grey and Province of Ontario, containing by admeasurement fourteen hundred acres, be the same more or less, and being composed of that certain island known as "White Cloud" Island, situate at the entrance of Colpoy's Bay, in the County and Province aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in equal proportions with the Chippewas of Saugeen.

And we, the said Chief and Principal Men of the said the Chippewas of Nawash, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of said White Cloud Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fourteenth day of January, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered }
 in the presence of, after }
 having been read over, in- }
 terpreted and explained: }
 FREDK. LAMORANDIÈRE,
Secy.,
 WILLIAM MCGREGOR,
Chief,
 WILLIAM ANGUS,
Chief.

PETER SKEDONE,	[L.S.]
WM. JOHNSON,	[L.S.]
LEWIS NADGEWON,	[L.S.]
CHARLES JONES KEGEDONCE,	[L.S.]
JOSEPH J. KEGEDONCE,	[L.S.]
PAUL JOHNSON,	[L.S.]
SOLOMON J. KEGDONCE,	[L.S.]
ELIJAH JONES,	[L.S.]
JAMES TOMAN,	[L.S.]
JAMES SOLOMON,	[L.S.]
JOHN AKWENZEE,	[L.S.]
ABNER ELLIOTT,	[L.S.]
WILLIAM WOHKAS,	[L.S.]
ABRAM SKY,	[L.S.]
FRANK NADGWON,	[L.S.]
PETER ELLIOTT,	[L.S.]
CHARLES MEGRISS,	[L.S.]
LOUIS SOLOMON,	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF GREY. }
To Wit:

Personally appeared before me Frederick Lamorandière, of the Village of Cape Croker, in the Province of Ontario, and Wm. B. McGregor, Chief of the said Band of Indians.

And the said Frederick Lamorandière for himself saith:

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Cape Croker Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Wm. B. McGregor says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Frederick Lamorandière.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said deponents at the Town of Owen Sound, in the County of Grey, this twenty-fourth day of Feb., A.D. 1885.

FRED. LAMORANDIERE,
WM. B. MCGREGOR.

HENRY MACPHERSON,
J. C. C., C. Grey.

Recorded 8th April, 1885. }
Lib. 95, Folio. 572. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewa Indians of Saugeen, resident on our reserve at Saugeen, in the County of Bruce, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the County of Grey and Province of Ontario, containing by admeasurement fourteen hundred acres, be the same more or less, and being composed of that certain island known as "White Cloud" Island, situate at the entrance of Colpoy's Bay, in the County and Province aforesaid.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in equal proportions with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said the Chippewas of Saugeen do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of said White Cloud Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this seventeenth day of January, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered in the presence of, after having been first read over, interpreted and explained.
JOHN CREIGHTON, *Agent*,
WM. B. WALKER, *Interpreter*.

Chief HENRY H. MADWAYOSH, [L.S.]
his Chief JOHN x KADAGEGWUN, [L.S.]
mark. DAVID ROOT, [L.S.]
JOHN GEORGE, [L.S.]
his JOHN x KAWAQUM, [L.S.]
mark. his SIMSON x QUAGEGEZHIG, [L.S.]
mark. his JOHN x JAMES, [L.S.]
mark. his RALPH x JOHNSON, [L.S.]
mark. his THOMAS x NAGUM, [L.S.]
mark. SOLOMON E. JAMES, [L.S.]
CEPHAS KAHBEEJE, [L.S.]
HYRAM AHYAHBA, [L.S.]
his JNO. x A. KEWANZEE, [L.S.]
mark. his JOSHUA x MADWISHIMIND, [L.S.]
mark. his ANSON x PERITO, [L.S.]
mark. his ALEX. x MANDOWOB, [L.S.]
mark. THOMAS MANDEWOB, [L.S.]
his THOMAS x KAHGUA, [L.S.]
mark. JOHN K. AHYANBA, [L.S.]
his JOSHUA x AHYANBA, [L.S.]
mark. his ALEXANDER x MANDEWAN, [L.S.]
mark. his PETER x PETANAGUOD. [L.S.]
mark.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF GREY. }
To Wit:

Personally appeared before me John Creighton, of the Village of Saugeen, in the Province of Ontario, Indian Agent, and Henry H. Madwayosh, Chief of the said Band of Indians.

And the said John Creighton for himself saith:

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Saugeen Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Henry H. Madwayosh says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said John Creighton.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents John Creighton and Henry H. Madwayosh, at the Town of Owen Sound, in the County of Grey, this 24th day of Feby., A. D. 1885. }

JOHN CREIGHTON,
HENRY H. MADWAYOSH.

HENRY MACPHERSON,
J. C. C. GREY.

Recorded 4th April, 1885. }
Lib. 95, Fol. 571. }

L. A. CATELLIER,
Dep. Registrar-General of Canada.

499(a)

11

Know all Men by these Presents,

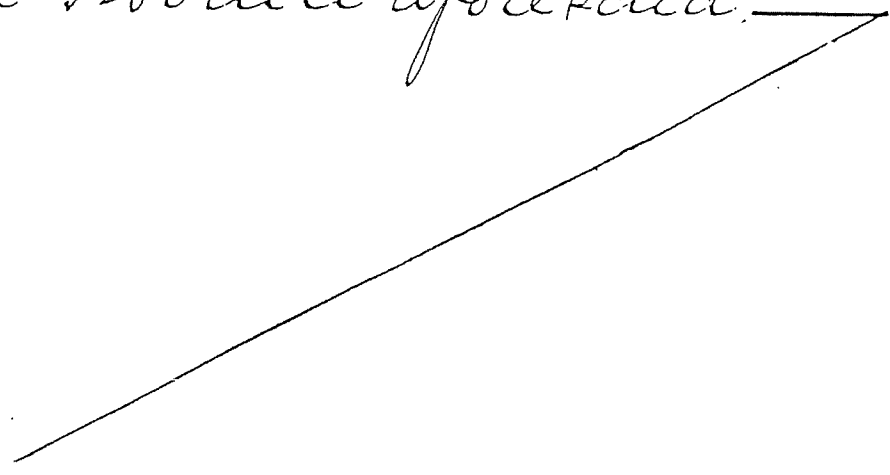
THAT WE, the undersigned Chief and Principal men of
*The Chippewa Indians
of Nawash*

resident on our Reserve *at Cape Croker*
in the County of Bruce in the Province
of *Ontario* _____ and Dominion of Canada,

for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, that certain parcel or tract of land and premises,
situate, lying and being ~~in the~~ _____

in the County of *Grey* _____ and Province
of *Ontario* containing by admeasurement
Fourteen hundred acres be
the same more or less and being composed of *that certain*

Island known as "White Cloud"
Island situate at the entrance
of Colpoys Bay in the County
and Province aforesaid.

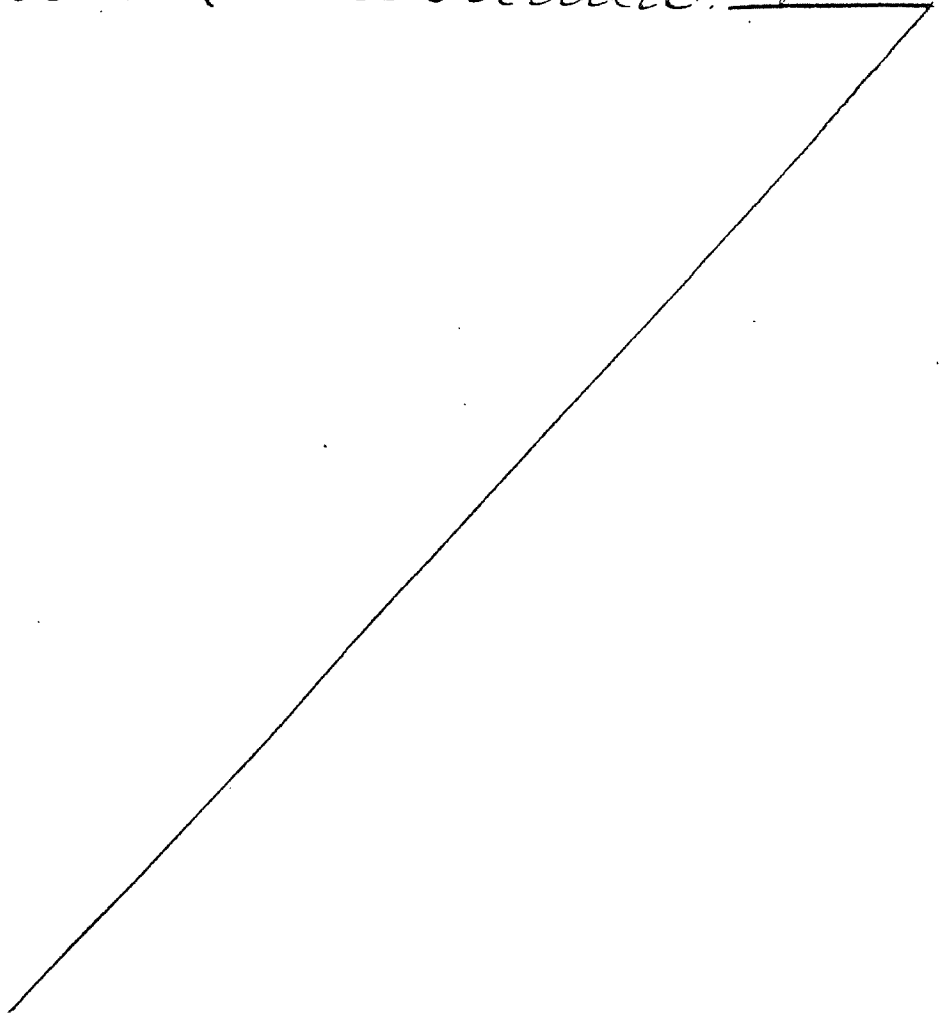


TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *sell*

_____ the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *Sale* _____ thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever. *in equal proportions with the Chippewas of Saugeen*

AND WE, the said Chief and Principal men of the said *the Chippewas of Nawash* _____ do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the *Sale of said White Cloud Island.*



IN WITNESS WHEREOF, we have hereunto set our hands and
affixed our seals this 14th day of January
in the year of Our Lord one thousand eight hundred and eighty five

Signed, Sealed and Delivered,

in the presence of

after having been
read over interpreted
and explained.

(scd)

Peter Kedone ⊕

Wm Johnson ⊕

Lewis Madgison ⊕

Charles Jones Kedance ⊕

(sd) Fred R. Lammorandine Joseph Kedance ⊕

Secty:

William Dr. Gregor, Chief Paul Johnson ⊕

William Angus, Chief Solomon J. Kedance ⊕

Elijah Jones ⊕

James Torrance ⊕

James Solomon ⊕

John Akwenzu ⊕

Abner Elliott ⊕

William Wokhay ⊕

Abraham Sky ⊕

Frank Madgison ⊕

Peter Elliott ⊕

Charles Briggs ⊕

Louis Solomon ⊕

499(6)

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

*The Chippewa Indians
of Saugeen*

resident on our Reserve *at Saugeen in the*

County of Bruce _____ in the Province
of *Ontario* _____ and Dominion of Canada,

for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the _____

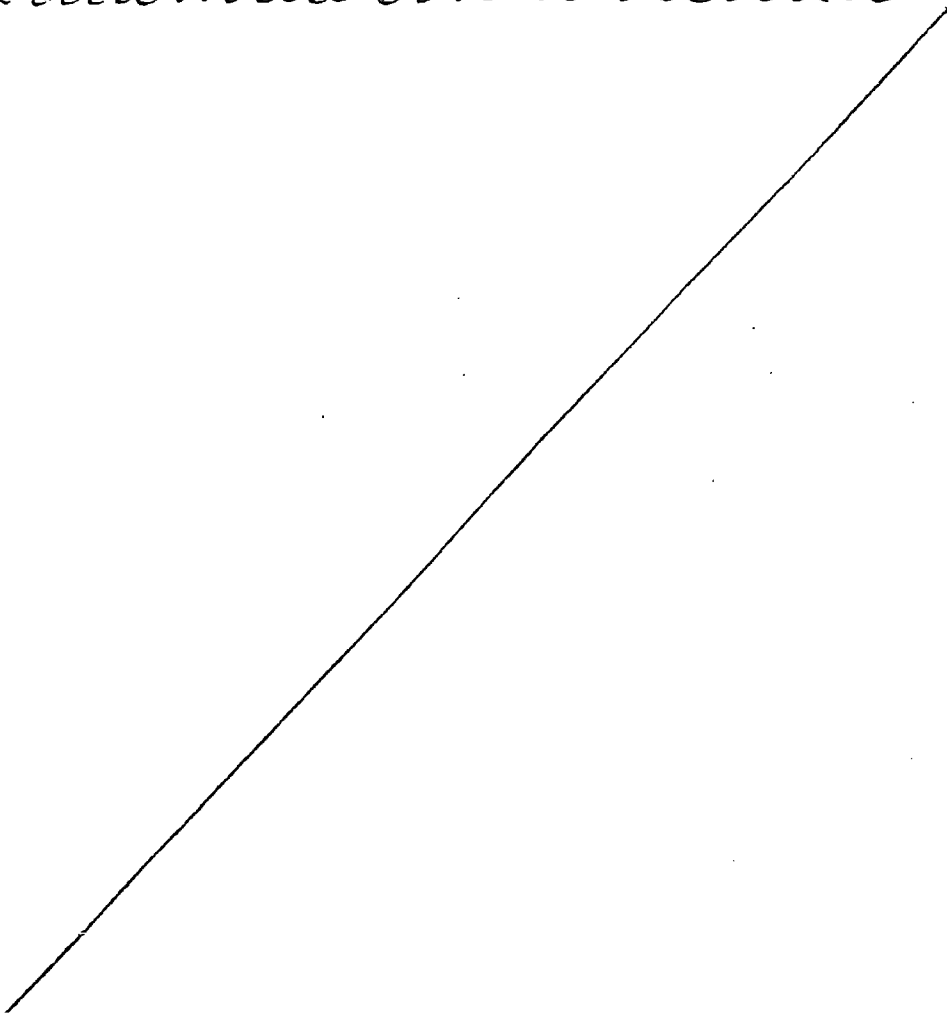
in the County of *Grey* _____ and Province
of *Ontario* _____ containing by admeasurement

Fourteen hundred acres be
the same more or less and being composed of *that certain*

*Island known as "White
Island" Island situate at
the entrance of Colpoys Bay
in the County and Province
aforesaid.* _____

TO HAVE AND TO HOLD the same unto Her said Majesty THE
 QUEEN, her Heirs and Successors forever, in trust to *sell*
 _____ the same to such person or persons, and upon
 such terms as the Government of the Dominion of Canada may deem most
 conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the
sale _____ thereof, shall, after deducting
 the usual proportion for expenses of management, be placed at interest,
 and that the interest money accruing from such investment shall be paid
 annually or semi-annually to us and our descendants forever. *in equal*
proportions with the Chippewas of Nawash
 AND WE, the said Chief and Principal men of the said *the*
Chippewas of Saugeen _____ do
 on behalf of our people and for ourselves, hereby ratify and confirm, and
 promise to ratify and confirm, whatever the said Government may do, or
 cause to be lawfully done, in connection with the *sale of*
Sonia White Cloud Island

























IN WITNESS WHEREOF, we have hereunto set our hands and
affixed our seals this 17th day of January
in the year of Our Lord one thousand eight hundred and eighty five

Signed, Sealed and Delivered,

in the presence of

after having been
first read over
interpreted and
explained

(200) John Brighton, Agent
Wm B. Walker, Interpreter.

- (201) Chief Henry H. Madwagob 
- John Kadagegum ^{his} 
- David Root 
- John George 
- John ^{his} Kawagum 
- Munro ^{his} Quagegylig 
- John ^{his} James 
- Ralph ^{his} Johnson 
- Thomas ^{his} Nagum 
- Thomas G. James 
- Cephas Kabeji 
- Hiram Aliyabla 
- Isro ^{his} Kawangye 
- Joshua ^{his} Madwastum 
- Amson ^{his} Pereto 
- Alex ^{his} Mandowob 
- Thomas Mandewol 
- Thomas ^{his} Mahqua 
- John Kahayba 
- Joshua ^{his} Ahyauba 
- Alex ^{his} Mandewam 
- Peter ^{his} Petomara 

On a memorandum dated 4th March 1885, from the Superintendent General of Indian Affairs, submitting for your Excellency's acceptance Surrenders made by the Chippewa Indians of Cape Croker and the Chippewa Indians of Saugeen respectively - (both Bands occupy Reserves on the Saugeen Peninsula) - of White Cloud Island situated at the entrance of Colpoys Bay in the County of Bruce, Province of Ontario, in which the Indian Bands have a joint interest.

The Minister states that the Surrenders have been made with a view to the Island covered thereby being sold for the benefit of the Indians; and the deeds having been executed

Copy with original Surrenders to Dept. of Ind. Affairs 19th March 1885 -

executed and attested in accordance
with the provisions of the Indian
Act.

The Committee recommend
that the surrenders be accepted
by your Excellency accordingly.

John A. Macdonald

app

Laundman

9. 3. 85

No. 222.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Nawash, resident on our reserve at Cape Croker, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto our Sovereign Lady the Queen, Her heirs and successors forever, all and singular, those certain parcels or tracts of land and premises situate, lying and being in the Georgian Bay and Lake Huron and Province of Ontario, containing by admeasurement, be the same more or less, and being composed of all the islands owned by the said Band in Lake Huron and Georgian Bay, and known as the Saugeen Fishing Islands and Cape Hurd Islands, and extending from Chief's Point, Lake Huron, to Cabot's Head, Georgian Bay, excepting Barrier, Griffith and Hay Islands.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all monies received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, along with the Chippewas of Saugeen.

And we, the said Chief and Principal Men of the said Chippewas of Nawash, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said islands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this seventh day of October, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered in the
presence of
J. W. JERMYN,
Indian Agent,
FREDK. LAMORANDIÈRE,
Secy.

W. B. MCGREGOR,	[L.S.]
W. ANGUS,	[L.S.]
ABNER ELLIOT,	[L.S.]
JAMES IMAN,	[L.S.]
JOSEPH WAHBEZE,	[L.S.]
JOHN AKIWENS,	[L.S.]
WILLIAM NOTSKOG,	[L.S.]
PETER CHIGAHNO,	[L.S.]
JOSEPH AIKIMENSE.	[L.S.]

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF GREY, }
To Wit. }

Personally appeared before me J. W. Jermyn, of Cape Croker, in the Co. of Bruce, in the Province of Ontario, Indian Agent, and Frederick Lamorandière, of the same place, Secretary of the Band of Indians, namely, the Chippewas of Nawash.

And the said John W. Jermyn for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Nawash of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Frederick Lamorandière says :

That the annexed release or surrender was assented to by said Band, and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said John W. Jermyn.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Secretary of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents John }
W. Jermyn and Frederick Lamo- }
randière, at the Town of Owen }
Sound, in the County of Grey, this }
20th day of Nov., A.D. 1885. }

J. W. JERMYN,
FREDK. LAMORANDIÈRE.

SAMUEL J. CANE,

Junior Judge, County Court, County of Grey.

Recorded 14th January, 1886. }

Lib. 106, Fol. 349. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

No. 223.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Saugeen, resident on our reserve, in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular those certain parcels or tracts of land and premises situate, lying and being in the Georgian Bay and Lake Huron and Province of Ontario, containing by admeasurement, be the same more or less, and being composed of all the islands owned by the said Band in Lake Huron and Georgian Bay, and known as the Saugeen Fishing Islands and Cape Hurd Islands, and extending from Chief's Point, Lake Huron, to Cabot's Head, Georgian Bay, excepting Barrier, Griffith and Hay Islands.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust, to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, along with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said the Chippewas of Saugeen, do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said islands.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifteenth day of October, in the year of Our Lord one thousand eight hundred and eighty-five.

Signed, sealed and delivered }
in the presence of }
JAMES TELFER CONAWAY,
Indian Agent.

HENRY H. MADWAYOSH, *Chief*, [L.S.]

JOHN KADUHGEGWON, *Chief*, [L.S.]

JOHN GEORGE, *Councillor*, [L.S.]

SIMPSON X QUAKESHIG, [L.S.]
Councillor.

JOSHUA MEDUASHEMIND, [L.S.]
Councillor.

DAVID ROOT, *Councillor*, [L.S.]

JOHN KEWAQUAHUM, *Councillor*, [L.S.]

ALEX. MADWAYOSH, *Interpreter*, [L.S.]

CEPHAS KAHBUGE, *Secretary*, [L.S.]

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF BRUCE. }
To Wit: }

Personally appeared before me James Telfer Conaway, of the Village of Southampton, in the County of Bruce, in the Province of Ontario, Indian Agent of the Chippewas of Saugeen, and Henry H. Madwayosh, Chief of the said Band of Indians.

And the said James Telfer Conway for himself saith:

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Saugeen Indian Reserve, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Henry H. Madwayosh says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose according to their rules, and held in the presence of the said James Telfer Conway.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the said deponents }
James Telfer Conaway and Henry H. } JAMES TELFER CONAWAY,
Madwayosh, at the Town of Walker- } *Indian Agent,*
ton, in the County of Bruce, this } HENRY H. MADWAYOSH,
17th day of October, A.D. 1885. } *Chief.*

J. J. KINGSMILL,

Judge, County Court, County of Bruce, Ontario.

Recorded 11th January, 1886. }

Lib. 107, Fol. 251. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

Dated, October 15th 1855

Chippewas of Rougemont

&

The Queen

Surrender

Islands in Lake
Huron & Georgian Bay

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Chippewas of
Saugeen

resident on our Reserve

of Ontario - - - - - in the Province
and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, ^{our} that certain parcels or tracts of land and premises,
situate, lying and being in the Georgian Bay and
~~in the County of~~ Lake Huron - - - - - and Province
of Ontario containing by admeasurement
be
the same more or less and being composed of

All the Islands
owned by the said Band in
Lake Huron and Georgian Bay
and known as the Saugeen Fishing
Islands and Cape Huron Islands
and extending from Chiefs Point
Lake Huron, to Roberts Head,
Georgian Bay excepting Bassier,
Griffiths and May Islands.

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *sell*

the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *Sale* thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever. *along*

with the Chipewas of Nawash.

AND WE, the said Chief and Principal men of the said *The* *Chipewas of Sauguen* do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the *sale of* *the said Island.*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this *fifteenth* day of *October* in the year of Our Lord one thousand eight hundred and *Eighty five*.

Signed, Sealed and Delivered, *(ago)*

(ago) in the presence of
James Telfer Conway
Indian Agent.

Henry H. Madwayokh Chief (seal)
in x mark.
John Kadukyejin Chief (seal)

John George, Councillor (seal)

his
Simpson Quakeshig (seal)
mark.

Joshua Medaashomind (seal)
Councillor

David Root, Councillor (seal)

John Kewagwahem (seal)
Councillor

Alex. Madwayokh (seal)
Interpreter

Cephas Rakboy (seal)
Secretary

annexed
certified a true copy
Hankoumquich
D. M.

DOMINION OF CANADA,
Province of Ontario
County of Bruce

Personally appeared before me,

James Telfer Conaway of the
Village of Southampton in
the County of Bruce

To WIT:

in the Province of Ontario, Indian Agent
of the *Chippewas of Sauguen* and *Henry H. Madway* is
chief of the said Band of Indians.

AND the said *James Telfer Conaway* for
himself saith:—

That the annexed Release or Surrender was assented to by a majority
of the male members of the said Band of Indians of the *Sauguen*
Indian Reserve of the full age of twenty-one years then
present.

That such assent was given at a meeting or council of the said Band
summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent
given.

That he was duly authorized to attend such council or meeting by the
Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who
was not a member of the Band or interested in the land mentioned in the
said Release or Surrender.

And the said *Henry H. Madway*

That the annexed Release or Surrender was assented to by *him*
and a majority of the male members of the said
Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band
of Indians summoned for that purpose, according to their Rules, and held
in the presence of the said *James Telfer Conaway*

That no Indian was present or voted at such council or meeting who
was not an habitual resident on the Reserve of the said Band of Indians or
interested in the land mentioned in the said Release or Surrender.

That he *is* chief of the said Band of Indians and
entitled to vote at the said meeting or council.

SWORN before me by the said
Deponents *James Telfer Conaway*
and *Henry H. Madway* is
at the Town of *Wulkenton* in
the County of *Bruce* this
17th day of *October* A.D.,
1885.

(sgd) *James Telfer Conaway*
Indian Agent

Henry H. Madway is

(sgd) *L. J. Kingsmill*

Judge County Court, County of Bruce *Chief*
Henry H. Madway

Kingsmill

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

*the Chipewans of
Maurice*

resident on our Reserve at *Cape Croker* -

of *Ontario* in the Province
and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, ~~that~~ certain parcels or tracts of land and premises,
situate, lying and being in the *Georgian Bay and*
~~in the County of Lake Huron~~ ----- and Province
of *Ontario* ----- containing by admeasurement
be

the same more or less and being composed of *All the Islands*

Owned by the said Band in Lake

Huron and Georgian Bay and

Known as the Saugen Fishing

Islands and Cape Hurd Islands

and extending from Chiefs Point,

Lake Huron to Roberts Head -

Georgian Bay excepting Barrier,

Griffith and Hay Islands -

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *sell*

the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *sale* thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever. *along with the Cheftains of Cayen*

AND WE, the said Chief and Principal men of the said *Ihu* *Chieftains of Kawash* do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the *sale of the said Island*.

IN WITNESS WHEREOF, we have hereunto set our hands and
affixed our seals this *Seventh* day of *October*
in the year of Our Lord one thousand eight hundred and *eighty five*.

Signed, Sealed and Delivered,

in the presence of

J. W. Germyn,
Indian Agent

Fred K. Lamorandiere
Secy

(seal) *W. B. McGregor* (seal)

W. Rogers (seal)

Abner Elliott (seal)

Jamae Inman (seal)

Joseph Wakbey (seal)

John A. Kivens (seal)

William Hunkoy (seal)

Peter Chyphens (seal)

Joseph A. Kivense (seal)

certified true copy
A. Hancock
Secy

ss.

DOMINION OF CANADA,

Province of *Ontario*
County of *Grey*

Personally appeared before me,

John W. Jermyan of
Cake Broker, in
the County of *Dorchester*

To WIT:

in the Province of *Ontario*, Indian Agent
and *Frederick Samuandiere* of *the same place*
secretary ^{and} chief of the said Band of Indians, namely the *Chippewas of Nawash*.
AND the said *John W. Jermyan* for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the *Chippewas of Nawash* of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said *Frederick Samuandiere*

say 5
That the annexed Release or Surrender was assented to by *said Band* and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said *John W. Jermyan*.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is *Secretary* ~~chief~~ of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the

Deponents *John W. Jermyan*
and *Frederick Samuandiere*
at the Town of *Owen Sound* in
the County of *Grey* this
20th day of *Nov^r* A.D.,
188 *57*.

John W. Jermyan
Frederick Samuandiere

Examined
S.S.

(sd) Samuel Lane
Junior Judge Court
County of Grey

Certified a
true copy
A. Wankoufines
Secy

Copy with original surrender to Dept. for Indian Affairs 9 Dec 1885

6
In a Memorandum dated
28th November 1885 from the Hon.
Sir Hector Langevin for the
Superintendent General of Indian
Affairs submitting surrenders
herewith made by the Chipewyan
Indians of Hairish and the
Chipewyan of Langevin respectively,
the same being dated the 7th and
15th of October 1885, covering the
Langevin Fishing Islands and
Cape Hood Islands in Lake
Huron and Georgian Bay, exten-
ding from Chief's Point, Lake
Huron, to Cabot's Head, Georgian
Bay, excepting the Islands known
as Barrier, Griffith and May
Islands. The Islands thus
Surrendered

surrendered to be sold by the Department for the benefit of the two Boards in question who are joint owners of the same, and stating that the Surrenders have been made and duly attested in accordance with the requirements of "the Indian Act 1880."

The Committee submit the same for Your Excellency's approval.

Hampbell

app.

Lauson

3. 12. 85.

No. 225.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Chief and Principal Men of the Chippewas of Saugeen, resident on our reserve in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said band in Council assembled, do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady the Queen, Her heirs and successors forever, all and singular that certain parcel or tract of land and premises situate, lying and being in Griffith's Island, in the County of Grey and Province of Ontario, containing by admeasurement sixteen acres, be the same more or less, and being composed of that certain portion of Griffith's Island aforesaid described as follows: Commencing at a post driven at the edge of the bank on the shore of the Island at a point north eleven degrees, west magnetically thirteen chains and seven links from the centre of the circular stone lighthouse tower; thence south eighty degrees, west magnetically six chains and ninety-one links; thence south ten degrees, east magnetically, twenty chains; thence north eighty degrees, east magnetically five chains and eighty links, more or less, to a post at the water's edge of the Georgian Bay; thence following the coast of the Island northward to the place of beginning.

To have and to hold the same unto Her said Majesty the Queen, Her heirs and successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

And upon the further condition that all moneys received from the sale thereof shall, after deducting the usual proportion for expenses of management, be placed at interest, and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants forever, in connection with the Chippewas of Nawash.

And we, the said Chief and Principal Men of the said Chippewas of Saugeen do, on behalf of our people and for ourselves, hereby ratify and confirm and promise to ratify and confirm whatever the said Government may do or cause to be lawfully done, in connection with the sale and disposal of the said portion of Griffith's Island.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 18th day of July, in the year of Our Lord one thousand eight hundred and eighty-six.

Signed, sealed and delivered }
in the presence of }
JAMES T. CONAWAY.

HENRY H. MADWAYOSH, <i>Chief,</i>	[L.S.]
JOHN KADEGON, <i>2nd Chief,</i>	[L.S.]
JOHN GEORGE,	[L.S.]
D. ROOT,	[L.S.]
C. KAHBOGE,	[L.S.]
JOHN KAHBOGE,	[L.S.]
P. JOHN,	[L.S.]
JOHN G. MASON,	[L.S.]
J. C. JAMES,	[L.S.]
J. CAMERON,	[L.S.]
R. DION,	[L.S.]

DOMINION OF CANADA,
PROVINCE OF ONTARIO,
COUNTY OF BRUCE. }
To Wit:

Personally appeared before me Henry Madwayosh, of the Saugeen Indian Reserve, and James Telfer Conaway of the same place, Indian Agent, and the said Madwayosh being Chief of the said Band of Indians called Chippewas.

And the said Conaway for himself saith :

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Nawash, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band, or interested in the land mentioned in the said release or surrender.

And the said Madwayosh says :

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said Madwayosh, on the 23rd day of July, 1886.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is a Chief of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents }
Henry Madwayosh and James Telfer }
Conaway, at the Village of Saugeen, }
in the Co. of Bruce, this 28th day of }
July, A.D. 1886. }

HENRY H. MADAWAYOSH,
JAMES T. CONAWAY.

WM. BARRETT,

Junior Judge C. C., Co. Bruce.

Recorded 6th October, 1886. }
Lib. 106, Folio 522. }

L. A. CATELLIER,

Dep. Registrar-General of Canada.

DOMINION OF CANADA, }
PROVINCE OF ONTARIO, }
COUNTY OF BRUCE. }
To Wit:

Personally appeared before me J. W. Jermyn, of the Village of Cape Croker, in the Province of Ontario, Indian Agent, and Fredk. Lamorandière, Secretary of the said Band of Indians.

And the said J. W. Jermyn for himself saith:

That the annexed release or surrender was assented to by a majority of the male members of the said Band of Indians of the Chippewas of Cape Croker, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose, and according to their rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent-General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said release or surrender.

And the said Fredk. Lamorandière says:

That the annexed release or surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years, then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their rules, and held in the presence of the said J. W. Jermyn.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said Band of Indians, or interested in the land mentioned in the said release or surrender.

That he is Secretary of the said Band of Indians, and entitled to vote at the said meeting or council.

Sworn before me by the deponents, }
J. W. Jermyn and Fredk. }
Lamorandière, at the Village of }
Martin, in the County of Bruce, }
this 15th day of July, A. D. }
1886. }

J. W. JERMYN,
Indian Agent.

WM. BARRETT,
Junior Judge Co. Bruce.

Recorded 5th October, 1886. }
Lib. 106. Folio 519. }

L. A. CATELIER,
Dep. Registrar-General of Canada.

43680
Dated 69901 1886

W
Chippewa of Sangam

=to=

Mr. Quinn

Sumner

St. Louis Mo

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Chippewas of
Sauguis

resident on our Reserve

of Ontario in the Province
and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, that certain parcel or tract of land and premises,
situate, lying and being in the Buffalo Island
in the County of Grey and Province
of Ontario containing by admeasurement
Sixteen Acres be
the same more or less and being composed of

that certain
portion of Buffalo Island aforesaid
described as follows Commencing
at a post driven at the edge
of the bank on the shore of
the Island at a point North
seven degrees west magnetically
thirteen chains and seven links
from the center of the circular Hall
Eighteen feet three South Eight
degrees west magnetically five chains
and ninety one links thence South
ten degrees East magnetically twenty
chains thence North Eight degrees
East magnetically five chains and
eighty links more or less to a post
at the water's edge of the Georgian
Bay thence following the coast
of the Island northward to the place
of beginning

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to Sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the Sale thereof, shall, after deducting the usual proportion for expenses of management, be placed at interest and that the interest every accruing from such investment shall be paid annually or semi-annually to us and our descendants in connection with the Chippewas of Nawash

AND WE, the said Chief and Principal men of the said Chippewas of Saugeen do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the Sale and disposal of the said portions of Giffels Island

700711

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 25th day of July in the year of Our Lord one thousand eight hundred and Eighty Six

*John in
Habit*

Signed, Sealed and Delivered,
in the presence of

*James T. Conant
Auditor Agent*

*Henry H. Madawash Esq
John Kadegon. Ind. Chas*

John George

D. Root

C. Kahlbuser

John Kahlbuser

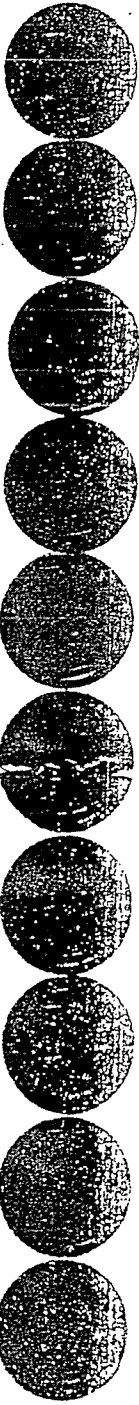
P. John

John J. Mason

J. C. James

J. Cameron

R. Dean



DOMINION OF CANADA,
Province of *Ontario*
County of *Bruce*

Personally appeared before me,

Henry Madwayork
the Sangwin Indian of *the*
and James Elfer Conway
of *the same place*
Indian Agent

To WIT:

in the Province of

the said Madwayork and being chief of the said Band of Indians. *called Chippewas*

AND the said ~~*Madwayork*~~ *Conway* for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the *Chippewas* of *the same place* of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs,

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said *Madwayork*

says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said *Madwayork* on the 23rd day of July 1886.

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the

Deponents *Henry Madwayork*
and James Elfer Conway
at the *place* of *Sangwin* in
the County of *Bruce* this
28th day of *July* A.D.,
188*6*.

Henry H. Madwayork
James G. Conway
Indian Agent

in No. 65

Wm J. Sargent
Jurist Judge of the
County of Bruce.

Sept 23rd 1856

Chippewas of Nawash

To

Mr. Lusk

Surrender

KNOW all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Chippewas of
Nawash

resident on our Reserve

of Ontario in the Province
and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, that certain parcel or tract of land and premises,
situate, lying and being in the Griffiths Island
in the County of Grey and Province
of Ontario containing by admeasurement
Sixteen Acres be
the same more or less and being composed of that certain

portion of Griffiths Island of and
described as follows Commencing
at a post driven at the edge
of the bank on the shore of the
Island at a point north eleven
degrees west magnetically thence
chains and seven links from the
center of the circular stone light
house from thence south eighty
degrees west magnetically six
chains and ninety one links
thence south ten degrees east
magnetically twenty chains thence
north eighty degrees east magnetically
five chains and eighty links more
or less to a post at the water's
edge of the Georgian Bay thence
following the coast of the Island
northward to the place of beginning

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *Sell* the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *Sale* thereof, shall, after deducting the usual proportion for expenses of management, be *placed at interest and that the interest money accruing from such investment shall be paid annually or semi-annually to us and our descendants for use in connection with the Chippewas of Dryden*

AND WE, the said Chief and Principal men of the said *Chippewas of Naw-ash* do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the

Sale and disposal of the said portion of Griffiths Island

60000

3.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this *fifth* day of *July* in the year of Our Lord one thousand eight hundred and *Eighty Six*

Signed, Sealed and Delivered,
in the presence of

John W. Hammond

Abner Elliott

Wm. Angus

James Dornall

John McEwen

Charles Jones

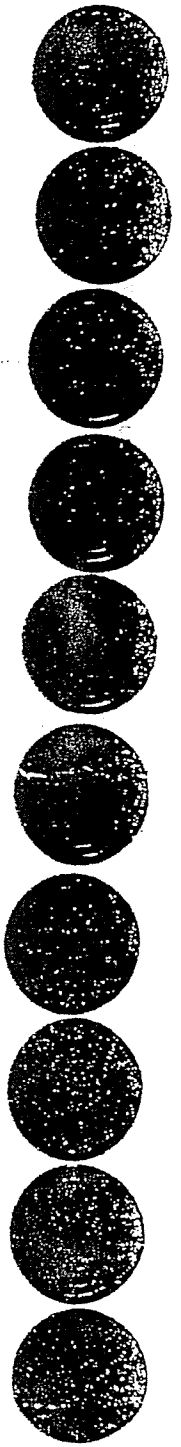
Daniel Elliott

Joseph McKinnon

Frank Adywar

Paul Johnston

Solomon Jones



DOMINION OF CANADA,

Province of *Quebec*

County of *Beauce*

Personally appeared before me,

J. W. Jernyn of

To WIT:

the Village of *Cape Baker*

in the Province of

Quebec Indian Agent
and *Frederick Lamondiere*

Secretary
-chief of the said Band of Indians.

AND the said *J. W. Jernyn* for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the *Chicopee* of *Cape Baker* of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs,

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said *Frederick Lamondiere*

says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said *J. W. Jernyn*

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is ^{secretary} ~~chief~~ of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the

Deponents *J. W. Jernyn*
and *Frederick Lamondiere*

at the Village of *Uxal* in

the County of *Beauce* this

15th day of July A.D.,

1886.

J. W. Jernyn
Indian Agent
Frederick Lamondiere

Wm. D. ...

Jessie Judge ...

with the provisions of the Law and were duly attested in the manner required thereby,

The Minister recommends that the Lands covered by the aforesaid surrenders be transferred to the Department of Marine upon payment for the same at the rate of \$5⁰⁰ per acre, being the rate agreed upon between the Department of Indian Affairs and the Department of Marine.

The Committee concurs in the foregoing recommendation and they submit the same for Your Excellency's approval.

APP
14-8-50

Hector Langevin

No. 416A.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned Chief and Principal men of the Chippewas of Saugeen Band of Indians resident on our Reserve at Saugeen in the County of Bruce in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto Our Sovereign Lady The Queen, her Heirs and Successors forever, ALL AND SINGULAR, those certain parcels or tracts of land and premises, situate, lying and being in the Georgian Bay containing by admeasurement Three Thousand Three hundred and seventy acres be the same more or less and being composed of those certain Islands known as Hay and Griffiths, situate in the Georgian Bay at the entrance to Colpoy's Bay, Saugeen Peninsula.

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the Sale thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit and that of the Chippewas of Nawash in the proportion to which we are entitled and the interest thereon to be paid to the parties interested, annually or semi-annually.

AND WE, the Chief and Principal men of the said Chippewas of Saugeen Band of Indians do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said two Islands and the disposition of the moneys arising therefrom.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this Thirteenth day of April in the year of Our Lord one thousand eight hundred and Ninety Nine.

Signed, Sealed and Delivered, in the presence of JOHN SCOFFIELD <i>Indian Agent.</i>	}	THOMAS SOLOMON MANDOWAB	[L.S.]
		CEPHAS KAHBEEJE	[L.S.]
		DAVID ROOT	[L.S.]
		JOHN NASHKAWA	[L.S.]
		PETER HENRY	[L.S.]
		HENRY RITCHIE	[L.S.]
		ED. J. MADWASHEMIND	[L.S.]
		his	
		JOHN x JAMES	[L.S.]
		mark	
	his		
	SIMPSON x QUAKEGESHIG	[L.S.]	
	mark		

DOMINION OF CANADA,
Province of Ontario
County of Bruce
To Wit:

Personally appeared before me, John Scoffield of the Saugeen Indian Reserve in the Province of Ontario, Indian Agent and Thomas Solomon Mandowab Chief of the said Band of Indians.

AND the said John Scoffield for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Saugeen Indian Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Thomas Solomon Mandowab says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules; and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the said John Scoffield and Thomas Solomon Mandowab Deponents at the Village of Port Elgin in the County of Bruce this 4th day of May A.D., 1899.

JOHN SCOFFIELD
THOMAS SOLOMON MANDOWAB

JAMES MUIR

Justice of Peace

County of Bruce

Recorded 6th July 1899

Lib. 150. Fol 615.

JOSEPH POPE

Dep: Registrar General of Canada.

No. 416B.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned Chief and Principal men of the Chippewas of Nawash Band of Indians resident on our Reserve at Cape Croker in the County of Bruce in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto Our

Sovereign Lady The Queen, her Heirs and Successors, ALL AND SINGULAR, those certain parcels or tracts of land and premises, situate, lying and being in the Georgian Bay containing by admeasurement Three Thousand Three Hundred and Seventy acres be the same more or less and being composed of those certain Islands known as Hay and Griffiths situate in the Georgian Bay at the entrance to Colpoys Bay Saugeen Peninsula.

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to sell the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the sale thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit and that of the Chippewas of Saugeen, in the proportion to which we are entitled, and the Interest thereon to be paid to the parties interested annually or semi-annually.

AND WE, the said Chief and Principal men of the said Chippewas of Nawash Band of Indians do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the sale of the said two Islands and the disposition of the moneys arising therefrom.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifteenth day of May in the year of Our Lord one thousand eight hundred and Ninety Nine.

Signed, Sealed and Delivered, in the presence of JOHN McIVER <i>Indian Agent</i>	}	W. B. MCGREGOR <i>Chief</i>	[L.S.]
		JAMES SOLOMON <i>Counciler</i>	[L.S.]
		PETER ELLIOTT <i>Counciler</i>	[L.S.]
		STEPHEN ELLIOTT <i>Counciler</i>	[L.S.]
		JOHN AKIWENS <i>Do</i>	[L.S.]
		ABNER ELLIOTT <i>Ex chief</i>	[L.S.]
		FRED K. LAMORANDIERE	[L.S.]
		W. WAUKAY SR x	[L.S.]
		J. P. WAUKAY x	[L.S.]
		DANIEL BLACK x	[L.S.]
NOAH WILLIAMS x	[L.S.]		

DOMINION OF CANADA,
Province of Ontario
County of Bruce.
To Wit:

Personally appeared before me, John
McIver and Stephen Elliott of the Cape
Croker Indian Reserve in the Province
of Ontario Indian Agent and Councillor
and W. B. McGregor Chief of the said
Band of Indians.

AND the said John McIver for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Cape Croker Indian Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Stephen Elliott & W. B. McGregor says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said John McIver Indian Agent

That no Indian was present or voted at such council or meeting who was not a habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the Deponents John
McIver and W. B. McGregor and Stephen Elliott at the Reserve of Cape Croker in the County of Bruce this 20th day of May A.D., 1899

JOHN MCIVER
Indian Agent
STEPHEN ELLIOTT *Councillor*
W. B. MCGREGOR

B. B. MILLER
Police Magistrate

Accepted by the Governor in Council on the 6th June 1899

JOHN J. MCGEE

Clerk of the Privy Council.

Recorded 6th July 1899.

Lib. 150. Fol. 612.

JOSEPH POPE

Dep: Registrar General of Canada.

Dated 1599

Chippewas of Sauguee

To

The Queen

Surrender

Hay of Griffiths
Establisment

July 29 1899

Duplicate

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of The

Chippewas of Sauguené Band
of Indians

resident on our Reserve at Sauguené in the

County of Bruce in the Province
of Ontario and Dominion of Canada,

for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, ~~that~~ ^{the} certain parcels or tracts of land and premises,
situate, lying and being in the Georgian Bay

in the County of _____ and Province
of _____ containing by admeasurement
Three Thousand Three Hundred Seventy acres
be the same more or less and being composed of those certain

Islands known as Hay Stiffles
situate in the Georgian Bay at
the entrance to Colpoys Bay,
Sauguené Peninsula.

duplicate original Surrender accepted by
House of Commons on the 6th June 1899
John G. M. [Signature]
Chief of the Sauguené Council



TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *Sell* the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *Sale* thereof, shall, after deducting the usual proportion for expenses of management, be *placed to our credit and that of the Chippewas of Nawash in the proportion to which we are entitled, and the interest thereon to be paid to the parties interested annually or semi-annually.*

AND WE, the said Chief and Principal men of the said *Chippewas of Sauguen Bands of Indians* do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the *Sale of the said two Islands and the disposition of the moneys arising therefrom.*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this *fourth* day of *April* in the year of Our Lord one thousand eight hundred and *ninety nine*

Signed, Sealed and Delivered,
in the presence of

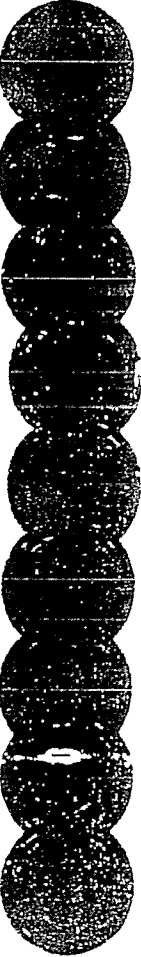
Thomas Colon Grandonale
Cephas Kahbeeje
David Root
John Nashkawa
John Sciffield
Indian Agents

Peter Henry
Henry Titicui

Ed. J. Mauwasemind

John & James

Simpson & Duakageshij
mark



DOMINION OF CANADA,
Province of *Ontario*
County of *Bruce*

Personally appeared before me,

John Scoffield of

To Wit: the *Saugeen Indian Reserve*
in the Province of *Ontario* Indian agent
and *Thomas Solomon Maudsloh*
Chief of the said Band of Indians.

AND the said *John Scoffield* for himself says:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the *Saugeen Indian Reserve* of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said *Thomas Solomon Maudsloh* says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the said *John Scoffield* and *Thomas Solomon Maudsloh* Deponents

John Scoffield

at the Village of *Port Elgin* in the County of *Bruce* this *24th* day of *May* A.D.,

Thomas Solomon Maudsloh

189 *9* *James Muir*
Justice of Peace
County of Bruce

Dated 1599

Chippewas of Hawash

To

The Queen

Surrender

Hay Griffith
Islands in the
P... ..

208/121

76.1145

Duplicate -

210045

(57)

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

Chippewas of Nawash Band
of Indians -

resident on our Reserve at Cape Croker in the

County of Bruce _____ in the Province
of Ontario _____ and Dominion of Canada,
for and acting on behalf of the whole people of our said Band in Council
assembled, Do hereby release, remise, surrender, quit claim and yield up
unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever,
ALL AND SINGULAR, ~~the~~^{these} certain parcels or tracts of land and premises,
situate, lying and being in the Georgian Bay
in the County of _____ and Province

of _____ containing by admeasurement
Three thousand three hundred & seventy acres
be the same more or less and being composed of two certain

Islands known as Hay and
Griffiths, situate in the Georgian
Bay at the entrance to Colpoys
Bay, Saugueney Peninsula.

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to *Sell* the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the *Sale* thereof, shall, after deducting the usual proportion for expenses of management, be *placed to our credit and that of the Chippewas of Saugeen, in the proportion to which we are entitled and the interest thereon to be paid to the parties interested, annually or semi annually.*

AND WE, the said Chief and Principal men of the said *Chippewas of Hawash Band Band of Indians* do, on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the *Sale of the Said two Islands and the disposition of the moneys arising therefrom.*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this *Fifteenth* day of *May* in the year of Our Lord one thousand eight hundred and *ninety nine*

John D. ...

Signed, Sealed and Delivered,
in the presence of

John D. ...
Indian Agent

- W. B. M. ...*
- James Solomon* ^{Councilor}
- Peter Elliott* ^{Councilor}
- Stephen Elliott* ^{Councilor}
- John Atkins* Do
- Abner Elliott* ^{Exchgr}
- Edw. Hamorandice*
- W. Waukey* +
- J. P. Waukey* +
- David Black* +
- Rock Williams* +



DOMINION OF CANADA,
Province of *Ontario*
County of *Bruce*

Personally appeared before me,
Stephen Elliott
John McIvor of

To WIT: the *Cape Croker Indian Reserve*
in the Province of *Ontario*, *Indian Agent*
and *W.B. McGregor*

Chief of the said Band of Indians.

AND the said *John McIvor* for himself says:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the *Cape Croker Indian Reserve* of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said *W.B. McGregor* & *Stephen Elliott* says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said *John McIvor Indian Agent*

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the

Deponents *John McIvor*
W.B. McGregor
at the Reserve of *Cape Croker*

the County of *Bruce* this
20 day of *August* A.D.,
1899.

John McIvor
Indian Agent
Stephen Elliott *Commissioner*
W.B. McGregor

B. J. Miles

Police Magistrate

On a Report dated 27th May, 1899, from the Superintendent General of Indian Affairs, submitting herewith surrenders, in duplicate, made by the Chippewa Bands of Sauguen and Nawash, of Hay and Griffiths Islands, situated at the entrance to Colpoys Bay, Sauguen Peninsula, Ontario, in Order that the same - with the exception of sixteen acres of Griffiths Island sold in 1886 to the Department of Marine and Fisheries, - may be sold for their benefit, without any conditions as to occupation or improvement.

The Minister, states that, the surrenders have been authorized,

In executed

Copy 6 Indian Affairs with original surrenders 19 June 1899

executed and attested in the manner required by the 39th Section of the Indian Act, and he recommends that the same be accepted by Your Excellency in Council, with a view to the islands covered thereby being sold, as above; and that the original surrenders be returned to the Department of Indian Affairs, and the duplicates thereof kept of record in the Privy Council Office.

The Committee submit the same for Your Excellency's approval.

Wm. J. ...
Supt.

June 6-06

Wm. J. ...

No. 424.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned Chief and Principal men of THE SAUGEEN BAND OF INDIANS resident on our Reserve at Saugeen in the Township of Amabel in the County of Bruce in the Province of Ontario and Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Saugeen Indian Reserve in the County of Bruce and Province of Ontario being composed of that certain Road allowance known as The French Bay Road sixty six feet wide, situated in the Saugeen Indian Reserve, County of Bruce, Province of Ontario, and Dominion of Canada, Commencing at the road connecting the village of Southampton with the gravel road between the Townships of Arran & Amabel, and running from thence by various courses, North Easterly to the North boundary of the said Reserve, as shewn on a Plan of Survey made by Nathaniel E. Low, Ontario Land Surveyor, dated 30th November 1888, of record in the Department of Indian Affairs.

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dedicate the same as a public highway.

AND WE, the said Chief and Principal men of the said Saugeen Band of Indians do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the dedication of the said highway.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this eighth day of September in the year of Our Lord one thousand eight hundred and ninety nine.

Signed, Sealed and Delivered, in the presence of JOHN SCOFFIELD	}	THOMAS SOLOMON MANDOWAB Chief [L.S.]
		CEPHAS KAHBEEJE [L.S.]
		JOHN NASHKAWA [L.S.]
		JOSEPH KAHGEE [L.S.]
		RICHARD NOON [L.S.]
		his
		JOHN x GEORGE [L.S.]
		mark
		his
		FRANK x KAHGEE [L.S.]
mark		
his		
JOHN x JAMES [L.S.]		
mark		
his		
THOMAS x NAGOIN [L.S.]		
mark		

DOMINION OF CANADA,
Province of Ontario
County of Bruce
To Wit:

Personally appeared before me, John Scoffield Saugeen Indian Reserve the Indian Agent of Saugeen Indian Reserve in the Province of Ontario and Thomas Solomon Mandowab Chief of the said Band of Indians.

AND the said John Scoffield for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Chippawa Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Thomas Solomon Mandowab says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the Deponents John Scoffield and Thomas Solomon Mandowab at the Village of Southampton in the County of Bruce this Eighth day of September A.D., 1899.

JOHN SCOFFIELD
THOMAS SOLOMON MANDOWAB

WILLIAM MCGREGOR J.P.

Accepted by the Governor in Council on the 30th Sept. 1899.

JOHN J. MCGEE

Clerk of the Privy Council.

Recorded 30th October 1899

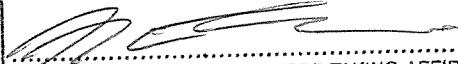
Lib. 148, Fol. 569.

P. PELLETIER

Acting Dep. Registrar General of Canada.

EXHIBIT “C”

AGREEMENT

This is Exhibit ... C ... referred to in the affidavit of Radell Kuzee sworn before me, this 15th day of August 2013

A COMMISSIONER FOR TAKING AFFIDAVITS

between

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE
(Hereinafter the "Minister")**

and

**THE SAUGEEN OJIBWAY NATIONS
(Hereinafter "SON")**

(collectively, the "Parties")

WHEREAS a number of energy-related projects exist and others may be developed in the area that SON identify as Anishnaabekiing;

AND WHEREAS SON must be meaningfully involved in the planning, review and development of Projects that stand to affect SON Rights;

AND WHEREAS the Ontario Energy Board has given conditional approval for the construction of the Bruce to Milton Transmission Reinforcement Project in Anishnaabekiing;

AND WHEREAS resource assessment studies and provincial electricity planning initiatives have identified the potential for a number of Projects within Anishnaabekiing;

AND WHEREAS Ontario has passed the *Green Energy and Green Economy Act* and related programs and regulations to facilitate the development of renewable energy projects and supporting infrastructure, including a Feed in Tariff ("FIT") program administered by the Ontario Power Authority (the "OPA") and a Renewable Energy Approvals process;

AND WHEREAS the Crown recognizes and affirms its duty to consult SON with respect to any Projects or related Crown decision-making that might adversely affect SON rights in Anishnaabekiing, and to do so in ways that reflect the principles enunciated by the Supreme Court of Canada relating to section 35 of the *Constitution Act, 1982*;

AND WHEREAS the Parties wish to continue to build a new positive relationship to reflect and address SON concerns about existing and future Projects in Anishnaabekiing and allow for the development of future Projects in ways that are respectful of and accommodate SON Rights;

NOW THEREFORE the Parties agree as follows:

Definitions

1. In this Agreement,

- a. "Anishnaabekiing" means the territory that SON have traditionally used and occupied, including the waters that SON asserts as its Traditional waters, as illustrated in the map attached as Schedule "A";
- b. "SON" means the Saugeen Ojibway Nations, consisting of the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation;
- c. "Crown" means Her Majesty the Queen in Right of Ontario;
- d. "Energy Developer" means a proponent of a project contemplated by this Agreement;
- e. "Minister" includes any official acting under the Minister's authority;
- f. "SON Rights" means Aboriginal and Treaty rights and interests as decided in Supreme Court of Canada case known as "Haida Nation" including Aboriginal title, of SON in Anishnaabekiing, that are known to the Crown by way of assertion or otherwise;
- g. "Peninsula" means the area historically known in Treaty records of 1836 as the "Saugeen Peninsula" and now known as the Bruce Peninsula north of Highway 21, including a buffer zone around and immediately adjacent to the communal lands known as Saugeen First Nation #29 south from Jackson on Cty Rd #3 to the intersection with Cty Rd #40, west on Cty Rd #40 until highway 21 and west on concession road #4 to Lake Huron. The precise description of the zone to be determined by the Working Group as described elsewhere in this Agreement;
- h. "Projects" means energy-related projects that are proposed to be carried out within Anishnaabekiing, and that fall within one of the following categories:
 - i. transmission projects that require a MOE Environmental Assessment ("EA") process under the *Environmental Assessment Act*; or
 - ii. require a MOE renewable energy approvals ("REA") process under Ontario Regulation 359/09; or
 - iii. other projects to which the Parties mutually agree this Agreement should apply.

Purposes of Agreement

2. This Agreement will be implemented to promote the following purposes:
 - a. Establish processes and mechanisms to ensure appropriate and adequate consultation with SON and accommodation of SON Rights respecting the planning, approval and development of Projects; and
 - b. Facilitate future Projects in Anishnaabekiing in ways that are respectful of and accommodate SON Rights and provide opportunities for SON to participate in the wealth generated from renewable energy sources within Anishnaabekiing; and
 - c. To promote reconciliation by creating a renewed relationship of trust between SON and Ontario based on the honour of the Crown principle.

The Energy Working Group

3. The Parties will form an Energy Working Group (the "Working Group") within thirty (30) days of the effective date of this Agreement to oversee the implementation of the terms of this Agreement, and the co-ordination of related consultation process between SON, the Minister and third parties as described in this Agreement, or as may be agreed to by the Parties.
4. The Working Group will be composed of three (3) members appointed by each of SON and the Minister and an independent Chair jointly appointed by the Parties. The Parties will consult each other before making their respective appointments.
5. The Working Group will invite the participation of other subject-matter experts as members jointly agree are required with respect to the matters being considered.
6. Either Party may change the composition of its membership on the Working Group as required. Prior to making any such changes, a Party will give notice of its intention and the Parties will consult each other respecting the proposed change.
7. The Working Group will be responsible for the following:
 - a) facilitating the implementation of this agreement, including:
 - i. developing within ninety (90) days of the formation of the Working Group a plan for implementing the terms of this agreement and related budgets;
 - ii. assisting the Parties in determining the scope and design of a Natural and Cultural Values Study on the Peninsula as described in this Agreement;

- iii. determining the precise description of the buffer zone as set out in article 1(g) and reporting back to the Parties on the Working Group's recommendations in this regard.
 - b) assisting the Parties to resolve Project-specific issues, through the development and recommendation of mitigation strategies, problem-solving, facilitating discussions between the Parties and Energy Developers, dispute resolution and other processes as described in this Agreement;
 - c) reporting on and planning for the effective implementation of this Agreement, including:
 - i. assisting the Parties in carrying out a Review of the implementation and operation of this Agreement, making recommendations to the Parties on any amendments that may be required;
 - ii. assessing the implications of six (6) month reviews provided by the OPA relating to applications for Projects. In the case of the first six month review, scheduled to be completed no earlier than the end of 2010, the assessment will include the participation of representatives of the OPA to assist the members of the Working Group;
 - iii. reporting on Project development trends, changes in government policy or programs, including the FIT program, or other matters that may bear on the effective implementation of the agreement.
8. The Working Group shall develop its own terms of reference that shall include:
- a) Principles and procedures that will aid in reaching consensus decisions and limit the need for a vote;
 - b) Rules with respect to:
 - i. quorum, provided that that quorum shall consist of a minimum of two (2) members from each of SON and the Crown,
 - ii. voting, provided that no voting shall take place unless an equal number of SON and Crown voting members are present,
 - iii. scheduling and holding of meetings of the Working Group, provided that such meetings shall be held at least two (2) times per year;
 - c) The role and use of an independent, non-voting Chair.
9. The Parties acknowledge that the Working Group is not the Crown for the purposes of this Agreement, and that, in order for the Working Group to be effective in carrying out its mandate under this Agreement, its members must:
- a) Have the authority to carry out their responsibilities under this Agreement;

- b) Be committed to acting expeditiously in carrying out Working Group responsibilities.
10. The Minister acknowledges that the Ontario government will have over-all responsibility for securing funding for any budget developed and approved by the Working Group relating to the implementation of the terms of this Agreement. The Parties acknowledge that there may be occasions where they may wish to co-operate in order to access certain types or sources of funding.

