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Georgian Bluffs, ON
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(519) 534-5507
saugeenojibwaynation.ca
CH



March 28, 2023

SENT VIA EMAIL

Rhemm Properties, Ltd.

VIA

John Rodgers
john@rhemmproperties.com

Re: Letter of Agreement for 372 Grey Road 21, a subdivision by Rhemm Properties, Ltd. at 372 Grey Road 21 - East Parcel, Town of the Blue Mountains

Below is a Letter of Agreement between the Saugeen Ojibway Nation ("SON") Environment Office and Rhemm Properties, Ltd. ("the Proponent") with respect to our mutual goal to set out a framework for consultation and accommodation with SON regarding the proposed 372 Grey Road 21 ("the Project") operation in SON's Territory.

This agreement is intended to support SON's participation in and input into the technical assessments being undertaken as part of the application process. More specifically, this agreement will allow SON and the Proponent to identify a plan for addressing any potential impacts of the 372 Grey Road 21 on SON's lands and SON's constitutionally protected Aboriginal and Treaty rights, proven and asserted, including SON's land claims. This will enable a process that ensures appropriate and meaningful consultation and accommodation of SON's rights and interests throughout the life of the Proponent's proposed operation. (See Schedule 2)

LETTER OF AGREEMENT BETWEEN SON AND RHEMM PROPERTIES LTD.

This Letter of Agreement ("LOA") is made between the Saugeen Ojibway Nation ("SON") and Rhemm Properties Ltd. ("the Proponent") and their agents to address SON's concerns regarding the potential impact of the proposed 372 Grey Road 21 ("The Project") on SON's Aboriginal and Treaty rights, proven and asserted, SON's lands and SON's interests in and responsibilities to protect its lands and waters. .

The Project is a proposed subdivision described in planning applications as the '[372 Grey Road 21]