Processes for Projects in Anishnaabekling

11. The Parties acknowledge that the development of Projects in Anishnaabekling must be carried out with a commitment to mitigating adverse effects and impacts on SON Rights and accommodating SON Rights where required.
12. Energy Developers proposing to carry out Projects in Anishnaabekling will adhere to the processes and procedures identified in this Agreement.
13. Nothing in this Agreement relieves Energy Developers from meeting any of the requirements of the existing REA or EA processes or any other related obligations they may have at law.

Early Notification and Engagement

14. The Parties acknowledge the requirement for early notice to SON of possible Projects and early engagement between SON and Energy Developers wishing to carry out Projects in Anishnaabekling. To that end:
- a) SON will receive written notice of Projects from the Crown (e.g. MOE) no later than the time when the Director receives a project description and related requests under the REA regulation for any application in Anishnaabekling; and
 - b) Energy Developers proposing to carry out Projects in Anishnaabekling will receive notice in writing from the Crown (e.g. MOE or the Renewable Energy Facilitation Office ("REFO"), as appropriate), advising them of the requirement for timely engagement with SON, that will include notice of other SON specific requirements for Project development as set out in this Agreement.
15. SON will receive notice from the OPA of transmission and other renewable energy-related Projects in Anishnaabekling to which the OPA's Economic Connection Test ("ECT") is applied by means of delivery on a regular basis of each review of energy generation applications, such review now expected to be performed on a six (6) month basis. This notice will include assessment from the OPA on the implications of the ECT outcomes for future developments in Anishnaabekling. For other transmission Projects, SON will receive notice from the Crown as the Crown becomes aware of them.

SON Engagement with Energy Developers

16. The Parties recognize that good faith engagement and negotiations resulting in agreements between SON and Energy Developers can be an effective mechanism to address SON concerns with respect to Projects.
17. The Parties anticipate that SON and Energy Developers will enter into protocol agreements or other appropriate arrangements that:
 - a) establish and describe the relationship between SON and Energy Developers respecting the planning, design, review and development of the Project;
 - b) address the transfer of information respecting Project design and assessment, and the role of SON in the review of information;
 - c) set out the application of SON specific guidelines, expertise or knowledge relating to the assessment, design or development of Projects where appropriate;
 - d) establish a commitment to negotiate impact mitigation and benefits agreements, including partnership agreements, where appropriate;
 - e) provide necessary capacity funding for SON review of the Project or related matters.
18. The Parties expect that, where adverse effects and impacts have been identified, SON and Energy Developers will conclude agreements respecting Impact mitigation and benefits.

Role of Working Group in Facilitating Agreement

19. Where an issue arises between SON and an Energy Developer respecting any matters addressed in Articles 17 or 18 of this Agreement, either Party may refer the matter to the Working Group to assist in resolving the issues.
20. The Working Group may assist SON and Energy Developers in developing measures to address:
 - a) issues respecting the conclusion or content of a protocol agreement;
 - b) quality, completeness or adequacy of an assessment of adverse effects of a Project;
 - c) recommendations for additional studies or an independent review;
 - d) capacity funding or funding for additional studies or review;
 - e) practical mechanisms to achieve impact mitigation and benefits;

- f) any other matter respecting the Project that falls within the scope of this Agreement.
21. If the Working Group reaches consensus on a proposed resolution, the Energy Developer will be informed of that resolution with the intent that the Energy Developer will comply with it. The Working Group will report back to the Parties in situations where the Energy Developer fails to comply with the proposed resolution.
22. If the Working Group is unable to reach a consensus on a proposed resolution, the Working Group will report back to the Parties. The Parties agree to take such steps as may be required to resolve the issue in the spirit of this Agreement.

The Peninsula

23. The Parties acknowledge that SON has expressed special concerns respecting possible energy developments on the Peninsula and recognize that special provisions and assurances are required to address those concerns.

Natural and Cultural Values Study

24. There will be a Natural and Cultural Values Study of the Peninsula and its adjacent waters that will have the following elements:
- a) The scope of the Study will include historical, current and future aspects of:
 - i. SON uses of land, water and resources within the area for spiritual and cultural purposes,
 - ii. SON harvesting for both traditional and sustenance purposes, and commercial purposes,
 - iii. other economic purposes consistent with SON's historical reliance on the territory to support its culture,
 - iv. existing measures of environmental protection such as protected lands, wetlands,
 - v. natural heritage features;
 - b) The Working Group will be responsible for the design, scoping, commissioning and oversight of the Study;
 - c) SON will lead the scoping and design of the aspects set out in clauses 24(a)(i) – (iii);
 - d) To the extent possible, the Study will include relevant base-line information on natural resources that are available from existing sources, including Ontario and Federal government departments and agencies.

25. The Parties anticipate that the Natural and Cultural Values Study will be basis for SON future engagement with planners and Energy Developers and will help inform decisions respecting possible Projects within the area.
26. The Parties agree that the Natural and Cultural Values Study must be designed and carried out expeditiously with a view to completion within a reasonable length of time, with substantial progress being demonstrated when the Review of this Agreement occurs.
27. The Crown will be responsible for securing adequate funding for the Natural and Cultural Values Study.

Future Development on the Peninsula

28. The Parties recognize that time will be required to initiate and carry out the Natural and Cultural Values Study and prepare for informed participation in planning and development decisions as they relate to Projects on the Peninsula. .
29. The Parties acknowledge that recent Ontario announcements respecting future transmission line expansion planning and projects do not include transmission line expansion on the Peninsula, and specifically, does not include a planned project referred to as the "Bruce Enabler" line.
30. In the event that any future decision is made respecting the need or economic viability of transmission expansion on the Peninsula, the Parties agree to convene, for the purposes of this Agreement, a consultation process to address the matter, including consideration of:
 - a) the findings of the Natural and Cultural Values Study;
 - b) special measures to mitigate adverse effects or impacts on SON Rights;
 - c) Project development that is respectful of SON Rights and consistent with the Purposes of this Agreement.

Traditional Waters

31. The Parties acknowledge that energy developments in waters involve different approval mechanisms and bodies than energy development on land. SON will receive notice of a possible Project in their Traditional waters at the time that the Crown receives an application for site release from an interested Energy Developer. Prior to any government decision which would permit renewable energy development in SON Traditional waters, the Parties agree to establish a consultation process to address the matter, including consideration of:
 - a) The findings of the Natural and Cultural Values study as they might be relevant to a proposed Project in SON Traditional waters;

- b) A determination of adverse effects or impacts on SON Rights;
- c) Special measures to mitigate adverse effects or impacts on SON Rights.

Peninsula and Traditional Waters

32. Upon receiving notice from an Energy Developer that it is proposing to carry out a Project within the Peninsula or SON Traditional waters, the Crown (e.g. MOE or REFO, as appropriate), shall provide written notice to the Energy Developer advising it of the special provisions of this Agreement relating to the areas.

Nuclear Projects In Anishnaabekiing

33. SON has expressed concern about the history, current operations and future of the Bruce Nuclear site. The Parties agree that the resolution of these issues is complex and will require the participation of multiple parties, including SON, Ontario, Canada, Bruce Power, Ontario Power Generation and the Nuclear Waste Management Organization based on their respective authorities and roles.
34. The Parties recognize that a consultation and accommodation process is the appropriate mechanism for addressing the future of nuclear projects and facilities in Anishnaabekiing and that the process may include consideration of concerns relating to existing Projects.
35. The Minister agrees to be a party to a consultation and accommodation process established between SON, Canada and other federal agencies around the future of nuclear projects and facilities in Anishnaabekiing, focused on those matters for which Ontario has jurisdiction, responsibilities or a role in decision-making.

Cumulative Effects

36. SON has expressed concerns regarding the cumulative effects of existing and future Projects in Anishnaabekiing and the impact they may have on SON Rights. The Parties agree that identification, quantification and analysis of these effects is complex but important, and that no processes are currently in place to address the matter.
37. The Parties agree to explore, through the Working Group, practical ways to address the concerns set out in the preceding paragraph, and develop a strategy to further the Parties' understanding of what cumulative effects studies in Anishnaabekiing might entail. The Parties agree to work together to identify and attempt to secure necessary resources and opportunities for this exploratory work.

Review of Agreement

38. The Parties agree to initiate a Review of the operation and implementation of this Agreement within one (1) year from its effective date, or sooner upon the mutual agreement of the Parties, to do the following:

- a) Assess this Agreement's success in achieving its purposes;
 - b) Determine amendments to ensure its effective operation and implementation;
 - c) Evaluate the effectiveness of the Working Group including on-going need for an independent Chair;
 - d) Assess the progress of the Natural and Cultural Values Study;
 - e) A progress report on the exploratory work undertaken under article 37.
 - f) Undertake an analysis of adequacy of measures to encourage SON financial participation, including measures under the FIT program, and other financial participation measures.
39. The Working Group will prepare a report and recommendations in this regard for consideration by the Parties. Upon receipt of the report, the Parties agree to negotiate amendments to the Agreement at the request of either Party.


General Matters

40. The Parties will act in good faith to give force and effect to this Agreement and will consult with one another in the development of mechanisms to do so and in particular, SON undertakes to obtain approval for this agreement in accordance with all legal requirements including those contained in the *Indian Act*, and the Minister undertakes to bring this matter to Cabinet for ratification so that this Agreement is legally binding and enforceable.
41. The Parties agree that confidentiality of information provided by either Party and not otherwise publicly known is of the essence to full and productive implementation of this Agreement, and each Party therefore agrees to maintain the confidentiality of the information and of subsequent discussions and actions, within the Parties and members of the Working Group, and not disclose the information or positions taken by the other Party in the course of such discussions or other actions to the extent that the discussions are on-going or this Agreement, including any amended version of this Agreement, remain in force and effect.
42. The Parties acknowledge that the Crown carries any applicable duty under section 35 of the *Constitution Act, 1982*, to consult with SON with respect to potential adverse effect of the Projects and, where appropriate, accommodate. The Parties acknowledge that accommodation may be in various forms and may be made by or through the Crown, Energy Developers or other entities.
43. This Agreement is not intended to address current litigation.
44. Nothing in this Agreement is intended to limit or prejudice any claim that SON may have or assert in the future based on s.35 of the *Constitution Act, 1982* or otherwise, or any position that the Crown may take in respect thereto, nor shall this Agreement limit or prejudice SON or the Crown with respect to positions it or they may

eventually take respecting the Projects or related matters in the absence of any signed agreement between the Parties.

**On behalf of Her Majesty the Queen in
Right of Ontario ("H.M.Q.") as represented
by the Minister of Energy and
Infrastructure**

I have the authority to bind H.M.Q.




The Honourable Gerry Phillips
Minister of Energy and
Infrastructure

Signed this 14 day of Jan. 2010

**On behalf of the Saugeen Ojibway
Nations**

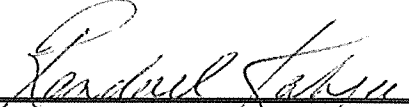
I have the authority to bind the Chippewas
of Nawash Unceded First Nation



Chief Ralph Akiwenzle

Signed this 14 day of Jan. 2010

I have the authority to bind the Chippewas
of Saugeen First Nation

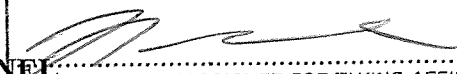


Chief Randall Kahgee

Signed this 14 day of Jan. 2010

EXHIBIT “D”

This is Exhibit ...D... referred to in the affidavit of Radell Kalsed sworn before me, this 15th day of August 2013.


A COMMISSIONER FOR TAKING AFFIDAVITS

**AGREEMENT
TO ESTABLISH A JOINT REVIEW PANEL
FOR THE DEEP GEOLOGIC REPOSITORY PROJECT BY ONTARIO POWER
GENERATION INC. WITHIN THE MUNICIPALITY OF KINCARDINE,
ONTARIO**

BETWEEN

**THE MINISTER OF THE ENVIRONMENT
-And-
THE CANADIAN NUCLEAR SAFETY COMMISSION**

PREAMBLE

WHEREAS the Minister of the Environment has statutory responsibilities pursuant to the *Canadian Environmental Assessment Act*;

WHEREAS the Commission has statutory responsibilities pursuant to the *Nuclear Safety and Control Act* and to the *Canadian Environmental Assessment Act*;

WHEREAS Ontario Power Generation Inc. has applied to the Commission to seek approval to prepare a site and construct a deep geologic repository;

WHEREAS the Project would be carried out within the area that the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation (collectively referred to as the SON) identify as Anishnaabeking, the specified territory they identify that they have traditionally used and occupied;

WHEREAS the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation have expressed concerns that the Project might adversely affect potential or established Aboriginal rights, title or Treaty rights they assert in that area;

WHEREAS the Minister and the Commission acknowledge that a duty to consult arises when the Crown has knowledge, real or constructive, of the potential existence of Aboriginal rights, title or Treaty rights and contemplates conduct that might adversely affect it;

WHEREAS an environmental review of the Project by a Joint Review Panel is an important source of information about effects the Project may have on the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation's potential or established Aboriginal rights, title or Treaty rights, and would therefore support ongoing consultations between the Crown and Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation related to the Project;

WHEREAS the Project is within the jurisdiction of the Commission under the *Nuclear Safety and Control Act* and requires an environmental assessment pursuant to the *Canadian Environmental Assessment Act*;

WHEREAS the Commission is the sole responsible authority for the Project pursuant to the *Canadian Environmental Assessment Act*;

WHEREAS the Project requires a licence(s) pursuant to the *Nuclear Safety and Control Act*;

WHEREAS the Commission has recommended, in accordance with paragraph 21(2) (b) of the *Canadian Environmental Assessment Act*, that the Minister of the Environment refer the Project to a review panel;

WHEREAS the Minister of the Environment has referred the Project to a review panel in accordance with section 29 of the *Canadian Environmental Assessment Act*;

WHEREAS the Parties to this Agreement have determined that a review of the Project by a joint review panel will ensure that the Project is reviewed in a manner that will provide for an effective and efficient environmental assessment and regulatory process;

AND WHEREAS the Minister of the Environment has determined that a joint review panel should be established pursuant to subsection 40(2) of the *Canadian Environmental Assessment Act* to consider the Project;

NOW THEREFORE, the Parties hereby establish a Joint Review Panel for the Project in accordance with the provisions of this Agreement and the Terms of Reference attached as an Appendix to this Agreement.

1. DEFINITIONS

In this Agreement:

“**Aboriginal group**” means a community of Indian, Inuit or Métis people that holds or may hold Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*;

“**Agency**” means the Canadian Environmental Assessment Agency;

“**CEAA**” means the *Canadian Environmental Assessment Act*;

“**Commission**” means the Canadian Nuclear Safety Commission;

“**Environment**” has the same meaning as set out in section 2 of the CEAA;

“**Environmental Effect**” has the same meaning as set out in section 2 of the CEAA;

“Environmental Impact Statement” means the document that the proponent will prepare in accordance with the Environmental Impact Statement Guidelines issued by the Parties pursuant to Part II of the Appendix to this Agreement.

“Federal Authority” has the same meaning as set out in section 2 of the CEEA;

“Follow-up program” has the same meaning as set out in section 2 of the CEEA;

“Intervenor”, means a person appearing at a Joint Review Panel Hearing pursuant to rule 18 of the *Canadian Nuclear Safety Commission Rules of Procedure*, a person participating as an intervenor in a Joint Review Panel Hearing pursuant to rule 19 of the *Canadian Nuclear Safety Commission Rules of Procedure* or a person who establishes an interest to participate in the Joint Review Panel Hearings by way of a written submission and/or an oral presentation;

“Joint Review Panel” means a Joint Review Panel established through this Agreement;

“Joint Review Panel Agreement” means this Agreement to Establish a Joint Review Panel for the Deep Geologic Repository Project by Ontario Power Generation Inc. within the Municipality of Kincardine, Ontario, and the attached Appendix;

“Joint Review Panel Hearing” means the public hearing process followed by the Joint Review Panel to hear information and evidence required for the Review;

“Joint Review Panel Report” means a report which sets out the rationale, conclusions and recommendations of the panel relating to the environmental assessment of the project, including any mitigation measures and follow-up program, and a summary of any comments received from the public in the course of the Joint Review Panel Hearings;

“Jurisdiction” has the same meaning as set out in subsection 40(1) of the CEEA;

“Licence Application” means the documentation filed by the Proponent under the NSCA for a Site Preparation and Construction Licence for the Project;

“NSCA” means the *Nuclear Safety and Control Act*;

“OPG Inc.” means Ontario Power Generation Inc.;

“Parties” mean the signatories to this Agreement;

“Project” means the preparation of a site for, and the construction, operation decommissioning and abandonment of, a deep geologic repository on the existing Bruce Nuclear Site within the Municipality of Kincardine, Ontario to store low- and intermediate-level radioactive waste as more fully described in Part I of the Appendix to this Agreement;

“Proponent” means OPG Inc.

“Public Registry” means the Canadian Environmental Assessment Registry established under section 55 of the CEAA, to facilitate public access to records relating to the environmental assessment of the Project;

“Responsible Authority” has the same meaning as set out in section 2 of the CEAA and for this Project is the Commission;

“Review” means the assessment by the Joint Review Panel of the environmental effects of the Project to be conducted pursuant to the CEAA and the consideration of the Licence Application under the NSCA to determine whether the Project will pose an unreasonable risk to the health and safety of persons, the environment and national security; and,

“SON” means the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation who collectively identify themselves as the Saugeen Ojibway Nation, who have asserted claims in the area as represented by the Chiefs of the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation.

2. ESTABLISHMENT OF THE JOINT REVIEW PANEL (JRP)

- 2.1** A process is hereby established to create a Joint Review Panel (JRP) that will:
- a) Constitute a review panel pursuant to sections 40, 41 and 42 of the CEAA for the purposes of carrying out an environmental assessment of the Project; and
 - b) Constitute a panel of the Commission, created pursuant to section 22 of the NSCA, for the purposes of the review of the Licence Application pursuant to section 24 of the NSCA.
- 2.2** Nothing in this JRP Agreement shall be construed as limiting the ability of the JRP to have regard to all considerations that appear to be relevant pursuant to section 24 of the NSCA and to include a consideration of the factors set out in sections 16 and 16.1 of the CEAA.

3. CONSTITUTION OF THE JOINT REVIEW PANEL

- 3.1** The JRP will consist of three members. Two members will be appointed by the President of the Commission with the approval of the Minister of the Environment.
- 3.2** The Minister of the Environment will propose to the President of the Commission a candidate as a third member of the JRP who may also serve as a temporary member of the Commission.

- 3.3 Upon approval by the President of the Commission of a candidate as a third member of the JRP who may also serve as a temporary member of the Commission, the President of the Commission will recommend to the Minister of Natural Resources that the Minister of Natural Resources recommend the proposed candidate to the Governor in Council for the appointment of that proposed candidate as a temporary member of Commission.
- 3.4 If appointed by the Governor in Council as a temporary member of Commission, the selected candidate will then be appointed by the Minister of the Environment as a member of the JRP.
- 3.5 The members of the JRP are to be unbiased and free of any conflict of interest in relation to the Project and are to have knowledge or experience relevant to the anticipated environmental effects of the Project.

4. CONDUCT OF THE REVIEW

- 4.1 The JRP shall conduct the Review in accordance with the Terms of Reference attached as an Appendix to this JRP Agreement in a manner that:
- a) Discharges the requirements set out in the CEAA;
 - b) Permits it to obtain the information and evidence required for it to consider the Licence Application under the NSCA; and,
 - c) Permits it to obtain information and evidence about the adverse effects the project may have on potential or established Aboriginal rights, title or treaty rights as identified to the JRP by the SON and enables it to bring any such information and evidence to the attention of the Minister of the Environment and the Responsible Authorities for the Project in support of consultation between the Crown and the SON.
- 4.2 The JRP shall have all the powers and duties of a review panel described in section 35 of the CEAA.
- 4.3 As a panel of the Commission, the JRP shall also have the powers and duties of the Commission described in section 20 of the NSCA and the Rules of Procedure.

5. SECRETARIAT

- 5.1 A Secretariat will be formed consisting of professional, scientific, technical or other Agency and Commission personnel necessary for the purposes of the Review.
- 5.2 The Secretariat will provide information to the JRP orally and in writing during the JRP Hearings.

- 5.3** The personnel who comprise the Secretariat shall not be considered to be Intervenors.
- 5.4** The Commission will provide its offices for the conduct of the activities of the JRP and the Secretariat.
- 5.5** The Secretary of the Commission, or his designate, will act as Secretary to the JRP and as co-manager of the Secretariat.
- 5.6** The Agency shall appoint a panel manager as co-manager of the Secretariat.

6. RECORD OF THE REVIEW

- 6.1** Subject to section 55 and subsections 35(4), and 35(4.1) of the CEEA, the Public Registry will include all submissions, correspondence, hearing transcripts, exhibits and other information received by the JRP and all public information produced by the JRP relating to the Review.
- 6.2** The internet site component of the Public Registry will be maintained by the Secretariat during the course of the Review in a manner that provides for convenient public access, and for the purposes of compliance with sections 55 to 55.5 of the CEEA.
- 6.3** A project file will be maintained by the Secretariat during the course of the Review in a manner that provides for convenient public access, and for the purposes of compliance with sections 55 and 55.4 of the CEEA. This project file will be located in the offices of the Secretariat.

7. JOINT REVIEW PANEL REPORT

- 7.1** On completion of the assessment of the Project, the JRP will prepare a JRP Report.
- 7.2** The JRP will convey the JRP Report in writing in both official languages to the Minister of the Environment who will then publish the report.
- 7.3** The JRP will take a course of action with respect to section 37 of the CEEA and may also, as a panel of the Commission, make a decision with respect to the Licence Application pursuant to section 24 of the NSCA.

8. OTHER FEDERAL DEPARTMENTS AND JURISDICTIONS

- 8.1** At the request of the JRP, federal authorities having specialist information or knowledge with respect to the Project shall make available that information or knowledge in a manner acceptable to the JRP.
- 8.2** Subject to article 8.1, nothing in this JRP Agreement shall restrict the participation of a Jurisdiction by way of submission to the JRP.

9. PARTICIPANT FUNDING

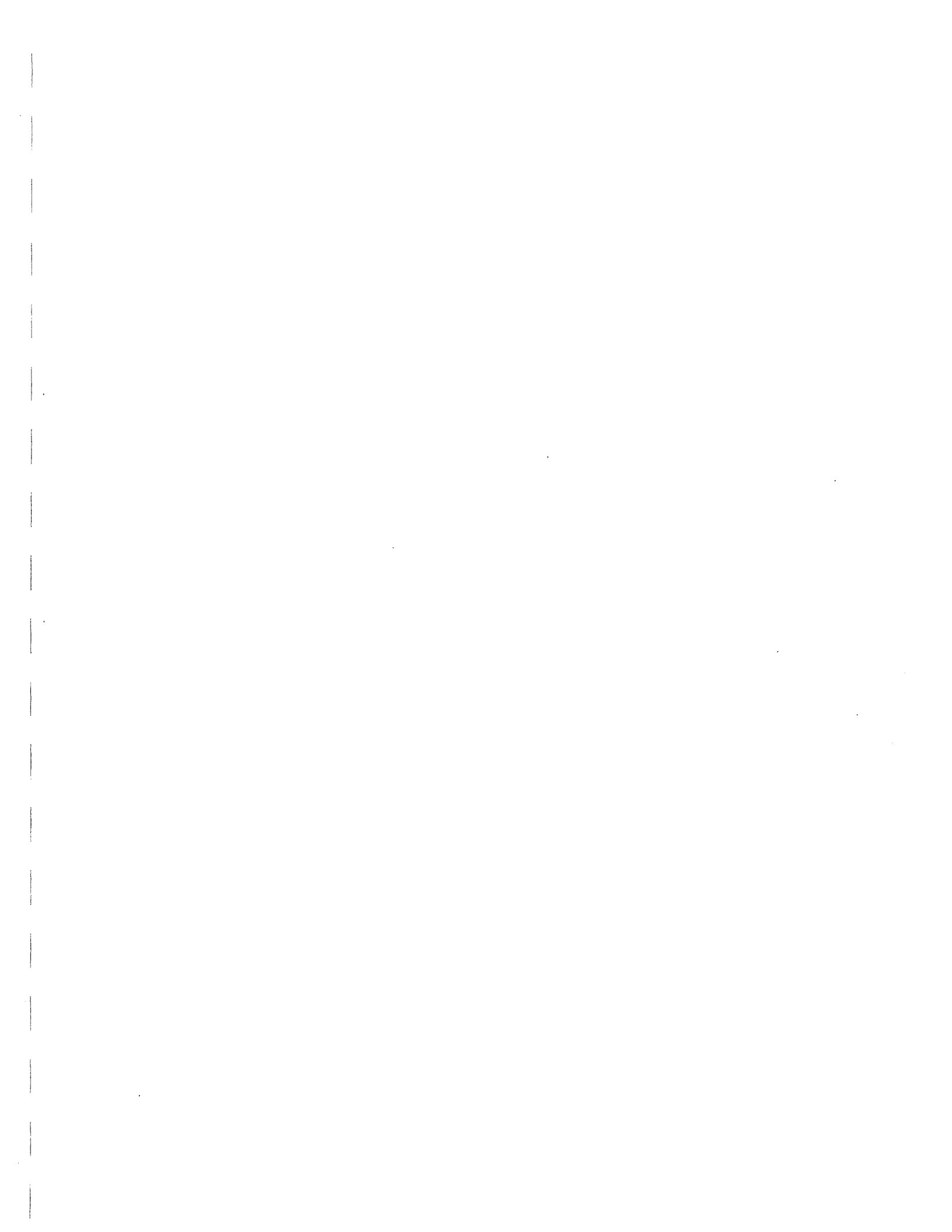
- 9.1** Participant funding for the Review will be provided and administered by the Agency pursuant to the Participant Funding Program.

10. AMENDING THIS JOINT REVIEW PANEL AGREEMENT

- 10.1** The terms and provisions of this JRP Agreement may be amended by written memorandum executed by both the Minister of the Environment and the President of the Commission.
- 10.2** Subject to section 27 of the CEAA, upon completion of the Review, this JRP Agreement may be terminated at any time by an exchange of letters signed by both Parties.

The Honourable Jim Prentice
Minister of the Environment

Michael Binder
President, Canadian Nuclear Safety
Commission



APPENDIX

Terms of Reference for the Review

Part I - Project Description

Pursuant to paragraphs 15(1) (b) and 15(3) (b) of the CEAA, the Minister of the Environment is proposing that the scope of the project include the site preparation, construction, operation, decommissioning, and abandonment of the project components and activities proposed by OPG Inc. as described in *Deep Geologic Repository for Low and Intermediate Level Radioactive Waste – Project Description*. The long-term management of used nuclear fuel under the mandate of the Nuclear Waste Management Organization is not within the scope of this project.

The physical works for this project include both surface facilities and underground facilities. Surface facilities could include two permanent buildings, plus any buildings required for ancillary facilities. The principal structures of the surface facilities expected are:

- Receipt/Access Building: this building could contain facilities for underground access by ramp or shaft. If access is by shaft, this building is expected to have a hoist/headframe/cage. If access is by ramp, this building would include ramp access. This building is likely to have facilities for staff, as well as the heating ventilation and air conditioning equipment. Low- and intermediate-level waste could be received at this building and may be staged for transfer to the deep geologic repository. This building may also be used for transfer and removal of excavated rock during construction activities; and
- Ventilation Shaft Headframe Building: this building may provide cover for the ventilation shaft, exhaust fans, sampling/monitoring devices, a hoist and mechanical/electrical systems.

Underground facilities would likely include the following:

- Ramp or Main Shaft: the main shaft would be excavated using drill and blast or other methods. The ramp would be tunnelled into the rock. Either the ramp or the shaft would be used to bring materials and waste into the deep geologic repository;
- Ventilation Shaft: the ventilation shaft would be used to route air and provide emergency egress. This shaft would be excavated by drill and blast, raise bore, or other methods;
- Underground Tunnels: these tunnels would provide access from the underground receipt area to the operational level;
- Emplacement Rooms: these rooms would provide the storage space needed for the low- and intermediate-level waste, a volume estimated as 160,000 m³; and

- Operational Level Office, Amenities and Maintenance Areas: these may be constructed adjacent to the main shaft/ramp and possibly used for servicing underground equipment, or serve as a distribution point for services.

The physical works also consist of the site infrastructure, and would include such things as power, a sanitary sewer system, a potable water system, a storm water system, a subsurface drainage system, a construction laydown area, access roadways, fencing, waste rock storage and associated roads, security and roadways for linking the deep geologic repository to the existing Western Waste Management Facility.

The undertakings in relation to the physical works to be considered for the purposes of this assessment are site preparation, construction, operation, decommissioning and abandonment phases of the project. The following describes activities expected to be undertaken for each of these undertakings and include:

Site Preparation:

Clearing a portion of the proposed site (approximately 15 hectares are wooded) and development of roads to provide site access.

Construction:

Construction of surface facilities, the shaft or ramp, the ventilation shaft, and the underground excavation of tunnels and an initial set of emplacement rooms. Construction would also result in storage of rock on the Bruce site.

Operation:

Operational activities include transfer of low- and intermediate-level radioactive waste from the Western Waste Management Facility and waste emplacement in the deep geologic repository and any sealing of emplacement rooms during the operating period. The operational phase may also include construction campaigns for additional emplacement rooms.

Decommissioning:

Decommissioning activities includes activities such as dismantling the equipment, sealing the repository and access ways and decontamination and demolishing the surface facilities.

Abandonment:

Although there are no activities associated with abandonment, the long term performance of the facility must conform to the Commission's Regulatory Policy P-290, *Managing Radioactive Waste*.

Part II - Components of the Review

1. Within 30 days of the close of the public comment period regarding the draft Environmental Impact Statement Guidelines, the Minister of the Environment shall, following consultation with the President of the Commission and after taking into account the comments received by the public, the SON and other Aboriginal groups, issue the Environmental Impact Statement Guidelines.
2. The Parties shall require the Proponent to prepare the Environmental Impact Statement (EIS) in accordance with the Environmental Impact Statement Guidelines issued by the Minister.
3. Upon receiving the Environmental Impact Statement (EIS), and provided that the JRP has been struck and that participant funding pursuant to s. 58(1.1) of the CEAA has been awarded, the JRP will have a period of up to 14 days to announce the commencement of the EIS public review and comment period and to issue instructions and a timetable for the review that will include opportunities for public comment.
4. A maximum six (6) month period is provided for review and analysis of the EIS followed by a one (1) month period for the JRP's consideration of the comments received on the sufficiency of the EIS to proceed to the JRP Hearing phase. This seven (7) month time period is in addition to any time required by the proponent to respond to any information requests from the JRP.
5. At any time following submission of the EIS to the JRP, during the EIS public comment and review period, or in considering of any comments received during or following the public comment period, the JRP may request any additional information it deems necessary from the Proponent.
6. The JRP shall schedule and announce the start of the JRP Hearings once it is satisfied that the proponent's EIS and any additional information has adequately responded to the EIS Guidelines.
7. The JRP shall provide public notice of the JRP public hearings 90 days prior to the start of the Hearings.
8. Written comments obtained pursuant to the EIS public review and comment period shall be made public on the Public Registry.
9. At the request of the JRP, the Secretariat shall provide written and oral professional, scientific, technical or other assessment to the JRP.
10. The JRP may secure the services of additional independent experts to provide information on and help interpret technical and scientific issues and issues relative to community knowledge and Aboriginal traditional knowledge.
11. The JRP shall hold the Hearings within the Municipality of Kincardine and elsewhere as it deems appropriate.
12. The JRP shall deliver its Report to the Minister of the Environment within 90 days following the close of the Hearings. Paper and electronic copies of the report will be provided upon request. Copies will also be available on the Internet.

Part III – Procedure

1. The JRP will issue directions on procedures in accordance with the CEAA, NSCA and the provisions of the JRP Agreement. The directions on procedures will include the JRP's procedures for the review process including the conduct of the EIS review, communication with the JRP, hearing procedures and/or any other matter the JRP deems appropriate. The JRP may issue separate public hearing procedures prior to the hearings.
2. The JRP may consult with the public prior to finalizing its directions on procedures.
3. The JRP Hearings will be conducted in accordance with the CEAA, NSCA and this Agreement and will ensure that opportunities are provided for timely and meaningful participation by the public, the SON, and other Aboriginal groups; that technical sessions are scheduled for specific matters of concern; and, that Aboriginal and traditional knowledge is appropriately considered.
4. For the purposes of CEAA or the NSCA, the JRP Hearings shall be public unless the JRP is satisfied after representations made by a witness that specific, direct and substantial harm would be caused to the witness or specific harm to the environment by the disclosure of the evidence, documents or other things that the witness is ordered to give or produce, or that information to be presented involves national or nuclear security; the information is confidential information of a financial, commercial, scientific, technical, personal or other nature that is treated consistently as confidential and the person affected has not consented to the disclosure; or the disclosure of the information is likely to endanger the life, liberty or security of a person.
5. The JRP public hearing procedures will establish timelines for presentations to the JRP. Each presentation may be followed by a question and answer period led by the JRP, followed by questions from other Intervenors.
6. Questions will be directed through the JRP Chair who may subsequently allow a participant to put questions directly to the presenter. Where a person does not adhere to the procedures and the direction of the JRP Chair, the JRP Chair will have the authority to refuse to permit further questioning from that person.
7. The JRP Chair may limit or exclude questions or comments that fall outside the mandate of the JRP, are repetitive, irrelevant, or immaterial.
8. The JRP Chair may limit discussion that exceeds the time limits established by the JRP procedures.

Part IV – Scope of the Environmental Assessment and Factors to be Considered in the Review

1. The Review will include a consideration of the following factors listed in paragraphs 16(1)(a) to (d) and in subsection 16(2) of the CEAA:

- a) The environmental effects of the Project, including the environmental effects of malfunctions, accidents or malevolent acts that may occur in connection with the Project and any cumulative environmental effects that are likely to result from the Project in combination with other projects that have been or will be carried out;
- b) The significance of the effects referred to in (a);
- c) Comments from the public that are received during the Review;
- d) Measures that are technically and economically feasible and that would mitigate any significant adverse environmental effects of the Project;
- e) The purpose of the Project;
- f) Need for the Project;
- g) Alternatives to the Project
- h) Alternative means of carrying out the Project that are technically and economically feasible and the environmental effects of any such alternative means;
- i) Measures to enhance any beneficial environmental effects;
- j) The requirements of a follow-up program in respect of the Project;
- k) The capacity of renewable resources that are likely to be significantly affected by the Project to meet the needs of the present and those of the future; and,
- l) The consideration of community knowledge and Aboriginal traditional knowledge.

Part V – Scope of Assessment of the Application for Licence to Prepare Site and Licence to Construct

Pursuant to section 24 of the NSCA and its regulations, the JRP process will include consideration of:

- Whether the applicant is qualified to perform the activity to be licensed; and,
- Whether in carrying on that activity the applicant will make adequate provisions for the protection of the environment, the health and safety of persons and the maintenance of national security and measures required to implement international obligations to which Canada has agreed.

Santina Centellegh

From: <bellcanada@startconference.com>
Date: Thursday, November 03, 2011 12:41 PM
To: <scentellegh@pstlaw.ca>
Subject: Conference summary report Nov 03 2011 10:01:05 AM Eastern Time



The following is a summary of your recently completed conference call.

Moderator: Mr. Alex Monem
Call Date: 11/03/2011
Billing Code: 888


Note: All times in this report are in Eastern Time. [Change Billing Code](#)

Telephone #	Dial Out	Start	End	Duration(min)
5198244120	N	10:01:05 AM	10:14:05 AM	13
4169162989	N	10:02:27 AM	12:04:27 PM	122
5197972781	N	10:03:00 AM	10:53:00 AM	50
5195344614	N	10:04:22 AM	12:04:22 PM	120
5198244120	N	10:13:29 AM	12:04:29 PM	111
5197972781	N	10:54:10 AM	12:04:10 PM	70
			Total Minutes:	486

For more information, call 1 800 667-3678 / 1 416 203-7016 or email conferencingcustomercare@bell.ca

\$ 290.95

EXHIBIT “E”

This is Exhibit E referred to in the affidavit of Radell Kabes sworn before me, this 15th day of August 2013

A COMMISSIONER FOR TAKING AFFIDAVITS

~~SUBSTANTIVE COMMERCIAL FISHING AGREEMENT~~

BETWEEN:

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

-AND-

SAUGEEN FIRST NATION

(Collectively, the “Saugeen Ojibway Nation” or “SON”)

-AND-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF NATURAL RESOURCES
(“MNR”)

PREAMBLE

WHEREAS on August 23, 2011, the Parties entered into a Framework Agreement in which the Parties agreed to binding goals, principles, objectives and mutual commitments that are to be implemented in a Long Term Substantive Commercial Fishing Agreement;

AND WHEREAS the Parties continue to respect and reaffirm these same goals, principles, objectives and mutual commitments as they enter into this Long Term Substantive Commercial Fishing Agreement;

NOW THEREFORE, the Parties agree as follows:

INTERPRETATION

Definitions

The following definitions apply in this Agreement:

“the Bays” means those parts of the waters that are known as Owen Sound and Colpoys Bay in Lake Huron;

“Colpoys Bay” means all waters that are inside the solid line running from Gravelly Point on a line of sight through Skinner’s Bluff on the map attached in Schedule C – Fishing in the Waters (“Schedule C”);

“Compliance Protocol” means the protocol established between SON and MNR to ensure compliance with this Agreement as set out in Schedule E – Compliance (“Schedule E”);

“Framework Agreement” means the Agreement entered into by the parties on August 23, 2011, and attached as Schedule A – Framework Agreement (“Schedule A”);

“Owen Sound” means all waters that are inside the solid line running from Vail's Point to Pyette Point on the map attached in Schedule C;

“TAC” means the total allowable catch for a species set out in Schedule D – Total Allowable Catch and Data Exchange (“Schedule D”);

“the Waters” means those parts of Lake Huron that are inside the area that is shaded with hatch marks on the map attached as Schedule B – The Waters (“Schedule B”); and

“Working Group” means any group established by the Governance Committee pursuant to this Agreement or the Framework Agreement, for which the Terms of Reference are set out at Schedule F – Terms of Reference for Working Groups (“Schedule F”).

THE AGREEMENT

1. Purpose

- 1.1. The purpose of this Agreement is to implement the commitments made by the Parties in the Framework Agreement to enter into a Long Term Substantive Commercial Fishing Agreement.
- 1.2. The Parties agree to implement the commitments identified in paragraph D of the Framework Agreement as an important step in their constructive ongoing and harmonious relationship.

2. Nothing to Abrogate or Derogate Rights

- 2.1 Nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for the existing aboriginal or treaty rights of the SON as recognized and affirmed in section 35 of the *Constitution Act*, 1982.
- 2.2 This Agreement is without prejudice, and shall not be relied upon by either Party in a judicial or quasi judicial proceeding, except for the enforcement of this Agreement.

3. Scope

- 3.1 This Agreement does not define Aboriginal or Treaty rights. It is intended to provide for the sustainability of fish, the support of the SON commercial fishery and the safety for all on the waters.

- 3.2 This Agreement applies to all species of fish that are caught for commercial purposes by the SON commercial fishers in the Waters.
- 3.3 This Agreement does not address SON's fishing for food, social or ceremonial purposes, and nothing in this Agreement shall be construed so as to apply to such fishing.

4. Fishing

- 4.1 The SON will designate, in accordance with SON's own practice, those members who may engage in commercial fishing under this Agreement ("SON Commercial Fishers").
- 4.2 SON Commercial Fishers who fish or engage in other activities under this Agreement will comply with the terms of this Agreement, including Schedule C and Schedule D.
- 4.3 SON Commercial Fishers will recommence fishing in the Bays starting 60 days after this Agreement comes into force, and shall continue thereafter according to Schedule C.
- 4.4 In each year, SON agrees that SON Commercial Fishers will not catch more than the TAC for each species for which the TAC has been established.
- 4.5 The TAC for the Waters for lake whitefish is set out in Schedule D.
- 4.6 In order to ensure the sustainability of the resource, the TAC Working group shall recommend to the Governance Committee no later than June 15 in each year an appropriate TAC for lake whitefish, and any other species for which it is of the view that TAC should be established, for Zones 1, 2 and 3, as described in Schedule B.
- 4.7 Where no TAC is set for a species, either Party may ask the Governance Committee to consider the issue of whether TAC should be set for that species and, if so, what process should be adopted.
- 4.8 If the Governance Committee decides that TAC should be set for the species, Schedule D shall be amended in accordance with paragraph 9.2 of this Agreement to reflect this change.
- 4.9 If no TAC has been set for a species, there is no limit on the weight of that species that may be caught.

5. Data Exchange

- 5.1. In order to ensure the sustainability of the fishery, to ensure the Parties' mutual responsibility for fisheries assessment work and to assist the TAC Working Group, the Parties agree to exchange fisheries data in accordance with paragraph 5 and the protocol set out in Schedule D.
- 5.2. MNR agrees to exchange annual Lake Huron lake-wide harvest data from commercial fishers that are not SON Commercial Fishers and, to the extent it is available, from recreational fishers in accordance with Schedule D.
- 5.3. SON agrees that SON commercial fishers shall report to SON their daily catch for all species and their fishing effort, including location of catch, gear type and the length of time nets were set in the water in accordance with Schedule D.
- 5.4. SON agrees that the information provided by SON Commercial Fishers to SON under paragraph 5.3 shall be shared with MNR in accordance with the process set out by the Governance Committee in accordance with Schedule D.
- 5.5. As directed by the Governance Committee, both Parties agree to provide any other information that may be helpful to the TAC Working Group at the end of fishing for that year.

6. Compliance

- 6.1. The Parties agree to follow the Compliance Protocol as set out in Schedule E.

7. Funding

- 7.1. The Parties recognize that in order to implement this Agreement, prudent, fair and reasonable funding is necessary for the work that is to be collaboratively undertaken under this Agreement.
- 7.2. The Parties agree to work together through the Governance Committee to finalize annual work plans and budgets by March 15.
- 7.3. MNR will provide SON up to \$850,000 over a five-year term of a new substantive commercial fishing agreement. This sum to be provided as follows:
 - Year 1: \$250,000 for April 2012 – March 2013 (subject to deductions made in accordance with the MOU signed by the parties on February 23, 2012)
 - Year 2: \$180,000 for April 2013 – March 2014
 - Year 3: \$170,000 for April 2014 – March 2015
 - Year 4: \$150,000 for April 2015 – March 2016
 - Year 5: \$100,000 for April 2016 – March 2017

- 7.4. The funding set out in paragraph 7.3 will be provided in accordance with a Transfer Payment Agreement entered into by the parties.
- 7.5. If the Governance Committee recommends a project that will be valuable to the parties but for which there is insufficient funding under paragraph 7.3, both parties shall exercise best efforts to attempt to locate funding, including support in kind and funding from initiatives provided by other agencies, in order to contribute to those projects.

8. Implementation of Goals, Commitments and Obligations: The Governance Committee

- 8.1. The Governance Committee established under the Framework Agreement is continued, and will serve as a mechanism for ensuring there is collaboration in the governance and implementation of this Agreement.
- 8.2. The Governance Committee will continue to act in accordance with Part II of the Framework Agreement, with necessary modifications.
- 8.3. The Governance Committee will meet at least quarterly.
- 8.4. The Governance Committee shall undertake the following non-exhaustive list of matters:
 - a) Direct and approve the development of a work plan and budget for each year in order to implement the commitments set out in this Agreement.
 - b) Identify and use best efforts to pursue other funding as necessary.
 - c) Establish TAC and amend Schedule D accordingly.
 - d) Seek the participation of the federal government, or other agencies or ministries in the implementation of this Agreement.
 - e) Review any recommendations made by the Stocking, TAC, Communication/ Education and Economic Development Working Groups or any other Working Groups, and implement them as agreed.
 - f) Seek to resolve disputes that arise in respect of the interpretation, application or implementation of this Agreement.
 - g) Deal with any other matters as determined by the Governance Committee.
- 8.5. The Governance Committee, or a working group directed to do so, shall prepare a report (not exceeding 5 pages) no later than March 31, 2014 with respect to the experience of the Parties in implementing this Agreement that identifies the progress made and any challenges. If the report identifies a lack of progress in fulfilling the commitments and objectives of this Agreement attributable to a shortfall in funding provided under paragraph 7.3, the Governance Committee shall seek to resolve the issue. If the issue cannot be resolved by the Governance Committee, it will refer the matter to the Minister of Natural Resources for

consideration of possible ways to resolve the issue in accordance with the spirit and intent of this Agreement.

9. Schedules

- 9.1. The Parties agree that the Schedules to this Agreement form part of the Agreement.
- 9.2. The Parties agree that although this Agreement may only be amended on the agreement of the Parties in accordance with paragraph 12.3, the Schedules to this Agreement may be amended from time to time by decision of the Governance Committee.

10. Continuation of Work begun under the Framework Agreement and Dispute Resolution

- 10.1. The Dispute Resolution process established under paragraph IV of the Framework Agreement is continued with necessary modifications and will serve as a mechanism for addressing disputes under this Agreement.
- 10.2. The Working Groups established by the Governance Committee pursuant to the Framework Agreement are continued and the terms of reference are attached as Schedule F.

11. Other Provisions

- 11.1. A summary of the terms of the Agreement may be agreed upon and provided to interested third parties, or as part of communication and education efforts agreed to by the Governance Committee.
- 11.2. The Parties agree that on the date that this Agreement comes into force, it and the Framework Agreement will not be confidential, despite paragraph V (A)(1) of the Framework Agreement.

12. Term of the Agreement

- 12.1. This Agreement comes into force and effect on the day it is signed by both Parties.
- 12.2. This Agreement shall be in force and effect for a term of 5 years from the date that it comes into effect and shall terminate at the end of its term, unless the Parties agree otherwise.
- 12.3. This Agreement may be amended by written agreement duly executed by the Parties.

13. Termination and Notice

13.1. This Agreement may be terminated:

- a) by mutual consent, as recommended by the Governance Committee; or,
- b) by either Party, 30 days following the delivery of notice in writing, which shall be delivered by mail, fax or email, to the Minister of MNR, or the 2 Chiefs of SON.

13.2 Despite paragraph 13.1, where notice has been provided under 13.1(b), the Parties will, within the 30 days of the delivery of the notice of termination, meet in a mediated forum in an effort to resolve any dispute leading to the notice of termination.

13.3 Notice that may be required under this Agreement, other than a notice of termination, shall be in writing and shall be delivered by mail, fax or email to the representatives of the parties that are on the Governance Committee.

NOW HEREIN THE PARTIES AGREE TO THIS AGREEMENT:

SIGNED
in the presence of:



Witness

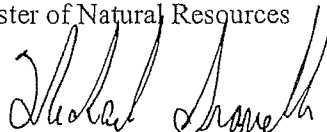
Date *Jan. 24/13*

SIGNED
in the presence of:

Witness *Randall Brote*

Date *Feb 21, 2013*

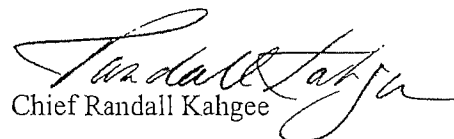
HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by the
Minister of Natural Resources
per:



Honourable Michael Gravelle
Minister

Date **JAN 24 2013**

Saugcen First Nation
As represented by: Chief Randall Kahgee

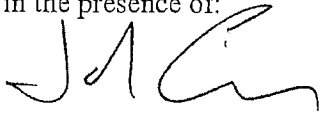


Chief Randall Kahgee

Date *Feb 21, 2013*

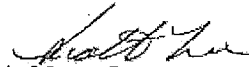
I have authority to bind the Saugeen First Nation.

SIGNED
in the presence of:



Witness

Chippewas of Nawash Unceded First Nation
As represented by: Chief Scott Lee


Chief Scott Lee

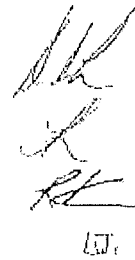
Feb 25, 2013
Date

FEB 25TH 2013
Date

I have authority to bind the Chippewas of Nawash Unceded First Nation.

Schedule A – Framework Agreement

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Draft for Ratification
Version July 5, 2011

Handwritten signatures and initials in black ink, including a large signature at the top and initials 'LJ' at the bottom.

FRAMEWORK AGREEMENT

BETWEEN:

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

-AND-

SAUGEEN FIRST NATION

(Collectively, the "Saugeen Ojibway Nation" or "SON")

-AND-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF NATURAL RESOURCES
("MNR")

(Together the "Parties")

WHEREAS the Saugeen Ojibway Nation ("SON") has sustained itself historically by engaging in fishing for commercial, cultural, ceremonial, and subsistence purposes;

WHEREAS the relationship between SON and the Crown is marked and governed by Treaties, Promises, and Proclamations including Treaty 45 ½, Treaty 72 (1854), Treaty 82 (1857), and the Imperial Proclamation of 29 June 1847;

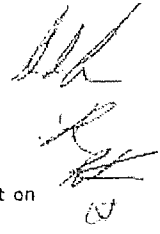
WHEREAS as expressed in *R v. Jones and Nadjiwon* (1993) 14 O.R. (3d) 421 (Ont. Prov. Ct.) SON's aboriginal and treaty rights to fish for commercial and ceremonial purposes were recognized and protected under Section 35 of the *Constitution Act, 1982*

WHEREAS the Parties have been working together through commercial fishing agreements since June 2000;

AND WHEREAS the Parties agree that the purpose of this Framework Agreement is to have the Parties, on a Government to Government basis, enter into a long-term Substantive Commercial Fishing Agreement by October 31, 2011 as an important step in their constructive, ongoing and harmonious relationship in order to continue the process of reconciliation.

1 | Page

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NOW THEREFORE the Parties enter into this Framework Agreement on the following terms and conditions:

I. GOALS, PRINCIPLES, OBJECTIVES, AND COMMITMENTS

A. GOALS

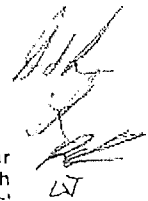
The Goals the Parties intend to reach through this Framework Agreement are as follows:

- a. To create a constructive, ongoing and harmonious, long-term relationship between SON and MNR by reaching agreements regarding the fishery and the waters defined in a long term Substantive Commercial Fishing agreement.
- b. To accomplish this long term relationship, the Parties will engage in good faith to implement this Framework Agreement and the commitments made herein. The results of the implementation of and work under this Framework Agreement will be the basis for a long-term Substantive Commercial Fishing Agreement arrived at through good faith negotiations, mutual commitments and shared obligations.
- c. The Parties understand that this Framework Agreement, and any Substantive Commercial Fishing Agreement that results, are part of a continuum of building and maintaining a new and positive relationship.

B. PRINCIPLES

The Principles that shall govern this Framework Agreement are as follows:

- a. New Relationship: Willingness and commitment to forge a new relationship based on the Principles below, recognizing the past but seeking to build a more positive and beneficial future for the parties.



- b. **Mutual Respect:** Willingness and commitment to listen to and hear each other and to act honourably and in good faith toward each other, including through meaningful recognition of the Parties' perspectives, constraints, values, and culture.
- c. **Mutual Understanding:** Willingness and commitment to understand each other's cultures, responsibilities and limitations.
- d. **Mutual Participation:** Willingness and commitment to create and implement mechanisms that achieve further participation between the Parties in decisions about commercial fishing in the waters that will be defined in a long-term Substantive Commercial Fishing Agreement.
- e. **Mutual Accountability:** Willingness and commitment to create and implement mechanisms to ensure that the Principles and provisions of this Framework Agreement are carried out in their spirit and intent.
- f. **Mutuality Requires Balancing:** Acceptance of the fact that there are many parties who hold interests in the waters around the Bruce Peninsula and their interests must be considered in any long-term Substantive Commercial Fishing Agreement between the Parties.

C. OBJECTIVES

The objectives of this Framework Agreement are:

- a. To cultivate an improved relationship between the Parties through the establishment of meaningful processes, committees, and working groups in which SON has the capacity to participate;
- b. Through those processes, committees, and working groups to provide for the implementation of collaborative initiatives that improve the mutual understanding and cooperativeness between the Parties for the sustainable management, and use of the fishery, that respects the Principles above; and,
- c. To use best efforts to ensure that economic development, and capacity building is created and exists for SON and its members, while giving appropriate consideration to other interests in the fishery.

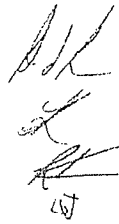


D. MUTUAL COMMITMENTS

SON and MNR agree that they share the following commitments:

1. Protection, conservation and sustainability of the resource;
2. That mutual trust and respect will be established by the implementation of meaningful processes to develop proposals, pursuant to this Framework Agreement, for inclusion in a long-term Substantive Commercial Fishing Agreement regarding:
 - a. Mutual economic benefits for the parties;
 - b. Capacity for SON;
 - c. The setting of TAC based on sound scientific principles;
 - d. Monitoring and enforcement;
 - e. Implementation and governance of a long-term Substantive Commercial Fishing Agreement;
 - f. The impact of stocking programs in the waters to be defined in a long-term Substantive Commercial Fishing Agreement;
 - g. The Bays and other areas of fishing activity as agreed to by the parties;
 - h. Communications and public education; and
 - i. Such other issues as the Governance Committee may determine appropriate in the circumstances.
3. Engagement of the Federal Crown, and any other agency or ministry in a long-term Substantive Commercial Fishing Agreement or as agreed to herein;
4. Consideration of the interests of third parties in the waters to be defined in a long-term Substantive Commercial Fishing Agreement;
5. The Parties, in working toward a long-term Substantive Commercial Fishing Agreement, will use their best efforts and be guided by the principles and commitments listed above. In so doing the Parties agree to:

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- i. Identify and communicate with each other about issues of concern;
- ii. Address those issues in a manner consistent with the Principles animating this Framework Agreement in a collaborative way; and
- iii. Where there is a disagreement between the Parties and after reasonable efforts, they are unable to reach agreement, the matter will be referred to Dispute Resolution as set out below.

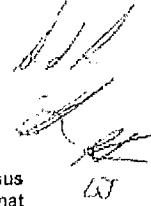
II GOVERNANCE AND IMPLEMENTATION

This Framework Agreement and the mutual commitments made herein will be governed by the following:

A. Governance Committee

- 1) A Governance Committee comprised of four representatives of SON and four representatives of MNR will be established. At least two of the representatives of SON will be the Chiefs of SON and of the four representatives of MNR, one shall be an Assistant Deputy Minister (ADM) of MNR. Quorum of the Governance Committee is two representatives from each Party with at least one Chief and one ADM
- 2) The Governance Committee will supervise, discuss and work collaboratively to meet the objectives, commitments and goals of this framework agreement set out herein.
- 3) The Governance Committee will work together on seeking the engagement of the Federal Crown, and any other agency or Ministry as agreed to herein, or in a long-term Substantive Commercial Fishing Agreement.
- 4) The Governance Committee will, as soon as practicable, establish budgets, work plans and working groups with sufficient resources to recommend proposals for inclusion in a long-term Substantive Commercial Fishing Agreement that address the commitments outlined in Section I-D of this Framework Agreement.

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Version July 5, 2011

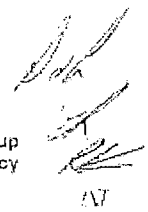


- 5) The Governance Committee will make decisions on a consensus basis that reflects the approval of both Parties. Where that consensus cannot be reached, the matter may be referred to Dispute Resolution as set out below.
- 6) The Governance Committee may agree upon the attendance of experts or advisors at its meetings from time to time.

B. Working Groups

- 1) The work of any Working Group may be combined, restricted or modified as the Governance Committee sees fit;
- 2) The Governance Committee will appoint representatives and if necessary advisors to the Working Groups, subject to agreement on funding;
- 3) Each Working Group will have joint chairs composed of a representative of each Party. The joint chairs will prepare agendas for Working Group's meetings;
- 4) The Working Group representatives for each Party will be given a copy of the Working Group records of each Working Group meeting and the work completed;
- 5) Each Working Group will complete the work set out in the approved work plan and shall meet in accordance with the approved work plan, and more often as required to complete the work set out in the work plan;
- 6) The quorum for any Working Group meeting is two Working Group representatives for SON and two for MNR, providing that notice of such meeting was sent at least one week in advance to all such representatives;
- 7) Each Working Group will make decisions on consensus as between the Parties through their Working Group Representatives. If consensus cannot be reached, then the matter will be referred to the Governance Committee;

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Version July 5, 2011



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- 3) Each Party may replace and appoint its Working Group representatives at anytime. The Parties agree that consistency and continuity in representatives and advisors are important.

III. TIMEFRAMES

- 1) The Parties will use best efforts to enter into a long-term Substantive Commercial Fishing Agreement by October 31, 2011.

IV. DISPUTE RESOLUTION

- 1) Disputes that arise in interpretation, application or implementation of this Framework Agreement are to be resolved by a meeting of the Governance Committee.
- 2) If, after reasonable efforts, the Governance Committee cannot resolve the dispute or matter in issue, it will be referred to a mutually appointed facilitator or mediator to assist the parties in resolving the dispute or matter in issue.

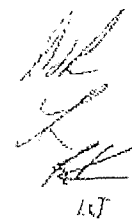
V. GENERAL PROVISIONS

A. WITHOUT PREJUDICE AND CONFIDENTIAL

- 1) This Framework Agreement and the work here under including the negotiation of a long-term Substantive Commercial Fishing Agreement will be conducted on the basis that they are confidential to the Parties and without prejudice.
- 2) In particular, the Parties agree that any documents shared in the negotiations shall be shared on a without prejudice basis and shall be kept confidential. The Parties acknowledge that such documents are subject to applicable access to information and privacy legislation, but nothing in this Agreement shall be construed as a requirement of any Party to make available information that is by law privileged or exempt from disclosure under the Freedom of Information and Protection of Privacy Act or otherwise.

7 | Page

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Draft for Ratification
Version July 5, 2011



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B. TERMINATION

f) This Framework Agreement may be terminated:

(i) By mutual consent;

(ii) By either Party where in its reasonable opinion the Goals, Principles, Objectives or Commitments of the Framework Agreement are not being met; and then only after resort to facilitation or meditation which shall take place within thirty days of notice by one Party to the other of its opinion.

C. NON-DEROGATION

f) Nothing in this Framework Agreement shall be construed so as to abrogate or derogate from the protection provided for the existing aboriginal, or treaty rights of the SON as recognized and affirmed in section 35 of the *Constitution Act, 1982*.

D. FUNDING

f) The Governance Committee will, with input from Working Groups as required, develop a work plan and budget for the work to be undertaken under this Framework Agreement

E. BINDING

1) This agreement is binding upon the Parties and their successors.

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Draft for Ratification
Version July 5, 2011

NOW HEREIN THE PARTIES AGREE TO THIS FRAMEWORK AGREEMENT:

SIGNED
in the presence of:

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO, as represented by the
Minister of Natural Resources
per:

Witness

Honourable Linda Jeffrey
Minister

Date: Aug 7

Date: August 10, 2011

SIGNED
in the presence of:

Saugeen First Nation
As represented by: Chief Randall
Kahgee

Witness

Chief Randall Kahgee

Date:

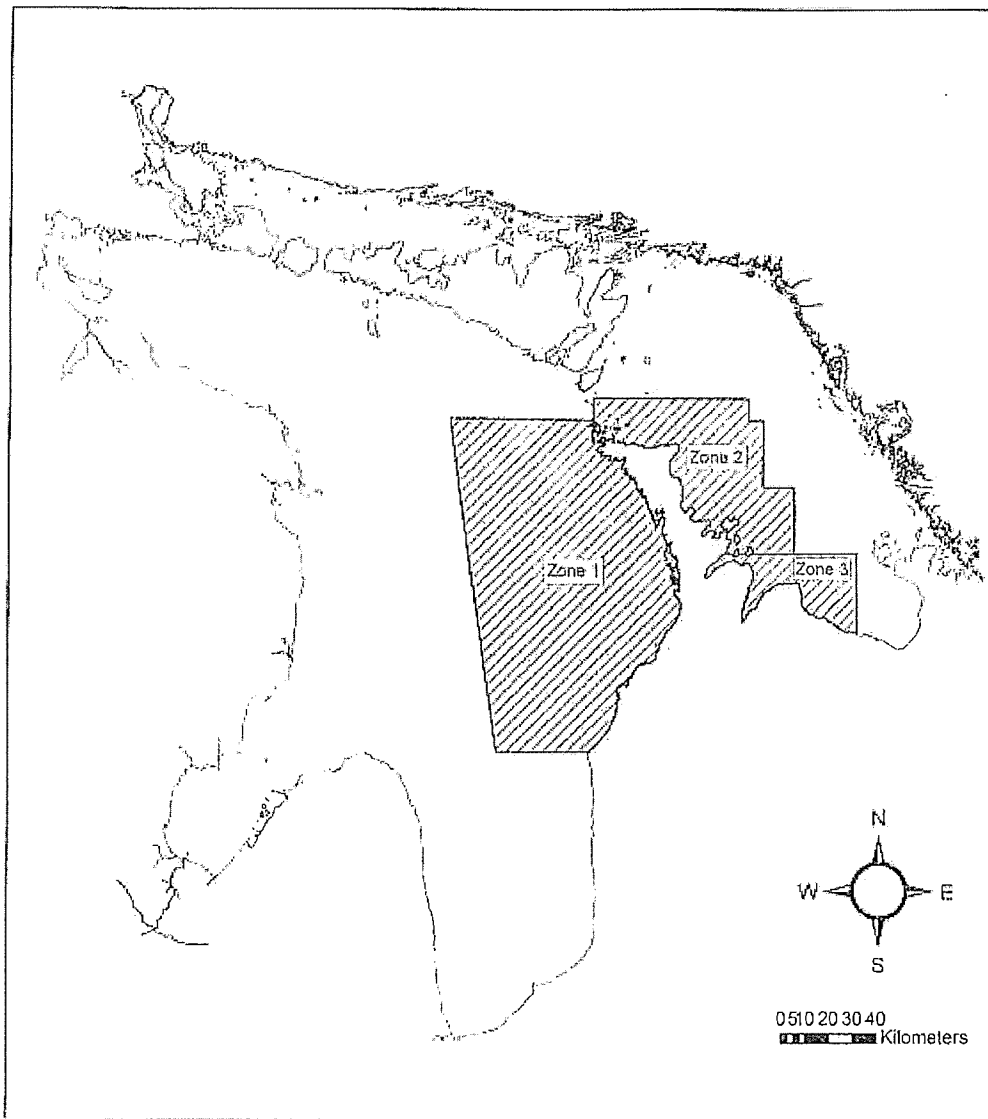
Date: Aug. 10th / 2011

SIGNED
In the presence of:

Chippewas of Nawash Unceded First
Nation, as represented by: A/Chief
Scott Lee

I have authority to bind the Saugeen First Nation.

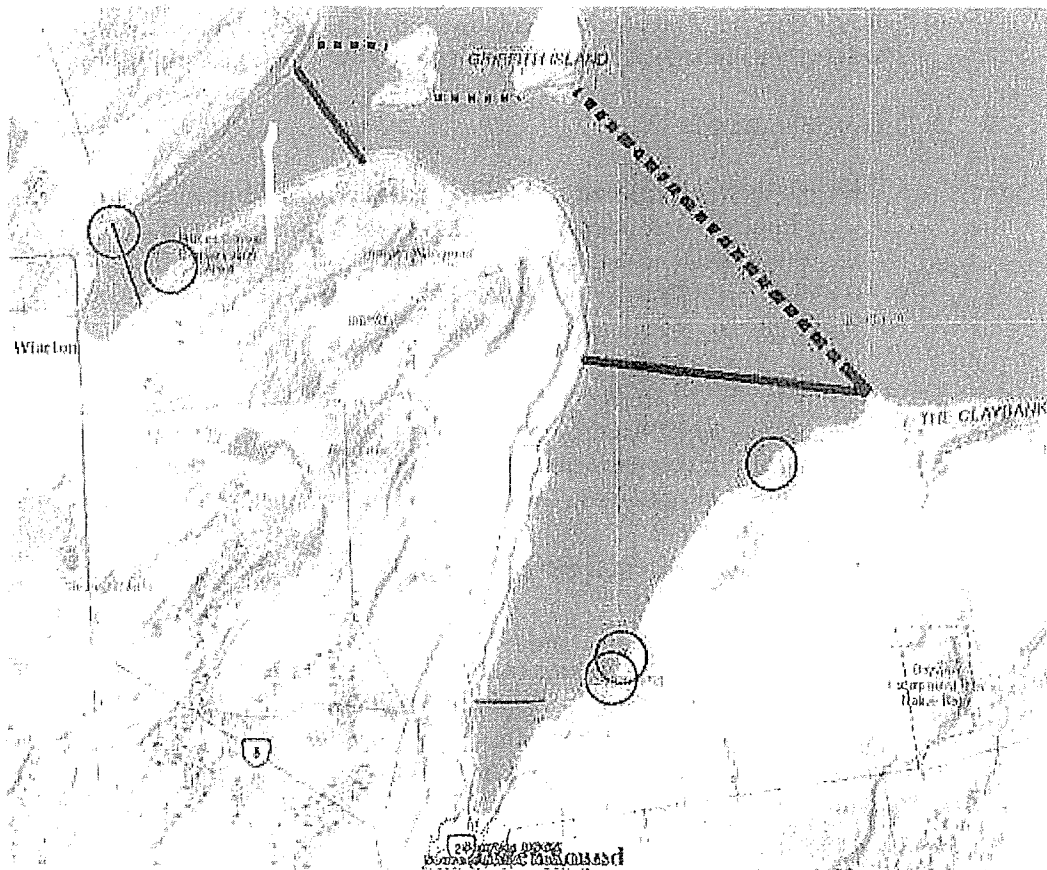
Schedule B – The Waters



Schedule C - Fishing in the Waters

1. In this Schedule, references to lines are references to lines drawn on the map attached at the end of this Schedule.
2. The following provisions apply to fishing in the Waters under this Agreement.
3. Where there are special provisions that apply to fishing in the Bays, those provisions are set out below; and if they are inconsistent with other provisions in this Schedule, they shall prevail.
4. In Owen Sound, no commercial fishing will occur in the waters at the end of the Bay that are inside the red line drawn perpendicular to the shore line from Balmy Beach to the other shore.
5. In Colpoys Bay, no commercial fishing will occur in the waters at the end of the Bay that are inside the red line that is drawn continuous from the road at the Government Dock to the southwest shore of Colpoys Bay.
6. 60 days after the Agreement comes into force, SON commercial fishing will recommence in the waters between the dotted lines and the solid red lines.
7. During 2012 and 2013,
 - a. the Parties will jointly monitor activities in the waters described in paragraph 6 in order to determine how SON commercial fishing and other uses of those waters can occur safely at the same time; and
 - b. SON will identify areas in the waters described in paragraph 6 that are of particular importance to SON fishers. .
8. SON and MNR will collaborate to prepare communications and public education materials about this agreement and about SON's commercial fishing activities and the importance of commercial fishing to the community to support SON commercial fishing and other uses of the waters occurring safely at the same time.
9. The information gathered under paragraph 7 shall also be provided to the Governance Committee.
10. In October 2013, the Governance Committee shall meet to consider the results of the joint monitoring activities described in paragraph 7 to determine whether there are any public safety, commercial fishing safety or other issues that need to be considered and addressed, and whether changes to this schedule need to be made regarding SON's fishing in the Bays.

11. In 2014, SON commercial fishing will continue in the waters described in paragraph 6 unless otherwise agreed to by the Governance Committee .
12. Until the Governance Committee has had an opportunity to consider recommendations of the Stocking Working Group regarding the impacts, if any, of commercial fishing near the mouths of rivers or streams, during March, April, October and November, SON will make best efforts not to set nets or to target other species for commercial catch within a 1 kilometre radius of the mouth of Bothwells Creek, Colpoys Creek, Waterton Creek, Keefers Creek and Gleason Brook, as illustrated on the attached map.
13. All SON nets will be marked with a buoy according to SON standards and shall also have a pole and flag so as to be clearly visible to all vessel traffic.
14. SON commercial fishers shall use nets with a mesh size of 4.5 inches or greater for the purpose of fishing lake whitefish in the Bays, unless otherwise agreed by the Governance Committee.
15. Nets in the Bays shall be a maximum height of 50 meshes and a maximum length of 300 meters.



Schedule D – Total Allowable Catch and Data Exchange

Data Exchange for the purpose of developing TAC

1. The following data is provided by one party to the other solely for the purpose of developing TAC. In the event the data provided by one party is to be used for a different purpose, there will be a discussion with that party, or with the Governance Committee if necessary, before it is used for that purpose.
2. The following data from the previous calendar year's fishery will be exchanged annually no later than the last day of February of each calendar year.
3. MNR will provide the following fisheries data to SON:
 - i. commercial harvest data from Lake Huron
 - ii. offshore index netting data
 - iii. recreational harvest data from Lake Huron, to the extent it is available
 - iv. other data relevant to the setting of TAC that is requested by SON and is available
4. SON will provide the following fisheries data to MNR:
 - i. commercial harvest data from the SON commercial fishery
 - ii. offshore index netting data
 - iii. other data relevant to the setting of TAC that is requested by MNR and is available

Process for Adjusting TAC on an Annual Basis

1. The parties and the TAC Working Group will follow the process set out below in order that the TAC Working Group may develop a timely annual recommendation on TAC to the Governance Committee:
 - a. Improved data that reflects quality assurance and quality control will be shared by the parties with each other by the end of February
 - b. SON and MNR representatives will analyze and model that data, using their preferred methods
 - c. The TAC Working Group will meet in May to exchange the models used by the parties (including analysis, modelling technique and model output), thereby enabling constructive review by the parties
 - d. The analysis and modelling will then be discussed with SON harvesters, councillors and senior managers
 - e. SON and MNR will communicate each party's preliminary analysis and options for TAC with SON harvesters, councillors, senior managers and other parties

- f. All relevant information will be provided to the TAC Working Group with the goal of making a joint recommendation on TAC to the Governance Committee by June 15
 - i. If consensus on TAC is reached, the TAC Working Group will share its recommendation with the Governance Committee
 - ii. If consensus on TAC is not reached, the SON and MNR representatives will provide their separate advice on TAC to all members of the Governance Committee
 - g. By the end of June, the Governance Committee will meet to consider and decide TAC based on the recommendation by the TAC Working Group or the advice received from SON and MNR representatives on the TAC Working Group
 - h. The Governance Committee shall amend this Schedule to reflect its decision with respect to TAC.
2. The TAC Working Group shall make annual recommendations to the Governance Committee on ways to strengthen the science behind fisheries stock assessment in order to support decisions on TAC by the Governance Committee. These recommendations will include identification of any key uncertainties to be addressed by the TAC Working Group in the subsequent year and any proposed actions, deliverables, deadlines and budget. The Governance Committee shall consider those recommendations.

Total Allowable Catch for the Waters

- 1. SON and MNR agree that the Waters shall be divided into the following zones for the purpose of this Agreement and the establishment of TAC, based on the assessment:

Zone 1 is the area shown by the hatched marks on the map set out below.

Zone 1 is described as follows: Inside a line beginning at the intersection of the water's edge on the eastern shoreline of Lake Huron (Main Basin) and the parallel of latitude 44°05'N; thence northerly along the western shoreline of mainland Bruce County to its intersection with the parallel of latitude 45°15'N; thence west along that parallel of latitude to its intersection with the line of longitude 81°45'W; thence north along that line of longitude to its intersection with the parallel of latitude 45°20'N; thence west along that parallel of latitude to its intersection with the International Boundary between Canada and the United States of America; thence southerly along that International Boundary to its intersection with the line of latitude 44°05'N; thence east along that parallel of latitude to the place of beginning.

Zone 2 is the area shown by the hatched marks on the map set out below.

Zone 2 is described as follows: Inside a line beginning at the intersection of the parallel of latitude 45°25'N and the line of longitude 80°55'W; thence south along that line of longitude to the parallel of latitude 45°20'N; thence east along that parallel of

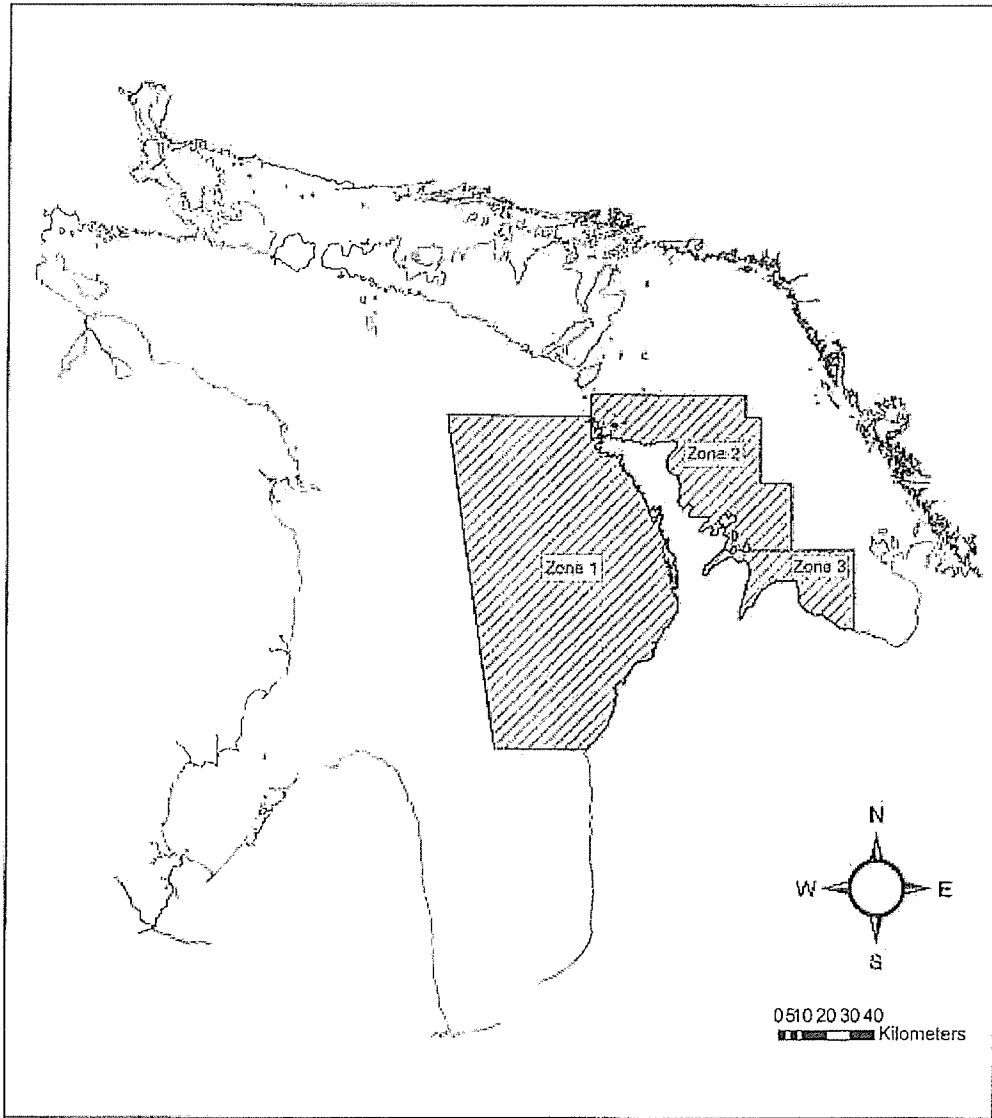
latitude to the line of longitude 80°50'W; thence south along that line of longitude to the parallel of latitude 45°05'N; thence east along that parallel of latitude to the line of longitude 80°40'W; thence south along that line of longitude to the parallel of latitude 44°50'N; thence west along that parallel of latitude to the water's edge at Colpoys Bay; thence northerly and easterly and westerly along that water's edge to the parallel of latitude 45°15'N being at the northwestern extremity of the Bruce Peninsula; thence west along that parallel of latitude to the line of longitude 81°45'W; thence north along that line of longitude to the intersection of the parallel of latitude 45°25'N; thence east along that parallel of latitude to the place of beginning.

Zone 3 is the area shown by the hatched marks on the Map set out below.

Zone 3 is described as follows: Inside a line beginning at the intersection of the parallel of latitude 44°50'N with the line of longitude 80°20'W; thence south along that parallel of longitude to the water's edge of southern Georgian Bay; thence westerly along that water's edge to the line of latitude 44°50'N in Colpoys Bay; thence east along that parallel of latitude to the place of beginning.

2. With respect to the establishment of TAC, there will be consideration of the status of biological fish populations, with associated distribution of the populations prior to the determination of TAC in the Waters.
3. Quantities of fish are expressed in round weight and in kilograms and represent the maximum quantity that can be taken in aggregate by all persons designated to fish by SON in the Waters.
4. The following is the TAC for 2012:

Species	Zone 1	Zone 2	Zone 3
Lake whitefish	292, 287	55,292	48,901



Schedule E – Compliance

1. Compliance is a joint responsibility of the Parties, and the Parties agree to promote a cooperative compliance regime through collective efforts to identify and resolve compliance issues and concerns. The following is the Compliance Protocol that the Parties agree will, in accordance with their own mandates, govern joint compliance under this Agreement.

A. Compliance Protocol

a. General Provisions

2. SON agrees that any person authorized to fish by SON (“SON Commercial Fishers”) will be monitored by SON in order to ensure compliance with this Agreement.
3. SON and MNR shall agree to a process for joint patrols, inspections and monitoring to ensure compliance with this Agreement.
4. The Parties will annually provide each other with statistics of their enforcement activities in the waters.
5. Each Party will have a designated compliance representative who is authorized and readily available to deal with compliance issues under this Agreement, and will inform the other party who is its representative.
6. If SON or MNR becomes aware that a person is not fishing in accordance with this Agreement, SON or MNR agree to immediately notify the other Party’s designated compliance representative and the Parties will follow the steps set out in this Schedule.
7. MNR will, in accordance with its mandate, continue to enforce the *Fisheries Act*, the *Ontario Fisheries Regulations* or other relevant legislation in respect of persons other than SON fishers within the waters.

b. Potential Violations

i. Potential Violations by Persons other than SON Commercial Fishers

8. Where SON is of the view that a possible violation of the *Fisheries Act*, the *Ontario Fisheries Regulations* or other relevant legislation by a person other than a SON Commercial Fisher interferes with fishing under this Agreement, SON may bring it to the attention of MNR. If so, MNR will, in a manner consistent

with its statutory obligations and its enforcement policies, investigate the allegation within 30 days and shall inform SON:(i) what compliance action, if any, was taken and why; or,(ii) where no action was taken, the reason why not.

9. Despite paragraph 8, if a possible violation is serious because it raises concerns such as a risk to safety, the potential for conflict with other users or serious interference with the ability of SON Commercial Fishers to fish under this Agreement, MNR will investigate the allegation as soon as it is practicable to do so.

ii. Potential Violations by SON Commercial Fishers

10. Within 30 days of becoming aware or being informed that a SON Commercial Fisher may not be fishing in accordance with this Agreement, SON agrees to investigate the allegation, in accordance with its own practices, and inform MNR:(i) what compliance action it has taken; or,(ii) that compliance action was not required and why.

2. Dispute Resolution

11. Where either Party disagrees with a compliance action or the failure to take compliance action with respect to an alleged violation of this Agreement, the issue may be referred to the Governance Committee for resolution.
12. If the Governance Committee does not resolve a compliance issue within 30 days of the matter coming before it, or if the Parties agree that there has been a failure to abide by the terms of the agreement and SON has been unable to effect compliance, MNR may exercise its discretion to take enforcement action under appropriate legislation such as the *Ontario Fishery Regulations, 2007*.
13. The Parties may refer significant compliance issues that cannot be resolved by the Governance Committee for Dispute Resolution in accordance with paragraph 10 of the Agreement.

3. Exemption: Imminent Threats

14. Despite these provisions on joint compliance, if a SON Commercial Fisher is engaged in an activity that MNR believes poses an imminent threat to human health and safety, or an imminent threat to the sustainability of the resource, MNR may, immediately take action that MNR considers necessary to mitigate the threat and shall immediately inform SON of that action, but will otherwise follow the process as set out above.

15. Despite these provisions on joint compliance, if SON believes that the activities by a person who is not a SON Commercial Fisher will damage SON property or pose an imminent risk to the health and safety of SON Commercial fishers or the SON fishery SON may, in addition to any provision of this Agreement, take appropriate legal action, but will otherwise follow the process as set out above.

Schedule F – Working Group Terms of Reference

1. Capacity and Economic Development Working Group
2. Expert Facilitation Regarding TAC Determination Working Group
3. Expert Facilitation Regarding Fish Stocking Working Group

**TERMS OF REFERENCE
CAPACITY AND ECONOMIC DEVELOPMENT WORKING GROUP**

I. MANDATE AND PURPOSE

WHEREAS this Working Group (“WG”) was established by the Governance Committee on July 5, 2011 pursuant to Section II(A)(4) of the Framework Agreement to be entered into between SON and MNR.

WHEREAS the WG is to be guided by the terms of reference set out herein and develop detailed proposals and processes in a strategic and business plan through which the capacity needs of SON can be met so that SON can derive a greater economic benefit in the resource by trying to establish a vertically integrated commercial fishery.

II. COMPOSITION OF THE WORKING GROUP ¹

The WG is combined of the following members:

OMNR	SON	MAA
David de Launay	Paul Jones	Deborah Richardson
Mark Eley	Lorne Mandawoub	Pam Wheaton
	Jake Linklater	Lars Eddy

III. TERMS OF REFERENCE

The terms of reference for the Working Group are as follows:

1. To facilitate and complete through a Request for Proposal (RFP) a community based strategic plan for the SON fishery including goals, objectives and time lines for consideration and approval by the Governance Committee.

¹ Alternates may be designated by the WG.

2. Commissioning, through a Request for Proposal (RP), a Business Plan, that will set out what is required for SON to derive greater economic benefits from the fishery including, but not limited to, the following:
 - i. The equipment requirements of SON;
 - ii. The cold storage requirements of SON including access to ice making for SON;
 - iii. Processing of fishing;
 - iv. Marketing of fish;
 - v. Distribution of fish to the market;
 - vi. Methods in which the revenues of SON fish may be enhanced;
 - vii. Employment and training;
 - viii. The costs necessary to address the capacity needs of SON in an economically viable and self-sustaining commercial fishery.
3. To identify the required government or non-governmental agencies necessary to support and implement these terms of reference.
4. To identify the required capital resources required to prepare the strategic and business plan for implementation for consideration by the Governance Committee.

IV. TIMELINES

5. The WG will develop a work plan pursuant to these terms of reference by the end of July, 2011 for consideration by the Governance Committee.
6. The WG will make best efforts to deliver the strategic and business plan by December 31, 2011.

**Terms of Reference for
Expert Facilitation Regarding TAC Determination Working Group
SON-MNR Commercial Fishing Agreement**

October 13, 2011

BE IT RESOLVED that the Governance Committee Agrees as follows:

I. PREAMBLES

WHEREAS the Saugeen Ojibway Nation (“SON”) and the Crown in Right of Ontario represented by the Ministry of Natural Resources (“MNR”) (“The Parties”) have entered into two five year agreements to provide for the regulation and management of the commercial fishing activities of SON in a collaborative framework;

AND WHEREAS on July 5, 2011, the parties entered into a Framework Agreement to assist the parties in negotiating a long term substantive commercial fishing agreement;

AND WHEREAS the Governance Committee (“GC”) has established a working group to make recommendations for a process for the determination of total allowable catch (“TAC”) for the SON commercial fishery for consideration by the GC in accordance with Section D2(c) of the Framework Agreement;

AND WHEREAS the Parties wish to take a mutually respectful and collaborative approach to decision-making about TAC for the SON commercial fishery and that on October 13, 2011 the GC set the 2011 SON TAC and the timelines for these terms of reference as set out in Schedule “A”;

AND WHEREAS the Parties wish to engage in facilitated technical discussions to assist them to resolve issues relating to the appropriate application of scientific methods in support of the determination of TAC for the SON commercial fishery;

AND WHEREAS the Parties currently disagree as to, among other things, the appropriate way to address uncertainties about fish population discrimination, population modelling, and risk assessment methodology as they relate to the determination of TAC for the SON commercial fishery.

II. DIRECTION AND OBJECTIVES

1. Upon appointment and retainer of the Facilitator, SON and MNR shall forward briefing packages to the facilitator and to each other within 3 weeks of the date of the facilitator's appointment, and no later than December 15, 2011 as set out in Schedule "A";
2. The TAC working group shall meet as soon as practicable pursuant to the directions given under these Terms of Reference after the exchange of documents set out above and review by the facilitator;
3. The TAC working group will:
 - a. Meet, with the assistance of the facilitator, as set out below, to make recommendations for a process for the determination of TAC for the SON commercial fishery, including identifying areas of consensus and disagreement on the process by which TAC can be set for the SON commercial fishery, for consideration by the GC that may be included in a long term substantive commercial fishery including recommended work plans, time lines, and the resource requirements for any contemplated or recommended processes;

III. FACILITATED PROCESS – SPECIFIC TERMS OF REFERENCE

4. SON and MNR have agreed to engage an independent expert (the "expert facilitator") in accordance with the following terms of reference:
 - (i) The Parties shall jointly select the expert facilitator based on, a) his or her expertise in the area of natural resource management and neutral facilitation, and b) his or her independence from the Parties and neutrality with respect to the Parties' positions on the issues;
 - (ii) The expert facilitator shall convene and chair up to four days of meetings, which may be held by telephone or video conference, between the Parties to address concerns about the appropriate application of scientific methods used by both parties in making sound and informed determinations of TAC for the SON commercial fishery;
 - (iii) The meetings chaired by the expert facilitator and all communications relating to those meetings shall be confidential and, as provided in paragraph 7 below, without prejudice to the

Parties' legal rights and in accordance with the Framework Agreement signed by the Parties;

(iv) SON and MNR shall each send no more than three technical experts to participate in the facilitated meetings who shall make a serious effort in good faith to expeditiously identify the gaps between their positions on TAC issues, and to explore whether consensus is possible as to acceptable means of bridging those gaps to support informed and effective collaboration between them. MNR may send one observer to any facilitated sessions as may the Saugeen Ojibway First Nation and the Chippewas of Nawash First Unceded First;

(v) The expert facilitator shall perform the following roles and tasks in relation to paragraph 2 above:

a) review in advance of any facilitated meeting, the briefing packages forwarded by the parties as set out in Section II(1), above;

b) prepare, in advance of any facilitated sessions, a draft agenda designed to assist the participants to identify clearly their views on each of the issues, any consensus between the parties and to address any identified differences in their views constructively and collaboratively;

c) chair the facilitated meetings with a view to assisting the participants to reach consensus on all issues where possible, and to identify clearly any remaining significant differences between the participants' views on issues; and

d) to provide a written report to the Parties (of up to three pages single-spaced on each issue) within two weeks of the final facilitated meeting, that:

i) identifies areas of consensus between the participants on the issues;

ii) Identifies significant differences in the participants' final views on the issues;

iii) where significant differences remain between the participants' views on the issues, to provide the expert facilitator's own non-binding views on the need for, and the nature and scope of any further action that would be required to help reach consensus on a particular issue; and

5. If the facilitated meeting(s) do not result in consensus on an appropriate science-based approach, to assist the expert facilitator in making his or her report each Party shall provide the facilitator, within one week after the facilitation, with a submission of up to three single-spaced pages, setting out its views on how each of the issues should be resolved in order to permit sound, collaborative decision-making by the Parties.

6. Subject to paragraph (a), the Parties agree that, unless they subsequently agree in writing otherwise, neither the facilitator's report referred to in paragraph 3(4)(d), nor any other information exchanged or communication made in the course of the facilitation may be tendered as evidence in any court or quasi-judicial proceeding or otherwise used outside of the negotiation process;

(a) Information that is already publicly available, or that has been created exclusively by one Party independent of the facilitation and the negotiations between the Parties, may be used by that Party in any forum or proceeding.

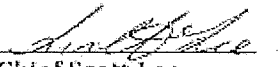
7. The expert facilitator will not voluntarily disclose to anyone other than the Parties, anything said or done during the facilitation, nor any documents submitted during or for the facilitation including the facilitator's report referred to in paragraph 5(ii), without the written consent of both Parties. The expert facilitator shall not be called as a witness by any Party in any proceeding.

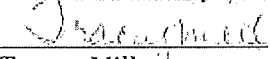
8. The fees and reasonable expenses of the expert facilitator shall be paid by MNR, which will engage the facilitator as an independent contractor on terms consistent with these Terms of Reference.

9. The parties agree that time is of the essence in meeting the objectives and directions of these terms of reference.

DATED AT TORONTO THIS THE 13TH DAY OF OCTOBER, 2011


Chief Randall Khages
Saugeen Ojibway First Nation


Chief Scott Lee
Chippewas of Nawash Unceded First Nation


Tracey Mill
Assistant Deputy Minister
Ministry of Natural Resources

"SCHEDULE A"

I. 2011 SON TAC AS AGREED BY OMNR/SON GOVERNANCE COMMITTEE

<u>Area</u>	<u>TAC for Whitefish</u>
Georgian Bay West	36,722 Round Kilograms
Georgian Bay South	65,000 Round Kilograms
Main Basin East	292,287 Round Kilograms

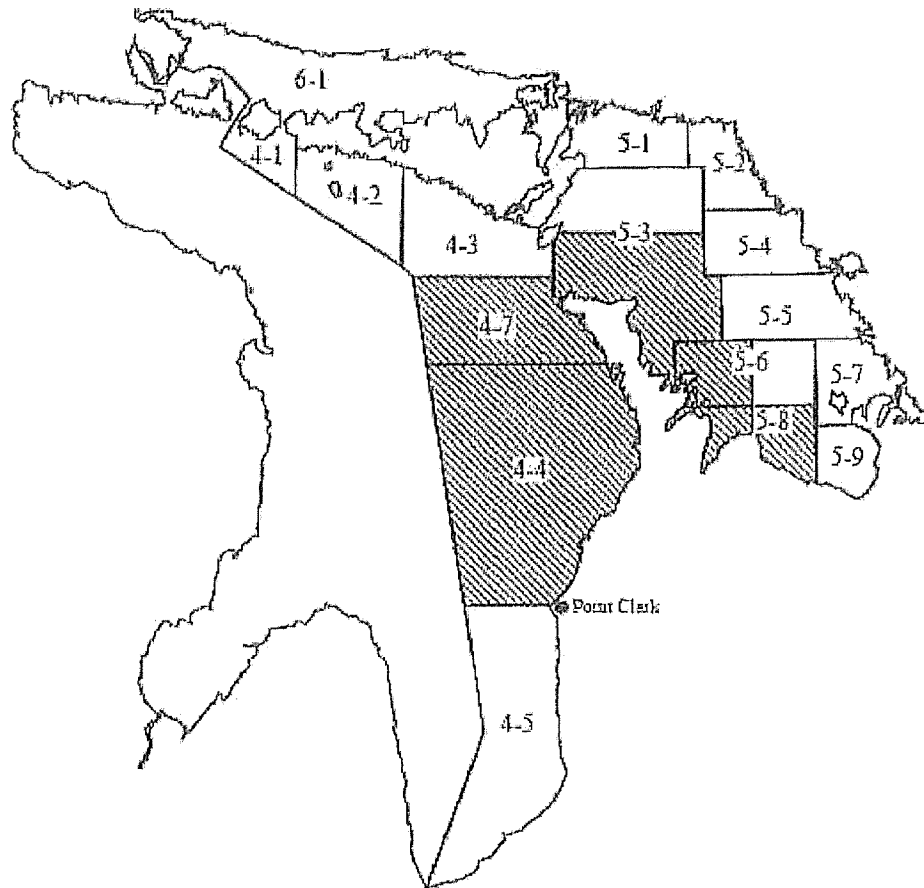
The areas are those set out in the map as attached in Schedule "B".


II. TIMELINES FOR FACILITATED TAC DETERMINATION WORKING GROUP

The TAC working group shall exchange information between themselves and the facilitator pursuant to these terms of reference no later than December 15, 2011.

The TAC working group shall comply with these terms of reference and deliver its recommendations contemplated herein no later than January 31, 2012 for consideration by the GC.

Schedule ^BA - Map 1



 Waters available to Saugeen Ojibway fishers subject to paragraph 9 and the other terms of this Agreement

**Terms of Reference for Expert Facilitation
Regarding Fish Stocking Working Group SON-MNR
Commercial Fishing Agreement**

BE IT RESOLVED that the Governance Committee Agrees as follows:

I. PREAMBLES

WHEREAS the Saugeen Ojibway Nation ("SON") and the Crown in Right of Ontario represented by the Ministry of Natural Resources ("MNR") ("The Parties") have entered into two five year agreements to provide for the regulation and management of the commercial fishing activities of SON in a collaborative framework;

AND WHEREAS on July 5, 2011, the parties entered into a Framework Agreement to assist the parties in negotiating a long term substantive commercial fishing agreement;

AND WHEREAS SON has expressed concerns about the implementation, objectives and effects, if any, of Fish Stocking in Lake Huron and Georgian Bay on SON's commercial fishery;

AND WHEREAS the Governance Committee ("GC") has established a working group to engage in facilitated technical discussions to assist them to a) identify areas of outstanding ecological concern, if any, relating to the objectives, implementation and effects of Lake Huron fish stocking programs, and b) provide recommendations for processes by which these areas of outstanding ecological concern could be effectively addressed for consideration by the GC; and

AND WHEREAS these Terms of Reference will assist the parties in addressing, based on the principles of mutual trust and respect, any disagreements in respect of fish stocking in the waters of Lake Huron in a substantive commercial fishing agreement.

II. DIRECTION AND OBJECTIVES

1. Upon appointment and retainer of the Facilitator, SON and MNR shall forward briefing packages to the facilitator as directed and agreed to by the Governance Committee;
2. The Fish Stocking working group shall meet as soon as practicable pursuant to the directions given under these Terms of Reference after the exchange of documents set out above and review by the facilitator

The Fish Stocking working group will, with the assistance of the Facilitator, as set-out below:

- Review the available information in relation to objectives, implementation and effects of Lake Huron fish stocking programs;
- Identify areas of outstanding ecological concern, if any relating to the objectives, implementation and effects of Lake Huron fish stocking programs;
- Recommend the appropriate application of scientific methods by which these areas of outstanding ecological concern could be effectively addressed for consideration by the Governance Committee; and
- Address any other issues raised by the parties during the facilitated discussions consistent with the Framework Agreement.

III. FACILITATED PROCESS – SPECIFIC TERMS OF REFERENCE

3. SON and MNR have agreed to engage an independent expert (the "expert facilitator") in accordance with the following terms of reference:

(i) The Parties shall jointly select the expert facilitator based on, a) his or her expertise in the area of natural resource management and neutral facilitation, and b) his or her independence from the Parties and neutrality with respect to the Parties' positions on the issues;

(ii) The expert facilitator shall convene and chair up to a maximum of four days of meetings, which may be held by telephone or video conference, between the Parties to address the items outlined in section 3;

(iii) The meetings chaired by the expert facilitator and all communications relating to those meetings shall be confidential and, as provided in paragraph 7 below, without prejudice to the Parties' legal rights and in accordance with the Framework Agreement signed by the Parties;

(iv) SON and MNR shall each send no more than three technical experts to participate in the facilitated meetings who shall make a serious effort in good faith to expeditiously identify the gaps between their positions on fish stocking issues, and to explore whether consensus is possible as to acceptable means of bridging those gaps to support informed and effective collaboration between them. MNR may send one observer to any facilitated sessions as may the Saugeen First Nation and the Chippewas of Nawash First Unceded First;

(v) The expert facilitator shall perform the following roles and task in relation to paragraph 2 above:

a) review in advance of any facilitated meeting, the briefing packages forwarded by the parties as set out in Section II(1), above;

b) prepare; in advance of any facilitated sessions, a draft agenda designed to assist the participants to identify clearly their views on each of the issues, any consensus between the parties and to address any identified differences in their views constructively and collaboratively;

c) chair the facilitated meetings with a view to assisting the participants to reach consensus on all issues where possible, and to identify clearly any remaining significant differences between the participants' views on issues; and

d) to provide a written report to the Parties (of up to three pages single-spaced on each issue) within two weeks of the final facilitated meeting, that:

i) identifies areas of consensus between the participants on the issues;

ii) identifies significant differences in the participants' final views on the issues;

iii) where significant differences remain between the participants' views on the issues, to provide the expert facilitator's own non-binding views on the need for, and the nature and scope of any further action that would be required to help reach consensus on a particular issue, if any;

5. If the facilitated meeting(s) do not result in consensus on an appropriate science-based approach, to assist the expert facilitator in making his or her report each Party shall provide the facilitator, within one week after the facilitation, with a submission of up to three single-spaced pages, setting out its views on how each of the issues in or related to section 3 could be resolved for consideration by the Governance Committee as to how to effectively address areas of outstanding ecological concern as part of any substantive commercial fishing agreement.

6. Subject to section 4(v)(a), the Parties agree that, unless they subsequently agree in writing otherwise, neither the facilitator's report referred to in section 4(d), nor any other information exchanged or communication made in the course of the facilitation may be tendered as evidence in any court or quasi-judicial proceeding or otherwise used outside of the negotiation process;

(a) Information that is already publicly available, or that has been created exclusively by one Party, independent of or for the purpose of facilitation and the negotiations between the Parties, may be used by that Party in any forum or proceeding

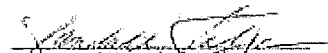
7. The expert facilitator will not voluntarily disclose to anyone other than the Parties, anything said or done during the facilitation, nor any documents submitted during or for the facilitation including the facilitator's report referred to in section 4(d), without the written consent of both Parties. The expert facilitator shall not be called as a witness by any Party in any proceeding.


8. The fees and reasonable expenses of the expert facilitator shall be paid by MNR, which will engage the facilitator as an independent contractor on terms consistent with these Terms of Reference. SON's participation on the Working Group will be expensed as part of the negotiation support funding provided by OMNR.

9. The parties agree that time is of the essence in meeting the objectives and directions of these terms of reference.

10. As minuted in the Governance Committee meeting of November 15, 2011, the total budget for the stocking working group is \$8,300 of which \$5000 is for expert facilitation.

DATED AT OWEN SOUND THIS THE 24th DAY OF APRIL, 2012


Chief Randall Kahjee
Saugeen Ojibway First Nation


Tracey Mill
Assistant Deputy Minister
Ministry of Natural Resources

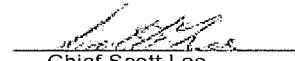

Chief Scott Lee
Chippewas of Nawash Unceded First Nation

EXHIBIT “F”

This is Exhibit F.1 referred to in the affidavit of Donald Keeshig sworn before me, this 15th day of August 2003.

[Signature]

Court File No. 2003-05-03-0001 DECLARING AFFIDAVITS

ONTARIO
SUPERIOR COURT OF JUSTICE

5 B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

10 THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE CORPORATION OF
THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SAUGEEN SHORES and THE
CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

15 Defendants

20 This is the Cross-Examination of DONALD KEESHIG, on
his affidavit herein, taken before Lynn Zinn, Certified Court
Reporter, at the Band Council Chambers, Cape Croker, Ontario,
on the 5th day of December, 2002.

25 APPEARANCES:

H.W.R. Townshend, Esq. for the Plaintiffs
G.N. Penner, Esq. for the Defendant, Attorney General
P. Lemmond, Esq. for the Defendant, The Queen

Also sitting in:

30 Ms. K. Mann (Researcher for Saugeen Ojibway First Nation)
Ms. R. Thomas (videographer)

explained it. Okay.

BY THE REPORTER: Was that an answer?

THE DEPONENT: Because -

5
220. MR. LEMMOND: Q. Yes, sorry, Mr. Keeshig, I have to be aware of this also, we have to make sure that we verbalize our responses for the record, so -

A. Yeah.

10
221. Q. - it'll be caught on the transcript, yes or no. So is that a yes, that -

A. Would you repeat that again?

15
222. Q. So you disagree with the proposition that your people weren't here to 200, 300 years ago, at least, in part, on the basis of having looked at this book and having it explained to you by Clair Anderson. Is that correct?

A. Mm..hm..

223. Q. Okay.

A. There's more to - There's more to it than what Peter knows about us here, yeah.

20
224. Q. Okay. Now I'm just going to move along a little bit here.

A. Is it proper for me to add a little more on some of these things?

25
MR. TOWNSHEND: If you think you need to add more to fully answer the question, please do so.

THE DEPONENT: Yes, I -

225. MR. LEMMOND: Q. Yes.

30
A. Our graveyards, like I'm speculating, but I won't be wrong too - I won't be too far wrong. Our

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graveyards are - since Cape has been moved from Owen Sound to here, to establish the Reserve here, the graveyards wouldn't be any older than what the Reserve is, but since I retired from work I have found graves that are ancient. And that's before the Reserve really was established here. I have asked - more or less I suggested to the Council and Chief here that they should find out how old them - them graves are because I know they're very old, very old. That would tell us - that could help us tell how old - how long people have been in this area, the Bruce Peninsula.

10
226. Q. Mr. Keeshig, have you - have you told anyone else about these graves? For example, archaeologists -

15
A. Yes.

227. Q. - and universities and -

A. They have - I forget his name - Dave, can you help me on this?

20
DAVE: I think it's Bill Fitzgerald. Bill Fitzgerald.

MR. JONES: Fitzgerald, yes, I took him up there.

228. MR. LEMMOND: Q. And has there been any archaeological work done on -

25
A. No.

229. Q. - the graves?

A. No.

230. Q. Okay. I'm just going to -

A. But I was involved with the one that he had - he had checked out across the Bay from here, the

30

in Colpoy's Bay is known as a government dock, and the one in Howdenvale is government, or was.

5 490. Q. Are there private docks on the Reserve? People build their own docks?

A. You know, just walk-on, like -

491. Q. Small docks?

A. Small, for your - you know, it's like - Yeah. But they think those are built any place.

10 492. Q. So as far as you know though, off the Reserve the only docks are government docks?

A. That, I don't know. Since this fishing dispute was on, I - I've been asked, I've been challenged and I'm - There was - could have been rough times in hotels and all that when the things like that have come up. The easiest way for me to get out of it is, 'I'm not a fisherman; don't ask me these questions'.

15 MR. PENNER: Those are all my questions. Thank you. Mr. Townshend may have a question for you.

20 MR. TOWNSHEND: We'll just go off for a minute.

(OFF THE RECORD DISCUSSION)

(RESUMED)

25 RE-DIRECT BY MR. TOWNSHEND:

30 493. Q. Mr. Keeshig, when Mr. Lemmond was asking you about the tunnel story, you said it wasn't the only story that linked to ancient times. Is there -

Are there more stories you'd like to tell us about that?

5

A. Not ancient ones, not that I know of. Well there is, but I don't know if that corresponds with that. Like, when you start talking about the Escarpment that's going towards Tobermory, eh, there's caves where my people used to camp - go in and camp.

494.

Q. Okay.

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A. And I guess my grandfathers' names are in them caves where they would stop and rest because they must always travel by boat around the Great Lakes. Well, in fact, I know; my grandmother told me that they -they travelled the Great Lakes on big sailboats. As I say again, I'll probably get home and remember, 'Oh, heck, I should have told them this one and all that', eh, but actually I don't know any - any fantastic stories. That's about the biggest one I know, is that - that tunnel.

15

495.

Q. Okay.

20

A. And it's just like when you open your mouth, you get into something bigger, eh. That's the funny thing about that tunnel, like that was just a story until I seen - I seen that they call it a pop-up where the land met like this and they build that tunnel and you could see it winding its way to Tobermory. And recently, I meet people from Tobermory. We - They don't know me - They know me now, since I named a boat up there and then this tunnel now and told me the stories about the islands up that run across to Tober - to Manitoulin Island

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where there's kind of - a few had called it the markers, monuments that the native people put up years ago. So they travelled. They travelled all through there, eh, and used them islands. They even made channels on one island, I think it's nickname for that island is Horse Island. Fitz Jimmer Island I believe is on the map - Fitz - Fitz Jiverman, I think is the name of that island. Does anybody know that island? It starts with a "Z", Zimmerman - Zimmerman Island. But the elders called it the Horse Island.

496. Q. Okay.

A. And there's a channel. They was telling me that my grand - his grandfather told him that was built there by Indians years ago.

497. Q. Good.

A. Probably by hand. That's - They used the island, if it's storming on that side they'd go across there safely, eh, back and forth; fish on that side or fish on that side, whichever the quiet water was. Other than that, I don't know too much about - As I say, I - All I think I should have told is fine. I just wonder if anybody tried to go in that tunnel now how far they'd get. It's - It's quite a site when you look at it through them pictures. But when you say that, 10,000 years ago that's what it looked like. Now it'd be pretty well soaked up by water now, wouldn't it. Maybe. We should try it sometime. So what - what else have you got there?

MR. TOWNSHEND: I have no further questions.
So thank you very much for coming here and -
and spending so much time with us.

MR. KEESHIG: Yeah, it's -

- - - - -

THIS IS TO CERTIFY that the
foregoing is a true and accurate
transcription from the record
made by sound recording apparatus,
to the best of my skill and ability.

Bonnie Van Geene

Bonnie Van Geene, C.C.R., Transcriber
Certified Court Reporter.

LEGAL REPORTING SERVICES

* * *

Photostatic copies of this transcript are
not certified and have not been paid unless
they bear the original signature of Bonnie
vanGeene, and accordingly are in direct
violation of Ontario Regulations 587/91,
Courts of Justice Act, January 1, 1990.

This is Exhibit F2 referred to in the affidavit of Radell Kasper sworn before me, this 15th day of August 2003

Court File No: 94-CO-50872CM
A COMMISSIONER FOR TAKING AFFIDAVITS

ONTARIO SUPERIOR COURT OF JUSTICE



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B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION, and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE CORPORATION
OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SAUGEEN SHORES, and THE
CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Defendants

This is the Examination of DONALD PETER KEESHIG,
before trial under Rule 36, taken before Bonnie Bilawey,
Certified Court Reporter, at the Day's Inn in Owen Sound,
Ontario, on the 13th day of September, 2002.

APPEARANCES:

H. W. R. TOWNSHEND, Esq. for the Plaintiffs

ALSO SITTING IN: Ms. K. Mann (Researcher for Saugeen
Ojibway First Nations
Mr. R. Thomas (Videographer)

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48. A. At the school eventually.

Q. Now, I'd like to ask you some questions about the early history of your people. Do you have a story about a tunnel across the water?

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A. Yes. I - in fact, my story will be heard on the Discovery channel sometime, I was told, in October. I don't know how to start this one but it just - it's a story that I had heard from different people. First time I heard it, I believe it was the year of - the early part of the 60s.

49. Q. Who did you hear it from?

15
A. A cousin of my dad's. They were first cousins and he - he was alone. He come and lived next door to where I live now, and he befriended my family because I was always away working.

50. Q. What was his name?

20
A. Lawrence Keeshig. He was great company for my family when I was away. I used to be away months and weeks. And you want to hear that story that he told me?

51. Q. Yes, please.

25
A. Well it all started, the usual thing is when you have a few drinks and start telling stories, and he brought that up, that there was some sort of a tunnel up around Tobermory some place. He didn't say exactly where it was. And then he says what he had heard, he said, was a person from this side went into that tunnel to see how far it went and he went on and on; and supposingly about halfway some place there, he met a person coming from the
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other way. And he - they talked, and then they exchanged some things that they had to take back and tell the people where they come from that they had met somebody from the other side. That means, I guess, what it means is that tunnel was from Tobermory to Manitoulin Island. And then I thought when I heard it, it's just a story. And I imagine a lot of people that told that story - he wasn't the only one - I've heard it here and there from different people - and I believe they all said it's just a story. But it was this year - this year, or last year that people from Tobermory that run the - oh, what did you - underwater experiments, like taking pictures of the bottom of Georgian Bay; and I don't know how it come to be, I think it was my daughter, Lenore, that works up there that asked them to come down and show us the bottom of the Georgian Bay. And that's when some of our people told them about this tunnel. So this spring, I believe it was this spring - I believe it was May that we - Dave McLaren and I went up there to see - and they showed us more of the lake bottom. And I was in there for awhile, and then Dr. Steven - I don't know - I don't remember his last name, said "I'm so glad to see you. I have something to show you that corresponds with the story your people told about a tunnel." And he asked one of the people there that run the - run the pictures, to show me this - this mound, looks like a mound. And it goes from Tobermory to Manitoulin Island, and that's -

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they claim that's what - there was no water about 10,000 years ago. You could walk from Tobermory to Manitoulin Island. So he says "Would that be what your people are talking about?" I was - I don't know how I would say this? It amazed me to think how many years has this - how many centuries has this story been told, generation after generation. And it just - I just thought wow, is this the real thing? Now, that mound the way they explained it to me is - they call it a pop-up. And I guess the earth comes together like this and it mounds up like that. So that's as much as I know about that story, and I can't add any more to it than that.

52. Q. Thank you very much. I'd like to move to a period in time that's later than that but still quite a long time ago, and ask you to talk about relationships between different tribal groups, and especially the Pottawatomi who came from Wisconsin. When they arrived in the Bruce Peninsula, how - how were they accepted by the people here? Were there difficulties, if you could talk about that, please?

A. I don't think there was any difficulties. Now, I'm - I'm much too young to know that, but we were always told that our - some of our ancestors were Pottawatomi. That's the white way of saying that. We could say they're more - more for Indian purposes, we say boodwewniniwak, and that's the people that look after fire, or the fire people. And as far as I know, they intermixed Ojibway and Boddawatmi(sic) when they got to Owen Sound. That's

This is Exhibit F.3..... referred to in the affidavit of Bonnie vanGeene sworn before me, this 15th day of August 2002

Court File No. 94-CQ-50872CM
A COMMISSIONER FOR TAKING AFFIDAVITS

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N :

5

THE CHIPPEWAS OF SAUGEEN FIRST NATION and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE CORPORATION OF
THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE CORPORATION
OF THE TOWN OF SOUTH BRUCE PENINSULA, THE CORPORATION OF THE
TOWN OF SAUGEEN SHORES, and THE CORPORATION OF THE TOWNSHIP OF
GEORGIAN BLUFFS

10

Defendants

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- - - - -

This is the Cross-Examination of EDWARD LOUIS
JOHNSTON, on his affidavit herein, taken before Bonnie
vanGeene, Certified Court Reporter, at The Day's Inn, in Owen
Sound, Ontario, on the 5th day of November, 2002.

20

- - - - -

APPEARANCES:

H. W. R. TOWNSHEND, Esq. for the Plaintiffs

25

G. N. PENNER, Esq. for the Defendant, Attorney General

P. LEMMOND, Esq. for the Defendant, The Queen

Also sitting in:

Ms. K. Mann (Researcher for Saugeen Ojibway First Nation
Mr. R. Thomas (videographer)

30

believe that that might be the family affiliation?

A. No, I don't. I have - I have no idea.

5 16.

Q. Thank you, Mr. Johnston. And as I understand it, you've identified Marten on the basis of a connection through your mother's father?

A. That's right.

17.

10

Q. And do you know if it's typical, in either Pottawatomi or Ojibway society, to have your clan identified on the basis of your mother's line?

A. No, I don't. It followed the male.

18.

15

Q. Thank you, Mr. Johnston. I'm going to turn from some general background to some more specific historical events. Now firstly, do you know at what point in time Pottawatomi may have arrived in this area?

A. No, I have no idea but I should imagine it was well before 1812.

19.

Q. And on what basis would you imagine that it was before 1812?

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A. Because I've read of a person named Nowokwit and when I was speaking to you and giving evidence in September I had crossed over two names and Nowokwit was the brother of my great-great grandmother and was living here in Ontario.

20.

25

Q. And you indicated that you read him. What did you specifically read?

A. I read Walter Johnston's account of - of the family - family line.

21.

Q. And -

A. It's - That's the last one I've seen.

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chief for a number of years. That is, your grandfather was a chief?

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A. Both.

149. Q. They were both -

A. Both chief for a number of years.

150. Q. I think you mentioned today also that you were a councillor yourself?

10

A. At one time, yes, I was.

151. Q. Do you remember when that was?

A. Oh, no, possibly '85 and '86, I'm not really sure what - what year it was.

152. Q. So it was a year or two that you were a councillor?

15

A. Yes. Two years, I believe.

153. Q. Now you were also asked a question back in September whether you recalled your grandfather speaking of hunting and fishing farther afield from the Reserve and you answered, "Yes, quite often".

A. Yes.

20

154. Q. And you specifically referred to an area known as Halfway Rock and this is the northern Reserve, the hunting reserve up there which was around Willow Creek.

A. Yes.

25

155. Q. Can you describe more specifically where that is in relation to the Reserve or in relation to the Bruce Peninsula itself?

A. It's on the - as you're travelling up the Peninsula, in that area I'm not sure whether it would be - would be to the northeast of Highway 6

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5 and Willow Creek is - runs across the highway there and I believe that the Reserve is two and a half miles square, two and a half miles by two and a half miles, and it was reserved to both the Saugeen, Chippewas of Saugeen and Chippewas of Nawash.

156. Q. So is this in the northern part of the Peninsula?

10 A. Yes, it's in the northern part of the Peninsula. Now -

157. Q. Near the tip?

A. Lindsay - Lindsay Township? I'm not sure what the - what township it is up there, Lindsay, I believe.

15 158. Q. But towards the northern tip of the Peninsula?

A. Yes.

159. Q. And then you said that they would camp at various places along the shores?

A. That's right.

20 160. Q. Why would they camp at various places as opposed to the same place, for example?

A. Well it'd depend on where we were hunting. We often camped on - on Lake Emmett and we often camped on Lake George and we often camped down around Halfway Rock.

25 161. Q. What would determine where you would camp?

A. Wherever the people wanted to hunt was primarily - that was primarily the way you would determine where they were going to camp.

30

5
162. Q. So you're specifically talking about hunting now so you'd be more -

A. Well that's -

163. Q. - in -

A. - primarily what we were doing was - was hunting in that area.

10
164. Q. I think you mentioned hunting and fishing.

A. Yes, hunting and fishing. We often fished there.

165. Q. These are the internal lakes?

A. The internal lakes and out on the - on lake - or Georgian Bay, I guess, would be up in that area.

15
166. Q. So it'd be a matter of convenience then where you would camp?

A. More or less, yes.

20
167. Q. Now we know that you've been interviewed before about some of the history of the Ojibway people-

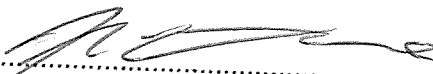
A. Yes.

25
168. Q. - in this area, and 1998 has been specifically referred to, and other occasions. Can you recall specifically the other occasions when you've been interviewed about history?

A. Other being asked to go down to speak to some of the schools. I was down to Mildmay last - two weeks ago to speak to the children in the school.

30
169. Q. Who asked you to participate in that?

This is Exhibit F.4 referred to in the affidavit of Radall Kasser sworn before me, this 15th day of August 2013



COMMISSIONER OF TAKING AFFIDAVITS

Court File No. 94-CO-30872-01

ONTARIO
SUPERIOR COURT OF JUSTICE

5
B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION, and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

10
15
THE ATTORNEY GENERAL OF CANADA,
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE
CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA,
THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA,
THE CORPORATION OF THE TOWN OF SAUGEEN SHORES, and
THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Defendants

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This is the Cross-Examination of FRANK SHAWBEDEES under Rule 36, pursuant to the Rules of Civil Procedure, on behalf of the Plaintiffs herein, taken before Lynn Zinn, Certified Court Reporter, at the Day's Inn, in Owen Sound, Ontario, on the 4th day of December, 2002.

APPEARANCES:

25
H. W. R. Townshend, Esq., for the Plaintiffs
G. N. Penner, Esq., for Defendant, Attorney General
P. Lemmond, Esq., for the Defendant, The Queen

Also sitting in:

Ms. Katherine Mann (Researcher)
Mr. R. Thomas (videographer)

5
44. A. Our first language is Indian, Ojibway or Pottawatomi or whatever you want to call it.

Q. So your evidence is that he would have spoken the same language that you speak today and he would have been - is it your evidence -

10
45. A. I never spoke English until I was ten years old. My first language was Indian, so was my grandparents.

Q. Do you know whether the language he spoke would have been readily understood by Ojibway who were already here?

15
46. A. I didn't ask him. More than likely. I understood him. My grandfather and my grandmother understood him.

Q. So just to clarify, your evidence is that he probably spoke the same language that you spoke in -

20
47. A. He spoke. I didn't say probably, did I?

Q. He did, okay. Thank you for clarifying that, Mr. Shawbedees. Okay, I just want to ask you a couple of more generalized questions about the broad historical background. Do you know at what point in time the Ojibway may have come to this area, that is, both Saugeen and Cape Croker?

25
A. Not really sure, but I can't give you the year, but as far as - we all know they've been here in Owen Sound before the displacement by the governments.

30
48. Q. Okay. And when would that have been? Just in rough figures, if you will, if you don't

know a precise date.

5 A. Oh, probably around about the 15-1600s. Maybe earlier.

49. Q. And what is the basis for your information? From who - who might have told you that in the past and in what circumstances? Can you recall broadly?

10 A. Your government's books and my - my people telling general stories or - since we didn't have a written language at that time, and if we did have a written language we would have probably had it in books.

50. Q. Okay. Can you recall specifically who may have discussed this with you in the past?

15 A. Oh, yeah.

51. Q. And who would that be?

20 A. That was Chief James Mason, Chief Alfred Thompson, my grandfather Isaiah Shawbedees, my grandmother, my great grandfather James Williams. There were many people. Some of them were from Sarnia, some of them were from Kettle Point, from Cape Croker.

52. Q. Okay. And can you recall in what sort of circumstances you discussed this with them? Would it be, for example, in the house sitting around maybe eating a meal or whatnot?

25 A. Oh, sometimes it was what they call - what you people now call 'pow-wows' which is a gathering, sometimes there was those. Sometimes there were religious camp meetings where people met

5
A. I believe it's 1847 that Queen Victoria wrote a letter to the people in this area giving them this land.

75. Q. Okay.

A. And not to be taken away from them again. But the Crown went ahead and done it, so people don't keep their word.

10
76. Q. Okay, I should probably be more specific in my language then. Outside of the specific reserves, at what point in time to the best of your knowledge, as a matter of what your elders have told you, did - at what point in time did Ojibway arrive in the broader geographical area, so we can define it as the Peninsula or maybe even a little bit larger, Southwestern Ontario?

15
A. I told you before, and I've told you this before, that there always has been people here. There may have been Odawa, there may have been Pottawatomi, there may have been Ojibways, but they have always been here, and you -and that's when you asked me how long and I said probably in the 15-1600s, maybe further back. That's what I said. It's always been our territory.

20
77. Q. Now, Mr. Shawbedees, I'm wondering, in the stories that you've heard from your elders, have you ever heard anything discussed of wars with the Iroquois?

A. Yeah.

25
78. Q. And what is it that you were told about those wars?

5
262. Q. Okay, and if you could just remind me again, when did that take place, approximately?

A. I would almost say around 1500s thereabouts, the Three Fires Confederacy came to be. As I said, there's no calendars that I know of.

10
263. Q. Is it your understanding that in 1836 the Three Fires Confederacy was still in existence?

A. Oh, yeah.

264. Q. And in 1854?

A. Yeah, and they're still in existence today.

15
265. Q. And it still includes the Ojibway, the Pottawatomi and the Odawa?

A. Yeah, even today.

266. Q. Are some of the members of the Saugeen First Nation Odawa?

A. More than likely, but since there's a lot have been- a lot of intermarriages. Over 250 years coming now, you know, there's been a lot of intermarriages too here in Canada.

20
267. Q. So there may be some Odawa but you're not sure?

A. There has - there has to be.

25
268. Q. I see. And that would be true for Nawash too then, I suppose?

A. More than likely. I can't speak for Nawash. You'd have to talk to them.

30
269. Q. And in response to question - a question asked in September, and it was - specifically it was question 31, you said that your knowledge of the

5
And in the Peninsula area they'd be discussing the 1854, why that land was given up and we- we may have given up the inland but we never - we never included in our treaties the- the water or the bottom of the water.

363. Q. And why - why do you think that was the case, that you didn't - your people didn't give up the shores and the water?

10
A. Because their livelihood in the beginning was just on fishing too, till that was taken away.

364. Q. So that's - that's the stories or the story about the shores and the water as it relates to the treaty, but you said sometimes they might I talk about the shores and the water independently of the treaty?

A. Oh, yeah.


365. Q. So, for example, what might they have spoken about?

20
A. Oh, the river goes between this there, and now the government tells us that we only - we only have right of access to this amount of land on both sides of the high water mark of the crick, the river, the lakes, all lakes, in that- that fashion.

25
366. Q. Okay. Now in response to another question which was question 46 back in September, you said that your ancestors needed landing places on the shorelines.

A. Mm-hmm.

367. Q. So they decided to hang onto that

This is Exhibit F.5..... referred to in the affidavit of Radall Kaysee sworn before me, this 15th day of August 2003.

Court File No. 94-CO-50872CM
A COMMISSIONER FOR TAKING AFFIDAVITS



ONTARIO SUPERIOR COURT OF JUSTICE

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B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION, and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE CORPORATION
OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA, THE
CORPORATION OF THE TOWN OF SAUGEEN SHORES, and THE
CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Defendants

This is the Examination of FRANKLIN SHAWBEDEES,
before trial under Rule 36, taken before Bonnie Bilawey,
Certified Court Reporter, at the Day's Inn, in Owen Sound,
Ontario, on the 13th day of September, 2002.

APPEARANCES:

H. W. R. TOWNSHEND, Esq. for the Plaintiffs
G. N. PENNER, Esq. for the Defendant, Attorney General
and K. McNeil, Esq.
P. LEMMOND, Esq. for the Defendant, The Queen

ALSO SITTING IN: Ms. Katherine Mann (Researcher for Saugeen
Ojibway First Nations
Mr. R. Thomas (Videographer)

the water.

5 45. Q. So the concept that you've expressed is the shore is not being included in the Treaty, is that gchigabeek or gchigamiing?

10 A. Gaa wiikaa ngii bgidnaziimin iw titibew (sic) - we didn't give up the land mass or the shore. You may have to listen to the tapes over again.

15 46. Q. The thing I'm trying to get up - get at is when you say the shores weren't surrendered in English, and you're referring to a concept in Ojibway, and is there a place where you can say it started and stopped here, and this is the shore, or gchigabing or gchigamiing, or do you think of it that way?

20 A. No, we don't. The concept of feet, meters was strange to us. If you take a look at it, we had no concept of it. It's - you just set aside - you - or you kept what you felt you needed; and part of it is that they did need landing places so they decided to hang on to that property as we know it today.

25 47. Q. Now, do you recall your grandparents or great-grandparents, or parents, or yourself for that matter, fishing or hunting away from the Reserve? Where might you go?

30 A. You'd go to the river. You'd go to the Stoney - what is now known as Stoney Creek. You'd go out in the lake. And if need be, I can show you where some of the smoke houses were in Sauble Beach,

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and they were owned by mostly three or four families that did, what I guess is known today, as commercial fishing because they used these fish to smoke them, to last them through the winter, and to barter with other areas in exchange for - it may be flour. It might be sugar. It might be salt, anything like that, but they were along the shore; and they needed places to land in order to take these smoke houses. There was the Kewaquoms had a smoke house. Kewageshigs had a smoke house; and up in Chief's Point area, I believe the - well on the islands, the Thompsons had a smoke house there too.

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48. Q. How would people decide where to put these smoke houses?

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A. You - In those days, you had no ice so you had to get 'em in there as fast you could; but there were certain areas that they set aside for themselves to build these smoke houses, and that's where they tried to get to. Some of the smoke house were built temporarily along the shore. I know my grandfather used to tell me that some of the guys used to go down to what is now known as Goderich, and my grandfather used to say(speaking in his native tongue) - 'We'll have to pick up some salt to preserve the fish to bring 'em home.' It may not have been the right kind of salt but it preserved the fish.

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49. Q. Now I'd like you to tell us what you know, ask some questions about the role of the Indian agent, when there was one, and what - how

5 following summer. Some of them, we had to go
underground because there was a law made that if we
were caught doing ceremonies, if we were caught
drumming, if we were caught singing, then we would
be put in jail. As long as we sang church-orientated
songs, we were okay, but our own was against the
law. That letter was written, I believe it was in
10 1924, just shortly after the transference of Federal
autonomy to the Provincial. So a lot of people went
underground. They knew that the RCMP and the Indian
agent wasn't going to be around at night time. So
during the night, that's when they had their little
celebrations. And then after awhile, about 1940s,
15 50s, they - some of my people began to call them
camp meetings just to get around the legal aspect,
but they still sang religious songs and so on; but
that was another way to gather, to meet, not
necessarily drumming, not necessarily singing our
own songs, but just to gather and meet, relatives
20 meeting, meeting other people. And as young people,
if you thought we went there for a religious
ceremony, forget it. We were out there looking for
girls. And girls were out there looking for guys.
And that's how inter-marriage happens between
tribes, between communities.

25 61. Q. Okay, those are - we've covered the
questions I had unless there's something that we've
talked about that you have something else you'd like
to say.


30 A. I guess the only thing I have left to

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say is simply that, and I've said it earlier, that we as a people don't recognize that imaginary boundary that was put across there because we're on both sides of the Great Lakes, on all sides of the Great Lakes; and the United States does honour the Jay's Treaty, but Canada has never signed the Jay's Treaty, won't honour what the British Crown said they would do. And this was long before, I guess, Canada declared itself a Dominion, because as I understand it, they went to England and asked the Queen at the time to give them self-government, to be able to make their own decisions. And the Queen thought it was a good idea because they wouldn't have to go to The House of Lords or Parliament in England. And we would like the same thing, but one of these days that door - we keeping knocking on that door and it's going to fall down. The hinges ain't going to take it. We've been pounding on that door for 150 years or more. We may have given up some of our land but we never gave it all up. A lot of us right across the country have never given it all up, and yet laws are made for us to lose more and more. And I think it's about time that both governments gives us the respect that we deserve, if you expect some of us to respect your way of thinking. Remember - we did not know Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday. We did not know two feet, six inches, a meter in those days. We kept what our people thought they needed to survive. And the lake and the

5 fisheries are our survival. Resources, they've been depleted, but not by my people, but by other people. And we're only asking our fair share.

10 I went - I'll tell you a story. I went to Ottawa one day. There was a guy there talking about resources and how to manage them and everything else; and I'm sitting there with my feet up on the chair. I'm looking around, looking around, and the guy said "Are you listening?" I said "Yeah, I'm listening." He said "What are you looking around for?" I said "Holy mackerel, this is what my resources paid for, and I could only afford \$6.00 pair of shoes from Giant Tiger." We had no
15 resources. 150 years, 200 years. All we ask for, and all we've been asking for is fair treatment. Talk to us about changing the laws. Talk to us about changing any of your legislation. They said to change the Indian Act, they had a consultation. They never talked to me. Nobody called me. Nobody sent me
20 a questionnaire, yet I can dig into my computer and come up with how many people answered this way, native, non-native, native, non-native. It says "Native, Maitis". Where did they go? They never asked me. And that's about it for me.

This is Exhibit F6 referred to in the
affidavit of Radall Kaisee
sworn before me, this 15th
day of August 2017

Court File No. 94-CO-508.72CM
A COMMISSIONER FOR TAKING AFFIDAVITS



ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF BRUCE, THE CORPORATION OF
THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE CORPORATION
OF THE TOWN OF SOUTH BRUCE PENINSULA, THE CORPORATION OF THE
TOWN OF SAUGEEN SHORES, and THE CORPORATION OF THE TOWNSHIP OF
GEORGIAN BLUFFS

Defendants

This is the Cross-Examination of FREDERICK JONES, on
his affidavit herein, taken before Bonnie vanGeene, Certified
Court Reporter, at The Day's Inn, in Owen Sound, Ontario, on
the 5th day of November, 2002.

APPEARANCES:

H. W. R. TOWNSHEND, Esq. for the Plaintiffs


G. N. PENNER, Esq. for the Defendant, Attorney General

P. LEMMOND, Esq. for the Defendant, The Queen

Also sitting in:

Ms. K. Mann (Researcher for Saugeen Ojibway First Nation
Mr. R. Thomas (videographer)

This is Exhibit F7 referred to in the affidavit of Radall Kabee sworn before me, this 15th day of August 2013



Court File No. CA15010-13-000720M AFFIDAVITS

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA, HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO, THE CORPORATION OF THE COUNTY OF GREY,
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THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA, THE CORPORATION
OF THE TOWN OF SOUTH BRUCE PENINSULA, THE CORPORATION OF THE
TOWN OF SAUGEEN SHORES, and THE CORPORATION OF THE TOWNSHIP OF
GEORGIAN BLUFFS

Defendants

This is the Cross-Examination of JOHN NADJIWON, on his affidavit herein, taken before Bonnie vanGeene, Certified Court Reporter, at The Day's Inn, in Owen Sound, Ontario, on the 5th day of November, 2002.

APPEARANCES:

H. W. R. TOWNSHEND, Esq. for the Plaintiffs
G. N. PENNER, Esq. for the Defendant, Attorney General
P. LEMMOND, Esq. for the Defendant, The Queen

Also sitting in:

Ms. K. Mann (Researcher for Saugeen Ojibway First Nation
Mr. R. Thomas (videographer)

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442. Q. - the name Van Deusen came up quite a bit too.

A. Yeah, well now whether Van Deusen, whether he had any part of that or - far as I can recollect, he was just more or less a messenger as far as what they were saying.

10
443. Q. In response to another question from Mr. Townshend back in September you said that in the early part of the 1900s your people would fish right up close to the Peninsula and fished off what was the National Park now but what at the time was Halfway Rock.

A. That's right.

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444. Q. Can you tell me who told you that story?

A. Yeah, Rasime Akiwenzie, my father-in-law-

445. Q. I see.

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A. - told me that. Even my dad told me about how they used to fish on - all the way up - even on the west - west side and the east side of the whole Peninsula. Even like in Halfway - Halfway Rock, there's caves there at Halfway Rock, what they call the Degrotto, but in those caves the - the people who fished wrote their names on the walls, their glyphs were written in the walls, their names were in the walls and I witnessed - I've seen those names. The Keeshigs was one. Like my Uncle Bob, where it was - his names are in there and Alex Johnston, his name was written in there. They fished all the way up the - up the Peninsula.

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A. Ojibway.

44. Q. And when did you learn English?

A. When I went to school.

45. Q. Now I'd like to take you to what you've been told or know about some of the early history of your - your people. You mentioned some of your ancestors coming from Wisconsin. What have you been told about them coming? Were they accepted? Were there problems when they came? Can you tell us about that, please?


A. Well they weren't - we were - they were accepted openly because at that particular time when they came and this was back in the native wars in this particular area from Red Bay down to Collingwood. They- we belonged to the - what is known as the Nations of the Three Fires: the Pottawatomi, the Odawa and the Ojibway. This is when the wars - the native wars in that particular area was occurring between the - the Mohawk and the Iroquois.

46. Q. Do you have a rough approximation of the time or in whose generation that would be?

A. That would be in about the early 1700s, late 16, 1700s.

47. Q. Can you explain the relation - you mentioned Three Fires, can you explain how the - the Pottawatomi, the Odawa and the Ojibway viewed each other in that context?

A. Well we viewed each other as allies because basically we spoke all the same language, so

This is Exhibit ... F.9 ... referred to in the affidavit of Radell Kalses sworn before me, this 15th day of August 2013.

Court File No. 94-GO-508.72CM
A COMMISSIONER FOR TAKING AFFIDAVITS

ONTARIO
SUPERIOR COURT OF JUSTICE

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B E T W E E N :

THE CHIPPEWAS OF SAUGEEN FIRST NATION, and
THE CHIPPEWAS OF NAWASH FIRST NATION

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA,
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
THE CORPORATION OF THE COUNTY OF GREY
THE CORPORATION OF THE COUNTY OF BRUCE,
THE CORPORATION OF THE MUNICIPALITY OF NORTHERN
BRUCE PENINSULA, THE CORPORATION OF THE TOWN OF
SAUGEEN SHORES, and THE CORPORATION OF THE TOWN OF
GEORGIAN BLUFFS

Defendants

- - - - -

This is the Examination before Trial of ROSS JOHNSTON, under Rule 36, on behalf of the plaintiffs herein, taken before Lynn Zinn, Certified Court Reporter, and video-taped by Mr. R. Thomas, Videographer, at DAYS INN, Owen Sound, Ontario, on the 12th day of September, 2002.

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APPEARANCES:

R. Townshend, Esq., for the Plaintiffs
G. Penner, Esq., for the Defendant, Attorney General
P. Lemmond, Esq., for the Defendant, The Queen

5 or between Tobermory and Cabot's Head, they would go by sailboat and they'd land, I think it was called Pedwell's Landing, and they would walk from there into the Reserve for their hunting, but there was no fishing done up that way.

63. Q. Where would they stay when they were going up that way?

10 A. They would - if they got caught before dark, they would go ashore and wherever they happened to be and I guess they'd camp there wherever - wherever they happened to be.

64. Q. Now when would this be that we're speaking of now?

15 A. Before the automobile. This would be the late 1800s, I guess, in that area.

65. Q. And who did you hear about this from?

A. From my grandfather and my uncles.

66. Q. Can you talk about how your grandfather or your uncles thought about the shores?

20 A. How they thought about the shores?

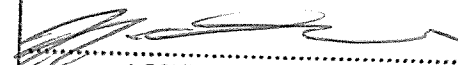
67. Q. What they thought about the shores? What they meant to them?

25 A. Well, I think they were aware of a thing that was called 'marine allowance.' However, I'm not too sure just whether or not that was what allowed them to stop and camp along the way. I suspect that's what it was though. This marine allowance is, I think, for all navigation to observe.

30 68. Q. I believe that covers the questions I

EXHIBIT “G”

This is Exhibit 9 referred to in the affidavit of Randall Karssee sworn before me, this 15th day of August 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

AFFIDAVIT OF PAUL JONES

I, Paul Jones, of the Saugeen Ojibway Nation, **MAKE OATH AND SAY:**

1. I am a member of the Saugeen Ojibway Nation, which is comprised of the Chippewas of Nawash Unceded First Nation and the Saugeen First Nation, known collectively as “the SON” or “SON”.
2. This affidavit sets out, for the Joint Review Panel (“the Panel”), the history of our people regarding our fishery including: our connection to it; our historic exclusion from it; its reclamation; and our efforts to preserve and protect, for current and future generations, both our fishery and the lands and waters upon which it depends.

3. The words of my father Fred Jones, a SON Elder who served in World War II, explain our connection to the lands and waters:¹

My elders told me that our land is sacred to all the Ojibway. Aishinaabek surround the Great Lakes. I heard stories of how the Ojibway used to have their sacred ceremonies on the Bruce Peninsula. When they had their sacred ceremonies they could hear the heartbeat of the earth – the wave at Lake Huron against the Bruce Peninsula.

4. This affidavit starts with a simple premise: our people have, since the arrival of the European, been under constant threat and encroachment. Our rights, and our connection to the lands and waters, have been ignored to the detriment of our people and our culture. We have been confronted with racism and violence because of our connection to the lands and waters.
5. Fishing is engrained in who we are as a people; it is integral to our culture and our belief systems. Because of its central place to SON, we have fought at every turn to protect the lands and waters that support our fishery. And we have had to fight against many threats. We fought against the encroachment of white settlers, who displaced our people to the detriment of our lands, our waters and who we are as a people. When the land was needed for agriculture by non-SON communities, our people were displaced. When our lands and waters were encroached upon by settlers, we were told that, despite the promises made by Canada, it was unable to intervene. When we protested our exclusion from the fishery, Canada and Ontario ignored us.

¹ Personal Correspondence with Fred Jones, as cited in “Under Siege: How the People of the Chippewas of Nawash Unceded first Nation Asserted Their Rights and Claims and Dealt with the Backlash” Submissions to the Ipperwash Inquiry (December 2005) at p. 8. [“Ipperwash Submissions”] [Exhibit “A” of this Affidavit].

When we were successful in reclaiming our rights in 1993 in the landmark decision of *R. v. Jones and Nadjiwon*, we faced a backlash of racism and violence.

6. In many respects, and despite many actions of the government, including legislated exclusion of SON from our Traditional waters, which has eroded our commercial fishery over decades, we have persisted. We have fought for our rights. We have made huge efforts to protect the resource and, over the last two decades, we have successfully negotiated three successive fishing agreements with the Ontario government to protect and preserve our fishery, and to provide for a mechanism for the implementation and exercise of our rights.² We have also negotiated three other, separate agreements, which speak to and are designed to protect our rights. I discuss those agreements below at Section III “SON’s Other Efforts To Protect the Fishery.”
7. We are now beginning the daunting task, after 150 years of exclusion from our traditional waters, of rebuilding our commercial fishery to restore its place at the center of our economy and culture.
8. Our goal is to preserve our ability to live off our fishery, as our people always have. The fight for our inherent aboriginal and treaty rights has come at an enormous cost to our communities. But today, for the first time in our recent history, we believe we are on the road to rebuilding

² A copy of the 2013 Substantive Commercial Fishing Agreement is annexed hereto as Exhibit “B”. The 2000 and 2005 agreements, by their terms, are confidential.

our fishery because of 150 years of work and a newly signed 2013 Substantive Fishing Agreement that SON negotiated with the Province of Ontario. We are rebuilding our fishery primarily under the terms of that Agreement, while at the same time another arm of the Ontario government is seeking to bury nuclear waste within hundreds of meters from our waters and important spawning grounds.

9. Ontario Power Generation's ("OPG") Deep Geological Repository project ("the DGR") poses a significant new threat to our people, our lands, our waters and who we are as a people. It seeks to use the shore of our Traditional waters for a different purpose: not for agriculture, not for the benefit of non-native fishers, but rather to bury Canada's nuclear waste. The consequences of this Project are not known and, we are told, in many cases not even considered.
10. However, we believe, and have reason to believe, that the DGR could strike a fatal blow to our fishery. Burying nuclear waste at the shore of Lake Huron will stigmatize our fishery, will increase development within our territory, and will ultimately increase stressors on the waters of Lake Huron to the detriment of our commercial fishery and our connection to the lands and waters. Should the Panel approve OPG's plan, and the DGR is built, the decision will be irreversible and will change our territory forever.
11. I would ask that the Panel pay close attention to the history of our people and the documents that are attached to this affidavit. In particular, I would ask that you pay particular attention to the 2013 Substantive Fishing Agreement signed by MNR and SON, attached to this affidavit as Exhibit "B". The DGR, either by its stigma or by its construction and implementation, has the

potential to undo all of the commitments and obligations set out in this agreement by fundamentally undermining the aboriginal and Treaty rights of our people.

I. MY BACK GROUND

12. I am Annishnabec and a member of SON. I was born in 1955, and was raised in and have lived on Cape Croker (Nawash) for most of my life. Cape Croker has always been my home. I served in the Canadian Forces from 1973-1975. My service included a tour in Cyprus on a Peace Keeping mission in 1975.
13. After my time in the Canadian Forces, I became involved in fishing because I saw that my people were under constant threat of charges and exclusion from the fishery for simply exercising our rights.
14. I was elected as a band councilor in 1991 and have served on Nawash Band Council ever since. I am now the longest sitting councilor at Cape. During my time on council I have attended virtually every meeting, both with governments and our people, on issues that affect or touch upon our fishery. Those meetings total well in excess of 300 over the years.
15. As is set out below, I have always fought and advocated for the rights of SON – in particular those rights that relate to the fishery, and the lands and waters that support it. I have always considered it my obligation to protect our cultural values and connection to the fishery. The fishery and the lands are part of who I am. The lands and waters are inseparable from me as an Annishnabe person. My family and our oral histories have shaped me as an Annishnabe person. My family has conducted ceremonies on the waters and the ice when the water is covered. Our belief is that the waters, trees and lands all have spirits, and that these spirits are interconnected.

For example, when our people fish, we share in the catch. Our people watch the harvest. Our children see the fishermen return with their catch and share in the process. We have ceremonies to the creator for the lands and waters of which we are a part. Our feasts celebrate the fishery, and our connections to the waters and the lands that surround it.

II. THE HISTORY OF THE SAUGEEN OJIBWAY FISHERY

16. I have read OPG's description of our fishery. That description tells a stark and sad story – of a small and diminishing fishery. Maybe it is even intended to imply that this fishery is not worth protecting, or that its loss could be compensated easily. It is a typical attempt to understand and quantify a fundamental part of our culture in terms of western science and economy.

17. OPG's understanding of our fishery is impoverished. It fails to describe or understand the central role of our fishery in our culture and our economy. It fails to lay out the historical context that explains the current state of our fishery. It fails to tell the story of the hardships and constant struggles our people have faced to protect our right to fish. And it fails tell the story of the victories we have won in the courts and at the negotiating table, and the new future we have committed to with Ontario to restore our fishery to its central place in our culture and economy.

18. In this affidavit, I will tell the story of the SON fishery, and why the right for any SON member to go to the water to catch a fish to feed his or her family, or to make a living, is a right that cannot be assigned an economic value. Rather, it is fundamental to who we are as a people. That our fishery has survived the many threats made to it, and is now once again growing, is an incredible testament to the strength of our people and the role of the fishery in our lives and

culture. As the late Chief Akiwenzie said “it was only through sheer perseverance” that our right to fish has been recognized and protected for our future generations.

1. From Time Immemorial

19. Our people – the Ojibway (Chippewa) or Anishnabe – have fished, hunted and gathered within our Traditional Territory from time immemorial.³ A copy of our Traditional Territory map is annexed hereto as Exhibit “C”.

20. My father has taught me that we have a right to live on and survive off of the land. Since the arrival of the European, our people have been under threat of being separated from our lands and waters. These lands and waters are part of our belief system; they are not just “rights” which are inalienable to our people. This is engrained in our prayers to the creator in regard to the spirits in the lands and waters.

21. The anthropological evidence of the central importance of the fishery to our economy and culture is undisputed. It was well explained in the historic legal case of *R. v. Jones and Nadjiwon*

³ C. E. Cleland, “The Inland Shore Fishery of the North Great Lakes: Its Development and Importance in Pre-history” (1982) 47(4) *American Antiquity* 761; N. Ferris, *Continuity within Change: Settlement Subsistence Strategies and Artifact Patters of the Southwestern Ontario Ojibwa A. D. 1780-1861* (M. A. Thesis, York University, 1989).

(discussed more in detail below). In referring to the anthropological evidence, Justice Fairgrieve observed:⁴

The undisputed historical evidence led by the defence here has established that for centuries prior to the arrival of European settlers, the Saugeen Ojibway had occupied a vast area of what is now southwestern Ontario, encompassing all of what was known as the Saugeen, now the Bruce Peninsula, and including the area south of Georgian Bay and extending west to the eastern shore of Lake Huron. **The Ojibway in that area were involved in a very productive fishery from, as is said, time immemorial. Specifically, the evidence established that they made use of numerous fishing stations on both sides of the peninsula, including the islands immediately offshore from the present Saugeen Ojibway reserves located at Cape Croker on the east side and Saugeen on the west. Their fishing was not prosecuted by individual fishermen merely to feed their own families, but rather was a community-based, collective activity in which the benefits were shared amongst the members of the community generally and directed to the subsistence of the group as a whole. Moreover, the Crown concedes, their fishing operation is accurately described as "commercial" in nature. Not only did the native groups trade among themselves, but after the arrival of the Europeans, fish was bartered with the fur traders for what became essential items.** The trade developed further with the growing population of settlers and became an essential source of the band's "sustenance". The continuity of the exercise of the right from the very distant past to the present was established.

2. Early Encroachment by Europeans and the Promises Made

22. For our ancestors and our Chiefs, the preservation of our fishery has always been a constant and singular concern. Commencing in the mid 1830s, the Province of Upper Canada sought the surrender of the Saugeen Territory. Even at this early stage, our people could see the growing threat to our use and reliance on the fishery posed by European encroachment. It was this

⁴ *R. v. Jones and Nadjiwon* (1993), 14 O.R. (3d) 421 (Ont. Prov. Ct.) at p. 14 of version attached to this affidavit [Exhibit "D" of this Affidavit]. See also Royal Commission on Aboriginal Peoples, "Report of the Royal Commission on Aboriginal Peoples: Restructuring the Relationship" vol. 2 at p. 462.

encroachment and the long series of Crown actions and inactions in response that was the beginning of erosion of our rights and our fishery, notwithstanding promises to the contrary.

23. In 1836, as part of a broader process of assimilation policy, Lieutenant Governor Sir Francis Bond Head devised a plan to relocate our people to Manitoulin Island.⁵ The treaty negotiations, our ancestors were told, were to ensure that our people would be “fortified against Encroachment of the Whites.”⁶

24. Our people resisted these efforts. Chief Metigwob explained to us that, during the treaty negotiations, when they were asked to relocate to Manitoulin Island, the Saugeen Chiefs had informed Bond Head that our ancestors preferred to remain on the Saugeen peninsula as “there were many fish in that place.”⁷ Chief Metigwob told us that Bond Head responded as follows:⁸

The Sahgeeng owned all the islands in the vicinity of that neck or point of land, he was about to reserve from them and that he would remove all the white people who were in the habit of fishing on their grounds.

25. Our people understood that the purpose of the treaty was to recognize and protect our right to continue fishing as we always had: not only for sustenance but to share, barter and trade. This is what we would now characterize as a commercial fishery. Historians who have studied this part

⁵ This issue is explored in great detail by Professor John Burrows in his P.HD thesis “Negotiating the Law: Traditions & Treaties on Manitoulin Island” [Exhibit “E” of this Affidavit]. See also M. Walters, *Aboriginal Rights, Magna Carta and Exclusive Rights to Fisheries in the Waters of Upper Canada*, (1998) 23 Queen’s Law Journal 301 at para. 6 [Exhibit “F” of this Affidavit].

⁶ Walters, *ibid.* at para. 6.

⁷ “Statement of Metigwob, one of the Sahgeeng Chiefs, made in a General Council held at the River St. Clair on the 13th September 1836 respecting the surrender of the Sahgeeng Territory to the British Government.” Six Nations Land Research Office, cat. No. 836-9-13-1.

⁸ See Walters, *supra* note 5 at para. 12.

of our history have come to the same conclusion. Professor Mark Walters of Queen's University, Faculty of Law, explains:⁹

Thus, Bond Head's oral statements about the Saugeen reserve were consistent with what he had written in relation to the Manitoulin reserve: native fishing rights were exclusive and non-native encroachment would be prevented. The significance of this promise arises from the larger context within which it was made. In the years preceding the treaty, non-native use of the Saugeen fisheries had increased and some confusion had arisen about the terms under which a non-native commercial fishing company operated from the fishing islands: the company had obtained both a licence of occupation from the Lieutenant Governor in council and a lease from the Saugeen chiefs in 1834 for use of islands. In light of this, treaty recognition of their exclusive rights to the islands and fisheries was important to the Saugeen chiefs. Furthermore, in the 1836 treaty no provision was made for payment for the surrender of the Saugeen territory. It may therefore be argued that the Crown's consideration was, in part, its promise -- conveyed orally by Bond Head -- to protect exclusive Saugeen possession of unsurrendered Ojibway fisheries. In short, very strong reasons exist to conclude that the 1836 treaty recognized exclusive rights of fishing.

3. Broken Promises & Exclusion

26. Many of the promises made to our people by the Crown at the time of the treaty were broken, including the promise that our fishing rights would be protected from encroachment. Our people could not tolerate this and took action early on. As Professor Walters notes:¹⁰

In an effort to protect their territories, the Saugeen Ojibway sought further written confirmation of their rights, and in 1847 the imperial Crown issued a proclamation in the form of letters patent under the great seal of the province of Canada defining the Saugeen territory and confirming Ojibway title to it. This 1847 deed defined the boundaries of the Saugeen territory as:

all that tract of land lying on the shore of Lake Huron, and which is butted and bounded or otherwise known as follows: commencing at the mouth of the River Saugeen, thence . . . [a southern boundary line along the base of

⁹ *Ibid.* at para. 13.

¹⁰ *Ibid.* at para. 14 [citations omitted].

the Saugeen peninsula is described], bounded on the east, north, and west by Lake Huron, including any islands in Lake Huron within seven miles of that part of the main land comprised within the hereinbefore described tract of land

27. The Deed went on to declare that the Saugeen Ojibway:¹¹

...forever shall possess and enjoy” the tract and its “rents, issues, and profits....without any hinderance whatever on our part, or on the part of our heirs and successors, or of our or their servants or officers.

28. Professor Walters and Justice Fairgrieve in *R. v. Jones and Nadjiwon*,¹² a landmark decision that

I discuss in more detail below, both conclude what the SON has always known and maintained: reserves on the shores of Lake Huron, as well as the fishing islands and the lake bed under the waters, remained unceded. Indeed, the anthropologic evidence establishes that our people lived on the water as much as we lived on the land. However, despite treaty and letters patent, our exclusive fishing rights were disregarded and Ontario began leasing our lands and waters without our consent.¹³ These represent specific actions by the Government of Ontario that would have the effect of eroding our rights and fishery.

29. In *Jones and Nadjiwon*, Justice Fairgrieve stated:¹⁴

During the 1830s, the Saugeen continued to enter into arrangements directly with third parties for the leasing of their fishing islands by directors of the Huron Fishing Company, which were then affirmed by licences of occupation by the Crown. No licences of occupation were issued to confirm the arrangement in 1845 that the Saugeen chiefs made with one Cayley, whose name figured prominently in the documents from that period. Mr. Lytwyn, an historical

¹¹ *Ibid.* at para. 15 citing Declaration by Her Majesty in favor of the Ojibway Indians respecting certain lands on Lake Huron (29 June 1847) NAC RG68, vol. LIBER AG. SPECIAL GRANTS 1841-1854, C-4158.

¹² *Supra* note 4.

¹³ Walters, *supra* note 5 at para. 16.

¹⁴ *Jones and Nadjiwon*, *supra* note 4 at p. 16.

geographer called by the defence, gave his opinion that the colonial government could issue such licences in respect of Crown lands, but could not do so in relation to the Saugeen's fisheries because they had not been surrendered.

30. The historical evidence supports the conclusion that, from the aboriginal perspective, the 1836 treaty had confirmed their exclusive right to their traditional fisheries in the area. When the Chief Superintendent of Indian Affairs visited the settlement the next year, he wrote:¹⁵

The fishing is bountifully supplied and has attracted the notice of white people who annoy the Indians by encroaching on what they consider their exclusive right and on which they rely much for provisions.

31. The historical evidence also confirms the most basic and fundamental understanding of our people – that the 1836 treaty confirms and recognizes our exclusive right to the fisheries in our Traditional waters.¹⁶

4. Legislated Exclusion

32. Irrespective of the validity of the 1836 Treaty, one thing is certain: the promise that our fishing rights would be protected from encroachment was broken. As Professor Walters notes:¹⁷

Notwithstanding the 1836 treaty, non-native use of Saugeen fisheries increased. A commission of inquiry on Indian affairs in 1844 observed in relation to the Saugeen fisheries that the “fishing is very productive, and has attracted the notice of the white people, who annoy the Indians by encroaching on what they consider their exclusive right...”

33. In 1857, ten years before confederation, the provincial legislature enacted the first statute regulating fishing in Upper Canada. No mention was made of our rights. Since confederation,
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¹⁵ As quoted by Justice Fairgrieve in *Jones and Nadjiwon*, *ibid.* at p. 16.

¹⁶ *Jones and Nadjiwon*, *ibid.* at p. 16.

¹⁷ Walters, *supra* note 5 at para. 16, citing Canada, Legislative Assembly of Canada, Report on the Affairs of the Indians in Canada (22 January 1844) in Journals of the Legislative Assembly of Canada (1845), Appendix EEE, s. 2, II.15 at 43.

Canada has enacted successive fisheries legislation. None of this legislation mentions our rights and, as history demonstrates, the legislation was in fact used to exclude our people from the fishery to the benefit of others.

34. The effect of this legislative history upon our people was profound. In *Jones and Nadjiwon*, Justice Fairgreive noted:¹⁸

What the evidence disclosed was a relentless, incremental restriction and regulation of the admitted aboriginal right, despite continuing protests, petitions, objections and resistance by the defendants' band. Much of the conflict appeared to have its source in the apparently inadvertent failure of the first Fishery Act to make any special provision for the treatment of native fisheries or existing treaty rights. The evidence documented as well a protracted intragovernmental policy clash between Fisheries and Indian Affairs. The former generally prevailed, and the fisheries came under increasingly stricter controls.

35. The legislation and enforcement efforts of Ontario (MNR) had real impact on our people. SON elder Donald Keeshig is quoted as saying:¹⁹

I've been threated over hunting and fishing. The Conservation Officers and RCMP were always after us. There was no work here when I was young. You couldn't rely on fishing, because we weren't allowed to go very far from our reserve to fish. If we went beyond the "lines" set up by the MNR, they were ready to charge us and take our equipment from us. I remember our grandfathers used to sleep on the shore to watch over their seining nets. The MNR said it was against the law to use a seine net on our reserve. I always felt the MNR and the RCMP were our enemies...they were always after us.

¹⁸ *Jones and Nadjiwon*, *supra* note 4 at p. 18.

¹⁹ Ipperwash Submissions, *supra* note 1 at p. 34. The chronology of the assertion and protection of our rights is set out at pp. 38-45 [Exhibit "A" to this Affidavit].

36. Elder Keeshig, like many SON members, relied on fishing to make a living and to provide for his family. His ability to continue to do so was constantly under threat by the collective effect of the many government actions that separated our people from our fishery.

5. Reclaiming the Right: R. v. Jones and Nadjiwon

37. I have made much reference to the *Jones and Nadjiwon* decision for its summary of the SON's history. However, it is also important for the Panel to understand the circumstances that led the Chippewas of Nawash Unceded First Nation to challenge the MNR licensing system and the reasons for why *Jones and Nadjiwon* was decided as it was.

38. Prior to becoming a Nawash Band Councilor, I was part of the community-based movement to challenge our exclusion from the fishery. For years, our people were denied access to the fishery by a government that sought to protect the interests of recreational fishermen and the commercial interests of non-SON members. For example, while Ontario was setting quotas and putting in regulatory restrictions on SON members, it was issuing lucrative commercial licenses to non-native commercial fishermen.

39. Despite these efforts at excluding our people, we continued to fish as our people had done from time immemorial. As a result of our actions, criminal and regulatory charges were frequently laid against our people. Sometimes the charges were resolved or withdrawn. In some instances, our people were imprisoned. This cycle continued for decades.

40. By the end of the 1980s, our communities' frustration was palpable. We were facing exclusion from our waters and we were being prosecuted when we exercised our rights. For example, on October 13, 1989, Ross Forgrave, a Wiarton Justice of the Peace forced eleven Nawash fishermen, of the them the Chief of the First Nation, some of them elderly, to stand for 45 minutes as he lectured them about fishing over MNR quota. He portrayed them as thieves, greedily taking too many fish. He imposed fines totaling \$ 32,000.00 plus jail time (\$200 and 30 days for one fisherman, who caught 9 fish).
41. I recall being in court when the presiding Justice called our people "rapers and pillagers" for simply seeking to survive from our traditional territory and waters. To make matters worse, the quota allocated by MNR was not enough to feed members of our community, let alone support a commercial fishery, as was promised to us. I kept telling Joint Council, our governmental structure where the Chiefs of Nawash and Saugeen, as well as elected councilors, sit, that we had to fight for more fish and not accept the quota being imposed by MNR.
42. Eventually, the community had enough. A group of fisherman approached Joint Council urging that, rather than being under the constant threat of charge and imprisonment, we resolve our rights once and for all. We knew we would have to fight for our rights in a Canadian court. Although it was a long process to change the thought process of our people regarding the Canadian court system – which was considered simply an extension of our exclusion from our traditional waters – eventually there was community support for fighting to resolve our rights once and for all in a Canadian court.

A. The Charges against Howard Jones and Francis Nadjiwon: Settling Our Rights

43. The opportunity to do so arose in 1989, five years after the passage of Section 35 of the *Constitution Act*, 1982, when Chief Howard Jones and Francis Nadjiwon were charged with fishing without a license and the sale of lake trout in excess of that which was allocated to SON.
44. Upon learning of these charges, our Band Council made the brave and difficult decision to divert resources out of our community to assist Chief Howard Jones and Mr. Nadjiwon in their defence. The cost of the defending Chief Jones and Francis Nadjiwon was almost \$500,000.00. Unfortunately, the Band Council could not afford to spend money to defend the fishery without diverting funds from health, education and infrastructure. The funds were diverted and, rather than go those areas, they were spent on litigation.
45. The trial was heard in Orangeville. I attended every day of it. Many fishermen and community members were also present.
46. I remember that on the eve of trial, Ontario made an offer to settle the matter. The offer was a marginal increase in the allocated quota. However, to our community, a marginal increase in quota was not the issue. We needed to have our rights to a fishery recognized and our people needed to be free to exercise those rights on a priority basis over all other considerations, save for conservation. The Band Council had already expended hundreds of thousands of dollars and the community had made it clear: we have an aboriginal and treaty right to a commercial fishery and those rights, if they were to be protected, needed to be affirmed under section 35 of the *Constitution Act*. The Government's offer was rejected and the trial proceeded

47. The trial was significant moment in the history of our people. It lasted some ten days and was based on thousands of hours of historical research. Both expert and community members testimony was given. It was as full a review of the history of our fishery as had ever been done.
48. On April 26, 1993, Mr. Justice Fairgrieve issued his decision recognizing what the SON community and our people always knew: we had both an aboriginal and treaty right to commercially fish within our traditional territory and that we had been excluded from our fishery for the benefit of others.²⁰
49. In reaching his decision, Justice Fairgreive reviewed the extensive evidence presented at trial and emphasized the place our fishery held at the center of our economy and culture. He concluded that government actions which failed to recognize this reality were unconstitutional. His Honour stated:²¹

When the lake trout quota was allocated in 1984, the evidence suggests that despite the fact that the band was the only commercial licence-holder covering an entire community, and despite the fact that the band's fishery was the only one in the area dependent on lake trout for its livelihood, the band was simply given an incidental quota, not a production quota, in the same way and of a similar magnitude as other individual commercial licence-holders. The evidence does not support a finding that any special regard was given to the nature of the band's fishery operation, quite apart from the question of any constitutional priority over other users.

.....

What should be stated, however, is that a high-handed and adversarial stance on the part of the Ministry will neither meet the constitutional requirements with which, one would expect, it would consider itself duty-bound to comply, nor will it provide an

²⁰ See *Jones and Nadjiwon*, *supra* note 4 [Exhibit "D" to this Affidavit].

²¹ *Ibid.* at pp. 26-27.

enforceable regulatory scheme capable of achieving the conservation goals which it seeks. It is self-evident, I think, that s. 35(1) of the Constitution Act, 1982, particularly after the judgment of the Supreme Court of Canada in Sparrow, dictated that a new approach be taken by the government to ensure that its policies discharge the obligations assumed by its constitutional agreement. I do not think it was ever suggested that there would necessarily be no adjustments required or no costs attached.

.....

As a practical matter, the court cannot compel good faith or recognition of changed constitutional realities. All that can be done here is to state the conclusion that the quota restrictions do not meet current constitutional standards and are, accordingly, unenforceable against the defendants. The imposition of a prohibition against the purchase of lake trout from band members pending negotiations and a new arrangement which recognizes the priority of their aboriginal and treaty rights would, in my view, also be unconstitutional. It would also fail to reflect the high standard of honourable dealing which the public expects its government to take in respect of the rights of aboriginal people.

Howard Jones and Francis Nadjiwon are found not guilty, and the charges are dismissed.

50. We won the case. Howard Jones and Francis Nadjiwon were found not guilty and SON's rights were recognized and affirmed under s. 35 of the *Constitution Act, 1982*. Ontario did not appeal the decision. It would, however, take SON another 7 years to come to conclude our first fishing agreement with Government to provide for a mechanism by which these rights could just begin to be implemented.

B. The Backlash to Jones and Nadjiwon: Violence and Racism

51. The legal victory was an instrumental step in putting an end to over 150 years of exclusion of our people from our fishery. However, the backlash from the non-SON public was swift and strong:²²

- In the summer of 1995 a Nawash fishermen's boat was sabotaged and defaced with graffiti that read: "splake thief."
- Later in the summer, another fishermen, who had lost 2,000 yards of nets to someone who had them lifted them or cut free, reported his losses to the OPP. No one was apprehended. He was on the verge of bankruptcy but *he* was charged by the OPP for booby-trapping his nets in an effort to protect them.
- On August 5, 1995, about 75-100 angry anglers from the Grey-Bruce area marched on Yolanda Jones, a Nawash Band member who was selling fish at the Owen Sound open market with her daughters. The sportsmen and recreational fishermen were, at the time, protesting against our fishing in Owen Sound. The protest was led by Grey MPP Bill Murdoch and Parliamentary Assistant to MNR Minister Chris Hodgson. A scuffle broke out and Nawash supporters linked arms to bar the sportsmen from attacking the stall. One of the protestors threw a plastic bag with a rotting salmon onto the fish onto Yolanda's stall.

52. These are but a few of the many examples of the violence our people faced after Jones and Nadjiwon was decided. I lived these times, when our community members faced overt acts racism and violence. A complete description of the violence we faced is available in our submissions to Mr. Justice Linden in the Ipperwash Inquiry, which are excerpted in Exhibit "A" of this affidavit.

²² The backlash from the decision are fully detailed in SON's Ipperwash Submissions, *supra* note 1 at pp. 40-45 [Exhibit "A" to this Affidavit].

6. Protecting our People and our Rights: Negotiations with the Crown for a Fishing Agreement

53. While our people faced racism and violence following *Jones and Nadjiwon*, we also faced another obstacle: negotiating a fair and honourable agreement with the Crown that would provide a mechanism for the implementation of our rights, protect the resource and begin to reverse the effects of our fishery's historical decimation.

54. Over the last twenty years, I have attended hundreds of meetings to arrive at such an agreement. Indeed, looking back over the years, it is difficult to convey how difficult these negotiations were. We travelled far, we met with government officials, we wrote letters and we consulted with our people. We fought to obtain data to assess the fishery in Lake Huron, and we retained staff biologists in partnership with the University of Guelph to ensure that the fishery would be protected based on sound science. Most importantly, we sought to establish that which was promised: an exclusive commercial fishery of which we were the primary stewards.

A. The Initial Years After *Jones and Nadjiwon*

55. Following *Jones and Nadjiwon*, we continued to seek a peaceful solution to the acrimonious relationship between SON, the government and public by tabling a comprehensive strategy to develop public support, assess the impact of the stocking of non-indigenous species in our waters, and develop a co-management agreement with Ontario.

56. On August 15, 1995, MNR Minister Chris Hodgson met with SON. The Minister advised that the new government (elected in June 1995) was not interested in negotiating and concluding a co-management agreement and discussions came to an end. A new license was inevitable.
57. On June 24, 1996, Ontario issued an Aboriginal Communal fishing license to SON. It was rejected and our people continued to fish, once again exposing themselves to charges, and the seizure of their nets, fish and boats.
58. Sure enough, on June 24, 1997, MNR issued new charges against two SON fishermen. SON was forced back into court to expend resources to challenge the licenses, notwithstanding Justice Fairgreive's findings in *Jones and Nadjiwon*.

B. Initial Negotiations and the 2000 Agreement

59. SON continued to try to negotiate an agreement with Ontario while, at the same time, defending the new charges under the 1996 fishing license.
60. On July 30, 1997, SON secured a commitment from both the Federal and Provincial Governments to negotiate. The Honourable Mr. Justice Stephen Hunter acted as mediator in those discussions. This was a very difficult time. Charges were still pending against two SON fishermen. Our people questioned how we could negotiate with the very government that charged our fishermen and had imprisoned them in the past.

61. Our position was simple: while we did not need an agreement to fish, an agreement would stabilize our relationship with the Crown and bring some peace to our communities. It would also help us rebuild our fishery, reversing years of damage.

62. I personally attended, along with Chief Akiwenzie and other councilors from 1997-2000, well over two hundred meetings. During this three year period, the promise of *Jones and Nadjiwon* seemed to be slipping from our grasp. Nevertheless, through sheer determination and perseverance, we held on to the hope that we could conclude an agreement that would protect our people on the land and on the waters, and implement the right that was won in *Jones and Nadjiwon*.

63. On June 22, 2000, over 7 years after *Jones and Nadjiwon* was decided, SON signed our first agreement with MNR and Indian Northern Affairs Canada. While the agreement is confidential, it had the following key components:

- It more broadly defined the waters for SON fishing within our traditional territory, allowing for a broader SON commercial fishery than what had been allocated under the previous licensing scheme employed by MNR;
- It ensured that the fishery would be protected by the application of sound science to the setting of safe harvest limits in which SON was an active participant, and not a “stakeholder,” in determining the quota that was allocated;
- It provided for a mechanism by which SON could better assess the fishery by providing for the exchange of data between SON and MNR, and by securing a funding mechanism for this exchange of data.

64. From SON's perspective, the protection of the resource was the continuing and primary obligation of the parties under the agreement. The secondary obligation under the agreement was to ensure that our people would benefit from the commercial fishery on a priority basis.
65. Although this agreement was an important first step, it was just a beginning. The 2000 agreement did not go far enough in protecting our rights and the resource and it did not provide the basis for us to rebuild our commercial fishery. To attain this, our people had to fight again, and endure more cost, insult and attack.
66. This SON experience was captured by Mr. Justice Linden, Commissioner of the Ipperwash Inquiry, in his final report:²³

Both before and after Jones and Nadjiwon the Saugeen Ojibway Nation approached the province to try to reach a co-management agreement concerning the commercial fishery in the waters around the Bruce Peninsula. In 1994, Ontario agreed to discuss co-management.

Despite the concerted efforts of the Saugeen Ojibway Nation to educate the public about their treaty and Aboriginal rights, the summer and early fall of 1995 was marked by protests, violence, and vocal opposition from some members of the non-Aboriginal community to the commercial fishing rights of the Saugeen Ojibway Nation. The protests and violence included a march by nearly 100 people on an Aboriginal woman who was selling fish in the Owen Sound market. Aboriginal fishing boats and nets were vandalized, a First Nation-owned fishing tug was burned, and several members of the Saugeen Ojibway Nation were assaulted in Owen Sound.

²³ Report of the Ipperwash Inquiry, vol. 2 at 118-19, online:
<http://www.attorneygeneral.jus.gov.on.ca/inquiries/ipperwash/report/vol_2/pdf/E_Vol_2_Full.pdf>

In August of 1995, the new provincial government informed the Saugeen Ojibway Nation that it would not continue with the co-management discussions. Later, the government tried to unilaterally impose a new regulatory scheme under The Aboriginal Communal Fishing Licence Regulations, which the Saugeen Ojibway Nation resisted. The MNR continued to lay charges against Saugeen Ojibway Nation fishers for not adhering to the communal licenses.

In 1997, the federal government appointed a judge to mediate the dispute between MNR and the Saugeen Ojibway Nation. In June 2000, seven years after the Jones and Nadjiwon decision recognized the Saugeen Ojibway right to fish commercially, the provincial and federal governments and the Saugeen Ojibway Nation signed the first Fishery Agreement to manage the commercial fishery in Lake Huron and Georgian Bay around the Bruce Peninsula. In July 2005, the Agreement was renewed for a further five years, including a protocol for how the parties will work together to ensure compliance and to exchange information about the commercial fishery.

A First Nation should not have to experience what the Saugeen Ojibway Nation went through to reach a co-operative management agreement with Ontario. I recommend that the provincial government continue to work with First Nations and Aboriginal organizations in Ontario to develop co-management arrangements and resource-sharing initiatives.

67. The 2000 agreement was for a term of 5 years. It was the first step in repairing a badly damaged relationship and its main purpose was to create a peaceful environment in which SON could begin to implement its vision of our fishery and overcome 150 years of exclusion from it. In many ways, the 2000 agreement was both an end and a beginning: it ended the violence of the past, and it began to define SON's vision of the fishery for our people and the generations to come.

68. However, the 2000 agreement was not without compromise. In the interests of moving towards a better relationship with Ontario (with the ultimate goal of securing our rights for our people), SON agreed to refrain from exercising our rights within Owen Sound and Colpoys Bays ("our Bays" or "the Bays"), a contentious issue that I will return to further in this affidavit.

C. Negotiations Continue: The 2005 Agreement

69. Two years before the 2000 agreement was set to expire, SON and MNR began negotiating the next agreement. After lengthy negotiations, a second agreement was concluded on July 12, 2005. The 2005 agreement provided further stability and peace within our traditional territory, and increased the amount of safe harvest limits within our waters. It also confirmed and recognized an SON exclusive commercial fishery in the waters surrounding the Bruce Peninsula.

70. While the violence of the past subsided over the life of the 2000 and 2005 agreements, our fishermen continued to be excluded from our Bays and the agreement provided little in the way of economic development opportunities so that our people could earn a moderate livelihood. As the end of the 2005 agreement approached, SON Joint Counsel provided a renewed mandate to the SON negotiating team to remedy these deficiencies in a new, substantive, agreement that would provide a mechanism to implement the right for both the present and future generations.

71. In preparation for the re-negotiation of a new agreement, SON set out some fundamental principles that would guide its position:

- SON would exercise its aboriginal and treaty rights throughout its Traditional waters, including in Owen Sound and Colpoy Bays;
- The issue of the stocking of exotic species which are predators of the indigenous species we catch would be studied and addressed;
- Our people would derive greater economic benefit from the waters in order to sustain our connection to them and to invest in and protect our fishery and its historical place in our economy and culture;

- The agreement would be based on a Government-to-Government relationship based on mutual trust and respect;
- The agreement would contain binding commitments and obligations on both Government and SON to ensure that our fishery would regain its central importance to our economy and culture.

D. Renegotiation – The Initial Discussions: May 2010 – November 2010

72. In anticipation of the expiry of the 2005 agreement, SON and MNR agreed to extend the 2005 agreement to December 31, 2010 to allow for negotiations of a new agreement to commence. When the 2005 agreement expired on December 31 2009, it was extended by a Memorandum of Understanding to allow for negotiations of a new fishing agreement that would embody a new relationship with Ontario but also implement SON's vision for its fishery for generations to come.
73. The initial discussions were mediated by Professor Michael Coyle. While initial progress seemed positive, the talks broke down in November of 2010.
74. After the breakdown, SON had discussions with the very highest levels of the government of Ontario, including the Minister of Aboriginal Affairs, The Honourable Chris Bentley, and the Minister of Natural Resources, the Honourable Linda Jeffrey. During the meeting with Minister Jeffrey, she and our Chiefs made a renewed commitment to re-commence the negotiations with a new mandate. A Deputy Minister was given the lead on the negotiations and the Honourable Frank Iacobucci, a retired Supreme Court of Canada Justice, was retained to facilitate the renewed discussions.

E. The Framework Agreement Recognizing the Right and a Mechanism for Implementation

75. Following SON's meeting with Minister Jeffrey, negotiations with MNR re-commenced in April 2011. They continued through to August 2011.

76. On August 27, 2011, SON and MNR executed a foundational Framework Agreement to assist the parties in negotiating a long-term substantive fishing agreement. A copy of the Framework Agreement is annexed hereto as Exhibit "G". I ask that The Panel review this document closely, paying particular attention to the mutual commitments and obligations relating to the SON fishery.

77. The Framework Agreement was a milestone in setting forward the vision for the SON fishery and our relationship with Ontario for generations to come. It contains several important principles:

- The agreement is based on a Government to Government relationship in which SON decision makers would sit directly with MNR decision makers;
- It created a Governance Committee comprised of SON and Ontario leadership to implement the objectives, commitments and responsibilities set out in the framework agreement; and
- It made commitments to deal with specific key issues including:
 - i. Mutual economic benefits;
 - ii. Capacity for SON to allow for reconciliation to continue;
 - iii. The mutual setting of safe harvest limits based on sound science and not the unilateral allocation of quota under a licensing regime;
 - iv. A commitment to study and address the impacts of MNR stocking programs in the waters of Lake Huron;

- v. The sustainability of the fishery and the waters that support it; and
- vi. The engagement of the Federal Crown.

78. The Framework Agreement committed the parties (SON and MNR) to a number of principles to guide the conclusion of a long term substantive fishing agreement. These principles include:

- A new relationship with a willingness to build a more positive and better future for the parties;
- Mutual respect created through a willingness to act in good faith and in a manner respectful of each other;
- Mutual participation in implementing mechanisms that achieve further participation by both parties in decisions about commercial fishing in the waters.

79. The Framework Agreement also contained important mutual commitments, paramount of which was the protection, conservation and sustainability of the resource.

80. Mutual trust and respect was to be established through meaningful negotiating processes, and through goals and principles that would be included in a long term agreement including:

- mutual economic benefits for the parties;
- capacity for SON;
- the setting of safe harvest limits (TAC); and
- SON fishing in Owen Sound and Colpoys Bays.

81. These commitments, obligations, responsibilities and principles set the stage for SON and MNR to negotiate a new agreement – one that built upon past agreements but would move far beyond them in order to provide for a better future for our people.

F. Negotiation of and Execution of the Long Term Substantive Fishing Agreement

82. After signing the Framework Agreement, SON and MNR re-commenced the negotiations to conclude a lasting and flexible substantive fishing agreement. These negotiations began in September of 2011. Over 50 meetings were held and, by June 2012, the parties had come to an agreement that was recommended for approval by SON leadership and the Ontario Government (referred to in the remainder of my affidavit as either “the 2013 Agreement”, or “the Substantive Fishing Agreement” or “the Agreement”).
83. On January 24, 2013, the Agreement was signed by The Honourable Minister Gravelle on behalf of Her Majesty The Queen in the Right of Ontario (MNR) and by Chief Randall Kahgee on behalf of the Saugeen First Nation. On February 21, 2013, the Agreement was signed by Chief Scott Lee on behalf of the Chippewas of Nawash First Nation.
84. The changes in the 2013 Agreement – notably that SON fisherman could now exercise their treaty and aboriginal rights to fish throughout our Traditional waters, including the Bays of Georgian Bay – became effective on April 26, 2013. As noted above, the 2013 Agreement is set out as Exhibit “B” to my affidavit.

7. THE 2013 SUBSTANTIVE FISHING AGREEMENT – A VISION FOR A BETTER FUTURE

85. The Substantive Fishing Agreement is 40 pages in length. It incorporates and implements the commitments and obligations contained in the August 2011 Framework Agreement. It contains Schedules relating to:
- Incorporation of the Framework Agreement (Schedule “A”)

- The waters covered by the agreement (Schedule “B”);
- Fishing within the waters (Schedule “C”);
- Total allowable catch and data exchange (Schedule “D”);
- A compliance protocol for SON and non-aboriginal fishers (Schedule “E”);
- Terms of reference for:
 - The Capacity and Economic Development Working Group
 - Expert facilitation for TAC Determination Working Group
 - Expert Facilitation Regarding Fish Stocking Working Group

A. The Contents and Purpose of the Agreement: Restoring the Commercial Fishery

86. The 2013 Agreement re-affirms the binding goals, principles, objectives and commitments contained in the Framework Agreement, the primary concern of which is the sustainability of the resource. Within the waters defined under the Agreement, SON has maintained an exclusive commercial fishery.

87. There are several key components to the 2013 Agreement:

- (i) **Purpose:** The purpose of the agreement is to implement the commitments made by the parties in the Framework Agreement, which is based on a Government-to-Government structure.
- (ii) **Scope:** Its scope is intended to provide for the sustainability of fish, the support of the SON commercial fishery and safety on the waters for all;
- (iii) **The Waters:** The waters that are the subject matter of the 2013 Agreement surround the Bruce Peninsula, to the international border on the West Side and to Meaford on the South East Side. A copy of the map defining the waters is contained at page 23 of the

2013 Agreement. As the panel will see the proposed DGR sits in the middle of the waters defined by the agreement and within SON Traditional Territory.

(iv) **Governance Committee:** The Governance Committee oversees implementation of the agreement and ensures that the mutual commitments and obligations under it are kept and implemented. One mechanism through which this is accomplished is by the establishment of working groups with terms of reference.

(v) **Total Allowable Catch:** “TAC” is to be set based on sound science by consensus decision making of the Governance Committee based on a consideration of the biological status of the fish populations in Lake Huron prior to the establishment of TAC.

88. Below, I will address the work being done under the 2013 Agreement, and then I will discuss the aftermath and community backlash that came from its negotiation and execution.

B. The Work Being Done Pursuant to the 2013 Agreement

i. The Capacity and Economic Development Working Group

89. On July 5, 2011, the Governance Committee established the Capacity and Economic Development Working Group by terms of reference. The purpose of this working group, a collaborative effort between SON and Ontario, is to develop detailed proposals for a business development plan so that SON can derive greater economic benefits from the fishery through a vertically integrated fishery. This will be done through a Request for Proposal that will include identification of the following:

- i. Equipment requirements of SON;
- ii. Cold storage needs;
- iii. Processing of fish;
- iv. Marketing of fish;
- v. Distribution of fish to the market;

- vi. Enhancement of revenue for SON processed fish;
- vii. Employment and training;
- viii. Costs necessary to address the capacity needs of SON in an economically viable and self-sustaining commercial fishery.

90. In addition, the terms of reference required identification of the necessary agencies (governmental and non-governmental) to support and implement the terms of reference, and the necessary capital required for implementation of the business plan by the Governance Committee.

91. Two points need to be made about these terms of reference.

92. First, properly implemented over the long term, this economic working group can restore our fishery, undoing the effects of our historical exclusion, and make it a center piece of our economy, as it once was. Indeed, the historical decimation of our fishery continues to be felt today (and is reported by Ontario Power Generation (“OPG”) in its Environmental Impact Statement, in terms of the current size of our fishery) and is reflected in the overall health of our on-reserve economies. Our fishing agreements with Ontario set out the foundation for SON, working with Ontario, to rebuild our fishery from the decades’ long history of destruction caused by encroachment by European settlers and government actions. This long process of rebuilding is now beginning. Under the 2013 Agreement, for the first time, we can and will restore the fishery to its rightful place within our economy so that it will no longer be the case that only a few fishermen can survive from fishing, but rather that many SON members will be supported by our fishery, whether through catch, assessment, processing, marketing or distribution.

93. Second, it takes time to build and establish a fishery. The non-aboriginal fishery had 150 years to mature into a self-sustaining commercial fishery. SON did not enjoy that same advantage. We were excluded from our fishery. We are only now, under the 2013 Agreement, beginning to take the steps necessary to overcome the effects of this exclusion. As with the non-aboriginal fishery, this takes time, commitment and capital.
94. The Capacity and Economic Development Working Group has begun its work to develop detailed proposals for a business development plan aimed at building a strong, economical and vertically integrated fishery. As it stands, our fishermen mostly sell their catch “in round” – that is, without any processing or value added. This is the lowest value form of a fishery. The goal of the working group is to build up our fishery so that it can be the basis of a real economy and our people can make a real living from the fishery.
95. The Working Group has established an Request for Proposal for the development of the key components of new and vertically integrated fishery including: equipment needs for cold storage and processing; marketing; distribution; revenue enhancement models for processed fish; employment and training; and the development of business models to address capacity needs of SON to build an economically viable and self-sustaining commercial fishery.
96. We have already begun the work necessary to rebuild and modernize our commercial fishery. This has started from the bottom up. We began with the fishermen in both Saugeen and Nawash. We have held numerous “Community Fishing Meetings” in both Saugeen and Nawash, we have passed Joint Council motions to establish Foundation Principles for Territorial Economic

Development, and we have established a SON fishery committee and hired local youth to assist the committee in its work.

97. Efforts have already begun to acquire necessary equipment, from fishing nets purchased directly from Chinese and Taiwanese suppliers to new boats. We have begun work to price and plan for the construction of new fish processing plants, and we have and conducted research and modeling into the power, transportation and logistics needed to support this. We have considered business models that divide our fishery into four components: (1) whole fish, (2) smoked fish, (3) surimi (processed fish cake) and (4) vacuum packed. Our fishing committee has led planning on an inter-ministerial conference to bring all parties to the 2013 Agreement together in a broader forum to discuss issues related to business and economic development which could inform the development of an integrated SON commercial fishery vision and plan. We have taken advantage of programs such as the Business Retention & Expansion Program offered by the Ontario Ministry of Agriculture, Food, and Rural Affairs, and we have begun work to develop SON-specific marketing materials and strategies.

98. There are already concrete examples of how our efforts are starting to pay off. I will relay a personal example. Over the last year, I have built and made significant investments in a fish smoking facility at Cape Croker. I built a commercial grade smoke house, and purchased an industrial grade smoker and packaging equipment. In the last six months, I have been catching fish, or purchasing fish from our local fishermen, to smoke and sell. I am already processing and selling significant amounts of my smoked fish to local Nawash business people who resell it in their retail shops. In the short time I have been in operation, my business has grown tremendously and there is every indication that it will continue to do so.

99. I fear that the mere possibility of the DGR poses a threat to these positive developments, and to the efforts of SON and government to rebuild our commercial fishery. There is a danger that government, our people and others will not make the investment of time, effort and capital that has been committed to under the Agreement, and is necessary to rebuild our fishery. I worry that nobody will be willing to make these investments if they fear there will be no market at the end of the day for “fish from the nuclear waste dump.” They will all see it as a bad investment, a waste of money. I fear that all our efforts will be wasted and our fishery will die out, rather than be rejuvenated.

ii. The TAC Working Group and Data Exchange

100. Other aspects of the agreement establish mechanisms that ensure that the resources will be protected and maintained so that it will continue to be able to support the SON fishery far into the future.

101. Of central importance to our people is the sustainability of the lands and waters that support our fishery. At one time, we were “allocated” a quota without consultation or regard to either our history, our aboriginal right or our treaty relationship with the Crown.

102. The TAC working group provides the mechanism by which safe harvest limits can be set through the establishment, by consensus of the Governance Committee, of total allowable catch in any given year. SON and MNR have differed over the process by which safe harvest limits can be set after annual harvest data is exchanged. Accordingly, the process is now facilitated to ensure that the best science is applied to the setting of safe harvest limits for consideration by the

Governance Committee. This is a crucial element of the Agreement as it assists our people in ensuring the sustainability of the resource.

103. Complementing the TAC working group is Schedule D of the Agreement, which provides for the process by which data will be exchanged for the purposes of establishing TAC. This includes a detailed protocol relating to commercial harvests within Lake Huron, index netting data and recreational harvest. In addition, Schedule D requires TAC to be determined based on key uncertainties, including the status of biological fish populations and their distribution in the waters. In this regard especially the DGR creates enormous uncertainty for TAC: What effect will construction have on the waters? On habitat? On aquifers during construction? On increased urbanization and the resulting increase in effluent and pollution? How is SON to address these uncertainties in setting safe harvest limits if the DGR is built?

iii. Fish Stocking Working Group

104. Over the objection of SON, Ontario has and continues to stock non-indigenous fish in our traditional waters. The purpose of this stocking is to support the non-native recreational fishery. The reason that SON has objected to the stocking of these species (such as salmon) is that they are not only predators of our preferred species (lake whitefish) but they consume many of the nutrients that lake whitefish require for their natural reproduction. In short, the stocking of non-indigenous species, in SON's view, has an adverse impact on the waters that sustain our fishery. The Fish Stocking Working Group, for the first time in history, will examine and address long standing SON concerns with respect to these stocking programs.

C. Public Reaction to the Substantive Fishing Agreement

105. The 2013 Substantive Fishing Agreement is the first one that has been made public. Properly implemented, it will restore our fishery to the center piece of our culture by protecting, by ensuring more SON members will participate in it and ultimately ensure that our connection to the waters for generations to come will be preserved. In the face of this agreement however, and its public release, we have faced yet another hurdle: another backlash to SON's exercise of its aboriginal and treaty rights.

i. The Aftermath of the 2013 Agreement

106. As I noted above, the 2013 Agreement was the first agreement to be made public: it was released on March 12, 2013. Public reaction was immediate. There was outcry and outrage over the Agreement in the local media, and by both federal and provincial politicians. On March 13, 2013, the Owen Sound Sun Times reported that Member of Parliament Larry Miller and Member of Provincial Parliament Bill Walker were "angered" by the agreement. After having reviewed the contents of the Agreement, MP Miller said he was "deeply disappointed" about aspects of the agreement that will "no doubt kill local sport fishing in [the] bays." MP Miller and MPP Walker were also upset about the funds provided under the agreement, stating that SON members were being paid to fish.²⁴ This public characterization is misguided; the money is for the assessment and sustainability of the fishery based on sound science.

²⁴ "SON Gets Funding to Fish" Bayshore Broadcasting (March 13, 2013). A collection of the articles I reference in this paragraph and below are attached to this affidavit as Exhibit "H". "SON Gets Funding to Fish" is contained therein as Tab 1.

107. Online comments on the Owen Sound Sun Times website expressed outrage about MNR entering into agreements with SON in secret and jeopardizing sports fishing.²⁵ To make matters worse, MP Miller and MPP Walker issued a joint press release referring to the Agreement as an “insult.”²⁶ They did not reference our treaty and aboriginal rights to fish within our Traditional Territory, nor did they discuss the history of exclusion of SON from the fishery. I heard that MP Miller reported that he heard from people who suggested violence in response to the agreement. Members of the public hosted meetings to express their “concern” over the agreement, organized protests and called for the agreement to be re-opened.²⁷

108. As in 1993, we had concerns about the safety of our community members. Some of our members experienced backlash from the agreement – they were taunted at the docks and our children were taunted at school. We put the police, who are playing a role in ensuring that the implementation of the Agreement goes smoothly, on alert to protect our people and fishermen.

²⁵ See the comments at the end of the article by Denis Langlois, “Miller Calls Fishing Agreement a Mess” Owen Sound Sun Times (March 14, 2013) and by Scott Dun, “Miller, Walker Condemn Payments to SON” Owen Sound Sun Times (March 14, 2013) [Exhibit “H” Tab 2]

²⁶ MPP bill Walker and MP Larry Miller, “Sports Fishers sold out by Ministry of Natural Resources: Response from MPP Walker and MP Miller” (March 12, 2013) [Exhibit “H” Tab 3]

²⁷ See “Important Announcement: Concerned Anglers to Host Session on Commercial Fishing Agreement” (April 20, 2013) [“Concerned Anglers Announcement”]; Dennis Langlois, “Small Turnout at Commercial Fishing Protest” Owen Sound Sun Times (April 26, 2013); Denis Langlois “Sports Anglers Want Fishing Agreement Reopened” Owen Sound Sun Times (April 27, 2013) [Exhibit “H” at Tab 4].

109. In response to the backlash from the agreement, Chief Kahgee and Chief Lee issued a press release defending our people and our rights. In that press release, the Chiefs wrote about our rights, the 2013 Agreement and its importance.²⁸
110. Minister of Natural Resources David Oraziatti also publically responded through a letter the editor sent to the Owen Sound Sun Times dated April 9, 2013, a copy of which is attached as Tab 6 of Exhibit “H”.²⁹ Minister Oraziatti confirmed what the SON has always known: that we have a treaty right to fish on the waters and that we were not obligated to enter into this agreement with MNR in order to exercise that right.
111. Despite the overwhelming negative public reaction by elected officials and the recreational fishing organizations, there were some non-SON individuals who spoke out in favour of the Agreement. Josh Chronzey of the Owen Sound Sun Times published an article commenting on the situation, which included a brief review of SON’s rights and the history of the negotiations. Online, some commentators reminded critics that we had a proven right to fish – a right established by treaties and affirmed by Canadian Courts only 20 years prior.³⁰ Schools invited our Chiefs to educate teachers about SON’s history and the agreement so that they could teach children in their classes about us and our rights.

²⁸ Taking the High Road: The SON/MNR Fishing Agreement” (April 9, 2013) [Exhibit “H” Tab 5 to this Affidavit]

²⁹ David Oraziatti, Minister of Natural Resources “Letters to the Editor – Both Commercial and Recreational Fisheries Can Exist” (April 9, 2013) [Exhibit “H” Tab 6].

³⁰ Josh Chronzey, “Some Context for Native Fishing Agreement” (March 14, 2013) Owen Sound Sun Times. online at <<http://www.owensoundsuntimes.com/>>. [Exhibit “H” Tab 7 to this Affidavit].

112. On April 22, 2013, Chief Kahgee, Chief Lee and Minister Orazietti participated in a ceremonial signing of the Agreement – reaffirming SON and MNR’s commitments to the principles contained within it. A copy of their signatures in reaffirmation of the 2013 Agreement is attached to this affidavit as Exhibit “I”. After the ceremony, Minister Orazietti repeated his already publically expressed opinion that SON did not need to enter into the agreement because of our treaty and aboriginal right to fish in our traditional territory.³¹ Chief Lee commented on the importance of Minister Orazietti’s statements about SON rights, stating that “We’ve never heard that kind of commitment, those kinds of acknowledgement of our rights.”³²
113. On that same day, a “peaceful protest” against the agreement was organized by non-native recreational fishers. In addition, some recreational fishing groups organized a “town hall style, non-confrontational information meeting”³³ for the following day, where calls were made for MNR to reopen the agreement.³⁴ Most recently, the Mayor of Georgian Bluffs has written to Minister Orazietti asking that the agreement be re-opened and amended.
114. The public outcry over the 2013 agreement was reminiscent of public reaction in 1993 to *Jones and Nadjiwon*. General threats of violence were made, although thankfully no one was injured or attacked. However, there are signs that we have moved forward. Non-SON individuals have stepped up in defence of our rights. Some members of the public have taken steps to learn about

³¹ Scott Dunn, “Minister, SON chiefs say fish deal a new chapter” Owen Sound Sun Times (April 22, 2013) [Exhibit “H”, Tab 8].

³² *Ibid.*

³³ Concerned Anglers Announcement, *supra* note 27 [Exhibit “H” Tab 4].

³⁴ Langlois “Sports Anglers Want Fishing Agreement Reopened, *supra* note 27 [Exhibit “H” Tab 4].

our history. Ontario has also publicly, for the first time, acknowledged our aboriginal and treaty rights in our traditional territory, confirming we are not required to enter into any agreement about the commercial fishery but rather are obligated to protect it.³⁵

8. Summary – SON’s Fight to Protect Its Fishery

115. Since the time of contact, and the beginning of the encroachment of settlers and industry on our lands and waters, our fishery has been under attack. Most recently, we have been criticized by elected officials for exercising our rights. We have had to make great efforts to protect our fishery, and who we are, from being wiped out entirely. Now we are facing the difficult task of rebuilding our fishery. We had hoped, and put our efforts into our Agreement with Ontario so that it could be the foundation of our effort to finally rebuild our fishery and restore it to its central place in our economy and culture. For example, we have created a business development office to work with Ontario and other agencies to create a vertically integrated fishery.

116. These efforts are ongoing and, properly implemented, will bring to fruition the obligations and commitments contained in the 2013 Substantive Fishing Agreement. At the very time that SON secures an agreement that would properly protect our waters and the fishery, however, another arm of government seeks to undo it all by building, transporting and burying nuclear waste several hundred meters from the shores of Lake Huron though the construction of a project that

³⁵ See Minister Oraziotti’s comment that SON, who has “unfettered” rights, “voluntarily” negotiated with Ontario out of concern for the long-term sustainability of the fishing resource: Denis Langlois, “Minister Praises SON For Negotiating Fishing Agreement” Owen Sound Sun Times (April 18, 2013) [Exhibit “H” Tab 9].

is unprecedented in Canadian history. SON should not have to endure further encroachment or attacks on our rights and our territory. Those days have long since passed. The 2013 Agreement is an important milestone agreement whose very implementation is now threatened by the DGR.

III. SON'S OTHER EFFORTS TO PROTECT THE FISHERY

117. What I have described above is our decades' long fight to have our rights recognized and build a new foundation for our fishery through negotiated agreements.
118. However, SON has fought to protect our rights and fishery on other fronts. Over the last fifteen years, SON has made tremendous effort, spent millions of dollars and devoted countless hours to protect the waters, fish and fish habitat in Lake Huron and Georgian Bay, through legal action, participation in numerous regulatory proceedings and sponsorship of scientific research initiatives. I will briefly describe these efforts in the paragraphs that follow.
119. In January 2013, community members noticed a shore well being constructed that was harmful to fish habitat. SON obtained an injunction to prevent the harm that was occurring. We then entered into negotiations with the Conservation Authority to create a better relationship to ensure that the resource was protected. We have attempted, as part of this effort, to engage the Department of Fisheries and Oceans ("DFO") in order to better protect fish habitat in our traditional waters. Most recently, SON has sent a letter to DFO Minister Shea expressing concern about SON's relationship with DFO and our attempts to reach a relationship agreement with DFO. Our struggle and difficulties to engage with DFO are set out in a letter recently sent by our Chiefs. It is annexed as Exhibit "J". As of the date of the swearing of this affidavit, we have not received a response from the Minister.

120. SON has been consistently and actively involved in the regulatory review of many different industrial developments in our Traditional Territory that could threaten our fishery. We have pushed for scientific and environmental study of the resource, in order that good and precautionary decisions can be made to allow only responsible developments and to mitigate any dangers that those developments might pose.

1. The Bruce Nuclear Site and Bruce Power Inc.

121. Many of these efforts have focused on the operations of Bruce Power and developments at the Bruce Nuclear Site – the site on which OPG now proposes to build its DGR Project. This area is particularly important to the SON fishery because it is close to and influences critical fish spawning areas within Lake Huron.

122. Over the last many years, SON has had a central role in the review of proposed developments and initiatives relating to Bruce Power, including:

- a. In 1997, an environmental assessment was carried out for a used fuel dry storage facility at the Bruce Nuclear site. SON went to the hearings and challenged the science and conclusions of OPG and others respecting the interaction of the facility with Lake Huron and the aquatic environment. As a result of our voice, a new research program was initiated to look at the question of Whitefish interaction with Nuclear Generating

Stations. This study was called “WINGS”. Its history is described in a Final Report by Holes & Noakes, in 2002.³⁶

During the Bruce Nuclear Used Fuel Dry Storage Environmental Assessment (BUFDS EA) review process in 1997, representatives of the Chippewas of Nawash First Nation expressed concern about the monitoring of lake whitefish in Lake Huron as part of the overall Bruce Nuclear environmental monitoring program conducted by Ontario Power Generation (OPG 1990). These concerns predate the BUFDS EA process and derive partly from the fact that the single largest component of the Nawash commercial fishery to which they have an established Treaty right (Walters 1988), the harvest of lake whitefish, is from the eastern Main Basin of Lake Huron, where Bruce Nuclear Power Development (BNPD) is located (OPG 1990)....The health of the ecosystem and the whitefish population(s) it supports in the vicinity of the BNPD are of fundamental importance to the health and economic viability of the Nawash community (OPG 1990) and other users of fisheries resources in Lake Huron.

In response to these long-standing concerns about the effects of the BNPD on the fishing industry and the Lake Huron ecosystem near the Bruce Peninsula, a 3-year collaborative effort to jointly review the available scientific information on the ecology and population dynamics of both lake whitefish and round whitefish in Lake Huron was initiated in 1999. The project was conducted by the University of Guelph with field support from the Chippewas of Nawash and is funded by OPG and since 2001 Bruce Power (BP), which leased the Bruce A and B generating facilities from OPG.

- b. In 2002, Bruce Power initiated an environmental assessment respecting its intention to restart two of its reactors (Units 3 and 4) after their refurbishment. In reviewing the application and review documents by CNSC, SON was extremely concerned about the manner in which ecological effects on lake whitefish and the results of the WINGS Project were being ignored. SON filed detailed submissions critiquing the work of Bruce Power and CNSC, and attended the one-day hearing into the screening report in Ottawa

on December 12, 2002. At those hearings, Nawash Chief, the late Ralph Akiwenzie, along with our biologist Dr Steve Crawford, made the case that the science behind the application was lacking and did not address SON concerns. Ultimately, the Commission made the decision that the application would not go to a fuller review and that the interests and concerns of SON could be addressed through a follow-up monitoring program as a condition of the approval. The Lake Huron Whitefish Follow-up Monitoring Program was initiated, and for a time, SON and its researchers were deeply involved in its work. However, as time went on, it became apparent that the direction research was going would not answer the key questions that SON had about the impact of the Bruce Nuclear facility on the total ecology of Lake Huron, and specifically, questions about populations of lake whitefish and the impacts on those various populations.

- c. In 2006, Bruce Power began its application to build four new nuclear reactors at the Bruce Nuclear Complex. SON engaged in a lengthy consultation and accommodation process with the federal Crown, represented by the Canadian Nuclear Safety Commission (the “CNSC”) to ensure that the project would be reviewed to the highest possible standards under Canadian law, and that the review would focus on the potential impacts of the project on SON Rights, interests, and way of life. The Joint Panel Review Agreement for that project identified SON specifically as having a unique interest in the territory and the project.³⁷ It went further to set out a new mandate for the panel to

³⁷ A copy of the JRP Agreement on the New Nuclear Power Plant Application is annexed hereto as Exhibit “K”.

consider and take evidence on the potential impacts of the project on SON Rights and interests to support ongoing consultation efforts between SON and the Crown. The Agreement is attached here as “K”. During the environmental assessment of the project, SON engaged experts both external and from within our community, as well as academic reviewers and legal support to review Bruce Power’s application. SON representatives continued to meet with the CNSC to participate in a collaborative review of the application, all with the goal of identifying potential impacts on SON rights and the fishery. The project to build the four new reactors was subsequently abandoned by Bruce Power.

- d. In 2008, Bruce Power was required to seek a licence for the refueling and restarting of two refurbished reactors. Again, SON made detailed submissions at the CNSC hearings emphasizing, in part, that the ongoing impacts of the facility on the fish and fish habitat of Lake Huron. In particular, SON pointed out its repeated complaint, first made in response to the inadequate follow up monitoring program described above, that the work that Bruce Power was doing in monitoring its entrainment and impingement effects were meaningless without an understanding of the nature of the whitefish populations in Lake Huron. As a result of our submissions, the CNSC imposed on Bruce Power a requirement that it undertake studies that would satisfactorily answer the questions and concerns of SON.

123. Following from the decision of the CNSC panel, SON engaged directly with Bruce Power to negotiate the terms of an agreement to carry out a collaborative study to answer five key

questions respecting the impacts of the facility on the Lake Huron Whitefish, and in particular set out a first of its kind course of study on understanding populations of the Lake Whitefish in Lake Huron so that impacts from contaminants, radiation, thermal changes, and entrainment and impingement could finally be understood. An agreement was concluded in May 2011. The study is referred to as the Collaborative Lake Whitefish Research Program and is being led by SON and Bruce Power with the University of Guelph and McMaster University.

2. The Integrated Power Supply Plan and the “MEI Agreement”

124. In 2007, the Ontario Power Authority proposed a new energy plan for Ontario referred to as the Integrated Power Supply Plan (the “IPSP”). Included in that plan were proposed developments that would have tremendous adverse impacts on SON’s rights and interests, including direct impacts on our fishery. Most importantly, the IPSP called for the continued and potentially increased reliance on nuclear power at the Bruce Nuclear Site, as well as the development of offshore wind development in the waters off the coast of Lake Huron and within SON Traditional waters.

125. The IPSP had identified our Traditional waters, and the coast of our Traditional lands adjacent to those waters as the best possible sites for the development of onshore and offshore wind. These areas surrounded our historical fishing islands and were situated very close to important lake whitefish spawning grounds.

126. Because of potential for adverse impacts caused by such developments, SON became deeply involved in the Ontario Energy Board review of the IPSP. Again, SON was forced to devote

significant time and resources to understand and challenge government plans that threatened our fishery. Again, we were required to engage lawyers and external experts, as well as devote countless hours of the time of our Councilors and Chiefs to take up the reviewing and challenging the plan.

127. In late 2008, in an effort to negotiate an agreement on how the developments called for in the IPSP would be reviewed, approved and developed, SON engaged the government of Ontario, represented by the Ministry of Energy and Infrastructure, in negotiations to conclude an accommodation agreement. Negotiations were conducted over seven months in the summer and fall of 2009. An agreement was signed between SON and MEI in January, 2010 (the “MEI Agreement”).

128. The MEI Agreement sets out many provisions for the protection of SON Territory and calls for engagement between SON and Ontario on energy related planning and development decisions.

129. The MEI Agreement specifically refers to the off-shore wind development and states that no decisions that would permit the development of off-shore wind until an extensive consultation process with SON was undertaken. It states that:

Prior to any government decision which would permit renewable energy development in SON Traditional waters, the Parties agree to establish a consultation process to address the matter, including consideration of: the findings of the Natural and Cultural Values study as they might be relevant to a proposed Project in SON Traditional waters; a determination of adverse effects or impacts

on SON Rights; and Special measures to mitigate adverse effects or impacts on SON Rights.³⁸

130. Shortly after the signing of the Agreement, the Government of Ontario announced a moratorium on the development of off-shore wind.

131. The MEI Agreement also specifically addresses decisions regarding nuclear developments within the Territory and recognizes that these must be addressed and that Ontario and others must come to the table with SON to resolve them. It states:

33. SON has expressed concern about the history, current operations and future of the Bruce Nuclear site. The Parties agree that the resolution of these issues is complex and will require the participation of multiple parties, including SON, Ontario, Canada, Bruce Power, Ontario Power Generation and the Nuclear Waste Management Organization based on their respective authorities and roles.

34. The Parties recognize that a consultation and accommodation process is the appropriate mechanism for addressing the future of nuclear projects and facilities in Anishnaabekiing and that the process may include consideration of concerns relating to existing projects.

35. The Minister agrees to be a party to a consultation and accommodation process established between SON, Canada and other federal agencies around the future of nuclear projects and facilities in Anishnaabekiing, focused on those matters for which Ontario has jurisdiction, responsibilities or a role in decision-making.³⁹

132. From our perspective, the current decisions being made by the governments of Canada and Ontario, as well as OPG and NWMO, are all the kinds of decisions contemplated by the MEI Agreement. The actions now being considered with respect to the DGR Project fall squarely within our agreement, and must be dealt with as agreed and in an honourable manner. This is

³⁸ MEI Agreement, section 31.

³⁹ MEI Agreement, supra.

especially so given the huge potential impacts of the DGR Project on our fishery and rights. This has not yet occurred, and all of these parties are proceeding to make decisions without our involvement and without any proper process or accommodation of our rights, interests and culture.

THE DGR AND THE THREAT TO THE SON FISHERY

133. All of the efforts I have described above were done to ensure that the waters, fish and fish habitat that we have relied on for our livelihood since time immemorial would continue to be able to sustain us. For our people, it has been one long fight against the constant encroachment and industrialization of our lands and waters, and the devastating effect this has had on the resource and our people's ability to exercise our rights to fish.
134. As I have explained, since time of contact and the beginning of the encroachment of settlers and industry on our lands and waters, our fishery has been under attack. We have had to make great efforts to protect it from being wiped-out entirely. Now we are facing the difficult task of rebuilding our fishery, but we are always on the back foot. We had hoped and put our efforts into our 2013 Substantive Fishing Agreement with Ontario so that it could be the foundation of our effort to finally rebuild our fishery and restore it to its central place in our economy and culture. We have invested in efforts to protect the resource through legal action, involvement in regulatory review and scientific research. And we have trusted in our MEI Agreement with Ontario to set out key protections against energy related industrial developments that could endanger the resource.

135. But now we have a new and potentially devastating project to contend with: OPG's DGR Project. We have heard that this project, if approved, poses many different kinds of threats to our fishery. The impacts of the DGR will be permanent, impacting our people and the fishery forever. And all of this is being done by a corporation of the Ontario Government—the same government that has entered into many agreements with us to help us protect our fishery.
136. Since we learned of OPG's plans to build the DGR at the Bruce Power site within our Territory, we have been trying to understand the project, and the threats it could pose to our rights, interests and way of life.
137. We have had many meetings of our leadership, communities and experts to try to understand what dangers it may pose. We have engaged world-class nuclear experts with deep experience in the development and regulation of nuclear projects, including nuclear waste repositories. These experts have reviewed all the information provided by OPG in their environmental impact statement and all of its support documents. Our experts and our team have visited the Bruce Nuclear Site to see the specific site proposed for the DGR. We have had many workshops with our experts, leadership, and community members to try to understand the Project.
138. We do not yet know all the dangers this project proposes, and we do not believe that OPG or NWMO or anybody else does either. But we do know that there are critical concerns that have not been fully addressed by OPG, and some that have not even been considered by OPG in any meaningful way.

139. Our experts have told us that the DGR Project is a “first of its kind” project, and because of this it is untested and many unknowns remain. Only a few underground repositories for nuclear waste have been built around the world. Even fewer have been used to store the “intermediate level” nuclear wastes that OPG has planned to place in the DGR Project. We are also told that no repository has been put into the kind of rock formation found under the Bruce Nuclear site. We have heard that of the few repositories that have been developed, some, like the ASSE II in Germany, are experiencing significant and dangerous problems. And all are so new that we do not know what kinds of problems might develop.
140. We also understand that OPG does not yet understand all the impacts that the construction and operation of the DGR Project could have on the fish and fish habitat. There are unanswered questions about run-off from the rock pile that will be created from the excavated rock and how this could affect the waters around the facility. There is poor understanding of the effect of the extensive blasting that will be required to build the facility and what impact this might have on fish. OPG has not considered at all the impacts on fish populations, nor do they have the ability to do so. As I explained above, SON is only now undertaking research that could lead to answers on these kinds of questions. Finally, OPG has not fully explained how it will gather information about the site to confirm its assumptions about the rock and its predictions on how the likely the risk of dangerous failures and leaks.
141. All of these shortcomings have caused our people significant stress, anxiety and fear – we simply do not know what the dangers of this project are. We are being asked to trust OPG and its science, and take on all the risk that they are right that the DGR Project will not cause significant impacts to our environment, fishery and, ultimately, our way of life.

142. An issue of great concern to us is that OPG has completely ignored a critical impact that the DGR will have on our Rights and our fishery. That is, that the DGR will cause a “stigma” that has the potential to devastate a local food economy, like our commercial fishery.
143. Stigma has been explained to us as a negative emotional judgment that forms about a place or thing and changes peoples’ behaviour. Stigma is quite often developed around nuclear facilities and, in particular, around nuclear waste projects, partly because these projects are difficult to understand and partly because media like to exaggerate any nuclear incident, no matter how small. We understand that it is extremely difficult, often impossible, to eliminate a stigma once it’s created.
144. As I understand this, even if there is no accident or malfunction at the DGR Project, the consequences of building a DGR at the Bruce Site could be devastating to our fishery. The mere existence of such a facility is enough. Even worse, any time a nuclear accident happens anywhere in the world, people will become more afraid of the DGR. The stigma will grow and our fishery will suffer even more, and there is nothing that OPG or Bruce Power could do about it. We are told that food economies are particularly sensitive to stigma and that there are examples from around the world where food economies have been seriously harmed, and even devastated, because of stigma.
145. We are told that two DGR projects planned for other places in the world (Yucca Mountain, Nevada, US and Cumbria County, UK) were ultimately rejected because of the potential for stigma to kill local economies. We are told that these other projects happened recently and that there is a very large amount of research available about these projects, but that OPG did not

consider any of this information in its submissions about the DGR. We do not understand how so much relevant information could be ignored by the very people who are asking for our trust and confidence.

146. We are also told that OPG did not even mention the protests and hearings that occurred when it tried to ship contaminated steam generators through the Great Lakes in 2010. I was at these hearings and remember how many people said they were afraid and that the risks were too great. We also understand that the amount of radioactive material in each generator was very small, especially compared to how much waste OPG wants to store in the DGR. We don't understand how OPG could say there is no risk of stigma from the DGR and nuclear waste after seeing the public reaction to the steam generators.

147. We are also troubled by what our experts tell us about OPG's analysis of stigma. Our experts tell us that OPG made many errors in its analysis and yet somehow still concluded the risk of stigma was minimal. We understand that OPG asked questions that were biased and surveyed very few people. We understand that OPG tried to measure potential stigma by surveying people who already live in the area, even though these people have an economic interest in the DGR Project and so are obviously biased.

148. We also understand that OPG made no effort to disclose or discuss any of the limitations of its analysis of stigma. Our experts tell us that OPG's conclusion of minimal stigma is different from what has happened at virtually all other nuclear waste projects, but that OPG does not even mention this fact. Instead, OPG did a very poor analysis of stigma and just concluded that the risk of stigma would be minimal.

149. These problems are compounded because of another nuclear waste management plan to build a DGR for all of Canada's spent nuclear fuel waste. This is a project being carried out by the NWMO. There is growing evidence that the spent nuclear fuel repository is likely to be developed at or near the Bruce Nuclear site.⁴⁰ Already all of the 5 local municipalities around the Bruce Nuclear Site, all within the SON Traditional territory, have engaged with NWMO to become the hosts for a new DGR for all of Canada's used nuclear fuel.
150. Our people do not believe that these two plans are unrelated. Rather, our people believe that OPG's DGR plan is only the beginning – a project to test the area for the used fuel DGR and to get local people comfortable with the idea.
151. We have sought assurances from government and NWMO and OPG that the spent fuel DGR would not be developed within SON Territory over our objections, but we have been rejected.
152. We have been told that this plan is not certain, and that nothing has yet been decided. But we have been given no assurances at all that we would have a say in this.
153. We also know that the possibility that another DGR for spent fuel will be built in our Territory, and the media attention and confusion surrounding the two projects together will only add to the potential stigma, as people will continue to be confused about what is going into the “nuclear waste dump” in our territory and likely assume the worst.

⁴⁰ Much of this evidence is detailed in various SON correspondence and submissions annexed hereto as Exhibit “L”.

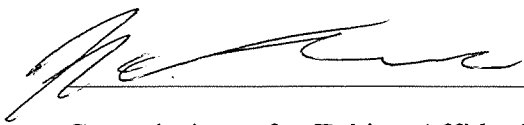
IV. THE CONTINUING HISTORY OF BROKEN PROMISES

154. There are many ways in which the DGR Project threatens our commercial fishery, which, as I have explained, is the way our people have made a living since time immemorial. It has the potential to deal a fatal blow to our fishery and our aboriginal and Treaty rights. These questions have not yet been adequately understood or even studied by OPG.
155. From the perspective of our people, government and their corporations are once again taking unilateral action that will further damage or even kill our fishery. It is a continuation of the long and terrible history that we have been fighting against since the time of settlement. It could undermine all of the efforts that we have made in the last many decades to protect and reestablish our fishery and return it to a central place within our culture and economy.
156. These actions by the Ontario government's corporation could also undermine the agreements that SON and Ontario have made together. Ontario and SON have concluded four separate agreements that speak to and are designed to protect our rights, including those in the fishery, and to include us in decision making on projects that could negatively impact those rights. A

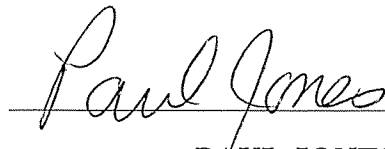
course of action that again allows OPG to make unilateral decisions about the future of our Territory and our rights is not only a broken promise but a broken legal commitment.

157. No decision should be made that would allow OPG to proceed with its DGR Project in a way that goes against our rights and agreements. This would not be fair, legal or honourable. The only proper way forward to protect SON Rights, interests and way of life is for Ontario and OPG to reconsider the plan for the DGR Project, understand all the dangers posed to SON rights and interests, and include SON in the ultimate decisions these critical decisions.

SWORN BEFORE ME at the)
City of Toronto, in the)
Province of Ontario)
this 5th day of August, 2013)
)



Commissioner for Taking Affidavits
LSUC # 609745

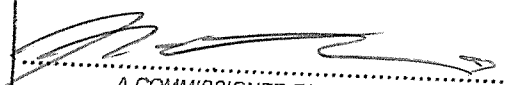


PAUL JONES

EXHIBIT “H”

CEAA Registry Reference No. 06-05-17520

This is Exhibit H referred to in the
affidavit of Randall Kahsee
sworn before me, this 1st
day of August 2013



A COMMISSIONER FOR TAKING AFFIDAVITS

**Saugeen Ojibway Nations' Application for a Determination on
the Scope of Review of OPG's DGR Project and the Inclusion of a
Project for the Long-Term Management of High Level Nuclear Wastes**

**August 9, 2012
Toronto, Ontario**

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I. OVERVIEW

1. The environmental impact statement (“EIS”)¹ submitted by the Proponent Ontario Power Generation Inc. (“OPG”) with respect to the proposed deep geologic repository (“DGR”) for low and intermediate level radioactive waste (the “DGR Project”) fails to consider a project for the disposal of used nuclear fuel within the Study Area as a cumulative effects project and is therefore fundamentally deficient.
2. The governing law,² the EIS Guidelines for the DGR Project³ and this Joint Review Panel’s own terms of reference⁴ all require that a full “cumulative effects analysis” be undertaken as part of the environmental assessment of the DGR Project. It was incumbent on OPG to ensure that all projects—certain, reasonably foreseeable and, where appropriate, hypothetical—that could result in cumulative environmental impacts when combined with the DGR Project were included in the EIS and thus could be assessed by the Joint Review Panel (“JRP” or the “Panel”).
3. In its analysis of potential cumulative effects in the EIS, OPG failed to include any discussion or analysis of a deep geological repository for used nuclear fuel (also referred to as high-level waste (“HLW”)) or other project for the disposal of used nuclear fuel (“HLW DGR Project”). Yet an HLW DGR Project is a

¹ *OPG’s Deep Geologic Repository Project for Low & Intermediate Level Waste: Environmental Impact Statement* (dated March 2011, filed April 2011) (“EIS”).

² The relevant statutory provision is Section 19(1)(a) of the *Canadian Environmental Assessment Act*, S.C. 1992, c.37 (the “Act”). Under recent revisions to the *Act*, the section that addresses the need for an analysis of cumulative effects has been renumbered as Section 19(1)(a) from the previous Section 16(1)(a). The revised *Act* contains no substantive changes with respect to how a cumulative effects analysis is to be undertaken.

³ *Guidelines for the Preparation of the Environmental Impact Statement for the Deep Geologic Repository for Low- and Intermediate-Level Radioactive Wastes* (January 2009) (“EIS Guidelines”).

⁴ *Terms of Reference to the Agreement to Establish a Joint Review Panel for the Deep Geologic Repository Project by Ontario Power Generation Inc. Within the Municipality of Kincardine, Ontario Between the Minister of the Environment and the Canadian Nuclear Safety Commission* (January 26, 2009, as amended August 3, 2012) (“JRP Terms of Reference”).

“reasonably foreseeable” future project and as such its inclusion in the cumulative effects analysis is mandated by the *Act*, by relevant Canadian Environmental Assessment Agency (“CEAA”) policy and practice directives, by the EIS Guidelines for this DGR Project and by the JRP’s own terms of reference.

4. There is ample evidence to demonstrate that the construction and operation of an HLW DGR Project at the Bruce Nuclear site, or within the Study Area, is a reasonably foreseeable project. Accordingly, OPG’s failure to include consideration of an HLW DGR Project in the cumulative effects analysis constitutes a fundamental deficiency in the EIS, materially comprises the review and precludes the Panel from fulfilling its mandate.
5. This is a preliminary matter that must be addressed prior to any further steps in this review being taken and prior to the close of the technical review period. OPG must be given specific direction to amend its EIS to include consideration of an HLW DGR Project and provide full consequential data and analysis.
6. The Panel may wish to order other procedural steps as may be required in order to permit OPG to amend its EIS and to allow the Panel, intervenors, government reviewers and agencies to consider the amended EIS and resume this review.

II. FACTS AND BACKGROUND

7. The Nuclear Waste Management Organization (“NWMO”) is mandated under the *Nuclear Fuel Waste Act* (“*NFWA*”) to develop, propose to government and implement a long-term project for the management of nuclear fuel wastes currently stored in interim storage facilities throughout Canada.⁵
8. The *NFWA* was a legislative initiative recommended as a result of the federal environmental assessment of a “Concept for Disposal of Canada’s Nuclear Fuel

⁵ *Nuclear Fuel Waste Act*, S.C. 2002, c.23, section 6.

Waste” proposed by Atomic Energy of Canada Limited (“AECL”). In February 1998, the Panel for that review issued its *Report of the Nuclear Fuel Waste Management And Disposal Concept Environmental Assessment*, commonly referred to as the Seaborn Panel Report.⁶ The Report made a number of key findings and recommendations, including:

- a. The concept proposed by AECL, deep geological disposal in the plutonic rock of the Canadian Shield, while technically feasible, had not been demonstrated to be safe from a social perspective, and had not been demonstrated to have public support.
 - b. A robust approach would need to be developed for building and demonstrating public support for the concept, and demonstrating safety from a social perspective.
9. Under the *NFWA*, NWMO was required to submit an approach, among others, based on the recommendations of the Seaborn Panel Report. Section 12(2)(a) of the *NFWA* requires the development of an approach based on:
- [D]eep geological disposal in the Canadian Shield, based on the concept described by Atomic Energy of Canada Limited in the Environmental Impact Statement on the Concept for Disposal of Canada’s Nuclear Fuel Waste and taking into account the views of the environmental assessment panel set out in the Report for the Nuclear Fuel Waste Management and Disposal Concept Environmental Assessment Panel dated February 1998.⁷
10. In 2005, NWMO recommended an approach of Adaptive Phased Management leading to “centralized containment and isolation of the used fuel in a deep geological repository in a suitable rock formation, such as the crystalline rock of

⁶ *Report of the Nuclear Fuel Waste Management and Disposal Concept Environmental Assessment Panel*, Nuclear Fuel Waste Disposal Concept Environmental Assessment Panel (February 1998) (the “Seaborn Panel Report”).

⁷ *NFWA*, *supra* note 5 at s.12(2)(a).

the Canadian Shield or Ordovician sedimentary rock.”⁸ The Government of Canada accepted this recommendation on June 14, 2007.⁹

11. In May 2010, NWMO issued its process for the identification of a site for a deep geological repository for used nuclear fuel, entitled “Moving Forward Together: Process for Selecting a Site for Canada’s Deep Geological Repository for Used Nuclear Fuel” (the “Site Selection process”). That document sets out the key aspects of NWMO’s Site Selection process, including: (1) seeking an informed and willing host community; (2) focus on nuclear provinces; and (3) that the siting process must be led by interested communities. On this last criteria, the NWMO states specifically that “the steps in the siting process must be driven or triggered by communities expressing interest in exploring their potential suitability as host.”¹⁰ In May 2010, NWMO announced that it had begun implementation of its Site Selection process.

B. The Proposed DGR Project

12. OPG has submitted an EIS for the review of a proposal to prepare a site for, construct and operate a deep geological repository at the Bruce Nuclear site on the shore of Lake Huron, Ontario. The DGR Project is intended to be a repository for low and intermediate level radioactive wastes that are currently stored in an interim facility, the Western Waste Management Facility, at the Bruce Nuclear site. The DGR Project will also be the repository for similar wastes that will be produced from the continued operation of the OPG-owned nuclear generating stations at Bruce, Pickering and Darlington.

⁸ *Choosing a Way Forward: The Future of Management of Canada’s Used Nuclear Fuel, Final Study*, Nuclear Waste Management Organization (November 2005) at 44.

⁹ *Moving Forward Together: Process for Selecting a Site for Canada’s Deep Geological Repository for Used Nuclear Fuel*, Nuclear Waste Management Organization (May 2010) (“Moving Forward Together”) at 5 (attached as Exhibit A).

¹⁰ *Id.* at 18.

13. OPG's proposal, as described in the EIS, includes the site preparation, construction, operation, decommissioning and abandonment of above-ground and below-ground facilities. Planned operations include activities required to operate and maintain the DGR facility, including the transfer of waste from the existing interim storage facility and the receipt of waste at the DGR, the emplacement of wastes in rooms within the DGR and the closure of these rooms.
14. Although not included in OPG's EIS, the proposal requires the continued transportation of radioactive wastes from OPG-owned generating facilities at Pickering and Darlington to the interim Western Waste Management Facility at the Bruce Nuclear site, as well as the continued processing of these wastes at that facility prior to transfer to the DGR.¹¹
15. The Bruce Nuclear site currently houses two operating nuclear stations, Bruce A and Bruce B, comprised of eight nuclear reactors and associated facilities. The site also houses the Western Waste Management Facility, the Western Used Fuel Dry Storage Facility, the Douglas Point nuclear reactor and related radioactive waste storage site, an on-site landfill, two Heavy Water Production plants (currently being decommissioned) and various water supply and processing facilities, as well as numerous administrative and support buildings.¹²

C. This Joint Panel Review and OPG's EIS

16. In December 2008, the Minister of the Environment and the Commissioner of the Canadian Nuclear Safety Commission entered into an Agreement to Establish a Joint Review Panel.¹³ Joint Panel Agreement requires that a thorough analysis of

¹¹ EIS, *supra* note 1 at s. 1.2.3.

¹² *Id.* at s. 10.4.1.

¹³ *Agreement to Establish a Joint Review Panel for the Deep Geologic Repository Project by Ontario Power Generation Inc. Within the Municipality of Kincardine, Ontario Between the Minister of the Environment and the Canadian Nuclear Safety Commission* (dated January 26, 2009, amended August 3, 2012).

cumulative environmental effects is completed as part of the environmental assessment of the DGR Project. The Terms of Reference appended to the Joint Review Panel Agreement, at Part IV(a), state that “[t]he Review will include a consideration of . . . any cumulative environmental effects that are likely to result from the Project in combination with other projects that have been or will be carried out.”

17. In addition to providing the terms of reference for the Panel, the Joint Panel Agreement, at Section 4(1)(c) instructed that “[t]he JRP shall conduct the Review in accordance with the Terms of Reference . . . in a manner that permits it to obtain information and evidence about the adverse effects the project may have on potential or established Aboriginal rights, title or treaty rights as identified to the JRP by the [Saugeen Ojibway Nations (“SON”)] and enables it to bring any such information and evidence to the attention of the Minister of the Environment and the Responsible Authorities for the Project in support of consultation between the Crown and the SON.”¹⁴

18. In January 2009, CEAA and the Canadian Nuclear Safety Commission (“CNSC”) issued EIS guidelines to OPG to guide the preparation of its EIS for the DGR Project. As discussed further in paragraphs 65-66, *infra*, Section 14 of the EIS Guidelines requires OPG to identify and assess the cumulative adverse and beneficial environmental effects of the DGR Project in combination with other past, present or reasonably foreseeable projects and/or activities within the study area, as required by the *Act*.¹⁵

¹⁴ *Id.* On August 3, 2012 a notification was posted on the CEAA Registry that the JRP Agreement had been amended to reflect recent legislative changes to the *Act*. Changes include (1) modification to the acceptance and approval structure of the Panel’s final report, and (2) fixed time periods for the completion of the Panel’s final report and Minister’s approval. Changes to the Agreement included modifications to s. 4(1)(c) respecting the Panel’s mandate in the current review were not required as a result of amendments to the *Act* and were made without any prior consultation with or communication to SON.

¹⁵ EIS Guidelines, *supra* note 3 at s. 14.

19. In April 2011 (although dated March 2011), OPG submitted its EIS for the DGR Project for consideration by the Joint Review Panel. Section 10 of the EIS addresses cumulative effects and identifies those projects for which OPG has undertaken a cumulative effects analysis in relation to the DGR Project. OPG included in its cumulative effects analysis a number of projects that are either “certain/planned” or “reasonably foreseeable” (Table 10.4-1):¹⁶

- a. The decommissioning of Bruce A and Bruce B nuclear stations
- b. Refurbishment of the Bruce B nuclear station
- c. Transfer of radioactive wastes from the RWOS1 facility to the Western Waste Management Facility (“WWMF facility”)
- d. Upgrades to the WWMF facility
- e. Expansion of the Western Used-Fuel Dry Storage Facility
- f. Transfer of fuel to a Long Term Repository
- g. Construction of a DGR for Decommissioning Waste
- h. Various smaller infrastructure projects on site

20. Regarding the DGR for Decommissioning Waste at the Bruce Nuclear Site, OPG states in the EIS that:

The decommissioning waste from OPG-owned or operated reactors will, at some point in the future, be relocated to a suitable long-term management site. The long-term management of decommissioning waste is not expected to start before 2050. Although no site has been identified, the DGR Hosting Agreement includes provision for decommissioning waste to be placed in the DGR Project and the EIS guidelines stipulate that consideration of placing decommissioning wastes in the DGR be included in the cumulative effects assessments.”¹⁷ OPG confirms that the DGR project site could be extended to double its capacity with no further site clearing required.¹⁸

¹⁶ EIS, *supra* note 1 at s. 10, table 10.4-1.

¹⁷ EIS, *supra* note 1 at 10-18, Table 10.4.3.

¹⁸ *Id.*

21. OPG has included in its EIS cumulative effects analysis, as a reasonably foreseeable project, the removal of used fuel currently stored at the Western Used-Fuel Dry Storage Facility and transfer to a suitable long-term storage site.¹⁹ OPG notes that NWMO is mandated to seek an informed willing host community for the long-term management site, that no such location has been yet determined and that used fuel transfer is not expected until 2035 or later.²⁰ Despite this, OPG, for the purposes of its cumulative effects analysis, supposes that the used nuclear fuel will be removed from the Study Area and concludes that, as a result of this removal, there will be a resulting net reduction of radioactivity at the site:

At some point in the future, used fuel and decommissioning wastes will be transferred to a long-term repository. The DGR is not for the long-term management of used fuel; therefore, the repository will be located off-site. Any dose will be solely from the transport of used fuel, and as the used fuel is transferred off-site, will result in net reduction of dose.²¹

22. OPG has not included as part of its cumulative effects analysis a project for the long-term storage of used nuclear fuel at the Bruce Nuclear site or within the Study Area. OPG provides no explanation or justification for this omission except for its statement that “the DGR is not for the long-term management of used fuel; therefore, the repository will be located off-site.”

D. An HLW DGR Project at the Bruce Nuclear Site

23. As discussed in Part III, *infra*, it is a legal requirement under Canadian environmental assessment law and policy that the cumulative effects of any project that is “reasonably foreseeable” be considered during the review of a proposed project. The evidence demonstrates that a project for the long-term management of used fuel wastes at the Bruce Nuclear site or otherwise within the Study Area, *i.e.*, an HLW DGR Project, is a reasonably foreseeable project.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.* at 10-37, s.10.6.4.

24. The reasonable foreseeability of an HLW DGR Project is demonstrated by the following facts:

- a. The conditions at the Bruce Nuclear site that OPG and NWMO have argued make it suitable, and operationally ideal, for the development of the DGR Project are identical to those NWMO will consider for an HLW DGR Project, are fully consistent with NWMO's Adaptive Phased Management Approach. Further, Development of the DGR Project will significantly increase the likelihood of the Bruce Nuclear site being developed as a location for an HLW DGR Project.
- b. NWMO has already commenced its consideration and screening of locations within the Study Area as a site for an HLW DGR Project through its engagement with all five municipalities within the Study Area and CNSC's consultations with those same municipalities are already under way;
- c. NWMO and OPG have steadfastly refused to provide assurances that the Bruce Nuclear site, or another site within the Study Area, would not be considered for an HLW DGR Project;

i. Bruce Nuclear Site is a Suitable Location for an HLW Project and is Consistent with NWMO's Adaptive Phased Management Approach for an HLW DGR Project

25. As part of its project justification and needs analysis for the DGR Project, OPG has set out a number of criteria that it argues makes the Bruce Nuclear site a suitable, and operationally ideal, location for the DGR Project. Section 3 of the EIS lists various factors that led OPG to propose the Bruce Nuclear site for the DGR Project. OPG argues that:²²

- a. The geology at the Bruce Nuclear site is highly suitable from a technical perspective, offering multiple natural barriers to safely isolate and contain the waste for tens of thousands of years;²³

²² *Id.* at s. 3.

²³ *Id.* at 3-1.

- b. The management facility could be safely constructed and operated at the site;²⁴
- c. The majority of the waste to be managed in the DGR Project is already stored on site at the WWMF;²⁵
- d. Reduced need for off-site transportation of nuclear waste;²⁶
- e. Location has already been a nuclear facility for 40 years;²⁷
- f. The land is owned and managed by OPG;²⁸ and
- g. Local community support, as demonstrated by the Hosting Agreement with Kincardine.²⁹

26. These same characteristics are equally applicable to the development of an HLW DGR Project and are consistent with, and virtually identical to, the screening criteria for an HLW DGR Project as set out in NWMO's Site Selection process and are fully consistent with NWMO's Adaptive Phased Management Approach.³⁰

²⁴ *Id.*, at 3-1.

²⁵ *Id.* at 3-21.

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.* at 3-7.

³⁰ The screening criteria set out by NWMO in its Site Selection process document include acceptability criteria for an HLW DGR Project that are functionally identical to those currently being promoted by OPG to demonstrate the suitability of its DGR Project including *Moving Forward Together*, *supra* note 9 at 30-35: (a) availability of land to accommodate surface and underground facilities; (b) location outside of heritage sites and protected areas; (c) meets key safety related questions: (i) are characteristics of the rock at the site appropriate to ensuring the long-term containment and isolation of used nuclear fuel from humans, the environment and surface disturbances caused by human activities and natural events? (ii) is the rock formation at site geologically stable and likely to remain stable over the very long term in a manner that will ensure the repository will not be substantially affected by geological and climate change processes such as earthquakes and glacial cycles? (iii) are conditions at the site suitable for the safe construction, operation and closure of the repository? (iv) is human intrusion at the site unlikely, for instance through future exploration or mining? (v) can the geological conditions at the site be practically studied and described on dimensions that are important for demonstrating long-term safety? (vi) can a transportation route be identified or developed by which used nuclear fuel can safely and securely be transported to the site from the locations at which it is stored?

27. OPG's assessment of the technical suitability of the Bruce Nuclear site geology is not specific to a repository for low and intermediate level nuclear wastes. Rather, OPG's analysis is generalized to its suitability for deep geological repository construction and radioactive containment. There is no indication in the EIS that there are unique characteristics of used nuclear fuel that would make the site unsuitable for an HLW DGR Project.³¹ The Panel, in its Information Requests issued to OPG on July 23, 2012, identified this issue and asked OPG to clarify whether there are technical factors that would prevent the DGR Project from being transformed into a DGR for HLW.³²
28. OPG has concluded, and seeks to demonstrate through its EIS, that the various facilities required to be constructed as part of the DGR Project could be safely constructed at the Bruce Nuclear site.³³ There is no indication that facilities for an HLW DGR Project would present unique challenges that would make the Bruce Nuclear site technically unsuitable from OPG and NWMO's perspective. As noted above, this is a key safety characteristic identified by the NWMO in its Site Selection process document.³⁴
29. OPG has relied on the fact that the majority of nuclear waste intended for the DGR Project is already on site at the WWMF in support of its preferred location at the Bruce Nuclear site.³⁵ With respect to used nuclear fuel waste, NWMO states that as of June 30, 2011, nearly one million bundles of used nuclear fuel are housed at the Bruce Nuclear site, comprising approximately 42% of all used fuel in Canada.³⁶ NWMO states that as part of its assessment criteria, it will consider

³¹ EIS, *supra* note 1 at s. 4.5.

³² Information Request Package #4 From the Deep Geologic Repository Joint Review Panel (July 23, 2012) IR# EIS 04-99.

³³ EIS, *supra* note 1 at s. 3.3.5.2. More generally, see EIS s. 4.7.

³⁴ *Moving Forward Together*, *supra* note 9 at 30-35.

³⁵ EIS, *supra* note 1 at 3-21.

³⁶ *Learning More Together: Annual Report 2011*, Nuclear Waste Management Organization (2012) at 11 (attached as Exhibit B).

factors that have the “potential to avoid or minimize effects of the transportation of used nuclear fuel from existing storage facilities to the repository site.”³⁷ In public statements, the mayors of communities already engaged with NWMO under the Site Selection process have specifically noted as a key factor in their decision to get involved that 40% of all used fuel is already at the Bruce Nuclear site.³⁸

30. OPG has not included as part of its EIS consideration of issues relating to the transportation of nuclear wastes from other OPG-owned nuclear facilities for eventual disposal in the DGR Project. OPG assumes and relies, however, upon the continued operation of the WWMF for the feasibility of its DGR Project,³⁹ including the existence of transportation routes and protocols that have been established for the delivery of nuclear wastes to the Bruce Nuclear site from other OPG-owned nuclear facilities in Ontario.

31. The OPG-owned nuclear facilities at Darlington and Pickering, together with the Bruce Nuclear facility, currently produce and store approximately 88% of all used nuclear fuel in Canada.⁴⁰ The WWMF is the only facility in Canada for the centralized storage of nuclear wastes. It is the only facility and location for which transportation routes have been developed and, from the perspective of a proponent, could be demonstrated to be “safe and secure”—a key requirement of

³⁷ *Moving Forward Together*, *supra* note 9 at 37.

³⁸ Mayor Mike Smith of Saugeen Shores states: “We have the biggest nuclear power site here in Canada in Bruce County very close to our home and about 40% of the fuel is there”, Owen Sound Sun Times, December 7, 2011 (attached as Exhibit C). Vice Deputy Mayor of Saugeen Shores, Doug Gowanlock is quoted as saying “40 per cent of Canada’s high level waste is already stored here on the Bruce Power site”, “Repository in Saugeen Shores?”, Bayshore Broadcasting, December 6, 2011 (attached as Exhibit D). Arran-Elderslie Mayor Paul Eagleson is quoted as “fully supporting” Saugeen Shores involvement in the Site Selection process and noting “40% of the nuclear waste from Ontario nuclear plants is already being stored above ground at the Bruce County site”, “More local communities to look at nuclear waste”, The Sun Times, December 7, 2011 (attached as Exhibit E).

³⁹ EIS, *supra* note 1 at s. 3.1.

⁴⁰ *Learning More Together: Annual Report 2011*, *supra* note 36 at 11.

the HLW DGR Project site selection process under the Adaptive Phased Management approach.⁴¹

32. OPG has used the fact that it currently owns the site identified for the DGR Project as a factor that supports its application.⁴² OPG has confirmed in its EIS that the current site could be expanded to double the capacity of the DGR to accommodate a DGR for other types of nuclear waste, using a DGR for decommissioning waste as an example.⁴³ While OPG has consistently stated that it will not accept used nuclear fuel waste in the DGR Project, it is clear from the EIS that the current project site could accommodate the development of a new repository project in the future.
33. A critical factor that OPG has used in support of its current application is the “community support” for the DGR Project as demonstrated by its Hosting Agreement with the municipality of Kincardine.⁴⁴ OPG has held out that such an agreement with a municipality is sufficient to demonstrate wide community support and “an informed and willing host community.”⁴⁵ As discussed in paragraphs 40 to 49, *infra*, NWMO has now engaged with all five Municipalities whose borders comprise the Study Area as part of the process to identify “an informed and willing host community” for the HLW DGR Project, a core requirement of the Adaptive Phased Management approach.⁴⁶
34. As discussed more fully below, if the DGR Project proceeds, another key criteria of the Adaptive Phased Management approach—the requirement for long-term

⁴¹ *Moving Forward Together*, *supra* note 9 at 30-35.

⁴² EIS, *supra* note 1 at 3-21.

⁴³ *Id.* at 10-18, Table 10.4-3.

⁴⁴ *Id.* at s. 3.2.

⁴⁵ *Id.* at 3-1. It must be noted that there was no legal or regulatory requirement on OPG to demonstrate, or even use the language of, a “willing host community” when developing the DGR Project—that requirement exists only for an HLW DGR Project.

⁴⁶ *Moving Forward Together*, *supra* note 9 at 16-17.

study⁴⁷—could best be demonstrated at the Bruce Nuclear site. The requirement for practical long-term study will best be satisfied at a site where there is extensive, site-specific and practical experience with nuclear waste storage and management and with the operation of a deep geologic repository. The development, construction and operation of the DGR Project at the Bruce Nuclear site will provide NWMO many years of research and data. NWMO will not gain a comparable level of study or site-specific knowledge for any other site in Canada demonstrating the suitability of the site for an HLW DGR Project.

35. In its 2005 report to government, the NWMO recommended as the preferred approach for the long-term management of used nuclear fuel the concept of Adaptive Phased Management leading to “centralized containment and isolation of the used fuel in a deep geological repository in a suitable rock formation, such as the crystalline rock of the Canadian Shield or Ordovician sedimentary rock” (emphasis added). This language was a deviation from the AECL concept considered by the Seaborn Panel, as well as a deviation from numerous historical reports which all concluded that the preferred location for a deep geological repository for used nuclear fuel would be the plutonic rock of the Canadian Shield.⁴⁸ These include: (1) a 1974 report of a committee formed by AECL, Ontario Hydro and Hydro-Quebec;⁴⁹ (2) the 1977 Hare Report;⁵⁰ and (3) the 1978 Ontario Royal Commission on Electrical Power Planning (the Porter Commission).⁵¹

36. The recommendation to include “Ordovician sedimentary rock” proposed by the NWMO also differs from the language of the *NFWA*, which in section 12(2)(a) specifically requires development of an approach based on: “deep geological

⁴⁷ *Id.*, at 31. See also, *Choosing a Way Forward*, *supra* note 8 at 44, s. 13.2, Chapter 15.

⁴⁸ Seaborn Panel Report, *supra* note 6 at s.1.1.2.

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.*

disposal in the Canadian Shield, based on the concept described by Atomic Energy of Canada Limited in the Environmental Impact Statement on the Concept for Disposal of Canada's Nuclear Fuel Waste and taking into account the views of the environmental assessment panel set out in the Report for the Nuclear Fuel Waste Management and Disposal concept Environmental Assessment Panel dated February 1998.”⁵²

37. The Bruce Nuclear site is not situated within the Canadian Shield. Rather, the geological formation of the area includes the Ordovician rock formation. OPG proposes to construct its DGR Project within those Ordovician layers.⁵³ The NWMO, by recommending a modification of the historical approach adopted by Canada to specifically include consideration of these Ordovician layers, has opened the door for the consideration of the Bruce Nuclear site for a HLW DGR Project. This change removed the only significant obstacle that could foreclose the Bruce Nuclear site becoming the site for an HLW DGR Project.
38. Additionally, if the DGR Project is approved and constructed, it will greatly increase the likelihood that the HLW DGR Project will be constructed at the Bruce Nuclear site, or elsewhere within the Study Area:
 - a. As indicated above in paragraph 34, a requirement of the Site Selection process, and the Adaptive Phased Management more generally, is the development of site specific data for a potential site. There is an additional requirement that the HLW DGR Project be built in a staged and incremental way, with continuous learning and site specific knowledge development. The development and operation of the DGR Project will act to satisfy these requirements for a potential HLW DGR Project site at or proximate to the Bruce Nuclear site, and within the Study Area.⁵⁴

⁵² *NFWA*, *supra* note 5 at s.12(2)(a) (emphasis added).

⁵³ *EIS*, *supra* note 1 at Figure 6.2.6-3.

⁵⁴ It should be noted that the NWMO has no mandate to participate in the development of the DGR Project, and does so only by contract for the management of the Project. Under the *NFWA*, the NWMO only has a mandate to develop and implement a strategy for the disposal of used nuclear fuel. According to

- b. Successful development and operation of the DGR Project will allow the NWMO to argue that it has demonstrated, with a very high degree of certainty, the technical suitability of the site and the ability to build and construct DGR facilities on site.
- c. Successful development and operation of the DGR Project will permit the development and demonstration of key operational processes and favourable conditions, including:
 - i. Transportation of wastes from Ontario nuclear facilities to site;
 - ii. Processing of accepted nuclear wastes at site and internment in repository facilities; and
 - iii. Local community acceptance.

39. The approval, construction and operation of the DGR Project will provide a near perfect test case for the development of an HLW DGR Project at the Bruce Nuclear site or within the Study Area, making the construction of an HLW DGR Project here not merely reasonably foreseeable, but nearly certain.

ii. NWMO has Already Begun its Formal Consideration of Sites within the Study Area

40. A key feature of NWMO's Site Selection process, emanating from the recommendations of the Seaborn Report, is that the identification of a site for an HLW DGR Project would need to be "community driven" and could only be sited where there was an "informed and willing host community."⁵⁵ As stated above, NWMO commenced its Site Selection process in May 2010.

its own documentation, the NWMO is managing the DGR Project to build experience in the development of a deep geological repository project.

⁵⁵ *Moving Forward Together*, *supra* note 9 at 18.

41. Since at least November 2011, the NWMO has engaged with municipalities within the Bruce region for the purpose of considering that area for an HLW DGR Project. Saugeen Shores, Brockton, Huron-Kinloss, South Bruce and Arran-Elderslie have all engaged with the NWMO and all are within the Study Area as defined in the EIS. More precisely, and as is explained further below, the boundaries of these five municipalities define the boundary of the Study Area chosen by OPG for its DGR Project.⁵⁶
42. These five municipalities have all authorized and requested a screening of the potential suitability of their communities for the HLW DGR Project. In addition, media reports indicate that NWMO is actively pursuing consultations and information campaigns with these communities and CNSC officials have now begun similar consultation relating to the siting of an HLW DGR Project.
43. In or about December 2011, various media outlets began reporting that a number of municipalities in the Bruce and Grey regions, those surrounding the Bruce Nuclear site, had passed resolutions to be considered as “host communities” for the HLW DGR Project, formally entering into NWMO’s Site Selection process.⁵⁷ These municipalities were reported to include Brockton, Saugeen Shores and Huron-Kinloss.
44. On December 7, 2011, the Owen Sound Sun Times reported that other nearby municipalities were considering entering into the Site Selection process. That report included a quote from Dave Inglis, Warden of Bruce County and Mayor of Brockton, stating: “I expect a number of the municipalities in Bruce County will

⁵⁶ See EIS, *supra* note 1 at map included as Figure 2.2.1-1.

⁵⁷ See, “Saugeen Shores opens door to nuke waste”, Owen Sound Sun Times, December 7, 2011, *supra* note 38. “Repository in Saugeen Shores?”; Bayshore Broadcasting, December 6, 2011, *supra* note 38; “More local communities to look at nuclear waste”, The Sun Times, December 7, 2011, *supra* note 38; Toronto Star, “Nuclear waste storage depot attracts southern Ontario towns”, February 20, 2012 (attached as Exhibit F); “Tourist town bids to host 48,000 tonnes of nuclear waste”, the National Post, December 11, 2011 (attached as Exhibit G); “Nuclear waste dump idea sparks unease in Ontario”, Canadian Press, December 11, 2011 (attached as Exhibit H).

be doing the same. It's just gathering information that they are going through to select a site. I think the county should be involved as we go along. If it's going to be in Bruce County we should all be involved."⁵⁸ Explaining his Town's decision to get involved, Mayor Inglis is also quoted as stating: "We thought: Other communities are doing it in our area, and if its going to be in our backyard, we want to know all we can about it. If it is in Bruce County, its going to affect the whole county for infrastructure and jobs"⁵⁹

45. Included in these media reports was a suggestion that the engagement between NWMO and the municipalities had predated the decision by the respective councils to enter into the Site Selection process. On December 11, 2011, the Canadian Press reported that Councilor Thead Seaman of Saugeen Shores stated "it was the waste organization [NWMO] that approached Saugeen Shores . . . looking for an invitation into the community."⁶⁰

46. A report in the Owen Sound Sun Times on December 7, 2011 stated that NWMO took Saugeen Shores officials on a tour of the WWMF site and provided "a fairly extensive briefing" on the project to Saugeen Shores politicians and staff, according to its Mayor Mike Smith.⁶¹ Another article in the Owen Sound Sun Times, dated December 7, 2011, quotes Huron Kinloss Mayor Mitch Twolan as stating in relation to the nuclear fuel wastes: "It's here already. The safest place is to be buried underground. What I hear is the geology here in Bruce County is second to none."⁶²

⁵⁸ "More local communities to look at nuclear waste", The Sun Times, December 7, 2011, *supra* note 38.

⁵⁹ "Nuclear waste storage depot attracts southern Ontario towns", Toronto Star, February 20, 2012, *supra* note 57.

⁶⁰ "Nuclear waste dump idea sparks unease in Ontario", Canadian Press, December 11, 2011, *supra* note 57.

⁶¹ "Council opens door to nuke waste", Owen Sound Sun Times, December 7, 2011, *supra* note 38.

⁶² "More local communities to look at nuclear waste", The Sun Times, December 7, 2011, *supra* note 38.

47. On May 14, 2012, the town of Saugeen Shores passed a resolution to move to the second phase of NWMO's site selection process, including a request for a preliminary screening for the suitability of the area for an HLW Project. This resolution was passed in the face of public protest from residents of Saugeen Shores, including written and oral submissions made by a grass-roots community group opposed to the possibility of an HLW Project in their community.⁶³
48. On July 9, 2012, a staff report was prepared by Larry Allison, Chief Administrative Officer for Saugeen Shores, to the Saugeen Shores Council.⁶⁴ This report indicated that a meeting was being arranged for members of the Saugeen Shores Council to travel to Ottawa on August 23, 2012 to receive a briefing on the HLW DGR Project by CNSC staff. The report lists by name ten CNSC staff members who would be attending the meeting(s). The report also states that a number of Saugeen Shores councilors were interested in participating and that all expenses will be covered by NWMO. An agenda for the meeting was attached and it included regulatory background sessions as well as a session on the "Technical Safety of Deep Geological Repositories – Safety Assessment/Safety Case."⁶⁵
49. In a letter dated July 19, 2012 from NWMO to the Chiefs of SON, Chief Scott Lee of the Chippewas of Nawash Unceded First Nation and Chief Randall Kahgee of the Chippewas of Saugeen First Nation, NWMO confirmed that five communities in Bruce and Grey Counties had now passed resolutions to formally enter into the Site Selection process for the HLW DGR Project – Saugeen Shores, Brockton, Huron-Kinloss, Arran-Elderslie and South Bruce.⁶⁶ The letter indicates

⁶³ See, e.g., the website of the community advocacy group Save our Saugeen Shores, <http://www.saveoursaugeenshores.org>.

⁶⁴ Larry Allison, CAO, the Corporation of the Town of Saugeen Shores, Staff Report, July 9, 2012. (attached as Exhibit I).

⁶⁵ *Id.*

⁶⁶ In a NWMO Newsletter dated March 2012, the NWMO announced that it was suspending "expressions of interest for new communities wishing to engage in the site selection process for Canada's Used Nuclear Fuel Repository and Centre of Expertise" on September 30, 2012.

that these communities had also requested an initial screening of the potential suitability of their communities.⁶⁷

iii. NWMO and OPG Have Repeatedly Refused to Exclude Sites within the Study Area from Consideration

50. SON has been engaged with OPG over the last several years with the aim of understanding the DGR Project and seeking resolution of its concerns respecting that Project. Throughout this time, and as recognized by OPG in its report on this engagement contained in the EIS,⁶⁸ SON has raised the issue of the connection between the DGR Project and a potential project for the disposal of used-fuel wastes. It has been SON's concern that the DGR Project would lead to the development of the HLW DGR Project within its Traditional Territory, which encompasses the Bruce Nuclear site and Study Area.⁶⁹

51. In or around November 2011, SON representatives first became aware that NWMO and various municipalities in the Grey and Bruce regions were engaging in discussions regarding a HLW DGR Project in the area. On November 18, 2011, SON sent a letter to NWMO expressing concern about these developments, in light of the fact that SON had repeatedly and consistently been given assurances that the DGR Project would not "pave the way for a used fuel repository within [SON] territory."⁷⁰ SON's letter sought confirmation that NWMO would not proceed to develop an HLW Project at the Bruce Nuclear site, or otherwise within the SON Traditional Territory, over the objections of SON. The letter also raised concern that NWMO had begun to consider the area for a used fuel repository during, and concurrent with, the JRP process for the DGR

⁶⁷ Letter from Kathrine Shaver, APM Site Selection and Engagement, NMWO, dated July 19, 2012 (attached as Exhibit J).

⁶⁸ EIS, *supra* note 1 at Table 2.3.4-1.

⁶⁹ See attached map of SON Traditional Territory (attached as Exhibit K).

⁷⁰ Letter from Chief Scott Lee and Chief Randall Kahgee to Ken Nash, dated November 18, 2011 (attached as Exhibit L).

Project. The letter asks specifically that NWMO provide clear assurances that NWMO is not willing to engage in any consideration of siting an HLW DGR Project in the area.

52. NWMO responded by letter dated November 25, 2011.⁷¹ That letter confirms that NWMO and Saugeen Shores are engaged under the Site Selection process for an HLW DGR Project. The letter fails to provide the assurance sought by SON that NWMO would not consider the area for an HLW Project
53. On February 23, 2012, SON sent another letter to NWMO, reiterating its request for confirmation that NWMO would not move ahead with the development of an HLW DGR Project in SON Territory if SON were opposed to the plan.⁷² That letter also corrected a mischaracterization of SON concerns that NWMO had made in its letter of November 25, 2011. SON wrote:

[Y]ou stated that neither the NWMO nor OPG has ever stated that communities in Bruce County would be excluded from consideration for a used nuclear fuel repository. You continued to say that NWMO will not seek to put used nuclear fuel in the proposed DGR for low and intermediate level wastes, which you must know has never been our concern. With these words, we are left with the feeling that our engagement with OPG and NWMO over the past years has been based on only half the story, and that OPG and NWMO have always planned to keep options open to build repositories for all of Canada's nuclear wastes, including used fuel, in our Territory.⁷³

54. On May 3, 2012, NWMO provided a response.⁷⁴ That letter again failed to provide the assurances sought by SON in its letters of November 18, 2011 and February 23, 2012.

⁷¹ Letter from Ken Nash, President, NWMO to Chief R Kahgee and Chief S Lee, dated November 25, 2011 (attached as Exhibit M).

⁷² Letter from Chief Scott Lee and Chief Randall Kahgee to Ken Nash, dated February 23, 2012 (attached as Exhibit N).

⁷³ *Id.*

⁷⁴ Letter from Ken Nash, President, NWMO to Chief R Kahgee and Chief S Lee, dated May 3, 2012 (attached as Exhibit O).

55. In addition to letters sent by SON to NWMO seeking assurance respecting the siting of an HLW DGR Project within SON Territory, SON has sought similar assurances from OPG directly. Over the last several years, SON and OPG have been engaged in discussions in an attempt to address SON concerns respecting the development of the DGR Project. One of the key concerns raised by SON during this process has been the connection of the DGR Project to a possible future HLW DGR Project. By letters of November 1, 2011,⁷⁵ and March 10, 2012,⁷⁶ SON asked OPG to confirm that it will not support the development of an HLW Project within SON Traditional Territory if SON opposes such a development. To date, OPG has failed to respond substantively to the request and has not provided any commitments in this regard.
56. The NWMO, under its Site Selection process, has included consideration criteria that would permit it “screen out” potential sites within the Bruce area—for example, it has stated that Aboriginal Traditional Knowledge considerations would need to be respected.⁷⁷ It has also indicated that Aboriginal Traditional Knowledge would guide its evaluation of sites to ensure “potential to avoid ecologically sensitive areas and locally significant features”.⁷⁸
57. Most importantly, the cornerstone of Adaptive Phased Management approach is that NWMO will not develop an HLW DGR Project without the support of the local community.⁷⁹ The area in which NWMO has engaged the five municipalities, and whose borders comprise the Study Area for the DGR Project, is the heart of the SON Traditional Territory. They are the lands and waters

⁷⁵ Letter from Chief Scott Lee and Chief Randall Kahgee to Albert Sweetnam, Exec. VP, OPG, dated November 1, 2011 (attached as Exhibit P).

⁷⁶ Letter from Chief Scott Lee and Chief Randall Kahgee to Albert Sweetnam, Exec. VP, OPG, dated March 9, 2012 (attached as Exhibit Q).

⁷⁷ *Moving Forward Together*, *supra* note 9 at 37-38.

⁷⁸ *Id.* at 37.

⁷⁹ *See, e.g., Choosing a Way Forward*, *supra* note 8 at 40.

throughout which the SON and their ancestors have exercised their Aboriginal and treaty rights since time immemorial. NWMO has given no indication that it will respect the wishes of the SON that it does not want the HLW DGR Project within its territory.⁸⁰

58. Given the NWMO's persistent refusal to give SON assurances that it will not consider Bruce area sites for a HLW DGR Project, and its refusal to give assurances that it would not develop an HLW DGR within SON Traditional Territory over SON's objections, it should be concluded that the NWMO will resolutely continue down its path of developing relationships with the Study Area municipalities for the purposes of considering the area for the siting of its HLW DGR Project.

III. PROPER REVIEW OF DGR PROJECT REQUIRES CONSIDERATION OF AN HLW DGR PROJECT

A. Governing Law and CEAA Policy Regarding Cumulative Effects Analysis

59. When undertaking the environmental assessment of a project, such as this Panel's review of the DGR Project, it is incumbent on the reviewing authority to assess not merely the environmental impacts of the proposed project itself, but also the cumulative environmental impacts that may or will result from the interactions among the proposed project and other existing, planned, reasonably foreseeable and, in some cases, hypothetical projects.⁸¹ As demonstrated in Part II, *supra*, an

⁸⁰ It is notable that, SON is in closer proximity to the Bruce Nuclear site than many of the communities within the Study Area (including communities within the municipalities that have expressed interest in "hosting" an HLW DGR Project. For example, while the Saugeen First Nation Communal Lands are approximately 30 KM from the Bruce Nuclear site but fall outside the boundaries of the study area, Mildmay (50 KM away), Teeswater (43 KM away), Hanover (49 KM away) and Tara Siding (40 KM away) are all deemed to be within the Study Area.

⁸¹ See, e.g., *A Reference Guide for the Canadian Environmental Assessment Act: Addressing Cumulative Environmental Effects*, Prepared by the Federal Environmental Assessment Review Office (November 1994) at 135 (explaining that it is necessary that consideration be given not only to the effects of the project itself, but also to "cumulative environmental effects resulting from the interaction among the environmental effects of the proposed project with those of future projects and activities.").

HLW DGR Project being constructed at the Bruce Nuclear site or otherwise in the Study Area is reasonably foreseeable.

60. Undertaking a proper cumulative effects assessment is not merely sound practice, it is a legal obligation imposed by governing law. Sections 19(1)(a)-(b) of the *Act* instruct that “assessment by a review panel shall include a consideration of . . . the environmental effects of the designated project, including the environmental effects of malfunctions or accidents that may occur in connection with the designated project and any cumulative environmental effects that are likely to result from the project in combination with other projects or activities that have been or will be carried out . . . [and] the significance of the effects referred to [above].”
61. The specifics of how a cumulative effects analysis should be undertaken have been further developed by policy statements and other materials issued by CEAA as guidance to proponents, practitioners and review panels. Among these materials is CEAA’s Operational Policy Statement on cumulative effects analysis, the purpose of which is to provide “clarification to responsible authorities on how cumulative environmental effects should be considered in environmental assessments conducted under [the *Act*].”⁸² The Operational Policy Statement makes clear the broad scope of the cumulative effects analysis required by the *Act*, explaining that an assessment of “cumulative environmental effects” is not limited to “biophysical effects . . . [but] can extend to the effects of changes on health and socio-economic conditions, physical and cultural heritage, and other matters.”⁸³

⁸² *Operational Policy Statement: Addressing Cumulative Environmental Effects under the Canadian Environmental Assessment Act* (dated 1999, updated November 2007) (the “Operational Policy Statement”).

⁸³ *Id.*

62. CEAA has explained that it is incorrect for a cumulative effects analysis to consider only “projects that have been approved but not yet implemented or proposals awaiting planning or other formal approval.”⁸⁴ Such a narrow approach to determining what projects are included in the cumulative effects analysis risks “limit[ing] the ability of cumulative environmental effects assessment to contribute to informed environmental planning and decision making in the future of the project area.”⁸⁵ Instead, both best practices and CEAA guidance require that a cumulative effects analysis “include ‘certain’ and ‘reasonably foreseeable’ projects and, where appropriate those projects that are ‘hypothetical.’”⁸⁶ The Operational Policy Statement explains that “reasonably foreseeable” means that “[t]he action may proceed, but there is some uncertainty about this conclusion.”⁸⁷
63. When a potential future project will have similar effects to the project under review, those similar effects militate strongly in favour of including that potential future project in the cumulative effects analysis. As the Cumulative Effects Practitioners Guide that was developed for CEAA explains “[a] major criterion for selecting other actions is whether the action causes similar effects on the same [valued environment components (“VECs”)] as the action under assessment. Focusing on actions with similar effects is a good first step, and will ensure that the most appropriate actions are included in the assessment (*i.e.*, those with the greatest likelihood of causing effects that interact).”⁸⁸ The failure to include

⁸⁴ Operational Policy Statement, *supra* note 82. Despite this clear direction from CEAA, in the EIS, OPG states that the only “reasonably foreseeable projects and activities” that it has considered are those “projects that have started in the approval process and are on the path to obtaining approval.” EIS Guidelines at 10.1. When considered in light of the Operational Policy Statement, it is clear that this approach is unduly narrow, inconsistent with statutory and regulatory guidance and, as discussed at length in this submission, serves to distort the cumulative effects analysis and exclude projects, such as the HLW DGR Project, that should properly be included.

⁸⁵ *Id.*

⁸⁶ *Id.*

⁸⁷ *Id.*

⁸⁸ Cumulative Effects Assessment Practitioners Guide, Prepared For: Canadian Environmental Assessment Agency; Prepared By: The Cumulative Effects Assessment Working Group (Hegmann, G., C. Cocklin, R. Creasey, S. Dupuis, A. Kennedy, L. Kingsley, W. Ross, H. Spaling and D. Stalker) and AXYS Environmental Consulting Ltd., February 1999 (“Practitioners Guide”) at 20.

reasonably foreseeable projects “is increasingly becoming unacceptable to many stakeholders if there is reason to believe that . . . [those] reasonably foreseeable projects could have a significant cumulative effect with the project under review.”⁸⁹ An HLW DGR Project will have similar, and exponentially greater, effects on the same categories of VECs as will the DGR Project currently being reviewed.

B. The Importance of Cumulative Effects Analysis in the EIS Guidelines and the Joint Review Panel Agreement for the DGR Project

64. The importance of undertaking a thorough cumulative effects analysis in the review of the DGR Project was recognized by CEAA in the EIS Guidelines for this project.⁹⁰ Section 4.2 of the EIS Guidelines instruct OPG that “in order to adequately understand and assess the potential adverse effects of the project . . . any cumulative effects that are likely to result from the project in combination with other projects or activities that have been or will be carried out” must be considered and assessed.⁹¹
65. Section 14 of the EIS Guidelines discusses the issue of cumulative effects at some length. It requires that “[t]he proponent must identify and assess the cumulative adverse and beneficial environmental effects of the project in combination with other past, present or reasonably foreseeable projects and/or activities within the study area.”⁹² The “management of decommissioning waste” is included as an example of the type of project that should be included.⁹³ The EIS Guidelines elsewhere explain that “[i]n assessing cumulative environmental effects within the study area, the proponent must consider the effects of the project in combination

⁸⁹ *Id.* at 19.

⁹⁰ *Guideline for the Preparation of the Environmental Impact Statement for the Deep Geologic Repository for Low- and Intermediate-Level Radioactive Wastes* (January 2009) (the “EIS Guidelines”).

⁹¹ *Id.* at 14.

⁹² *Id.* at 48.

⁹³ *Id.*

with other past, present and future projects that are either ‘certain’ or ‘reasonably foreseeable’ as defined in [the Operational Policy Statement].”⁹⁴ The EIS guidelines also require that the proponent “provide a rationale for inclusion or exclusion” of potential future projects in the cumulative effects analysis.⁹⁵

66. OPG has failed to properly observe the direction in the EIS Guidelines with respect to the inclusion of future projects in the cumulative effects analysis. It has, instead, included a range of speculative or contingent future activities in its cumulative effects analysis, and omitted analysis of the HLW DGR Project – a reasonably foreseeable project that stands to have profound and complex cumulative effects in conjunction with the DGR Project. OPG has done this contrary to the direction of the EIS guidelines and without providing any rationale for its exclusion.

67. Similarly, the Joint Panel Agreement requires a full analysis of cumulative effects be undertaken as part of this Panel’s review of the DGR Project. The Terms of Reference appended to the Joint Review Panel Agreement, at Part IV(a), instruct that “[t]he Review will include a consideration of . . . any cumulative environmental effects that are likely to result from the Project in combination with other projects that have been or will be carried out.” This language, which tracks the language of Section 19(1)(a) of the *Act*, expressly incorporates into this Panel’s mandate the cumulative effects analysis that is required by the governing law.

68. This Joint Panel Agreement, at Section 4.1(c), further makes clear that:

The JRP shall conduct the review in accordance with the Terms of Reference . . . in a manner that . . . [p]ermits it to obtain information and evidence about the adverse effects the project may have on potential or established Aboriginal rights, title or treaty rights as identified to the JRP by the SON and other Aboriginal groups and

⁹⁴ *Id.* at 27.

⁹⁵ *Id.* at 49.

enables it to bring any such information and evidence to the attention of the Minister of the Environment and the Responsible Authorities Authority for the Project in support of consultation between the Crown and the SON and other Aboriginal groups.

69. As the excerpt from Joint Review Panel Agreement above recognizes, the DGR Project stands to have significant impact on SON Aboriginal and Treaty Rights and interests, as well as impacts on other legal rights and way of life. It is for this reason that SON engaged in consultations with the federal Crown as represented by CNSC and CEAA to ensure that the JRP Agreement and the Panel's terms of reference would result in a robust and credible review capable of identifying impacts on SON Rights and interests, including impacts arising from cumulative effects. The development of an HLW DGR Project within the SON traditional territory, in conjunction with the development of the DGR Project, will significantly magnify potential impact on SON rights, interests and way of life. It will not be possible to understand the potential impacts from the DGR Project on SON if this environmental assessment fails to include consideration of all reasonably foreseeable future projects, including the most significant of these, the HLW DGR Project. Failing to include the HLW DGR Project in the cumulative effects analysis prevents the Panel from undertaking a proper review of the project and prevents the Panel from assessing—as the Joint Review Panel Agreement requires—the potential adverse effects on SON's Aboriginal and treaty rights.

C. Failure to Include an HLW DGR Project in the Cumulative Effects Analysis Renders OPG's Application Fundamentally Deficient

70. The law, best practice and CEAA policy makes clear that when a future project is “an important future development” and “may cause significant cumulative effects with the action under assessment,” it is important to include that project in the regulatory review of the cumulative effects analysis, even if questions about the

future activity's likelihood cause it to fall "beyond statutory requirement[s]."⁹⁶ CEAA guidance explains that "[a] major criterion for selecting other actions is whether the action causes similar effects on the same VECs as the action under assessment . . . [focusing on these future projects] will ensure the most appropriate actions are included in the assessment (*i.e.*, those with the greatest likelihood of causing effects that interact."⁹⁷ The HLW DGR Project implicates, and adversely affects, many—if not all—of the same VECs that are implicated by the DGR Project under review.

71. The DGR Project itself is a first-of-kind project that poses unique and untested challenges. These challenges are compounded, and significantly magnified, if the DGR Project is colocated with an HLW DGR Project. The inclusion of an HLW DGR Project as a cumulative effect project will have a material and pervasive effect on the current review of the DGR Project, and will require significant new data, study and analysis, including (i) assessment of radiation effects from normal operations, transportation and accidents and malfunctions, (ii) accidents and malfunctions probability scenarios, effects and response; (iii) operations aspects for the projects resulting from increased intensification and demand on resources; (iv) socio-economic effects, including public perception, stigma effects and social acceptance; (v) transportation issues relating to increased intensification and unique issues regarding transportation of fuel wastes; and (vi) technical feasibility considerations relating to co-location. The failure to include an HLW DGR Project undermines the core conclusions of OPG's EIS and can only be remedied through a fundamental reassessment of a wide range of potential environmental impacts flowing from the DGR Project.

72. The development of the DGR Project will significantly increase the intensification of the Bruce Nuclear site, creating the World's largest nuclear site. The prospect of colocating this Project with a HLW DGR Project, along with continued

⁹⁶ Practitioners Guide, *supra* note 88 at 19.

⁹⁷ *Id.* at 20.

operation of the WWMF, raises issues of the most serious and complex kind. These issues must be addressed in a clear and thorough manner. The recent experience at the Fukushima Dai-ichi Nuclear Facility in Okuma, Japan stands as a stark example of the complexity of the colocation analysis for the purposes of determining impacts relating to accidents and malfunctions and emergency response.

73. The NWMO has consistently identified transportation issues as a critical consideration in the Adaptive Phased Management approach.⁹⁸ A proper cumulative effects analysis here must consider the combined environmental impact of the transportation of fuel wastes along routes that are already used for the transportation of non-fuel nuclear wastes. The necessity and significance of this analysis is heightened by OPG's omission from its EIS of any consideration of transportation issues and by the fact that used nuclear fuel is not currently transported in Canada and would again be a first-of-kind undertaking.

74. Social safety, public perception and confidence, and broad public support are foundational considerations for decisions respecting the long-term management of Canada's used nuclear fuel. It has been consistently affirmed by our governments, regulatory agencies, scientific and policy commentators as well as the Canadian public, that social safety and acceptance of an HLW DGR Project are as important as technical safety considerations.⁹⁹ The evidence here shows that there is a connection between OPG's DGR Project and an HLW DGR Project. In these circumstances, it is incumbent upon the proponent and a review panel to ensure a full and transparent review of the projects to facilitate public information, participation and confidence. A failure to do so risks eroding public confidence in the institutions responsible for implementing and regulating Canada's nuclear industry.

⁹⁸ *Moving Forward Together*, *supra* note 9 at 37.

⁹⁹ *See Seaborn Panel Report*, *supra* note 6.

75. OPG has acknowledged in Section 10 of the EIS that a project for the disposal of used nuclear fuel waste is a reasonably foreseeable project that needs to be considered in the cumulative effects analysis. OPG confirms this by including in its cumulative effects analysis the removal of used nuclear fuel waste from the Bruce Nuclear site. OPG has failed to include the equally or more likely project of constructing and operating an HLW DGR Project at the Bruce Nuclear site, or otherwise within the Study Area. This inconsistency is unexplained and, in the opinion of SON, cannot be explained or justified.¹⁰⁰
76. Instead of acknowledging the reasonable foreseeability of an HLW DGR Project, and including a discussion of that project in its cumulative effects analysis, OPG does just the opposite, reframing the issue in a way that serves only to distort the cumulative effects analysis that this Panel must undertake. In Section 10-37 of the EIS, OPG states that “[a]t some time in the future, used fuel and decommissioning wastes will be transferred to a long term repository. The DGR is not for the long-term management of used fuel; therefore, the repository will be located off-site. Any dose will be solely from the transport of used fuel, and as the used fuel is transferred off-site, will result in a net reduction of dose.” OPG offers no explanation for its assertion that “the repository will be located off-site,” nor does it explain what “off-site” means in this context.

¹⁰⁰ This Panel has recognized that the cumulative effects analysis undertaken by OPG, and OPG’s failure to address a possible HLW DGR Project, is a cause for concern. The Panel, in information request number EIS 04-99, asked OPG to “[d]iscuss the technical and regulatory factors that would prevent the transformation and use of the DGR for high-level waste disposal.” While the transformation of the proposed DGR into a facility for high-level waste disposal is not the only issue—the possibility of construction of a new, nearby facility for high-level waste disposal appears equally, if not more, foreseeable—the Panel’s request makes clear that the issue of HLW disposal cannot simply be ignored or brushed aside in the context of this review. Further, the Panel, in information request number EIS 04-110, recognized the apparent inadequacies of OPG’s cumulative effects analysis. The Panel requested that OPG “[c]larify why ‘the DGR for decommission Bruce Power waste’ is ‘not a planned activity, but is included to meet guideline requirements’ and further, requested why a series of ‘other operations and potential projects were not included in the cumulative effects assessment.’”

77. The exclusion of an HLW DGR Project from the cumulative effects assessment of the DGR Project materially skews the analysis and renders the cumulative effects analysis in OPG's EIS all fundamentally inadequate. OPG, by the inclusion in the EIS of less proximate projects such as the removal of used nuclear fuel, coupled with the exclusion from the EIS of an HLW DGR Project, has promoted a scenario whereby the DGR Project, when considered cumulatively with other "reasonably foreseeable" projects, will have the net effect of diminishing negative environmental effects.
78. OPG claims this specifically for its predicted effect of a long-term reduction in radioactive dose at site. More importantly, by suggesting the removal of used nuclear fuel from site as a likely future scenario, OPG implies a reduction in all other possible adverse cumulative effects that could result from collocation of a DGR Project with existing stored nuclear fuel waste on site. Further, OPG avoids consideration of the cumulative effects that would result from the collocation of the DGR Project and a HLW DGR Project at or near the site, resulting ultimately in the disposal of all of Canada's nuclear wastes within the Study Area.
79. An HLW DGR Project is a reasonably foreseeable project. OPG's current EIS fundamentally fails to characterize the adverse cumulative effects of the DGR Project, and in fact inverts those effects, finding a reduction in adverse environmental cumulative impacts. in radiation when the exact opposite could be presumed would occur. To continue the review of the DGR Project on this basis will undermine the integrity and credibility of the Panel's work.

D. Issues Respecting the Scope of the Cumulative Effects Analysis Are Reviewable

80. The Federal Court of Canada has previously held that the failure of a JRP to properly consider all reasonably foreseeable projects as part of a cumulative effects analysis is a reviewable—and reversible—error of law.¹⁰¹ The factors "set

¹⁰¹ *Alberta Wilderness Association v. Cardinal River Coals Ltd.*, [1999] 3 F.C. 425.

out in subsection 16(1) . . . are mandatory. The use of the word ‘shall’ in paragraph 16(1)(a) indicates ‘that some consideration must be given to each factor.’”¹⁰²

81. The Court in *Alberta Wilderness* explained that failure to properly consider all projects that should have been included in a cumulative effects analysis under Section 16 of the *Act* is a breach of a panel’s duty and constitutes a failure of the panel to satisfy its statutory obligations. An “environmental assessment carried out by the Joint Review Panel in accordance with [the *Act*] is a pre-condition to [authorization of the project] . . . the assessment must be conducted in accordance with [the *Act*], including the requirements of section 16; and a ‘proper’ assessment is one conducted in accordance with [the *Act*] . . . an assessment which is not conducted in accordance with [the *Act*] is one conducted in error of law.”¹⁰³

82. A panel may commit reversible error when, if after being put on notice of certain activities that should be included in a cumulative effects analysis, it fails to do so. The court *Alberta Wilderness* explained that “the Joint Review Panel breached its duty to obtain all available information about likely . . . activities in the vicinity of the project, to consider this information with respect to cumulative environmental effects, to reach conclusions and make recommendations about this factor, and to substantiate these conclusions and recommendations in the Joint Review Panel’s report.”¹⁰⁴

83. In light of the significant deficiencies in the EIS submitted by OPG, any review of the DGR Project on the basis of that EIS would be fatally compromised. In order to ensure the Panel is able to effectively fulfill its duty to do a full cumulative

¹⁰² *West Vancouver (District) v. British Columbia (Ministry of Transportation)*, [2005] F.C.J. No. 727 at para. 50 (quoting *Bow Valley Naturalists Society v. Canada (Minister of Canadian Heritage)*, [2000] 2 F.C. 461 (C.A.)) (emphasis in original).

¹⁰³ *Alberta Wilderness Association*, *supra* note 101 at para. 22.

¹⁰⁴ *Id.* para. 69, 76.

effects analysis, as demanded by the governing law and the Joint Panel Agreement, the review of the application must be halted until such time as the EIS is revised and Panel has a complete application before it.

IV. RELIEF REQUESTED

SON respectfully requests the following relief:

That the Panel direct OPG to revise and resubmit its EIS to include a proper cumulative effects analysis that includes an analysis of the cumulative effects arising from an HLW DGR Project within or proximate to the Study Area.

That the Panel take necessary steps to ensure that the Panel, government reviewers and agencies, and all interveners, have sufficient time to review the amended EIS.

Any other relief or procedural orders that the Panel deems appropriate.

Dated: August 9, 2012

THIS APPLICATION IS BY:

SAUGEEN OJIBWAY NATIONS

Chippewas of Saugeen First Nation

RR #1

Southampton, ON N0H 2L0

Chippewas of Nawash Unceded First Nation

RR #5

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Counsel for Saugeen Ojibway Nations

ON NOTICE TO:

CANADIAN NUCLEAR SAFETY COMMISSION

CANADIAN ENVIRONMENTAL ASSESSMENT AGENCY

ONTARIO POWER GENERATION

NUCLEAR WASTE MANAGEMENT ORGANIZATION

REGISTERED INTERVENORS IN CEAA REGISTRY 06-05-17520

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation of bank statements and the company's records to identify any discrepancies early on.

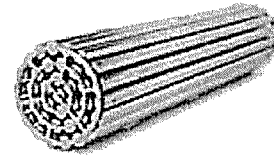
In addition, the document provides a detailed overview of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing business transactions, posting to the ledger, determining debits and credits, preparing a trial balance, adjusting entries, preparing financial statements, and closing the books. Each step is explained in detail, with examples provided to illustrate the process.

The document also covers the preparation of financial statements, including the income statement, balance sheet, and statement of cash flows. It explains how these statements are derived from the accounting records and how they provide valuable information to management and external stakeholders. The document also discusses the importance of internal controls and the role of the auditor in ensuring the accuracy and reliability of the financial statements.

Finally, the document concludes with a summary of the key points discussed and a list of references. It emphasizes that a strong understanding of accounting principles and practices is essential for anyone involved in the financial management of a business.

EXHIBIT A

Moving Forward Together: Canada's Plan for the Long-Term Management of Used Nuclear Fuel



The NWMO announces date for suspension of expressions of interest for new communities wishing to engage in the site selection process for Canada's Used Nuclear Fuel Repository and Centre of Expertise

In May 2010, the NWMO initiated a site selection process for Canada's Used Nuclear Fuel Repository and Centre of Expertise for the long-term management of Canada's used nuclear fuel in an informed and willing host community. The nine-step process to select a site will take 10 years or more to complete, and begins with a community expressing interest in learning more about the project, the NWMO and the site selection process. Interested communities are the focus of a progressively more detailed set of scientific, technical and community well-being studies, and phases of learning to assess the suitability of the community for the project. Communities may leave the site selection process at any time up until the signing of a final agreement, which is still many years in the future. An expression of interest by a community triggers a process of broad outreach and discussion of the project with neighbouring communities and potentially affected Aboriginal peoples.

To date, a number of communities have expressed interest in learning more about the project, the NWMO and the site selection process. At this time, 15 communities are actively engaged in the site selection process, including several that have asked the NWMO to begin more detailed preliminary assessment studies (Step 3). As well, a number of other communities have requested information and briefings and are considering participating in the site selection process.

The NWMO is planning to suspend the expressions of interest phase of the site selection process on September 30, 2012. New expressions of interest will not be considered after this date. This will allow the NWMO to focus its efforts on conducting the detailed studies required in communities that have expressed an interest to date, or that express interest on or before the closing date. It will also help the NWMO plan for and fully support the engagement of surrounding communities and potentially affected Aboriginal peoples, which is initiated with the entrance of a new community to the siting process. Expressions of interest by new communities must be supported by a resolution of Council, or equivalent, and may take the following forms: request for an NWMO briefing to learn about the project and the site selection process; or request for an initial screening of the potential suitability of the community for the project.

The suspension of the expressions of interest phase of the site selection process is intended to help ensure that the best knowledge and expertise are brought to each of the studies that are conducted. It is also intended to ensure that the communities involved in the site selection process continue to be fully supported by the NWMO in their exploration of the project and are informed, as early as possible, whether they are among the short list of strong candidates for the project. The suspension of the expressions of interest phase will also help the NWMO plan for and fully support the involvement of surrounding communities. It will be important for the NWMO to engage potentially affected Aboriginal peoples to understand and fully respect their Aboriginal and Treaty rights and how Aboriginal Traditional Knowledge can be applied.

The NWMO is optimistic that the studies that have been initiated, or that will be initiated with communities that express interest on or before September 30, 2012, will identify viable options for implementing this project. However, until this work has been completed, the outcome of these studies is uncertain, and it may be necessary to study other communities and sites as potential hosts for this project in the future. The NWMO, therefore, reserves the option of reopening the process to expressions of interest by new communities in the future.

For more information, please contact:

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Email: learnmore@nwmo.ca
Website: www.nwmo.ca/sitingprocess



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The analysis shows that while some areas are performing well, others need more attention and investment.

The third section focuses on the company's financial health and liquidity. It highlights the need for a strong cash flow to sustain operations and invest in future growth. The author suggests several strategies to improve financial stability, such as negotiating better terms with suppliers and optimizing the pricing strategy.

Finally, the document concludes with a series of recommendations for the management team. These include implementing a more robust internal control system, enhancing communication with stakeholders, and regularly reviewing the company's performance against its strategic goals.

EXHIBIT B



Learning More Together

Annual Report 2011

nwmo




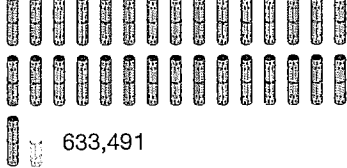






NUCLEAR WASTE
MANAGEMENT
ORGANIZATION

SOCIÉTÉ DE GESTION
DES DÉCHETS
NUCLÉAIRES

Total Bundles

2,273,873

Owner Location Number of Bundles Current Status

OPG	Bruce A ⁽²⁾	 421,494	2 units operational, 2 units under refurbishment (expected 2012 return to service)
	Bruce B ⁽²⁾	 544,251	4 units operational
	Darlington	 399,723	4 units operational
	Pickering A & B	 633,491	A – 2 units operational, 2 units permanently shut down B – 4 units operational
AECL	Douglas Point	 22,256	Permanently shut down
	Gentilly-1	 3,213	Permanently shut down
	AECL Whiteshell	 2,268	Permanently shut down (see note 1)
	AECL Chalk River	 4,886	Mostly fuel from NPD (permanently shut down) and with small amounts from other CANDU reactors (see note 3)
HQ	Gentilly-2	 120,533	Operational (expected to be shut down for refurbishment in 2012)
NBPN	Point Lepreau	 121,758	Currently undergoing refurbishment (expected 2012 return to service)

- (1) 360 bundles of Whiteshell fuel are standard CANDU bundles. The remaining bundles are various research, prototype and test fuel bundles, similar in size and shape to standard CANDU bundles.
- (2) Bruce reactors are leased to Bruce Power for operation.
- (3) In addition to the totals shown in Table 1, AECL also has some 22,000 components of research and development fuels, such as fuel elements, fuel pellets and fuel debris, in storage at Chalk River. While the total mass of these components is small compared to the overall quantity of CANDU fuel, their varied storage form, dimensions, etc. require special consideration for future handling.

Total of:
 - 17 units in operation
 - 3 units under refurbishment
 - 6 units permanently shut down

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring they are recorded in the appropriate accounts. It also discusses the importance of regular reconciliations to identify and correct any discrepancies between the recorded amounts and the actual bank statements or other external records.

The second part of the document focuses on the preparation of the financial statements. It outlines the steps involved in calculating the net income or loss for the period, starting from the sales revenue and subtracting the cost of goods sold and operating expenses. It also discusses the calculation of the gross profit and the contribution margin, which are key indicators of the company's profitability. The document provides a clear breakdown of the components of each financial statement, including the balance sheet, the income statement, and the statement of cash flows. It explains how these statements are interrelated and how they provide a comprehensive view of the company's financial performance.

The final part of the document discusses the importance of presenting the financial statements in a clear and concise manner. It provides guidelines for the layout and formatting of the statements, ensuring that they are easy to read and understand. It also discusses the importance of providing a clear and detailed explanation of any significant changes or trends in the financial data. The document concludes by emphasizing the importance of transparency and accuracy in financial reporting, and the role of the accounting department in ensuring that the company's financial statements are reliable and trustworthy.

EXHIBIT C



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NEWS LOCAL

Saugeen Shores opens door to nuke waste



By Scott Dunn, Sun Times, Owen Sound
Wednesday, December 7, 2011 7:38:10 EST AM

Saugeen Shores wants to explore the possibility of storing Canada's used nuclear fuel for centuries to come, 500 metres below ground.

Council passed a resolution Monday requesting "an initial screening be undertaken to determine whether the municipality is a candidate" for the site to store used nuclear fuel.

The project is separate from a similar plan to store low and intermediate level radioactive waste at a facility by nearby Kincardine at the Bruce nuclear site. That Ontario Power Generation deep repository proposal along the Lake Huron shoreline is undergoing a process of regulatory review. It is assisted by Nuclear Waste Management Organization, which is also responsible for leading the high-level nuclear waste project.

Asked why the municipality is pursuing the possibility of storing high-level nuclear waste, Saugeen Shores Mayor Mike Smith took a long view.

"We have the biggest nuclear power site here in Canada in Bruce County very close to our home and about 40% of the fuel is there," Smith said in an interview Tuesday. "So any long-term, where ever it goes, it's going to involve the county and our community.

"Why? I don't know. From my perspective I think we just need to learn more about it, about the final solution for it, or the ultimate solution for it."

Smith also said he wanted to "find out about it, because if you're going to truck it halfway across the country you're going to be going through a lot of communities."

The NWMO gave Saugeen Shores officials a tour of the existing Western Waste Management Facility on the Bruce Power site. Operated by Ontario Power Generation, it accepts low- and intermediate-level nuclear waste from OPG's 20 nuclear reactors, plus Bruce Power's reactors. Used fuel bundles from the Bruce site are stored there at the site now, although such storage has never been considered a long-term option.

Nuclear waste has been stored at the Bruce site, some 24 kilometres from Saugeen Shores, for years, Smith noted.

NWMO also provided "a fairly extensive briefing" on the project to Saugeen Shores politicians and staff.

Saugeen Shores is one of 10 communities to have indicated interest in the long-term storage project. Saugeen Shores' expression of interest is the only southern Ontario community on the list. Three are in Saskatchewan, six are in northern Ontario and a seventh in Northern Ontario didn't make it past initial screening.

But Smith stressed the municipality's interest is preliminary. "We haven't said we're interested in hosting it. We've simply said could we even be considered as a host," adding "I'm not sure where council would go."

Smith said that if after initial screening the municipality proves to be a potential site, it "would be up to council to decide do we engage the community and see if there's interest in the community to move this along to the next step?"

There would be economic benefits, Smith said. "Obviously that's one of the considerations, for sure. Not the only consideration."

The project would cost \$16 billion to \$20 billion, he said.

A big question which must first be answered is "can we do it safely?" he said.

Nuclear Waste Management Organization is responsible to find a willing community for this national project, spokesman Mike Krizanc said in an interview.

The NWMO estimates if everything runs smoothly, the earliest the deep geological repository could be open would be 2035.

The nine-step process to select a site would take seven to 10 years, he said.

It would take 10 years to construct, involving 500 to 600 direct construction jobs and 300 to 400 jobs to operate the facility. But more is proposed than a fortified vault for nuclear waste.

Krizanc said the project would be "transformative" for whichever community is selected.

The project would be a demonstration facility and there would be an "associated centre of expertise that will be a hub for national and international scientific collaboration."

"Without doubt, when we do site the project, it will attract scientists and people with expertise and interest in this kind of technology to the site," Krizanc said.

"The centre of expertise may be more of a scientific-based kind of thing, it may be partially a tourist-based kind of thing. It will depend on what the aspiration of the community are to a large extent. But there will be a lot of science conducted there."

First it needs an "informed, willing community" to host the facility.

"The important thing is this will not be imposed on any community. It will be a decision that they make with all of the information that they need so they will be fully informed," Krizanc.

The community would have to "demonstrate their willingness in a compelling way," chosen by the community, he said. A referendum or a series of public meetings would do, he said.

Step 1 in a nine-step process is an expression of interest in learning more. Step 2 takes two or three months and identifies "obvious reasons" why the community would not qualify.

Would the 250 surface acres needed impinge on parks, areas of natural resources, Native interests, or be hindered by groundwater issues? There are five high-level criteria in all, Krizanc.

If Saugeen Shores cleared that step, the community must decide whether to proceed to Step 3, to request a one- to two-year feasibility study. Step 4 takes four or five years of more intensive study of one or two community sites, costing more than \$100 million.

During steps 3 and 4 economic and social factors are examined "in partnership with the community" to see how the project could "enhance the well being" of the host and surrounding communities.

It would take "another several years" to obtain a licence to construct the facility, Krizanc said.

Smith said Bruce Power didn't make any request of Saugeen Shores to express interest in being a host for the used nuclear fuel storage facility. Neither did the NWMO, Krizanc said.

Prior to Monday's Saugeen Shores council resolution, council on Oct. 11 passed a resolution in open session "indicating a desire to further investigate the opportunity" to be host to a "deep geological repository for the long term management of Canada's used nuclear fuel."

A Sept. 28 letter tabled at that meeting from that organization thanked the mayor for stopping by at its exhibit at the Association of Municipalities of Ontario conference in London.

In the 40 years Canada has been generating nuclear energy, enough used fuel bundles have been created that if piled up would fill six hockey rinks to the top of the boards, NWMO says. About 85,000 fireplace log-sized used nuclear fuel bundles are created each year. More than two million of them are stored in licensed facilities now.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions and how to use a double-entry system to ensure that the books balance.

Next, the document covers the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and how to identify and correct any discrepancies. This is a crucial step in ensuring that the financial statements are accurate and reliable. The document provides a step-by-step guide to performing a reconciliation, including how to use a reconciliation statement to track the differences between the two sets of records.

The final part of the document discusses the preparation of financial statements. It explains how to use the information from the accounts to prepare the balance sheet, income statement, and cash flow statement. The document provides a detailed explanation of each of these statements and how they are used to evaluate the company's financial performance. It also provides a checklist of items to check when preparing these statements to ensure that they are accurate and complete.

EXHIBIT D



Tuesday, December 6, 2011

Repository in Saugeen Shores?

Saugeen Shores

by John Divinski

Saugeen Shores Council has approved letting its name stand, at this point, as a possible site for storing used nuclear fuel.

The Nuclear Waste Management Organization will be advised that council is requesting an initial screening be undertaken to determine whether the municipality is a candidate for storing high level nuclear waste in a Deep Geological Repository.

Vice Deputy Mayor Doug Gowanlock says 40 per cent of Canada's high level waste is already stored here on the Bruce Power site.

Mayor Mike Smith wants it made clear that any future decision on this matter will be made by the citizens of Saugeen Shores, not the council.

Smith says there are some benefits to having a repository located here and there are some drawbacks and talks are just getting underway.

He says it's very preliminary and Saugeen Shores may not even be chosen.

Smith says eight or nine other communities have also expressed an interest.

The Mayor doesn't expect anything to come to fruition for another 15 years or so but now's the time to start the dialogue in the community.

The high-level waste project is distinct and completely separate from the ongoing work in Kincardine by Ontario Power Generation which wants to construct a facility for management of low and intermediate level nuclear waste at the Bruce Power site.

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Next, the document covers the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and how to identify and correct any discrepancies. This is a crucial step in ensuring that the financial statements are accurate and reliable. The document provides a step-by-step guide to performing a reconciliation, including how to use a reconciliation statement to track the differences between the two sets of records.

The final part of the document discusses the preparation of financial statements. It explains how to use the information from the accounts to prepare the balance sheet, income statement, and cash flow statement. The document provides a detailed explanation of each of these statements and how they are used to evaluate the company's financial performance. It also provides a checklist of items to check when preparing these statements to ensure that they are accurate and complete.

EXHIBIT E

NEWS LOCAL

More local communities to look at nuclear waste

Don Crosby

Sunday, December 11, 2011 8:11:49 EST PM

Saugeen Shores isn't the only Bruce County municipality with an interest in hosting Canada's used high level nuclear waste, said Bruce County warden Dave Inglis.

"I expect a number of the municipalities in Bruce County will be doing the same. It's just gathering information that they are going through to select a site. I think the county should be involved as we go along. If it's going to be in Bruce County we should all be involved," Inglis said during an interview last week. The warden said this is the information gathering stage and at this point there's no commitment.

"Anyway you look at it Bruce County municipalities and probably Grey County as well will be impacted whether the facility stays here or if it's somewhere else there will be waste shipped out of Bruce County and Grey County," said Huron Kinloss Mayor Mitch Twolan. "So we might as well learn about the whole process. You're probably going to see other (Bruce County) municipalities come out.

He doesn't rule out the possibility of some community in neighbouring Grey County showing an interest.

Huron-Kinloss council has had a couple of brief discussions but has yet to make a decision on whether it will take the step toward seeking information about the process.

Twolan rationalizes that spent fuel from the nuclear industry has been stored in above ground facilities since Canada's nuclear generator at Douglas Point first came online in September 1968.

"It's here already. The safest place is to be buried underground. What I hear is this is the geology here in Bruce County is second to none," said Twolan.

At one time Twolan worked at the Douglas Point plant when it was operated by Ontario Hydro and he remembers how he stood within a metre of the above ground heavy water storage facilities that hold the spent fuel bundles without protective clothing and without being affected by radiation.

Twolan is confident that new technology in future will make it possible for new uses to be found for the so-called spent fuel.

"Obviously I'm pro nuclear and everybody is entitled to their own opinion but at the end of the day how many people get treatment for cancer using nuclear medicine. I don't even like to call it nuclear waste. I think we have to let technology get there," he said.

Northern Bruce Peninsula Mayor Milt McIver supports Saugeen Shores decision to look into what is involved in hosting the waste from Canada's nuclear generators.

"It's to investigate further and that's entirely up to them. There's high level waste in our community already. If that's the direction that community wants to head I can support that," said McIver who is aware of the safety implications of hosting a longterm waste repository.

"I recognize the safety aspect now but there's nuclear waste in our community now . . . the fact that the high level waste is here already, finding a longterm solution is a good thing," he said.

On Dec. 5, Saugeen Shores council passed a motion requesting, "an initial screening be undertaken to determine whether the municipality is a candidate," for the site to store used nuclear fuel.

The project is separate from a similar plan to store low and intermediate level radioactive waste at a facility in nearby Kincardine at Douglas Point.

The Ontario Power Generation deep repository proposal along Lake Huron shoreline is undergoing a process of regulatory review. It is being assisted by Nuclear Waste Management Organization, which is also responsible for leading the search for a permanent high- level nuclear waste storage site.

Arran-Elderslie Mayor Paul Eagleson fully supports Saugeen Shores. He notes that 40% of the nuclear waste from Ontario nuclear plants is already being stored above ground at the Bruce County site.

"I was under the understanding that this was exploratory at this stage and to go to that stage is definitely good sense," he said.

All of the mayors interviewed said the topic of compensation is still a long way off but it could involve some formula that would benefit neighbouring communities as well as the host community.

"For a project like this the whole community and when I say community I mean Bruce County would have to be involved," said Inglis.

Saugeen Shores is one of 10 communities to have indicated an interest in the longterm storage project. There are three in Saskatchewan, six in northern Ontario and a seventh in northern Ontario that didn't make it past the initial screening.

The initial screening is the first in a nine-step process that would take seven to 10 years. The project requires 250 acres and would cost \$16 billion to \$20 billion. It would take 10 years to construct involving up to 600 construction jobs and 300-400 jobs to operate the facility.

In the 43 years that Canada has been generating nuclear energy enough used fuel bundles have been created to fill six hockey arenas up to the top of the boards. NWMO says about 85,000 fireplace log-sized nuclear bundles are created each year. More than two million of them are now stored in licensed temporary above ground facilities.

With files by Scott Dunn.

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The second part of the document focuses on the preparation of the financial statements. It outlines the steps involved in calculating the net income, which is a key indicator of the company's profitability. This involves summing up all revenues and gains, and then subtracting all expenses and losses. The document provides a clear breakdown of the components of each financial statement, including the balance sheet, income statement, and statement of cash flows. It also discusses the importance of presenting these statements in a clear and concise manner, using appropriate accounting conventions and standards.

The final part of the document discusses the importance of auditing the financial statements. It explains that an independent audit is necessary to provide assurance to the users of the financial statements that they are free from material misstatements. The document outlines the role of the auditor and the steps involved in the audit process, including the selection of samples, the performance of tests, and the preparation of the audit report. It also discusses the consequences of an audit finding, and the importance of addressing any identified weaknesses in the internal control system.

EXHIBIT F

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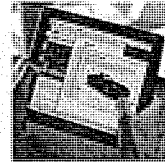
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Nuclear waste storage depot attracts southern Ontario towns

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John Spears
Business Reporter

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You can call it a repository for used nuclear fuel in an adaptive phased management program.

You can call it a nuclear waste site.

Either way, a surprising cluster of municipalities in south-western Ontario's rural heartland are saying they might want to be the place where Canada's spent nuclear fuel is stored for thousands of years.

No final decisions on a waste site have been made — or will be for several years, under the multi-step process put in place by the Nuclear Waste Management Organization.

And the western Ontario municipalities who are showing interest will be judged against sites proposed by other communities scattered across Canada.

But it's a surprising show of interest for a region of the country best known for green fields, blue water and Alice Munro.

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Of course, it's also the home of the Bruce nuclear station, north of Kincardine on the shore of Lake Huron – and that's the touchstone for the interest in the waste site.

The Bruce nuclear operation already keeps its own waste in surface storage areas.

For some, it doesn't seem a big leap to take waste from nuclear power stations in Pickering, Darlington, Gentilly, Que. and Point Lepreau, N.B., and from research centres in Whiteshell, Man. and Chalk River.

Mayor Bill Goetz, mayor of South Bruce, puts it succinctly, as he notes that Highway 9 runs straight through his rural municipality on the way to the Bruce plant:

"It's going to come through here coming or going, so we thought we might as well be in the mix."

So far, South Bruce and its near neighbours Huron-Kinloss, Brockton and Saugeen Shores have done little more than ask for more information. They've taken a tour of the Bruce plant, or are scheduled to do so.

It's still a long way of making a commitment to host the site. The Nuclear Waste Management Organization, charged with the project, has designed a nine-step process for site selection

and all communities are still in the earliest stages. It's likely to take seven to 10 years to narrow the field down to one site.

The proposed site will then undergo a detailed environmental assessment before construction starts. The earliest date a storage facility could open, it figures, 2035.

And any or all may be ruled out by geology. The storage site will be buried at least 500 metres deep, and must be placed in stable, solid rock that doesn't permit water to flow through.

Still, interest is percolating, and in some ways feeds on itself.

David Inglis, mayor of Brockton and Warden of Bruce County, explains:

"We thought: Other communities are doing it in our area, and if it's going to be in our backyard, we want to know all we can about it. If it is in Bruce County, it's going to affect the whole county for infrastructure and jobs."

The interest discourages some residents who are suspicious of the long term impact of storing tonnes of highly radioactive waste, for millennia to come.

"I think it's the money that's speaking to them," says Ruth MacLean, a minister who lives in Kincardine, and on Bruce Beach in Huron-Kinloss.

"I just think this is a company town – everybody knows what side their bread is buttered on."

A fuel storage site in the area is also likely to draw scrutiny in the U.S. A string of Detroit-

Proposed used nuclear fuel storage
This is the Nuclear Waste Management Organization's conception of how spent fuel from Canada's nuclear reactors would be stored permanently. A site has not yet been chosen.

LEGEND
1. Surface facilities
2. Main shaft complex
3. Placement rooms

CURRENT STORAGE FACILITIES
About 65,000 used nuclear fuel bundles are generated in Canada each year. Over 7 million used nuclear fuel bundles are currently stored at Canadian nuclear facilities.

STORAGE FACILITIES

1. Whiteshell Laboratories, Manitoba
2. Bruce Nuclear Generating Station, Ontario
3. Pickering Nuclear Generating Station, Ontario
4. Darlington Nuclear Generating Station, Ontario
5. Chalk River Laboratories, Ontario
6. Gentilly Nuclear Generating Station, Quebec
7. Point Lepreau Nuclear Generating Station, New Brunswick

SOURCE: Nuclear Waste Management Organization. © CANADA 2012 04/04

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Local municipalities have already protested construction of a low and mid-level nuclear waste storage area now under way at the Bruce site.

It won't hold used fuel, but more mundane objects such as clothing and mops used in radioactive areas.

Local Ontario politicians don't deny the lure of the money.

"We're strictly a farming community and we haven't got much industry," says Goetz in South Bruce. "We're struggling to keep going."

Excavating and building the storage area will employ up to 2,000 workers at a time on a project costing billions.

"They estimated anywhere from \$18 to \$24 billion," says Goetz. "And in the end they figure there would be 200 permanent employees. That's the part that would really help us."

(In fact, the NWMO says the lifetime cost of the site will be \$16 to \$24 billion. That's equivalent to \$6 to \$8 billion cash in hand today.)

Even some who are apprehensive about bidding for the project want to get more information.

Ruth Dalton, who runs a pottery business in Ripley – part of Huron-Kinloss – is nervous but wants to get solid information.

"I definitely want to find out more about it, before everybody goes ahead with this crazy notion," says Dalton.

"Where the truth lies you don't know, and I'm not sure anybody does know."

Given that much waste already exists, she says, storing it "might be the lesser of many evils."

But Ruth MacLean says she's not sure how impartial the information will be. The nuclear industry will marshal its arguments, she knows.

The question is: Will there be qualified experts to challenge their point of view?

The mayors note that their people have lived near the Bruce nuclear facility since the first reactor was built there in the 1960s.

"Our residents are quite familiar, and I'd like to say comfortable with the nuclear industry as a whole," says Mitch Twolan of Huron-Kinloss.

Wind turbines are a much hotter issue in the community than nuclear waste, says Twolan.

"Something has to be done with this spent fuel. As a politician, the easiest thing to do is pass it on to the next generation. I think what you're hearing from councils around Bruce County is that because we are familiar and comfortable with it, let's do something now rather than later."

As for the argument that a waste storage site would damage the agriculture and tourist industries, Twolan – a real estate agent – sees no evidence that the nuclear industry can't co-exist peacefully with farmers and cottagers.

"The nuclear facility has been up there for years, and the prices at Bruce Beach are not going down," Twolan says.



But all the mayors agree that their communities need to be on board with whatever decision is taken.



Saugeen Shores – the former communities of Port Elgin and Southampton, north of the Bruce station – has delayed taking further steps toward seeking the waste site until May, to allow more time for its residents to get informed.

Mayor Mike Smith says he hopes the Nuclear Waste Management Organization will help send a mailing to every household in the community.

But there's residual sympathy for the nuclear industry, he says, since about one in three workers at the Bruce Station lives in Saugeen Shores.

Note: This article has been edited from a previous version that incorrectly said that Bill Goetz is the mayor of the Municipality of South Huron

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The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and how to identify and correct any discrepancies. This process is crucial for ensuring that the financial statements are accurate and reliable. The document also discusses the importance of regular reconciliations and how to handle any errors that may occur.

The third part of the document covers the preparation of financial statements. It explains how to calculate the net income or loss for the period and how to prepare the balance sheet, income statement, and cash flow statement. The document provides a step-by-step guide to the calculation of each of these statements and includes examples to illustrate the process.

The final part of the document discusses the importance of maintaining accurate records for tax purposes. It explains how to track deductible expenses and how to calculate the taxable income. The document also provides information on the latest tax laws and regulations and offers advice on how to minimize the tax liability.

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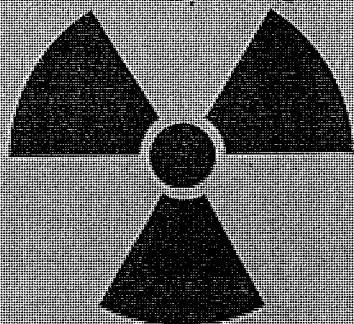
National Post

NEWS

Tourist town bids to host 48,000 tonnes of nuclear waste

Justin Hopper Dec 11, 2011 – 10:01 PM ET

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The picturesque community of Saugeen Shores, Ont., has announced it is entering the running to become the permanent home for 48,000 tonnes of Canadian nuclear waste.

Last week, the Southern Ontario community's town council voted "to determine whether the municipality is a candidate" for an ambitious federal project to permanently store all of Canada's nuclear waste in a sprawling underground bunker.

"We haven't said we're interested in hosting it. We've simply said could we even be considered as a host," Saugeen Shores Mayor Mike Smith told the Owen Sound Sun Times last week, adding that the council is particularly interested in finding out whether they could "do it safely."

The tourist-friendly Ontario community is the ninth Canadian municipality to express interest in becoming the home for depleted Canadian nuclear fuel, but it is the first in Southern Canada. All the other contenders are isolated northern communities such as Inuvik, Sask., and Hornepayne, Ont.

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Counting nine bed and breakfasts and at least 14 hotels and motels, Saugeen Shores (known for its “amazing sunsets”) is easily among the most touristy of the contenders.

In comments last week, Mr. Smith argued that the nuclear facility was a natural fit for the 12,000-person community, which is only a 30-minute drive from the Bruce Nuclear Generating Station, North America’s largest nuclear power plant — and the region’s largest employer.

Since Canada’s first nuclear power plant went online in 1962, reactors in Ontario, New Brunswick and Quebec have generated more than two million bundles of spent nuclear fuel. “If the entire current inventory could be stacked like cordwood, they could fit into a space the size of six hockey rinks from the ice surface to the top of the boards,” reads the website of the Nuclear Waste Management Organization (NWMO), an arm’s length federal body set up in 2002 to manage Canada’s used nuclear fuel.

Currently, all this waste is stored at Canadian reactor sites in temporary vaults and silos. A facility at Bruce Power, for instance, already holds nearly 40% of the Canadian total.

The proposed repository would be a 375 hectare bunker located half-a-kilometre underground. With the facility’s final price tag coming in as high as \$24 billion, the project promises “thousands of jobs in the host region and potentially hundreds of jobs in a host community for many decades,” according to the NWMO.

Of course, from now until the NWMO picks a final spot, Saugeen Shores will have to prove its worth against the eight other candidate towns. “Ultimately, there will have to be a compelling demonstration of willingness expressed by the citizens of any interested community,” according to a mid-November press release by Saugeen Shores.

The community’s flirtation with storing radioactive waste comes amid another a fierce dispute over a 76-meter-tall wind turbine poised to take shape at the Canadian Auto Workers Family Education Centre in the southwest corner of Saugeen Shores. “We’re scared for our health and our property values,” resident Paul Krane told Postmedia in November.

On Nov. 14, Saugeen Shores town council unanimously passed a resolution calling for the Ministry of Environment to “review, suspend or revoke” approval for the project. So far, their appeals have yielded nothing.

National Post

thopper@nationalpost.com

Posted in: Canada, News Tags: Nuclear Waste, Saugeen Shores



TRISTIN HOPPER

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The second part of the document provides a detailed explanation of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is described in detail, including the necessary documents and procedures to follow.

The third part of the document discusses the various methods used to record transactions. It compares the double-entry system with the single-entry system, highlighting the advantages and disadvantages of each. It also explains how to use T-accounts to organize and summarize the data.

The fourth part of the document covers the process of adjusting the accounts. It explains why adjustments are necessary and how they are made. It discusses the different types of adjustments, such as accruals, deferrals, and depreciation, and provides examples of how to record them.

The fifth part of the document discusses the preparation of financial statements. It explains the different types of statements, such as the balance sheet, income statement, and statement of cash flows, and how they are prepared. It also discusses the importance of comparing the results of the current period with those of the previous period.

The sixth part of the document discusses the importance of internal controls. It explains how internal controls can help to prevent errors and fraud, and how they can be designed to ensure the accuracy and reliability of the financial information.

The seventh part of the document discusses the role of the accountant. It explains the different types of accountants, such as tax accountants, cost accountants, and management accountants, and the skills and knowledge required for each.

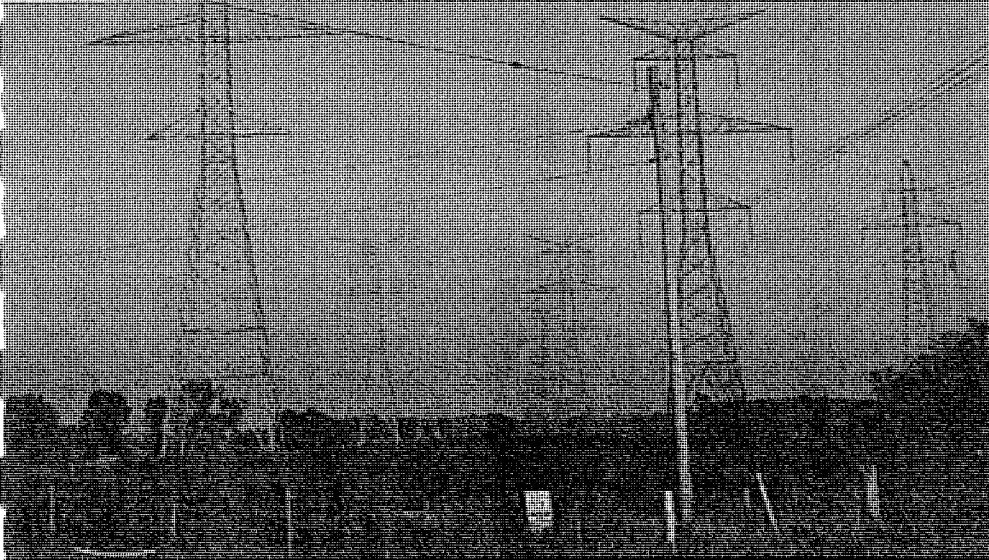
The eighth part of the document discusses the future of accounting. It discusses the impact of technology on the profession, such as the use of spreadsheets and accounting software, and the need for accountants to stay up-to-date with the latest developments.

EXHIBIT H



THE CONTRACTOR PLUS
REWARDS PROGRAM

Nuclear waste dump idea sparks unease in Ontario



Transmission lines that run from the Bruce nuclear power plant on Lake Huron to Milton, Ont., are seen on Tuesday, Aug. 16, 2011 just north of Hanover, Ont. The still-under construction third transmission corridor can be seen on the left.

Text:

The Canadian Press
Published Sunday, Dec. 11, 2011 8:11AM EST

MORE DETAILS

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TORONTO - A community on the shores of Lake Huron has cracked open the door to southern Ontario's becoming the permanent storage site for Canada's spent, but still dangerously radioactive, nuclear fuel.

Until now, only nine communities in remote areas of northern Saskatchewan and northern Ontario were in the running to host the \$24-billion project for a mammoth underground facility.

Now, to the consternation of some, one of southern Ontario's premier tourist destinations is on the radar, although how it got there is already the subject of dispute.

The municipality of Saugeen Shores, which includes the picturesque lakeside towns of Port Elgin and Southampton about three hours west of Toronto, is showing interest in becoming home to the waste site.

Neighbouring Brockton is also looking to get on board as part of an initiative to involve the entire county, which is already home to the Bruce nuclear power plant in nearby Kincardine.

It's a radical departure from what conventional wisdom has been for years: that (the waste) would go in the "Canadian Shield," said Chris Peabody, a Brockton councillor from Walkerton, Ont.

"Councils up here are freaking out about wind energy, but they're inviting a nuclear waste dump into their town."

The region is attractive as a waste site because 40 per cent of used nuclear fuel in Canada is already housed above ground at the Bruce generating plant.

The plant is a major employer in the region, has stored spent fuel for years, and community acceptance of a permanent low-level waste facility was high.

Jamie Robinson, spokesman for the Nuclear Waste Management Organization, denied the federal agency has been pushing for expressions of interest from the county.

"We're not treating any communities," Robinson said.

were not targeting any communities, Robinson said.

"It's not us that's thinking about southern Ontario. Our process is open to any community in Canada. It's a community driven process."

The project involves finding a willing and suitable host for a six square kilometre bunker built half a kilometre below a square kilometre of field.

The facility would warehouse millions of high-level nuclear-fuel rods that remain dangerous indefinitely.

In return, the waste agency is dangling a huge economic-development carrot, promising the creation of hundreds of jobs for the community and thousands more for the region over many decades.

The downside, Robinson said, would be the huge stress such a project would have on existing infrastructure.

"There'll be significant positive benefits as well as potentially negative benefits," said Robinson.

"We encourage potential host communities to consider whether this project is consistent with the long-term vision that they've got for their community."

Coun. Thead Seaman said it was the waste organization that approached Saugeen Shores ("The Sun's Favourite Destination") looking for an invitation into the community.

The agency took councillors on a tour of the temporary storage at the Bruce plant last month.

With Mayor Mike Smith on board, a committee agreed to ask the agency for more information but Seaman said councillors will likely doom the idea soon.

"The public doesn't want us to even receive more information," Seaman said. "So, we'll just shoot it dead in the water and that will be the end of it."

Still, the idea continues to bubble that the entire county could act as host region with benefits shared across the area.

The suggestion gained little traction in the municipality of South Bruce earlier this year but nearby Brockton, which includes Walkerton, appears more enthusiastic.

Its councillors also toured the temporary storage site earlier this month.

Brockton Mayor Dave Inglis said the county has long-standing experience with nuclear power, and council would likely make a decision on the issue "shortly."

But Peabody said Walkerton's tainted water tragedy a decade ago should be reason enough to stay out of the radioactive-waste business.

"Taking a town like Walkerton, which has that legacy of E. coli, and inviting a nuclear waste dump in -- I have trouble with that," Peabody said.

"I would (also) question the wisdom of putting all of Canada's nuclear waste beside or close to Lake Huron under some of Canada's best farm land."

Either way, nailing down a site will likely take as long as another decade, and then at least that long to build the repository.

To date, three communities in Saskatchewan -- English River First Nation; Pine House and Creighton -- and six northern Ontario communities -- Ear Falls, Ignace, Nipigon, Schreiber, Hornepayne and Wawa -- have been through initial screening.



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The second part of the document provides a detailed explanation of the double-entry bookkeeping system. It states that for every debit entry, there must be a corresponding credit entry of equal amount. This system helps in identifying errors and ensures that the accounting equation remains balanced at all times.

The third part of the document outlines the steps involved in preparing the financial statements. It starts with the trial balance, which is used to verify the accuracy of the ledger accounts. Once the trial balance is confirmed, the next step is to prepare the income statement, which shows the company's profitability over a specific period.

The fourth part of the document discusses the preparation of the balance sheet, which provides a snapshot of the company's financial position at a particular point in time. It highlights the importance of distinguishing between current and long-term assets and liabilities.

The fifth part of the document covers the process of closing the books at the end of the accounting period. It explains how temporary accounts, such as sales, expenses, and income, are closed to the permanent accounts to start the new period with a clean slate.

The sixth part of the document discusses the importance of internal controls and the role of the auditor. It emphasizes that strong internal controls are essential for preventing fraud and ensuring the reliability of the financial information.

The seventh part of the document provides a summary of the key concepts and principles discussed throughout the document. It reiterates the importance of accuracy, transparency, and adherence to accounting standards.

The eighth part of the document includes a list of references and sources used in the preparation of the document. It also provides contact information for further inquiries.

EXHIBIT I



STAFF REPORT

Prepared By: Larry Allison, CAO

Date: July 9th 2012

Subject: DGR Briefing Session with CNSC – August 23rd, 2012

RECOMMENDATION

That the briefing session with the Canadian Nuclear Safety Commission scheduled for August 23rd 2012 include _____ from Council and _____ from the Community.

BACKGROUND

As part of learning more about the national process to regulate approvals for a Deep Geological Repository for used nuclear fuel, the Canadian Nuclear Safety Commission will conduct a preliminary briefing session for interested communities. Such sessions are typically held at Stage 2 of the site selection process and are designed to provide further understanding about the role of the Agency in oversight.

Such a session has been tentatively arranged for Thursday August 23rd in Ottawa. The date proposed is the day following the conclusion of the AMO Conference which is also being held in Ottawa this year. As there are a few councilors expressing interest in attending AMO there would be some economies derived from making a single trip. The CNSC does not travel to interested communities, they are required to attend at their office.

A draft agenda for the session is attached. The CNSC can accommodate up to 10 participants and those attending are to be determined locally. The NWMO itself is not involved in the session what so ever. A cross-section of both elected representatives and community members with varying views on the DGR issue are encouraged to attend the briefing session. Staff understands that other communities who have participated in similar sessions recently have found them to be educational and worthwhile.

Depending on the level of interest from Council members themselves there may be opportunity to request a number of community groups or organizations nominate an individual to attend. Staff are seeking direction of Committee of the Whole as to participation in this regard in order to make final arrangements with the CNSC.

FINANCIAL IMPACT: Nil - The expenses incurred by Town and any community representatives attending the session are reimbursed by NWMO.



NOTICE OF MEETING -- AVIS DE RÉUNION

File / Dossier: 2.05.01
CNSC E-doc: 3958253

<p>TO <i>À</i></p>	<p>Visitors:</p> <p>Larry to fill in once known</p>	<p>CNSC Members:</p> <table border="0"> <tr> <td>Mike Rinker</td> <td>Don Howard</td> </tr> <tr> <td>Andrew Stewart</td> <td>Andrée Mongeon</td> </tr> <tr> <td>Kim Mann</td> <td>Trudy Chapman</td> </tr> <tr> <td>Raj Garg</td> <td>Richard Tennant</td> </tr> <tr> <td>Andrew Elliot</td> <td>Brian Torrie</td> </tr> </table>		Mike Rinker	Don Howard	Andrew Stewart	Andrée Mongeon	Kim Mann	Trudy Chapman	Raj Garg	Richard Tennant	Andrew Elliot	Brian Torrie												
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<p>SUBJECT <i>OBJET</i></p>	<p>CNSC's Early Role in the Adaptive Phased Management Project – Outreach meeting with Town of Saugeen Shores</p>																								
<p>AGENDA OR REMARKS</p> <p><i>ORDRE DU JOUR OU REMARQUES</i></p>	<table border="0"> <tr> <td>10:00 – 10:10</td> <td>Introductions (all)</td> </tr> <tr> <td>10:10 – 10:45</td> <td>Overview of CNSC's Regulatory Framework and licensing process</td> </tr> <tr> <td>10:45 – 11:00</td> <td>Environmental Assessment</td> </tr> <tr> <td>11:00 – 11:15</td> <td>Public Hearing Process</td> </tr> <tr> <td>11:15 – 11:30</td> <td>Public Information Programs</td> </tr> <tr> <td>11:30 – 11:45</td> <td>Aboriginal Consultation</td> </tr> <tr> <td>11:45 – 12:00</td> <td>Participant Funding Program</td> </tr> <tr> <td>12:15 – 12:45</td> <td>Working Lunch (to be provided by the CNSC) Technical Safety of Deep Geological Repositories – Safety Assessment/ Safety Case (12:00 – 12:30)</td> </tr> <tr> <td>12:45 – 13:00</td> <td>Packaging and transportation of nuclear substances and emergency preparedness</td> </tr> <tr> <td>13:15 – 13:30</td> <td>Security</td> </tr> <tr> <td>13:30 – 14:00</td> <td>Closing remarks (additional time if needed)</td> </tr> </table>			10:00 – 10:10	Introductions (all)	10:10 – 10:45	Overview of CNSC's Regulatory Framework and licensing process	10:45 – 11:00	Environmental Assessment	11:00 – 11:15	Public Hearing Process	11:15 – 11:30	Public Information Programs	11:30 – 11:45	Aboriginal Consultation	11:45 – 12:00	Participant Funding Program	12:15 – 12:45	Working Lunch (to be provided by the CNSC) Technical Safety of Deep Geological Repositories – Safety Assessment/ Safety Case (12:00 – 12:30)	12:45 – 13:00	Packaging and transportation of nuclear substances and emergency preparedness	13:15 – 13:30	Security	13:30 – 14:00	Closing remarks (additional time if needed)
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<p>LOCATION OF MEETING</p> <p><i>ENDROIT DE LA RÉUNION</i></p>	<p>Room 12-050, 280 Slater St, Ottawa, ON Visitors please go to the CNSC reception desk, located on the ground floor of 280 Slater Street. CNSC staff contact Nicole Kearns (613-992-5544), if unavailable contact Valerie Leclerc-Vigeant (613-947-4346).</p> <p>Date: August 23, 2012</p> <table border="1"> <tr> <td data-bbox="272 1360 748 1430"> <p>Time / <i>Heure</i>: 010:00 – 14:00</p> </td> <td data-bbox="748 1360 1421 1430"> <p>Duration / <i>Durée</i>: 4 hours</p> </td> </tr> </table>			<p>Time / <i>Heure</i>: 010:00 – 14:00</p>	<p>Duration / <i>Durée</i>: 4 hours</p>																				
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<p>ARRANGED BY</p> <p><i>ORGANISÉ PAR</i></p>	<p>Name / <i>Nom</i>: Julie Mecke</p>		<p>Tel / <i>Tél</i>: (613) 996-7314</p>																						

EXHIBIT J



NUCLEAR WASTE SOCIÉTÉ DE GESTION
MANAGEMENT DES DÉCHETS
ORGANIZATION NUCLÉAIRES

RECEIVED
JUL 30 2012

Chief, Council
SON-Jake

July 19, 2012

Chief Randall Kahgee
Chippewas of Saugeen First Nation
RR #1
Southampton, ON N0H 2L0

Chief Scott Lee
Chippewas of Nawash Unceded First Nation
RR #5
Warton, ON N0H 2T0

Dear Chief Kahgee and Chief Lee:

I am writing to you pursuant to our undertaking to ensure you are kept informed about our work in your area. As you may already know the communities of Saugeen Shores, Huron-Kinloss, Arran-Elderslie and South Bruce have each publicly acknowledged that they are interested in receiving information on our process to find a willing host community for a safe site for Canada's used nuclear fuel. Each community has recently passed a resolution requesting information about the NWMO, the project and the process to select a site. As part of this process of learning more about the project, they have also requested an initial screening of the potential suitability of their community.

As we have indicated to you before in our letters regarding Saugeen Shores and Brockton we remain committed to ensuring you have the most up to date information on this process and project. We are interested in meeting with you to discuss the project and begin to explore issues such as partnerships and decision making. As a company the NWMO acknowledges, respects and honours that Aboriginal peoples have unique status and rights as recognized and affirmed in s.35 of the Constitution Act (1982) and is committed to respecting the Aboriginal rights and treaties of Aboriginal peoples in Canada. The NWMO also recognizes and honours that First Nation people have a special relationship with Mother Earth and the associated unique stewardship responsibilities flowing from that relationship.

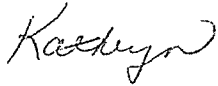
We mean no disrespect to your community by accepting the request of your neighbours to learn about our project and participate in our process. It is open to any community in Canada, including yours, to make a request to learn about our project. Such a request does not represent any commitment on the part of the requestor, nor does it represent any commitment by the NWMO as to where the project may end up. The focus of this very initial stage of the site selection process is to share information with all communities which express an interest in learning about Canada's plan and the project. Because we are only at the information sharing and gathering stage we are not screening out potential host communities unless we have determined that they are unlikely to have geologically suitable land available for a safe site based on our initial desktop studies.

We are still several years from determining a suitable site for the safe storage of used nuclear fuel. We do not know which province we will be operating in, and as such we have not been delegated any aspects of the Crown's duty to consult. We do however believe in the importance of sharing information and attempting to address concerns as they become known to us.

As we work toward identifying a suitable site for our project, we will do so on a basis that respects Aboriginal rights and we will implement the project in a manner that benefits the communities in the vicinity of the project, wherever it ends up being located.

I am hopeful that we can find a suitable time to meet in the near future.

Yours Truly,



Kathryn Shaver

Vice President, APM Site Selection and Engagement

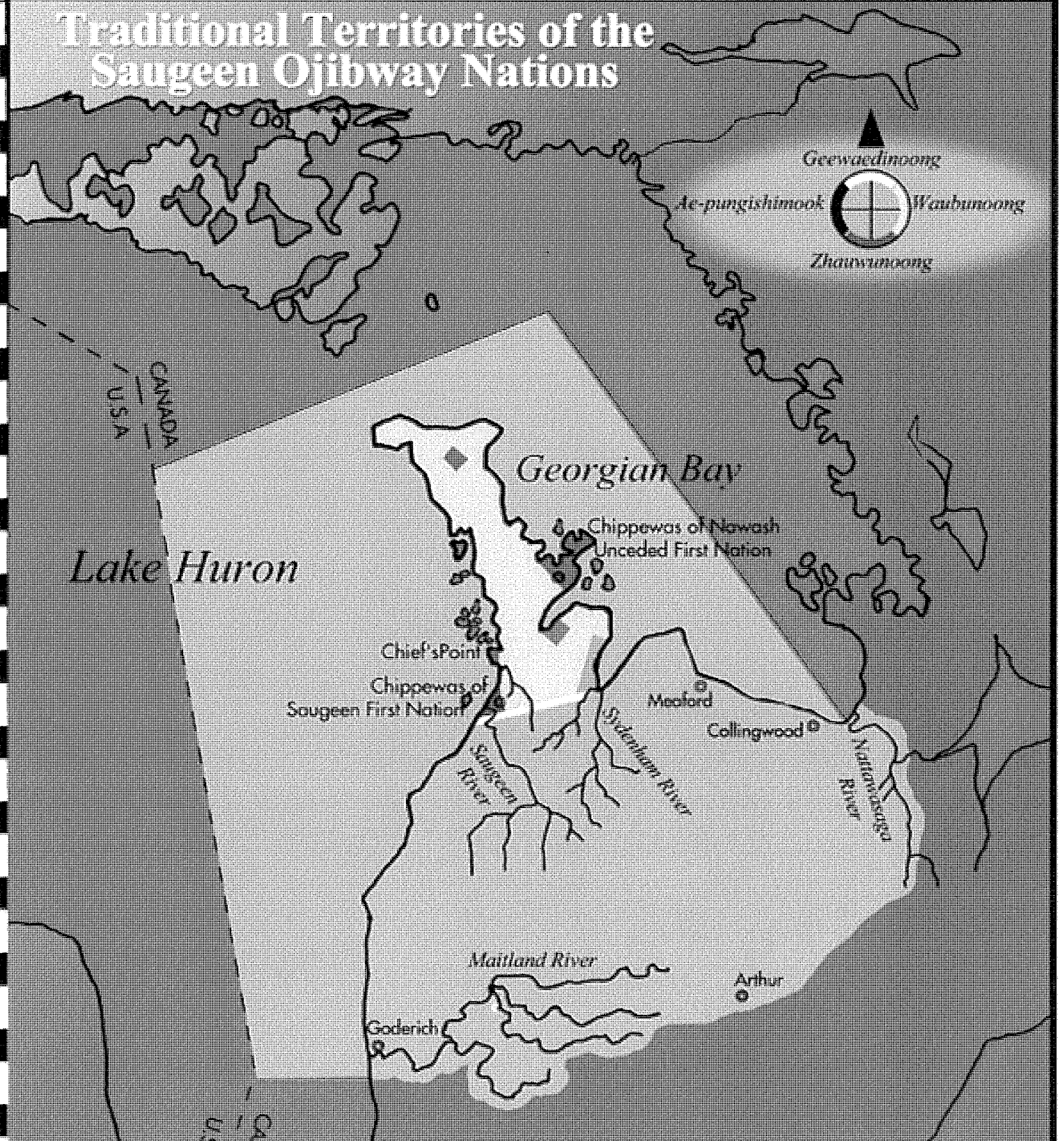
The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions and how to use a double-entry system to ensure that the books balance.

The second part of the document focuses on the practical aspects of bookkeeping. It offers step-by-step instructions on how to set up a ledger, how to record transactions, and how to calculate the balance of each account. It also discusses the importance of regular reconciliations and how to identify and correct errors. The document includes several examples and exercises to help readers understand the concepts and apply them in their own work.









The final part of the document covers the preparation of financial statements. It explains how to use the information from the ledger to create a balance sheet, an income statement, and a cash flow statement. It also discusses the importance of these statements for business decision-making and for providing information to stakeholders. The document concludes with a summary of the key points and a final note on the importance of accuracy and honesty in bookkeeping.

EXHIBIT K

Traditional Territories of the Saugeen Ojibway Nations



FOR ILLUSTRATIVE PURPOSES ONLY

- | | | | | | |
|-----------------------------|---|---------------------------|---|--|---|
| Aboriginal Title claim area |  | Treaty 45 1/2 (1836) area |  | The islands around the Peninsula were subject to various treaties but many small islands on the Lake Huron side were returned to the First Nations in 1980 |  |
| Treaty 67 (1851) area |  | Treaty 72 (1854) area |  | | |
| Treaty 82 (1857) area |  | Treaty 93 (1861) area |  | First Nations' lands 2004 |  |

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions and how to use a double-entry system to ensure that the books balance.

Next, the document covers the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and identify any discrepancies. This step is crucial for detecting errors and preventing fraud. The document provides a step-by-step guide to performing a reconciliation, including how to investigate and resolve any differences.

The final part of the document discusses the importance of regular audits. It explains that audits are necessary to ensure that the financial statements are accurate and reliable. The document provides a list of common audit procedures and explains how to prepare for an audit. It also discusses the role of the auditor and how to respond to any findings.

EXHIBIT L



CHIEFS AND COUNCILS SAUGEEN OJIBWAY NATION

*Chippewas of Saugeen, RR 1, Southampton ON N0H 2L0 519-797-2781
Chippewas of Nawash, RR 5, Wiarton ON N0H 2T0 519-534-1689*

K. E. Nash
President
Nuclear Waste Management Organization
22 St. Clair Avenue East, 6th Floor
Toronto ON M4T 2S3

BY FAX: 416 934 9526

November 18, 2011

Dear Mr Nash,

RE: NWMO Consideration of Saugeen Ojibway Territory for a Used Nuclear Fuel Repository

It has recently come to our attention that the Council of Saugeen Shores intends to formally enter into the site selection process with NWMO to consider Saugeen Shores as a site for a used nuclear fuel repository. As you know, Saugeen Shores is within the Saugeen Ojibway Nation traditional territory and is directly adjacent to the Saugeen First Nation communal lands.

We are deeply troubled by this development. As you well know, SON has been engaged with Ontario Power Generation Inc. (OPG) and the NWMO for many years to consider OPG's plan for a Deep Geological Repository for Low and Intermediate Level Nuclear Wastes at the Bruce site. You have been personally involved in these meetings, initially as a representative of OPG, and later as head of the NWMO. From our very first meetings, SON has consistently expressed its concern that the DGR for low and intermediate level wastes would pave the way for a used fuel repository within our territory. We have been given constant assurance, by NWMO and OPG both, that there was no plan or intention to build a used nuclear fuel repository in SON territory and that the DGR project would not be the basis for developing a used fuel repository in SON territory.

It would be completely illegitimate for NWMO to now begin a process to consider Saugeen Shores, or any other location within the SON territory, for a used nuclear fuel repository. It is contrary to the assurances repeatedly given to SON.

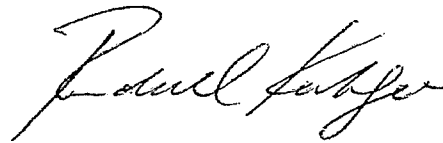
Further, for NWMO to now begin consideration of the Bruce site, or another proximate area, for a used fuel repository, on the eve of the Joint Review Panel consideration of OPG's DGR project for low and intermediate level wastes, is an affront to the JRP process and will act to undermine the legitimacy of its review.

SON must now receive clear assurances from you on behalf of NWMO, and from the most senior levels at OPG and government, that in the present circumstances, NWMO and OPG are not willing to engage in any consideration of siting a used fuel repository in SON territory. We expect that this position will be made clear to Saugeen Shores and other communities in the area who may seek to enter into NWMO's site selection process.

Miigwetch



Chief Scott Lee
Chippewas of Nawash Unceded First Nation



Chief Randall Kahgee
Chippewas of Saugeen First Nation

cc. The Honourable Chris Bentley, Minister of Energy
Mike Smith, Mayor of Saugeen Shores, Warden of Bruce County
Albert Sweetnam, Ontario Power Generation Inc.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The second part covers the various methods used to record transactions, including the double-entry system and the use of journals and ledgers. It also discusses the importance of regular reconciliations to identify and correct any errors. The third part of the document deals with the classification of transactions into different accounts, such as assets, liabilities, and equity. It explains how these transactions affect the accounting equation and how they are recorded in the general ledger. The final part of the document discusses the preparation of financial statements, including the balance sheet, income statement, and statement of cash flows. It provides a detailed explanation of how these statements are derived from the accounting records and how they provide a comprehensive view of the company's financial performance.

EXHIBIT M



NUCLEAR WASTE SOCIÉTÉ DE GESTION
MANAGEMENT DES DÉCHETS
ORGANIZATION NUCLÉAIRES

Ken Nash
PRESIDENT

TEL 647.259.3010
EMAIL knash@nwmo.ca

November 25, 2011

Chief Scott Lee
Chippewas of Nawash Unceded First Nation
RR#5
Warton, ON N0H 2T0

Chief Randall Kahgee
Chippewas of Saugeen First Nation
RR#1
Southampton, ON N0H 2L0

Dear Chief Lee and Chief Kahgee:

Thank you for your letter of November 18 regarding the possibility of the Town of Saugeen Shores deciding to enter the learn more phase of Adaptive Phased Management (APM). I would like to arrange to discuss the matters you raised at your earliest convenience. Meanwhile, I would like to offer the following explanation of where NWMO is positioned in implementing our mandate under the Nuclear Fuel Waste Act.

APM was developed over a period of three years during which time, we engaged with more than 18,000 Canadians, including 2500 Aboriginal people, across Canada and received advice from 500 experts. NWMO was consistently advised by Canadians that safety and security is a top priority and this generation must take action on the long-term management of the wastes that we have created.

NWMO's mandate for APM was approved by the Government of Canada in 2007. We are now responsible for implementing a national infrastructure project to safely isolate Canada's used nuclear fuel in a suitable geological formation where it will be monitored and it can be retrieved if necessary. This mandate requires an open and transparent process to locate the facility in an informed and willing host community.

The site selection process developed by NWMO is a result of a continuing dialogue with Canadians over a period of three years and is fundamentally community driven. It was initiated in 2010 with NWMO creating awareness and is now in the initial stages of what will eventually be a nine-step process spanning many years. The multi-year process of site selection is designed to provide the time required to assess the primary objective of safety, and explore the potential for the project to enhance long-term well-being of the host community and surrounding areas.

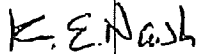
So far ten communities in Ontario and Saskatchewan have stepped forward with an interest to learn more. One community has been screened out because of unfavourable geological conditions.

With reference to the interest of Saugeen Shores, it is important to note that the APM site selection process is open to all communities in Canada. I should also clarify that no one in NWMO or, to my knowledge, anyone in OPG, has stated that NWMO would exclude communities in Bruce County, or anywhere in Canada for that matter, in advance of the learn more stage that forms the first step in our process. That would be inconsistent with our agreement with Canadians that we would implement the process we designed in collaboration with Canadians and that the process would be followed faithfully to determine the ultimate site for the APM DGR.

We note that the Hosting Agreement between OPG and Kincardine for an OPG DGR on the Bruce Nuclear site is only for Low & Intermediate Level Waste and clearly excludes used nuclear fuel. NWMO has consistently said that we would not be looking at the OPG DGR for used fuel. That will not change. NWMO is mandated by the Nuclear Fuel Waste Act to develop an NWMO deep geologic repository for all of Canada's used nuclear fuel.

Once a community passes a resolution to enter the learn more phase, the process requires NWMO to involve local Aboriginal communities and other communities in the region. We are pleased that Saugeen Shores has chosen to contact SON prior to any decision by Council to enter the learn more part of the process. NWMO looks forward to building a strong, mutually respectful relationship with SON and would be pleased to meet with SON to describe APM and the site selection process and the matters raised in your letter.

Sincerely,



K.E. Nash
President

cc: The Honourable Chris Bentley, Minister of Energy
Mike Smith, Mayor of Saugeen Shores, Warden of Bruce County
Albert Sweetnam, Ontario Power Generation

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books. Each step is explained in detail, with examples and practical advice.

The third part of the document focuses on the preparation of financial statements. It covers the balance sheet, the income statement, and the statement of owner's equity. It explains how these statements are derived from the accounting records and how they provide a comprehensive view of the company's financial health.

The fourth part of the document discusses the importance of internal controls. It outlines various control procedures, such as segregation of duties, authorization, and documentation, which are essential for preventing errors and fraud. It also discusses the role of the auditor in verifying the accuracy of the financial statements.

The fifth part of the document covers the final steps of the accounting process, including the closing of the books and the preparation of the final financial statements. It explains how the temporary accounts are closed to the permanent accounts and how the final financial statements are prepared and presented.

EXHIBIT N



CHIEFS AND COUNCILS
SAUGEEN OJIBWAY NATION

Chippewas of Saugeen, RR 1, Southampton ON N0H 2L0 519-797-2781
Chippewas of Nawash, RR 5, Wiarton ON N0H 2T0 519-534-1689

K. E. Nash
President
Nuclear Waste Management Organization
22 St. Clair Avenue East, 6th Floor
Toronto ON M4T 2S3

BY FAX: 416 934 9526

February 23, 2012

Dear Mr Nash,

RE: NWMO Consideration of Saugeen Ojibway Territory for a Used Nuclear Fuel Repository

We write to further to our letter of November 18, 2012 and in response to an NWMO letter of January 25, 2012. The subject of both of those letters is NWMO's consideration of SON Territory as a site for a used nuclear fuel repository.

We must be perfectly clear – SON strongly opposes the consideration of our Territory as a site for a used fuel waste repository.

In our November 18 letter we explained that SON had learned of Saugeen Shores Council's decision to enter into NWMO's site selection process for the used nuclear fuel repository. As you know, Saugeen Shores is adjacent to our communal lands and in the heart of our Territory. We explained that SON has been given constant assurances that the OPG's DGR for low and intermediate level nuclear wastes would not pave the way for a used nuclear fuel repository. We asked for your assurance that our Territory would not be considered for a used fuel repository.

In your response letter of November 25, 2011, you gave no such assurance. In fact, you stated that neither NWMO nor OPG has ever stated that communities in Bruce County would be excluded from consideration for a used nuclear fuel repository. You continued to say that NWMO will not seek to put used nuclear fuel in the proposed DGR for low and intermediate level wastes, which you must know has never been our concern. With these words, we are left feeling that our engagement with OPG and NWMO over the past years has been based on only half the story, and that OPG and NWMO have always planned to keep options open to build repositories for all of Canada's nuclear wastes, including used fuel, in our Territory.

In NWMO's letter of January 25, you inform SON that the Municipality of Brockton, again in the heart of our Territory, has also entered into the site selection process with NWMO. It must be noted that this is a form letter - it makes no reference to our earlier correspondence, it does not address the specific issues raised by SON in our letter of November 18, and it completely ignores the long history between SON, OPG and NWMO in these matters. Instead, you indicate that there will be "broad engagement" with potential host communities, surrounding communities and "Aboriginal people potentially affected". To receive such a letter is deeply offensive.

SON is not an "Aboriginal people potentially affected". These are our Treaty lands and our Traditional Territory. Our communal lands are closer to the Bruce site than many of the municipalities you purport to engage as "hosts". This is where we live and exercise our Rights, and where we must continue to do so forever. Our ancestors are buried on the Bruce site. No decision could be made to site a used fuel repository in our Territory without acknowledging SON as a host community, and engaging SON on this basis. This means that no decision could be made to build a used nuclear fuel repository in our Territory unless SON was informed and willing.

SON is not a willing host for this project. At this time, and in light of the Environmental Assessment and planning of the OPG's DGR project, SON is not prepared to even have our Territory considered for the used nuclear fuel repository. For this reason, SON will oppose any continuing work by NWMO in this regard.

We ask that you now, on behalf of the NWMO, confirm that NWMO would not develop and build a used nuclear fuel repository in SON Territory if SON was opposed to the plan.

Miigwetch



Chief Scott Lee
Chippewas of Nawash Unceded First Nation



Chief Randall Kahgee
Chippewas of Saugeen First Nation

cc. Shawn Atleo, National Chief, AFN
Ed John, North American Representative to UN Permanent Forum on Indigenous Issues
The Honourable Chris Bentley, Minister of Energy
Regional Chief Angus Toulouse, Chiefs of Ontario
Mike Smith, Mayor of Saugeen Shores, Warden of Bruce County
David Ingles, Mayor, Municipality of Brockton
Albert Sweetnam, Executive Vice President, Nuclear, Ontario Power Generation Inc.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed list of items that should be tracked, such as inventory levels, accounts payable, and accounts receivable. It also outlines the procedures for reconciling these accounts and resolving any discrepancies.

The second part of the document focuses on the classification of expenses. It explains how to distinguish between capital expenditures and operating expenses, and how to allocate costs to different departments or projects. This section includes a table with various expense categories and their corresponding accounting treatments. The document also discusses the impact of depreciation and amortization on the financial statements and provides formulas for calculating these values.

The third part of the document addresses the issue of tax compliance. It provides a comprehensive overview of the tax laws that apply to the business, including income tax, sales tax, and property tax. It offers practical advice on how to minimize tax liability through legitimate deductions and credits. The document also includes a checklist of tax-related tasks that should be completed on a regular basis to avoid penalties and interest.

Finally, the document concludes with a summary of the key points discussed and a call to action for the reader to implement the recommended practices. It emphasizes that consistent adherence to these guidelines is essential for the long-term success and financial stability of the business.

EXHIBIT O



NUCLEAR WASTE SOCIÉTÉ DE GESTION
MANAGEMENT DES DÉCHETS
ORGANISATION NUCLÉAIRES

Ken Nash
PRESIDENT

Tel: 647.259.3010
Email: knash@nwmO.ca

May 3, 2012

Chief Scott Lee
Chippewas of Nawash Unceded First Nation
RR#5
Warton, ON N0H 2T0

Chief Randall Kahgee
Chippewas of Saugeen First Nation
RR#1
Southampton, ON N0H 2L0

Dear Chief Lee and Chief Kahgee:

Thank you for your letter of February 23 further explaining SON's position with respect to a DGR for used nuclear fuel on SON Treaty Lands and Traditional Territory.

There are a couple matters I will address in this letter, however, because of the importance of these issues, I continue to believe that it is important that we meet face to face and, therefore, reiterate my request for a meeting.

To be clear, the OPG DGR has not paved the way for a used nuclear fuel repository. The DGR for a used nuclear fuel is guided by our federally approved Adaptive Phased Management process. This process, as you point out, is based on a willing host community. Seventeen communities in Saskatchewan and Ontario have indicated their interest in Learning More about our project. The NWMO has not made any commitment to any community, region or First Nation that they will be the host for this project. In fact, that decision is still 7-10 years away.

In your letter you refer to the "Bruce Site" and I want to assure you that with respect to the NWMO DGR for used nuclear fuel, there is no proposed Bruce site. In fact, there is no specifically identified site anywhere. It is just too early in our process to do so.

Our process recognizes the importance of working with Aboriginal peoples in whose traditional territories we are proposing to work and the need to ensure there is on-going involvement and participation in decisions that affect them. I wish to assure you that the NWMO will work with Aboriginal communities in a shared decision-making process leading to strong and lasting partnerships. In all of our work the health and safety of the environment and of people is the first priority.

Elders whom we work with have advised us to explore the possibility of working together with Aboriginal communities to assess the possible environmental effects of the project on Mother Earth through the application of Traditional Knowledge. They have also advised us to work closely with potentially affected Aboriginal communities in order to ensure that these communities benefit from this project should it be built in their territory. This could include matters such as, assessing the suitability of a particular site for the project and identifying the terms and conditions on which the project might proceed. The process could also include agreements with Aboriginal communities to ensure that they benefit from the economic opportunities, employment, education and capacity building a project this size will bring. Building a project of this size will generate thousands of jobs in the host region and potentially hundreds of jobs in a host community for many decades.

The NWMO's work with Aboriginal peoples is guided by a few key principles:

- We acknowledge, respect and honour that Aboriginal peoples have unique status and rights as recognized and affirmed in s. 35 of the Constitution Act (1982.)
- We respect Aboriginal and Treaty rights.
We recognize the unique circumstances of the Aboriginal peoples we will be working with and therefore our need to have an open mind on process.
- We believe that collaboration is key to a project of this size and therefore seek to make strong and lasting partnerships and relationships
- We believe that Aboriginal Traditional Knowledge will make our processes and our project better and therefore will seek to engage Traditional Knowledge holders in all aspects of our work and to interweave this knowledge with our work as appropriate and as agreed with the owners of this Knowledge

I believe in the value of having a good working relationship with you. You pose several ideas regarding our process and project which in the spirit of being "adaptive" should be explored. I do hope we can set up a process to do so.

Yours Truly,



Ken Nash
President

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and transfers between accounts.

The second part of the document provides a detailed explanation of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is described in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It explains the difference between assets, liabilities, and equity accounts, and how they are classified. It also discusses the importance of understanding the normal balances for each type of account.

The fourth part of the document provides a comprehensive overview of the accounting equation. It explains how the equation is used to verify the accuracy of the accounting records and how it is applied in various accounting transactions.

The fifth part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements reflect the true financial position of the company at the end of the accounting period.

The sixth part of the document provides a detailed explanation of the closing process. It outlines the steps involved in closing the temporary accounts and transferring their balances to the permanent accounts.

The seventh part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements.

The eighth part of the document provides a detailed explanation of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements.

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EXHIBIT P



CHIEFS AND COUNCILS SAUGEEN OJIBWAY NATION

*Chippewas of Saugeen, RR 1, Southampton ON N0H 2L0 519-797-2781
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Albert Sweetnam
Executive Vice President
Ontario Power Generation
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November 1, 2011

Dear Mr Sweetnam,

RE: Discussions between SON and OPG regarding foundational issues respecting OPG's Operations within the Territory

As you know, representatives of SON and OPG have been meeting over the last month in an attempt to resolve key issues SON has raised respecting OPG's operations within SON Territory, and specifically, concerns respecting OPG's proposed Deep Geological Repository project.

At these and earlier meetings, we have made clear that SON's fundamental goal is to protect the safety of its communities, the integrity of its Traditional territory, and its Rights and interests within that Territory. Our objective now is to resolve the very serious and growing nuclear waste problem in our Territory.

With respect to OPG's proposed DGR project, SON could not support any such project that was not part of a comprehensive strategy to address the nuclear waste issues in our Territory and give our communities comfort and certainty that our Territory, people, Rights and interests will be protected. As we have said, such a strategy must include commitments that:

- OPG will not support the development of a used-fuel repository within SON Traditional Territory if SON opposes such a development.
- OPG will reconsider the inclusion of long-lived intermediate level nuclear wastes as part of any project for the management of low and intermediate level nuclear wastes.
- OPG will not plan for or develop additional nuclear waste management projects within SON Territory without the support of SON.

- OPG, with SON, will identify legacy issues arising from its past and current operations within SON Territory and develop a plan to resolve those issues.
- OPG will not proceed to construct the DGR without the support of SON as evidenced by a ratification vote by its communities.

We have conveyed this position to OPG in our last number of meetings. Although we believe we have had good discussions, we do not feel that OPG has fully understood us or is prepared to adequately respond to our position. At our last meeting on October 14th, OPG shared its response to SON's positions and conveyed what OPG was willing to commit to in this regard. OPG's proposal fell far short of what SON requires at this time.

We remain hopeful that these issues can be resolved between SON and OPG through ongoing discussions. However, we believe that no progress will be made unless there is a meeting between the leaders of SON and OPG. For this reason, we ask that you be in attendance at our next meeting, and that you consider whether your President should also attend.

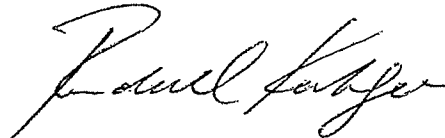
While we try and resolve these matters, it has become clear that SON must continue its review of the current DGR project to prepare for its participation in the upcoming federal review of the project. We will ask our Environmental Office to be in contact with Donna Pawlowski to address administrative and budgeting matters under our Protocol Agreement to allow this work to proceed.

Lastly, SON is of the view that given the seriousness of these matters and their significance for the relationship between SON and Ontario, it is appropriate that SON meet with our new Minister of Energy to brief him on SON's concerns and positions. Out of respect for our process, we want to ensure that we have had the opportunity to meet with you again on these issues prior to our meeting with the Minister.

Miigwetch



Chief Scott Lee
Chippewas of Nawash Unceded First Nation



Chief Randall Kahgee
Chippewas of Saugeen First Nation

cc. Donna Pawlowski, OPG

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions and how to use a double-entry system to ensure that the books balance.

The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements and how to identify and correct any discrepancies. This process is crucial for ensuring that the financial statements are accurate and reliable. The document also discusses the importance of regular reconciliations and how to handle any errors that may occur.

The third part of the document covers the preparation of financial statements. It explains how to calculate the net income or loss for a period and how to prepare the balance sheet, income statement, and cash flow statement. The document provides a step-by-step guide to the calculation of each of these statements and includes examples to illustrate the process.

The final part of the document discusses the importance of maintaining good financial records for tax purposes. It explains how to keep track of all deductible expenses and how to ensure that all income is properly reported. The document also provides a checklist of items to review at the end of each year to ensure that all financial records are up-to-date and accurate.

EXHIBIT Q



CHIEFS AND COUNCILS
SAUGEEN OJIBWAY NATION

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Albert Sweetnam
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March 9, 2012

Dear Mr Sweetnam,

RE: Discussions between SON and OPG regarding foundational issues respecting OPG's Operations within the Territory

We write to follow-up on both our letter to you of November 1, 2011 as well as our meeting of December 20, 2011. As you know, we raised and discussed many critical issues relating to the ongoing engagement between SON and OPG respecting OPG's operations within SON Territory, including your proposal for the DGR project.

It was our understanding coming out of our December meeting that OPG would provide us with response to the issues we have raised. Could you please confirm whether OPG intends to provide such response and when we might expect to receive it?

Miigwetch

Chief Scott Lee
Chippewas of Nawash Unceded First Nation

Chief Randall Kahgee
Chippewas of Saugeen First Nation

cc. Donna Pawlowski, OPG

CEAA Registry Reference No. 06-05-17520

**Saugeen Ojibway Nations' Application for a Determination on
the Scope of Review of OPG's DGR Project and the Inclusion of a
Project for the Long-Term Management of High Level Nuclear Wastes**

SUPPLEMENTARY SUBMISSION

**February 25, 2013
Toronto, Ontario**

I. OVERVIEW

1. On August 9, 2012, the Saugeen Ojibway Nations (“SON”) made a submission to this Panel (the “August 9 submission”). That submission argued that Ontario Power Generation Inc. (“OPG”) must include a project for the disposal of used nuclear fuel (a “HLW Project”) within the Study Area in its cumulative effects assessment for the DGR Project under review. The failure to do so renders the OPG’s Environmental Impact Statement (“EIS”)—and thus the assessment being undertaken by the Panel—fundamentally flawed.
2. The question of whether the HLW Project should be considered as part of the cumulative effects assessment of the DGR Project is not in dispute. OPG expressly acknowledges in the EIS that a HLW Project is a reasonably foreseeable project. OPG, in fact, includes such a project in its assessment of cumulative effects. OPG distorts the analysis, however, by considering only the possibility of a HLW Project located outside the Study Area, ignoring the more likely possibility that a HLW Project will be located inside the Study Area.
3. Further, by considering only that used nuclear fuel will be removed from the Study Area, OPG claims the benefit of an ameliorative cumulative effect in the Study Area—a net reduction in radiation and radioactivity—without ever addressing the numerous significant adverse environmental effects that would result from the co-location of the DGR Project and a HLW Project within the Study Area.
4. Having taken the position in its EIS that a project for the disposal of used nuclear fuel is a reasonably foreseeable project, OPG cannot now argue that the siting and construction of a such a project is too contingent or hypothetical to be consider as part of the cumulative effects assessment of the DGR Project. Thus, the only question facing the Panel is whether it is appropriate for this environmental assessment to consider only the possibility that the HLW Project will be developed outside the Study Area, as OPG contends (albeit without justification, rationale or

evidence), or whether it is necessary to also consider the possibility that a HLW Project will be developed within the Study Area.

5. In its August 9 submission, SON explained that the preponderance of available evidence demonstrates that it is more likely that a HLW Project will be developed within the Study Area than outside it. Since SON made its submissions in August 2012, further evidence has come to light that makes it increasingly clear that a HLW Project is a reasonably foreseeable future project within the Study Area, as detailed in SON's submission of December 21, 2012.
6. It would critically undermine the legitimacy of this environmental assessment to consider only the possibility that a HLW Project will be developed outside the Study Area, as OPG urges in its EIS and in its responses to recent information requests. A review on this basis would be materially skewed and fundamentally flawed. OPG must be given specific direction to amend its EIS to include full consideration, data and analysis of the possibility that the HLW Project will be developed within the Study Area.

II. THE NEED TO CONSIDER THE POSSIBILITY OF THE HLW PROJECT WITHIN THE STUDY AREA

7. SON will make specific submissions on: (i) requirements of law and environmental assessment best practices for the inclusion of reasonably foreseeable projects such as a HLW Project in the Study Area in this review; (ii) OPG's recognition of the need to include the HLW Project in its cumulative effects assessment and its decision to include only the possibility that it will be developed outside the Study Area; (iii) available evidence that demonstrates it is as likely, or more likely, that a HLW Project will be developed inside, rather than outside, the Study Area; and (iv) how a cumulative effects assessment—and thus this environmental assessment—on this basis would be materially skewed and fundamentally flawed. SON will also make brief submissions on the Panel's concern that there remains confusion between the two DGR projects. SON will submit that there is no confusion, rather concern about

the connection between the two projects and that this must be addressed in a transparent way as part of this review, not managed by willfully excluding the HLW Project from consideration.

A. Law and Environmental Assessment Best Practices Require Inclusion of HLW Project in Cumulative Effects Assessment

8. A proper cumulative effects assessment is a condition precedent for any environmental assessment under the *Canadian Environmental Assessment Act*. As this Panel noted in its letter of February 1, 2013, “paragraph 19(a) of CEAA 2012 states ‘that the environmental assessment of a designated project must take into account . . . any cumulative environmental effects that are likely to result from the designated project in combination with other physical activities that have been or will be carried out.’”
9. The Joint Panel Agreement that constituted the JRP for this review requires “a consideration of . . . [t]he environmental effects of the Project, including the environmental effects of . . . any cumulative effects that are likely to result from the Project in combination with other projects that have been or will be carried out.”¹ Similarly, the EIS Guidelines require that OPG “must identify and assess the cumulative adverse and beneficial environmental effects of the project in combination with other past, present or reasonably foreseeable projects and/or activities within the study area.”² The EIS Guidelines make clear that “it is the responsibility of the proponent to provide sufficient data and analysis on any potential environmental effects to permit proper evaluation by a joint review panel, the public, and technical and regulatory agencies.”³
10. The direction to the proponent in the EIS Guidelines is consistent with best practices for undertaking cumulative effects assessment under Canadian environmental

¹ JRP Agreement Terms of Reference at Part IV, paragraph 1(a).

² EIS Guidelines at section 14.

³ EIS Guidelines at section 1.1

assessment law and policy. The *Cumulative Effects Practitioner's Guide* is clear that a cumulative effects assessment should consider “[o]ther actions that have occurred, exist, or may yet occur which may also affect those same VECs are identified [in the EIS]. Future actions that are approved within the study area must be considered; officially announced and reasonably foreseeable actions should be considered if they may affect those VECs [identified in the EIS] and there is enough information about them to assess their effects. Some of these actions may be outside the study area if their influence extends for considerable distances and length of time”.⁴

11. It is incorrect for a cumulative effects assessment to consider only “projects that have been approved but not yet implemented or proposals awaiting planning or other formal approval.”⁵ Such a narrow approach to determining what projects are included in the cumulative effects assessment risks “limit[ing] the ability of cumulative environmental effects assessment to contribute to informed environmental planning and decision making in the future of the project area.”⁶ Cumulative effects assessment must “include ‘certain’ and ‘reasonably foreseeable’ projects and, where appropriate those projects that are ‘hypothetical.’”⁷ In this context, “reasonably foreseeable” means that “[t]he action may proceed, but there is some uncertainty about this conclusion.”⁸
12. The governing case law is clear that it is incumbent on this Panel to ensure to a proper cumulative effects assessment is conducted. “Pursuant to paragraph 16(1)(a) of the Act, every screening or comprehensive study must consider any cumulative

⁴ *Cumulative Effects Assessment Practitioners Guide*, Prepared For: Canadian Environmental Assessment Agency; Prepared By: The Cumulative Effects Assessment Working Group (Hegmann, G., C. Cocklin, R. Creasey, S. Dupuis, A. Kennedy, L. Kingsley, W. Ross, H. Spaling and D. Stalker) and AXYS Environmental Consulting Ltd., February 1999 (“Practitioners Guide”) at section 1.1.

⁵ *Operational Policy Statement: Addressing Cumulative Environmental Effects under the Canadian Environmental Assessment Act* (dated 1999, updated November 2007) (the “Operational Policy Statement”).

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

environmental effects which are likely to result from the proposed development in combination with other projects or activities which have been or will be carried out.⁹ The court in *Bow Valley* explained the need for a broad and thorough cumulative effects assessment, noting “[u]pon a review of the jurisprudence in this area, it becomes clear that, although courts have narrowly interpreted the meaning of the ‘scope of the project’, they have gone further in their interpretation of the cumulative effects provisions under the *Act*.”¹⁰

13. Similarly, the court in *Friends of the West Country* confirmed that a cumulative effects assessment “is indeed mandatory” and further “that the environmental assessment shall consider the environmental effects of the project as scoped and ‘any cumulative effects that are likely to result from the [scoped] project in combination with other projects or activities that have been or will be carried out.’”¹¹ The court explained “the nature of a cumulative effects assessment under paragraph 16(1)(a) would appear to expressly broaden the considerations beyond the project as scoped. It is implicit in a cumulative effects assessment that both the project as scoped and sources outside that scope are to be considered.”¹²
14. In undertaking a cumulative effects assessment, a panel will “breach[] its duty” if it fails “to obtain all available information about likely [related projects] in the vicinity of the project” and will further “breach[] its duty” if it fails “to consider this information with respect to cumulative environmental effects, to reach conclusions and make recommendations about this factor, and to substantiate these conclusions and recommendations in the Joint Review Panel’s report.”¹³

⁹ *Bow Valley Naturalists Society v. Canada (Minister of Canadian Heritage)* (C.A.), [2001] 2 F.C. 461 at paragraph 38.

¹⁰ *Bow Valley* at paragraph 47.

¹¹ *Friends of the West Country Assn. v. Canada (Minister of Fisheries and Oceans)* (C.A.), [2000] 2 F.C. 263 at paragraph 25.

¹² *Friends of the West Country* at paragraph 34.

¹³ *Alberta Wilderness Assn. v. Cardinal River Coals Ltd.* (T.D.), [1999] 3 F.C. 425 at paragraph 76.

B. OPG Acknowledges the HLW Project as Reasonably Foreseeable and the Need to Include it in the Cumulative Effects Assessment of the DGR Project

15. OPG has acknowledged that a HLW Project is reasonably foreseeable and has included such a project as part of the cumulative effects assessment in the EIS. OPG, however, has only considered the possibility that a HLW Project will be developed outside the Study Area and has developed its EIS on this basis. This position is wholly unsupported by evidence. OPG's failure to consider the possibility of a HLW Project within the Study Area is a critical omission in the cumulative effects assessment and materially skews the environmental assessment of the DGR Project.

16. A HLW Project is not a speculative, contingent or imaginary project nor is it even a hypothetical project. It is a certain and planned project. The NWMO is mandated under the *Nuclear Fuel Waste Act* to develop, propose to government and implement a long-term project for the management of all nuclear fuel wastes in Canada.¹⁴ In 2005, NWMO recommended its adaptive phased management ("APM") process that would lead to "centralized containment and isolation of the used fuel in a deep geological repository in a suitable rock formation, such as the crystalline rock of the Canadian Shield or Ordovician sedimentary rock."¹⁵ APM was accepted by the Government of Canada on June 14, 2007.¹⁶

17. In May 2010, NWMO commenced its process for the identification of a site for a deep geological repository for used nuclear fuel (the "Site Selection process"). On September 30, 2012, NWMO suspended expressions of interest for communities wishing to enter into the process.

¹⁴ *Nuclear Fuel Waste Act*, S.C. 2002, c.23, section 6.

¹⁵ *Choosing a Way Forward: The Future of Management of Canada's Used Nuclear Fuel, Final Study*, Nuclear Waste Management Organization (November 2005) at 44 ("Choosing a Way Forward").

¹⁶ *Moving Forward Together: Process for Selecting a Site for Canada's Deep Geological Repository for Used Nuclear Fuel*, Nuclear Waste Management Organization (May 2010) ("Moving Forward Together") at page 5.

18. OPG has recognized the need to include the HLW Project in its cumulative effects assessment for the DGR Project as a “reasonably foreseeable” project. In Section 10 of the EIS, Table 10.4-1 identifies a number of projects for which OPG has undertaken a cumulative effects assessment in relation to the DGR Project, including “Transfer of fuel to a Long Term Repository.”¹⁷ The description of the project states that the used fuel currently stored at the Western Used-Fuel Dry Storage Facility will, at some point in the future, be relocated to a suitable long-term storage site.¹⁸
19. OPG, however, only includes the possibility that a HLW Project will be developed outside the Study Area, and consequently, concludes that used fuel will be removed from the Study Area. OPG states:

At some point in the future, used fuel and decommissioning wastes will be transferred to a long-term repository. The DGR is not for the long-term management of used fuel; therefore, the repository will be located off-site. Any dose will be solely from the transport of used fuel, and as the used fuel is transferred off-site, will result in net reduction of dose.¹⁹
20. OPG has very recently confirmed both its acceptance of the need to include the HLW Project as a reasonably foreseeable project in the cumulative effects assessment and its position that only the removal of nuclear fuel wastes from the Study Area are reasonably foreseeable. On December 12, 2012, in response to EIS-06-233, OPG states: “[I]t is reasonably foreseeable that used fuel will be transported to a deep geological repository outside of the Bruce nuclear site.”
21. OPG has provided no substantive explanation or justification for its decision to consider only the possibility of a HLW Project outside the Study Area. OPG offers

¹⁷ EIS, *supra* note 1 at s. 10, table 10.4-1.

¹⁸ OPG notes that NWMO is mandated to seek an informed willing host community for the long-term management site and that used fuel transfer is not expected until 2035 or later. Despite this, OPG recognizes the project as reasonably foreseeable and includes it in the cumulative effects assessment. EIS, *supra* note 1 at s. 10, table 10.4-1.

¹⁹ *Id.* at 10-37, s.10.6.4.

only the nonsensical statement “the DGR is not for the long-term management of used fuel; therefore, the repository will be located off-site.”²⁰

C. Evidence Demonstrates that it is as Likely or More Likely that the HLW Project Will be Developed Within the Study Area

22. NWMO has now closed the period for expressions of interest from communities wishing to enter into the Site Selection Process. Some 21 communities located primarily in Ontario are engaged in the process. All five of the municipalities within the Study Area (the “Study Area Communities”)—nearly a quarter of all communities engaged in the site selection process—have entered into the process. All five have passed initial screening and have issued council resolutions to move on to more advanced stages of the Site Selection process.
23. In the August 9 Submission SON explained that all available evidence demonstrates that the development of the HLW Project at the Bruce Nuclear site, or within one of the Study Area Communities, is reasonably foreseeable and that this outcome is as likely or more likely than the development of a HLW Project at any location outside the Study Area. At paragraphs 23 to 58 of the August 9 Submission, SON set out in detail the many factors which make it reasonably foreseeable that the HLW Project will be developed within the Study Area.
24. OPG has sought to demonstrate that the Bruce Nuclear Site, and the Study Area more generally, has characteristics that make it technically and operationally superior to any other potential candidate site for a deep geological repository for nuclear wastes. These characteristics, which accord with the very criteria that NWMO will consider as part of APM and Site Selection, include:
 - a. Ideal geological conditions demonstrated through in-depth study for over a decade.²¹

²⁰ *Id.*

²¹ See August 9 Submission, at paragraphs 25 to 28.

- b. OPG owned land, with sufficient available space for the construction of another deep geological repository, or expansion of the DGR Project.²²
 - c. An existing secure and controlled nuclear site.²³
 - d. Canada’s only site with demonstrated and proven secure routes and protocols for transportation of nuclear wastes.²⁴
 - e. Significant percentage of waste already on site (over 40% of Canada’s used fuel waste).²⁵
 - f. Existing “nuclear community” with all local municipalities expressing interest for a HLW Project.²⁶
 - g. No identified policy constraints.²⁷
25. The evidence makes clear that the Study Area Communities must be considered the “front runners” in the Site Selection process, based on OPG’s and NWMO’s own analysis. No other community—let alone a contiguous group of communities—currently in the Site Selection process, or elsewhere in Canada, has this collection of characteristics and circumstances marking its suitability for a HLW Project. No other site currently in the Site Selection process has had more than preliminary and cursory assessments of site suitability or technical feasibility. None are existing nuclear communities, none have undergone any assessment of the potential for safe and secure transportation of nuclear wastes, and of course, no other candidate site is currently owned and operated by OPG or currently holds a majority of spent nuclear fuel.

²² *Id.* at paragraph 32.

²³ *Id.* at paragraph 25.

²⁴ *Id.* at paragraph 31.

²⁵ *Id.* at paragraph 29.

²⁶ *Id.* at paragraph 33.

²⁷ *Id.* at paragraphs 35 to 37. In addition, all communities have passed the initial site screening process, and more importantly, OPG and NWMO argue in their EIS that there are no policy constraints relating to the DGR Project, or any residual adverse impacts on VECs that cannot be mitigated. NWMO will certainly argue that this is *prima facie* evidence that the same analysis will apply to the HLW Project.

26. As explained at paragraphs 38 and 39 of the August 9 Submission, the DGR Project will become a “pilot project” for the HLW Project, allowing the NWMO to meet the requirements of its Adaptive Phased Management, generate extensive site specific data, develop and demonstrate operational processes, including transportation of nuclear wastes, processing and internment of wastes in the repository, and continue the building—or manufacturing— of “local community acceptance.” If the DGR Project is approved and constructed, it will greatly *increase* the likelihood that the HLW Project will be constructed at the Bruce Nuclear site, or elsewhere within the Study Area.
27. Lastly, the Study Area Communities are a five-member cluster of communities within the Study Area. While it is exceedingly unlikely that any of the communities will be screened out for technical reasons at any stage of the Site Selection Process, even if one or more of the communities withdraws from the process, there is still a significant chance that some will remain, ensuring that a technically viable host community within the Study Area will remain through to the end of the process.

D. To Allow OPG to Ignore the Possibility of HLW Project within the Study Area will Materially Skew the Cumulative Effects Assessment and Undermine the EA

28. OPG has acknowledged that a HLW Project is a reasonably foreseeable project that must be addressed in the review of its DGR Project as part of the cumulative effects analysis. OPG baldly asserts, however, that the only possibility that must be considered is that the HLW Project will be developed outside the Study Area. This is simply wrong.
29. OPG implicitly takes the position that it is more likely that a HLW Project will be developed in one of the communities outside the Study Area currently in the Site Selection Process. By making this assumption, OPG’s analysis has omitted critical cumulative effects considerations and seeks to demonstrate a net cumulative effect *benefit* to the Study Area through a reduction in radioactivity. OPG offers no

explanation for how it could have come to such a conclusion and OPG's position in this regard is flatly contradicted by all available evidence.

30. OPG has failed to consider, and has deprived the Panel and public the opportunity to consider, the many critical adverse environmental effects arising from the co-location of the DGR Project and a HLW Project within the Study Area. As explained at paragraphs 70 to 74 of the August 9 Submission, the DGR Project itself is a first-of-kind project that poses unique and untested challenges. These challenges are compounded, and significantly magnified, if the DGR Project is co-located with a HLW Project. The inclusion of a HLW Project as a cumulative effect project will require significant new data, study and analysis, including (i) assessment of radiation effects from normal operations, transportation and accidents and malfunctions, (ii) accidents and malfunctions probability scenarios, effects and response; (iii) operational considerations resulting from increased intensification and demand on resources; (iv) socio-economic effects, including public perception, stigma effects and social acceptance; (v) transportation issues relating to increased intensification and unique issues regarding transportation of fuel wastes; and (vi) technical feasibility considerations relating to co-location.
31. A HLW Project would cause impacts identical in kind, and to the same VECs, as the DGR Project, but with a greater magnitude given the nature of the nuclear wastes and the cumulative effect of the two projects. When a potential future project will have similar effects to the project under review, it militates strongly in favour of including that potential future project in the cumulative effects assessment.²⁸
32. For example, as explained at paragraph 73 of SON's Application, transportation is a complex and critical issue for the long-term management of used nuclear fuel. However, transportation of nuclear wastes is completely omitted from the EIS. OPG has failed to address any stand-alone effects on the DGR Project resulting from the transportation of used nuclear full wastes or any cumulative effects resulting from

²⁸ August 9 Submission at paragraph 63.

the transportation of used nuclear fuel wastes in addition to the ongoing transportation of other nuclear wastes to the Study Area. Yet, OPG has failed to consider these matters despite including the removal of nuclear fuel wastes from the Study Area as an identified cumulative effects project.²⁹

33. OPG recognizes that a stigma effect may result from the development of the DGR Project, which it defines as “negative images attached to a neighbourhood, community, other geographic area and its residents or to local products and services.”³⁰ OPG, however, has included no analysis at all regarding the potential stigma effect from the DGR Project and the HLW Project in combination, or from the already extant confounding of the two projects in the media and among the public. This omission ignores, and patently biases, a critical consideration relating to the development of deep geological repositories. International experience demonstrates that stigma effects are definitive issues relating to the viability of nuclear waste repository developments.³¹
34. The need for social acceptance and public support for nuclear waste disposal programs has been a hallmark of Canadian law and public policy.³² OPG appears to have recognized this to a degree, and describes its public engagement program it states is intended to fulfill the requirements under the *CEAA* and the *NSCA*.³³ OPG,

²⁹ Questions respecting transportation of nuclear wastes appear to have been a common concern expressed during OPG’s public engagement. OPG states that one of the “Frequently Asked Questions” during open house meetings concerned transportation of nuclear wastes to the site. OPG stated response was “...The DGR Project will result in no changes to the volumes, means, or routes for transport.” EIS at page 6-269. Again, this response reflects OPG’s skewing of the cumulative effects analysis and of public understanding and perception. OPG fails to consider changes in volume, means, routes or types of nuclear waste transportation resulting from an HLW Project within, or outside of, the Study Area and in so doing *reverses* the potential adverse effects resulting from the two projects in this regard.

³⁰ EIS at page 7-180

³¹ A recent example is the abandonment of the nuclear waste repository project in west Cumbria, England, which was reportedly based on the local communities concerns regarding the negative impacts on the local tourism economies. This same issue has been cited as the reason for the abandonment of the proposed Yucca Mountain waste repository in Nevada, USA. “Nuclear Waste: Too Hot to Handle”, *New Scientist*, February 18, 2013, available at <http://www.newscientist.com/article/mg21729040.100-nuclear-waste-too-hot-to-handle.html>.

³² August 9 Submission at paragraph 74.

³³ EIS at page 2-1

however, has based its entire public consultation and engagement process on the basis that there is no connection between the DGR Project and the HLW Project, and further, on the basis that an HLW Project within the Study Area is not reasonably foreseeable.³⁴

35. OPG has held out that there is evidence of strong overall support for the DGR Project from the community.³⁵ It is impossible to understand from the record what level of public support for the DGR Project would have existed, or exists today, if the connection between the DGR Project and the possibility of a HLW Project being developed within the Study Area was understood by or explained to the public. We must ask: “if people living in the area understood that the DGR Project might lead to the permanent disposal of all of Canada’s used nuclear fuel waste within the same area, would they care?” This is a matter that must be addressed as part of a proper cumulative effects analysis.
36. The DGR Project and the HLW Project are the most significant nuclear projects in Canada’s history. A failure to consider the possibility of a HLW Project inside the Study Area is no minor omission, it is a fundamental deficiency. The possibility of these two projects being developed within the same geographical region fundamentally changes the complexion and impacts of the DGR Project. Without consideration of the HLW Project within the Study Area, the environmental assessment of the DGR Project is rendered all but meaningless.

³⁴ OPG makes this clear as part of its identified seven “key messages” for public consultation: “The DGR will not contain used nuclear fuel. It is for the long-term management of L&ILW. The long-term management project for Canada’s used fuel is NWMO’s Adaptive Phased Management (APM) Project. DGR and APM are separate, distinct projects.” EIS at page 2-3.

³⁵ EIS Exec Summary at vii. OPG bases this on the results of a telephone survey, which OPG states indicated that 60% voted in favour of the DGR. EIS, Executive Summary at vi. This is profoundly misleading as there was no vote, and the telephone poll did not ask this question. In fact, the poll question made no reference at all to “the DGR”, nor to “nuclear waste”, “permanent disposal”, or “underground disposal”. The poll question did not even make clear reference to the location of the planned project. The question asked was: “*Do you support the establishment of a facility for the long-term management of low and intermediate level waste at the Western Waste Management Facility?*” EIS at page 2-10.

E. No Confusion Between the Projects, Rather Concern over the Connection Between the Two Projects

37. In its letter of February 1, 2013, the Panel identifies the possibility that some confusion may exist with regard to the information or lack of information provided to the SON by Ontario Power Generation or the NWMO regarding APM. To be clear, there is no confusion on behalf of SON regarding APM or the DGR Project. Rather, there is deep concern about a connection between the two projects that continues to be ignored and omitted from consideration in this environmental assessment.
38. As outlined in the August 9 Submission, SON has continuously raised concerns with OPG and NWMO regarding the connection between the DGR Project and a HLW Project. SON's concern has always been that the DGR Project would lead to the development of, or "pave the way" for, a HLW Project in the Study Area, and within SON Traditional Territory. OPG and NWMO have consistently failed to respond directly to this concern and have repeatedly and deliberately obfuscated the matter by stating that no used fuel would be placed in the DGR Project.³⁶
39. OPG's public consultation and engagement activities reveal how common a concern this has been—the connection between the DGR Project and the future of used fuel disposal.³⁷ OPG has consistently responded that no used fuel would be placed in the DGR Project, or that the DGR Project and the HLW Project are separate and distinct projects. Both of these answers actively avoid the issue. There is no record in the EIS at all of OPG or NWMO acknowledging the possibility of a HLW Project being developed within the Study Area or any connection between the projects.³⁸ Rather, the record suggests that OPG and NWMO have relied on a formalistic distinction

³⁶ For examples of this, refer to letters attached to SON's August 9 Submissions, at paragraphs 51 to 54, and EIS at page 2-17.

³⁷ For examples, see pages 2-17, 2-18, Table 2.3.4-1, Table 2.4.2-1, Table 2.5.1-1, page 2-75, Table 2.6.1-1 "Frequently Asked Question", Table 2.6.2-1.

³⁸ It is unclear from the record whether NWMO or OPG expressly held out, or relied on, the position that fuel would be removed from the Study Area. SON has submitted information requests seeking details of these many meetings, as well as the messages delivered by OPG and NWMO representatives, but these requests appear not yet to have been forwarded. SON IRs 1.19 and 1.20, submitted to Panel June 15, 2012.

between the two projects to assuage public concern about the connection between the two projects and the possibility of a HLW Project being developed within the Study Area.

40. In very recent submissions, OPG acknowledges the emergence of an increased number of NGO's and citizen's groups expressing concerns about the DGR Project and its connection to a HLW Project. OPG states in its report that "[m]any stakeholder opponents have expressed concerns that if OPG's DGR for low and intermediate level waste is successful, it will pave the way in Bruce County for NWMO's Adaptive Phased Management approach for used nuclear fuel."³⁹ It is clear from this statement that many stakeholders, in addition to SON, continue to express concern about the connection between the two projects, not confusion about which project is which. The report also demonstrates that OPG continues to obfuscate by asserting that no used nuclear fuel will be placed in the DGR Project or that the DGR Project and APM are separate and distinct projects, notwithstanding the clear concession in the EIS that a HLW Project is a reasonably foreseeable project, and the clear evidence set out herein and in the August 9 Submission that a community in the Study Area is a likely candidate for the ultimate siting of a HLW Project.

41. It would be highly improper for this review to aid in managing public concerns regarding the connection between the DGR Project and the HLW Project by allowing the deliberate exclusion from consideration of a HLW Project within the Study Area. Such a result would fly in the face of all available evidence and evident public concern and would fundamentally undermine the legitimacy of the review.

³⁹ Ontario Power Generation's Written Submission for the Joint Review Panel's Socio-Economic Technical Information Session March 20, 2013, under cover letter dated February 21, 2013, page 18.

THIS SUBMISSION IS BY:

SAUGEEN OJIBWAY NATIONS

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Deep Geologic Repository Joint Review Panel

March 27, 2013

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Chippewas of Nawash Unceded First Nation
RR 5, Wiarton, ON N0H 2T0

Chief Randall Kahgee
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Mr. Wayne Robbins
Chief Nuclear Officer
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Subject: Deep Geologic Repository Joint Review Panel – decision on request to include the Adaptive Phase Management (APM) siting process in the cumulative effects analysis for the Deep Geologic Repository for Low and Intermediate Level Radioactive Waste project review

Dear Chief Lee, Chief Kahgee and Mr. Robbins:

The Joint Review Panel (Panel) for the Deep Geologic Repository for Low and Intermediate Level Radioactive Waste project (DGR) received a request from the Saugeen Ojibway Nations (SON) that the Panel should direct Ontario Power Generation (OPG) to revise and resubmit its Environmental Impact Statement (EIS) to include “a project for the disposal of used nuclear fuel” in the cumulative effects assessment for the DGR review.

On February 1, 2013, the Panel issued a letter¹ to the SON and to OPG directing them to file their submissions as to whether or not the cumulative effects analysis of the DGR should include the consideration of the cumulative effects of the DGR in combination with the APM siting process. The submissions received by the Panel have been posted on the registry CEARIS # 898 (SON’s submission) and CEARIS # 899 (OPG’s submission). The SON’s previous submissions and request on this issue are also posted on the registry CEARIS # 687 and CEARIS # 845.

The Panel has reviewed and carefully considered all submissions.

¹ CEARIS# 877

Mandate of the Panel-

The Panel is an administrative tribunal and as such, whatever powers or authority the Panel might want to exercise must be expressly conferred or expressly implicit in the governing authority. The Panel cannot on its own volition or without amendments to its mandate expand its powers to areas or considerations for which the authority has not been assigned or cannot be derived.

The Panel was established to conduct the review of the DGR Project in accordance with the *Terms of Reference for the Review (ToR)*. The Minister of the Environment and the President of the Canadian Nuclear Safety Commission entered into an agreement² defining the Panel's mandate and authority, the scope of the project and the factors to be considered, the applicable regulatory framework together with the details as to how the review shall be conducted. Of particular importance with regard to the specific issue being considered by the Panel is the specific mention in the agreement that the Panel shall conduct the review in a manner that "discharges the requirements set out in the CEAA." [now CEAA 2012]

With regard to the consideration of the cumulative effects, Part IV, *Scope of the Environmental Assessment and Factors to be Considered in the Review*, of the ToR, provides that the review will include the consideration of the "environmental effects of the Project, including the environmental effects of malfunctions, accidents or malevolent acts that may occur in connection with the Project and any cumulative environmental effects that are likely to result from the Project **in combination with other projects that have been or will be carried out:**"³ (emphasis added)

Further, the *Guidelines for the Preparation of the Environmental Impact Statement for the Deep Geologic Repository for Low and Intermediate-Level Radioactive Wastes* (Guidelines), which were approved by the Minister of the Environment as required by the CEAA 2012, following a public consultation process provide further direction as to the information that OPG must submit for the review. More particularly, as stated in section 1.1 of the Guidelines, the purpose of the document is to identify to OPG the nature, scope and extent of the information that must be addressed in the EIS. Section 14 specifically directs the proponent to identify the "cumulative adverse and beneficial environmental effects of the project in combination with other past, present or **reasonably foreseeable** projects and/or activities within the study area." With regard to the cumulative effects assessment, the Guidelines further stipulate that a "reasonable degree of certainty should exist that proposed projects and activities will actually proceed for them to be included.

² *Agreement to Establish a Joint Review Panel for the Deep Geologic Repository Project by Ontario Power Generation Inc. within the Municipality of Kincardine, Ontario*, Final Agreement signed December 2008

³ The wording in the ToR reflects what the requirement was under 16(1)(a) of CEAA (now repealed) which requirement is materially the same in the new paragraph 19(1)(a) of the *Canadian environmental Assessment Act, 2012*.³ (CEAA 2012)

Projects that are conceptual in nature or limited as to available information may be insufficiently developed to contribute to this assessment in a meaningful manner.”

Decision-

The Panel has concluded that APM siting process does not meet the definition of project or physical activities to be included in the cumulative effects assessment under its ToR for the DGR Panel Agreement. The Panel has also concluded that the APM process is not a “reasonably foreseeable” project as set out in the Guidelines for the preparation of the Environmental Impact Statement for the DGR Project.

The reasons for this decision are presented below.

(1) Terms of Reference of the DGR Joint Review Panel Agreement.

The ToR stipulates that the Panel review will consider “...any cumulative environmental effects that are likely to result from the Project in combination with other projects that **have been or will be carried out**”

The Panel has concluded that the APM siting process does not meet the definition of a project that “will be carried out” for the following reasons:

- The APM siting process is a process which may ultimately result in a project for a used fuel repository but it is not yet a project under the ToR or under the CEAA 2012;
- The 21 communities that have expressed interest to enter the siting process have made no commitments to the NWMO and can exit the process at any time;
- Community acceptance is a prerequisite before a community can be selected and the APM process can move to the project phase. In the absence of community engagement or acceptance, there is no project to “be carried out”;
 - The APM process is only in Step 2 (where communities learn more and an initial screening is conducted) and is far from Step 5 where communities identified as having technically suitable sites determine whether they are willing to accept the project and propose the terms and conditions on which they would have the project proceed⁴; and
- The technical and scientific screening evaluations of the suitability of one or more potential sites have not been completed, let alone any feasibility studies (Steps 3 to 6) required in support of a project being proposed to “be carried out.” The

⁴ Nuclear Waste Management Organization 2010. Moving Forward Together: Process for Selecting a Site for Canada’s Deep Geological Repository for Used Nuclear Fuel.

Nuclear Waste Management Organization estimates site evaluation to take 10 years or more⁵;

The mandate for the DGR review as expressed in the ToR speaks of “cumulative effects” in terms of projects “**that have been or will be carried out.**” The term or expression “will be carried out” is not defined in the CEAA 2012 nor in the ToR. In previous instances where Courts were asked to interpret the exact same wording, Courts have determined that, despite the fact that the Canadian Environmental Assessment Agency’s guide suggested that “it would be prudent to consider projects or activities that are in a government approval process as well”, the Courts have concluded that uncertain projects need not be considered:

Only likely cumulative environmental effects must be considered. Projects or activities which have been or will be carried out must be considered. However, only approved projects must be taken into account; uncertain or hypothetical projects or activities need not be considered.⁶

Where the Courts have expanded the duty to include cumulative effects consideration beyond the legislative requirements of “have been or will be carried out” to include likely activities or other projects in the vicinity of a project, is where the terms of reference for that particular project had been modified and amplified to include cumulative effects. For example, in that particular instance, the mandate for that project with regard to the consideration of cumulative effects stated “in combination with other projects or activities that have been or **are likely to be carried out.**”⁷ (emphasis added)

The requirements regarding cumulative assessment were not amplified in the Agreement that established the mandate of the Panel for the DGR review. The DGR Panel’s ToR speaks in terms of projects “that have been or will be carried out.” This language is consistent with what was in the CEAA and what is now in the CEAA 2012 and the DGR review requirements.

Recently, Parliament adopted the CEAA 2012. In the new Act, the legislator made many changes to the environmental assessment regime and had the opportunity to consider expanding or modifying the cumulative effects analysis requirements, but the requirements for the activities to be considered as part of the cumulative effects assessment remained unchanged: “other projects **that have been or will be carried out.**”

⁵ Nuclear Waste Management Organization 2010. Moving Forward Together: Process for Selecting a Site for Canada’s Deep Geological Repository for Used Nuclear Fuel.

⁶ *Bow Valley Naturalists Society v. Canada (Minister of Canadian Heritage)*, [2001] 2 FC 461, par. 41

⁷ *Alberta Wilderness Assn. v. Cardinal River Coals Ltd.*, [1999] 3 FC 425, where the Court, considering the “amplified” language of the Terms of Reference concluded that the panel had breached its duty to obtain all available information with respect to cumulative environmental effects.

The Panel is of the opinion that it is not within its mandate, nor within the Panel's authority, to amplify its mandate to consider projects or activities that are "likely" to be carried out.

For the above reasons, the Panel reiterates its conclusion that the APM siting process is not a project or activity, nor is it a project or activity that "will be carried out" under its ToR or under the CEAA 2012.

(2) Guidelines for Preparation of the EIS

The Guidelines direct the proponent to identify and assess the cumulative effects of the project in combination with "reasonably foreseeable projects." However, a "reasonable degree of certainty should exist that proposed projects and activities will actually proceed for them to be included."

The Panel has concluded that the APM is not a "reasonably foreseeable" project as determined under the EIS Guidelines and, therefore, the APM process does not have to be considered as part of the cumulative environmental effects assessment of the DGR for the following reasons:

- The APM siting process is a process, not a project;
- Any of the 21 communities now in the siting process can withdraw from the process at any time;
- Technical and scientific evaluations of the suitability of potential sites have not been done;;
- A credible cumulative effects assessment of any of the five communities now in Step 2 of the APM process and which are located in the Regional Study Area for the DGR Project is not possible because the technical and scientific evaluations that will be required, if and when the APM process moves from the siting process phase to a project phase have not been done;
- The Panel disagrees that Step 2 of the APM process translates into a "reasonably foreseeable" APM project within the Regional Study Area of the DGR Project; and,
- Kincardine is not one of the 21 communities that have expressed interest and the deadline for communities to register their expression of interest closed September 30, 2012
 - Therefore the, Municipality of Kincardine, the Bruce Nuclear Site and the Local Study Area of the DGR Project cannot be considered as a potential location of an APM project.

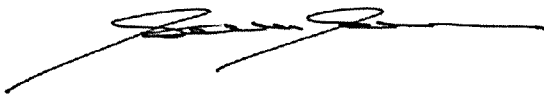
As mentioned above, the Municipality of Kincardine has not entered the siting process. As such, an APM project cannot be considered within the Municipality of Kincardine, nor can it be considered at the Bruce Nuclear Site. For that specific reason, the Panel is of the opinion that OPG, as part of the DGR environmental assessment, must consider the effects of the removal of the nuclear fuel wastes outside of the Bruce Nuclear Site and outside of the Study Area. The Panel disagrees that the inclusion of that consideration in the DGR review translates into the approval of the construction of an APM project.

Final Disposition-

For all the above-noted reasons, the Panel has determined that it does not need to consider the APM process in the cumulative effects assessment of the DGR and, as such, rejects the SON's request to direct OPG to amend the EIS.

In addition, if and when an application for an APM project is submitted, at that time the project will undergo a full environmental assessment that will incorporate the consideration of any cumulative effects associated with that project in combination with other activities, such as the effects associated with a DGR.

Sincerely,



Stella Swanson
Chair, Deep Geologic Repository Joint Review Panel

c.c.: James F. Archibald, Joint Review Panel Member
Gunter Muecke, Joint Review Panel Member

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December 21, 2012

Dear Ms. Myles:

Re: Follow-up on SON Submission on Cumulative Effects

I write to follow-up on Saugeen Ojibway Nations' ("SON") August 9, 2012 submission to the Joint Review Panel (the "Panel"). SON's submission, entitled "Application for a Determination on the Scope of Review of OPG's DGR Project and the Inclusion of a Project for the Long-Term Management of High Level Nuclear Wastes," raised concerns with the failure of the proponent to include consideration of cumulative effects that would follow from the co-location of a deep geological repository for high-level nuclear wastes (a "HLW Project") within the study area for the planned deep geological repository for low and intermediate-level nuclear wastes. As SON explained in its submission, the failure of the proponent to include a HLW Project in its cumulative effects analysis distorts that analysis and renders the environmental impact statement—and thus the assessment being undertaken by the Panel—fundamentally flawed.

As SON explained in its submission, there is ample evidence demonstrating that Ontario Power Generation Inc. ("OPG"), the Nuclear Waste Management Organization ("NWMO") and the Canadian Nuclear Safety Commission ("CNSC") have taken and are continuing to take actions that significantly increase the likelihood that a HLW Project will be constructed in the study area and within SON Territory. As SON explained, the DGR Project currently being reviewed and the HLW Project are inextricably intertwined and a HLW Project is unquestionably a "reasonably foreseeable" project that must be included in the proponent's analysis of cumulative effects.

In the time since SON made its submission, additional information has come to light that further supports SON's position and reinforces the need for the proponent to revise its EIS to take account of the future construction of a HLW Project within the study area.

Arthur Pape*
Ott., Ont., Toronto & Oshawa

Richard B. Salter*
Ott., Ont., Montreal & Vancouver

Jean Teillet*
Ott., Ont., Montreal & Manitoba

Alex Monem*
Ottawa

Colin Jesse Salter*
Ottawa

P A P E S A L T E R T E I L L E T
B A R R I S T E R S & S O L I C I T O R S

As indicated in SON's August 9 submission, all five municipalities in the study area have formally entered NWMO's siting process to be considered host communities for the HLW Project. As of September 30, 2012, NWMO has suspended expressions of interest for communities that might be willing to host a HLW Project. Each of the municipalities in the study area has now passed the initial screening process to assess site suitability. On October 25, 2012, the municipality of Brockton issued a council resolution to advance to stage 3 of the site selection process. On November 19, 2012, the municipality of Huron-Kinross also passed a resolution advancing it to stage 3 of the process. On November 26, 2012, the municipality of Saugeen Shores passed a similar resolution. In addition to these activities, NWMO, as well as CNSC, continue to hold meetings and information sessions in the region on issues relating to the development of a HLW Project. Collectively, these developments demonstrate with certainty that the study area is being strongly considered as the site for the HLW Project, and consequently, that such a development is reasonably foreseeable.

As explained in SON's submission, on November 1, 2011, SON sent a letter to Albert Sweetnam, OPG Executive Vice President for Nuclear Projects. In that letter, SON asked, *inter alia*, that OPG commit that it "will not support the development of a used-fuel repository within SON Traditional Territory if SON opposes such a development" and that "OPG will not plan or develop additional nuclear waste management projects within SON Territory without the support of SON." At the time SON made its submission to the Panel, no response to that letter had been received. On October 24, 2012, SON received a response letter, attached here. OPG has refused to commit to SON that it will not support the development of a HLW Project within SON Territory if SON opposed the project. Rather, OPG states only that "OPG has heard your position regarding the siting of a [HLW] facility within SON territory and has and will continue to communicate your position to the NWMO Board of Directors."

With this response, OPG persists in its refusal to provide any assurances to SON that a HLW Project will not be sited within SON Territory. Further, OPG refuses to support SON in its position that no such project should be developed over SON objections, and refuses to state a position about OPG's preference or expectations regarding the siting of a HLW Project. Yet OPG continues to take the position in its EIS, and in response to Information Requests, that it is reasonably foreseeable that used fuel will be removed from the study area.

On December 12, 2012, OPG provided responses to information requests served by the Panel as IR Package #6. In its response to IR # EIS-06-233 OPG reiterated its position that a "reasonably foreseeable project" is "Transfer of Used Nuclear Fuel to a Long-Term Repository." OPG explained that "[I]t is reasonably foreseeable that used fuel will transported to a deep geologic repository outside of the Bruce nuclear site. Again, OPG

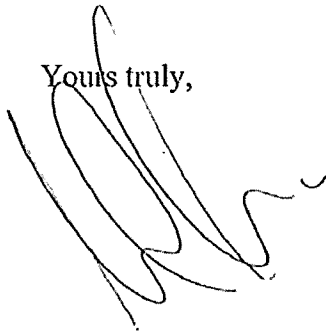
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provides no justification for this statement and fails to address—or even mention—facts that suggest the greater likelihood of used fuel be transported into the study area. For example, OPG makes no mention of facts set out above that all of the municipalities within the study area have formally entered NWMO's siting process, have now passed the initial site screening stage and at least three have progressed to more advanced stages of the process.

OPG's continued insistence that used-fuel will be transported out of SON Territory for the purpose of this EA process, while refusing to provide assurances to SON in this regard, is self-serving, misleading and has the effect of perverting a fair and credible environmental assessment of its project.

SON feels it is necessary to ensure the Panel is aware of the continuing developments respecting the siting of a HLW Project within the study area of the DGR Project, and to ensure that the Panel has all necessary information available to it as it makes its determination on SON's submission and assesses the adequacy of the proponent's EIS. SON is ready to provide additional information or otherwise assist the Panel in any way that it can.


Yours truly,

A handwritten signature in black ink, appearing to read 'Alex Monem', written over a light blue horizontal line.

Alex Monem

Encl.

EXHIBIT “I”

This is Exhibit ... I ... referred to in the
affidavit of Randall Kahgel
sworn before me, this 15th
day of August 2011

A COMMISSIONER FOR TAKING AFFIDAVITS

Saugeen Ojibway Nations

Written Submissions to the Joint Review Panel respecting OPG's Darlington New Nuclear Power Plant Project (DNNP)

February 21, 2011

SON submissions will be limited to the following matters:

- SON's special interest in these proceedings
- The connection between this Project and OPG's proposed Deep Geological Repository for Low and Intermediate Nuclear Wastes
- The requirement that this Project not be approved on the basis of assumptions about the outcome of the EA review of the DGR Project and related consultation activities, and therefore:
 - OPG must show that it can safely and adequately carry out the project on the basis of on-site nuclear waste management alone.
 - OPG must show that it can manage nuclear wastes on-site for a sufficient period of time until long-term management facilities are developed in the event that OPG's DGR Project is not approved.
 - Approval of this EA, if granted, should promote the development of the Project in ways that are respectful and accommodating of future decisions on the use of SON traditional territory for nuclear waste management.

A. SON's Special Interest in these Proceedings

The Saugeen Ojibway Nations and its Territory

The Saugeen Ojibway Nations consist of the Chippewas of Saugeen First Nation and the Chippewas of Nawash Unceded First Nation. SON traditional territory extends east from Lake Huron to the Nottawasaga River and south from the tip of the Bruce Peninsula to the Maitland River system, 11 miles south of Goderich. SON traditional waters include the lakebed of Lake Huron from the shore to the international boundary with the United States and the lakebed of Georgian Bay to the halfway point. SON assert

Aboriginal and Treaty rights throughout its traditional territory, including an established commercial fishing right in the waters of Lake Huron and Georgian Bay.

The Bruce Nuclear Complex, including the OPG owned Western Waste Management Facility, is within SON traditional territory and interacts with significantly with SON traditional waters within Lake Huron. OPG has recently proposed the construction and operation of a Deep Geological Repository for Low and Intermediate Level radioactive wastes (LILW) within the Bruce Nuclear Complex. The Western Waste Management Facility currently accepts and stores LILW from all nuclear reactor facilities in Ontario. The proposed DGR for LILW would also act as a long-term disposal site for all LILW in Ontario.

OPG as part of its EIS for the Darlington NNPP Project has included nuclear waste management strategies that contemplate sending nuclear wastes off-site to management facilities for storage, and has indicated its preference to send nuclear wastes to the Western Waste Management Facility. Further, the Darlington NNPP Project contemplates the potential for OPG's proposed DGR project to act as a permanent disposal facility for LILW generated at that facility.

SON's commitment to ensuring the safety and security of the Territory

SON are the Aboriginal People who have lived in, cared for and relied on this territory since time immemorial, and who have had a treaty relationship with the Crown for countless generations. Under the Treaty of Niagara, SON and the Crown have agreed to jointly inhabit and govern this territory for the mutual protection and benefit of the aboriginal and non-aboriginal people who live here.

The Bruce Nuclear Complex is situated in the centre of SON traditional territory. SON residential communities lie within 20 kilometers of the site. SON ancestors are buried within the boundaries of the facility. And the facility is directly on and substantially interacts with Lake Huron, the traditional waters of SON - where they continue to exercise and rely on subsistence and commercial Treaty fishing rights.

It is for these reasons that SON has particularly deep and substantial interests in the safety of the Bruce Nuclear facility, including the Western Waste Management Facility. SON also has a substantial interest in all decisions relating to the management of nuclear wastes in Ontario. The Western Waste Management Facility, and now the proposed DGR, are central repositories for nuclear wastes within SON Territory. The decision to house these facilities within our Territory were all made with our involvement and without consultation.

SON's history of engagement

SON has a long history of engaging in positive way with nuclear proponents, the federal and provincial governments, and other parties, in efforts to ensure that its Aboriginal and Treaty rights, and way of life are not put at risk by planning and regulatory decisions respecting facilities at the Bruce Nuclear Complex.

SON and CNSC have worked together within a consultation framework that reflects a recognition of SON rights and interests within the territory. The early consultations led by CNSC for the Government of Canada resulted in the development of a unique Joint Review Panel Agreement, that recognizes the special role of SON within the territory, contemplates an active and central role for SON in the review of OPG's DGR Project, and develops a special role for the Joint Panel Review process in supporting the consultations with SON that are constitutionally mandated.

B. Relationship Between this Project and the Review of the OPG's Proposed Deep Geological Repository for Low and Intermediate Level Nuclear Wastes

1. OPG's Proposed Deep Geological Repository for Low and Intermediate Level Nuclear Wastes

OPG has commenced an application to the CNSC to prepare a site, construct and operate a Deep Geological Repository (DGR) on the existing Bruce Nuclear Site within SON traditional territory. The proposed DGR would receive low and intermediate level radioactive waste currently stored on the Bruce Site at the Western Waste Management Facility, as well as waste produced from the continued operation of OPG owned generating stations at Bruce, Pickering and Darlington.

OPG initiated a comprehensive study for this proposed project in January 30, 2006. The CNSC held a public hearing in Kincardine on the scope of the environmental assessment. As a result of that hearing the CNSC reported to the federal Minister of the Environment on the scope of the environmental assessment, public concerns, the possibility of adverse environmental effects and concerns regarding the comprehensive study's ability to address all of the questions raised by the project. The CNSC provided a recommendation to the Minister of Environment to refer the environmental assessment to a review panel. On June 29, 2007, the Minister of the Environment announced that the DGR project would be referred to a joint review panel.

A joint review panel under the *Canadian Environmental Assessment Act* and the *Nuclear Safety and Control Act* is being established to undertake an environmental assessment and regulatory review of this project. The review will examine environmental assessment issues that relate to the full life cycle of the project, from site preparation through to operations, as well as a preliminary examination of decommissioning and post-decommissioning activities.

The joint review panel process will also consider OPG's application for a site preparation and construction licence. Separate licence applications and regulatory reviews would be required for OPG to operate the DGR and decommissioning the facility. As a result of the unique Joint Review Panel Agreement, the process will also accept evidence that will support constitutionally mandated consultations between SON and Canada on issues relating to the Project.

It is expected that OPG will submit its final EIS to the Joint Review Panel in the spring of 2011, and the technical review period will commence.

2. Management of Low and Intermediate level nuclear wastes in OPG's Darlington NNPP Project

The proposed Darlington NNPP Project will generate significant quantities of Low and Intermediate Level radioactive wastes (LILW) as part of the routine and ongoing operation of the reactors and ancillary features during the approximately 60 year function period. (EIS 2.4) OPG expects that the type and activity levels of LILW will be similar to that currently being produced at the Darlington NGS and other OPG reactors.

Two Alternatives Considered

OPG has proposed two alternative means for managing low and intermediate-level waste as part of the Project description for EA purposes: (EIS 2.6.10)

1. On-site management with appropriate packaging and interim storage in modular storage buildings, including compaction of a portion of low level radioactive wastes. Eventually, the waste would be transported to an appropriate facility for long-term management.
2. Transport off-site of the un-processed waste to an appropriately licensed off-site facility, (e.g. the Western Waste Management Facility – WWMF) for processing, packaging and storage. Eventually, the waste would be transferred to an appropriate facility for long-term management.

OPG states that both options were assessed individually including aspects associated with transportation to an off-site facility. It states further that this approach ensured appropriate consideration of the likelihood that even if it was elected to ship LILW to an off-site facility, it is likely that some quantity of waste would continue to be managed on-site because of the impracticality of shipping (an example is given of over-sized components such as steam generators).

OPG concludes both alternatives are feasible

OPG has concluded that both alternative means for the management of LILW are feasible from an environmental assessment perspective, as neither form of management will result in significant residual effects (EIS 13.2.3).

Further, OPG states that it will make its own decision respecting which alternative it will implement based on a variety of practical considerations, such as cost, proven performance and availability. It states:

“the EIS has shown that the Project, when evaluated in the context of its bounding envelope, and considering the identified mitigation measures, will not result in any significant adverse effects on the environment. Therefore, any and all of the alternative means included in the bounding envelope will be acceptable elements of the Project from an environmental perspective. (As an example; the bounding envelope included the range of reasonable alternatives for managing Project-related LILW. Because the bounding envelope assessed was determined to not result in residual adverse environmental effects of significance, all considered alternatives for management of LILW are deemed acceptable for the NND Project. (EIS 13.2)

Because all alternative means have been proven to be acceptable from an EA perspective, as Project planning continues, OPG will make decisions concerning aspects of its implementation including the alternative means addressed in this EIS that are within its control. In addition to environmental considerations, those decisions will ultimately include factors such as cost, proven performance, availability and constructability”.

OPG preference for off-site management

OPG, however, expresses a preference between the two alternatives – to transport LILW off-site to OPG’s operating Western Waste Management Facility. It states that this preference is based on the fact that OPG has a well-established program, including physical plant and other related infrastructure at the WWMF for the management of these materials and the use of that facility will eliminate the need to replicate the program elsewhere. (EIS 13.2.3)

Long-Term Waste Management

OPG’s EIS does not specify how long-term management of LILW will be accomplished, only that LILW will eventually be transferred to an appropriate licensed facility. (EIS 2.6.10)

In its Nuclear Waste Management TSD, August 2009, OPG identifies “potential options” for long-term management. Section 4.3.1 states:

For the purposes of the NND EA, the long-term management facility is not specifically defined, other than it must be a suitably licensed facility. The potential options would include:

- a) Revising the Hosting Agreement and allowing the proposed LILW DGR to fill up to its current design capacity, then conducting a further EA in the future for an expansion, if required. For example, if not all of the existing reactors are refurbished and life-extended, then the wastes from the existing fleet will be

less than the design capacity of the DGR allowing room for some additional wastes from new-build.

- b) Maintaining the wastes in interim storage (either at the DMWF or the WWMF) until such time as a decommissioning waste repository or other facility is available. The decommissioning waste repository has not yet been designed, so its size can easily be adjusted to accommodate extra wastes from NND.

It should be noted that OPG has stated in most recent FAQ, published April 2009, that it is currently conducting a separate EA on the potential construction of a DGR for low and intermediate level radioactive wastes at Kincardine, and that while the EA does not specifically address wastes from new reactors, the hosting agreement with the Municipality of Kincardine does not exclude these wastes from the Deep Geological Repository Project (FAQ p.26).

C. The Darlington NNPP Must Not be Approved based on Assumptions about the Outcomes of the Deep Geological Repository Review or Related Consultation Processes

SON is concerned that decisions made in these proceedings be made on the appropriate basis as they relate to OPG's plans for nuclear waste management at the Darlington NNPP Project. And, that no decisions are based on assumed outcomes of the Panel review of OPG's proposed Deep Geological Repository, or consultations between SON and Canada on related matters, including the future of nuclear waste management in SON traditional territory.

1. The Panel must be satisfied that the Project can be carried out on the basis of on-site nuclear waste management

OPG has concluded that both proposed alternatives for the management of LILW are feasible for the purposes of the current EA, as neither alternative will result in significant residual environmental effects. However, it has expressed a preference to manage LILW wastes by shipping them off-site to the Western Waste Management Facility. OPG states that it will ultimately make these decisions based on the considerations such as cost, proven performance and availability.

SON submits that the current EA should not be approved on the basis of assumptions about the future of the Western Waste Management Facility or any other proposed management alternatives that require the shipment of nuclear wastes to the Bruce Nuclear Complex.

OPG has commenced a EA on its proposed DGR for LILW. SON expects that the JRP process for that Project will be an extensive and fundamental review of the management

of LILW in Ontario, its history and future. It will also deal specifically with the Project scope of the proposed DGR, including its capacity, permissible waste inventory and cumulative effects associated with, among other things, future expansion of such a facility.

Under the terms of the JRP Agreement, that EA review will also accept evidence that will be the basis for consultations between SON and Canada relating to the matters assessed in the review. Accordingly, issues relating to the past and ongoing operations of the Western Waste Management Facility, as well as the continued shipping, storage and possible disposal of LILW in SON territory will all be the subject of extensive consultations.

SON submits that any decision respecting the EA for the Darlington NNPP should anticipate and accommodate all possible outcomes relating to the continued use of SON Territory for the storage and disposal of nuclear wastes, including the possibility that these options will no longer be available in the future.

It is for this reason that the Panel must be convinced that OPG has shown that it can safely and adequately manage the storage of LILW from the Darlington NNPP through on-site management alone. If the Panel is not satisfied that OPG has established that its on-site management alternative poses no significant residual environmental effects, the EA should not be approved.

Further, SON submits that the Panel should require OPG as part of the conditions of its EA approval, if granted, to continue to develop its Project on the basis of on-site storage of LILW until such time as certain critical decisions respecting the future of the WWMF and OPG's proposed DGR have been made.

2. The Panel must be satisfied that the Project can be adequately manage nuclear wastes on-site until long-term management solution is developed and accepted

OPG has not specified any plan for the long-term management of LILW. Instead, its EIS states only that there will be an eventual need to ship wastes to a licensed facility for long-term management.

However, in its Nuclear Waste Management TSD, OPG considers as an option for long-term storage its proposed DGR at the Bruce Nuclear Complex. That document contemplates the possibility of a "revisiting the Hosting Agreement" to allow the DGR to fill up, and to commence a new EA to expand the facility as necessary to accommodate Darlington wastes.

CNSC Staff appear to accept OPG's planning based on the eventual approval and construction of the proposed DGR facility. CNSC Panel Member Document, January 31, 2011 states: "if the LILW is transferred to the Western Waste Management Facility, it is likely that no additional storage buildings will need to be constructed as the Western Waste Management Facility, since the bulk of the wastes will be generated after 2018 when the LILW Deep Geological Repository is assumed to be in operation." (page 34)

OPG has planned its continued expansion of nuclear facilities on the basis of the existence of its proposed DGR at the Bruce Nuclear Complex. It has articulated no plan for the eventuality that the DGR Project is not approved, or that it is approved on the basis of a substantial different capacity or permitted inventory. On the contrary, OPG has clearly contemplated the eventual expansion of the DGR facility, including the renegotiation of a hosting agreement with the Municipality of Kincardine, to accommodate new wastes generated from the proposed Darlington NNPP Project.

SON is very concerned that these planning decisions by OPG prejudge the outcome of the Panel review process for the DGR Project, as well as any related consultations processes with SON.

SON is also concerned that a decision made in this EA Review to approve the Darlington NNPP Project could put additional pressure on the need to approve and construct a long-term nuclear waste disposal facility on an expedited basis.

SON submits that the Panel should only approve the EA for the Darlington NNPP Project if it is satisfied that OPG can adequately manage the LILW on-site and for sufficient periods of time to allow the development of a long-term management option that may take many many years to develop. Specifically, OPG must demonstrate that it can manage LILW adequately and safely even if its proposed DGR at the Bruce Nuclear Complex is not approved.

SON further submits that as a condition of an approval, if granted, OPG should be required to articulate its plan for the longer term storage and management of LILW to accommodate various scenarios in the development of long-term management options for LILW.

3. SON was never consulted on decisions to permit centralized storage of nuclear wastes in its Traditional Territory

As stated above, the Bruce Nuclear Complex lies in the heart of SON traditional territory, the area it occupies also contains the gravesites of our ancestors and our spiritual places. The complex as a whole interacts in significant ways with the surrounding environment, both land and water.

The Bruce Nuclear Complex has been the site of centralized storage of low and intermediate level radioactive wastes for many decades - initially at the Radioactive Waste Operations Site 1, and Radioactive Waste Operations Site 2 facilities, and currently at the renamed Western Waste Management Facility. It appears that nuclear wastes have been transported here from reactors throughout Ontario since the early 1970's, and the practice continues today. Even now, OPG expresses its preference to continue to follow this pattern of waste disposal in its current plans for expansion at the Darlington site.

SON has never been consulted on these early and profound decisions to store nuclear wastes from all reactors in Ontario within its traditional territory. SON was not consulted on the siting decisions for OPG's proposed DGR Project for the long-term, centralized disposal of all LILW in Ontario within our traditional territory.

Currently, there are no alternative plans for centralized storage and final disposal of low and intermediate level nuclear wastes in Ontario. We fear that continued planning decisions and regulatory approvals that permit the maintenance and expansion of nuclear power generation in Ontario will put ever greater pressure on our territory to be the repository of all nuclear wastes for the Province.


Such an outcome, in the absence of a deep and robust consultations with SON, is unacceptable. Consultations must be aimed at identifying SON interests in the future use of its territory as it relates to nuclear waste management, and accommodating those interest where necessary. SON must have a central and meaningful role in decisions about the ongoing and future use of its territory for nuclear waste management.

We ask the Panel to ensure, through its review and decisions, that OPG's current Project does not compound the problems facing SON and its territory. We ask that any approval made respecting the Project act to promote the development of the Project in ways that are respectful and accommodating of future decisions on the use of SON territory for the management of nuclear wastes.

EXHIBIT “J”

ONTARIO POWER GENERATION

700 University Avenue, H19 A24 Toronto, ON M5G 1X6

This is Exhibit 5	referred to in the	Tom Mitchell
affidavit of Rodell Kahsee	President & Chief Executive Officer	
sworn before me, this 15th		
day of Aug 12	2013	
		Tel: 416-592-2121 Fax: 416-971-3691
		t.mitchell@opg.com
A COMMISSIONER FOR TAKING AFFIDAVITS		

August 7, 2013

Chief Arlene Chegahno

Chippewas of Nawash Unceded First Nation
RR #5,
Warton, ON N0H 2T0

File: 08410.1-0016.07.1P

Chief Randall Kahgee

Saugeen First Nation
RR #1
Southampton, ON N0H 2L0

Dear Chief Kahgee and Chief Chegahno:

Ontario Power Generation (OPG) is committed to building long-term, mutually-beneficial working relationships with First Nations and Métis communities proximate to its present and future operations.

OPG is committed to developing these relationships on a foundation of respect for the languages, customs, and political, social and cultural institutions of First Nations and Métis communities.

OPG values its relationship with the Saugeen Ojibway Nations (SON) and respects the desire of the SON people to have accountability for how nuclear waste is managed in their territory today and in future generations.

OPG will not move forward with the construction of a deep geologic repository for low and intermediate level nuclear waste until the SON community is supportive of the project.

The determination of the SON's support shall include diligent efforts by OPG and the SON for the good faith, informed resolution of any impacts on the SON's aboriginal and treaty rights identified in the environmental assessment of this project or project impacts otherwise agreed to through the ongoing engagement between SON and OPG.

Where the SON community has other interests related to OPG's activities beyond the impacts of this project, OPG will work with the SON leadership to create frameworks that allow for meaningful and on-going consultation to occur. This includes specifically a commitment to identify and resolve legacy issues and to develop a framework to create a long-term relationship.

OPG's commitments herein are made on its own behalf, and not on behalf of the Crown in Right of Ontario or any other government agency. OPG's commitments are in keeping with its First Nations and Métis Relations corporate policy, which includes building long term, mutually-beneficial working relationships on a foundation of respect. These commitments are not intended to add or detract from OPG's and the SON's legal rights.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Mitchell". The signature is fluid and cursive, written in a professional style.

Tom Mitchell
President
Ontario Power Generation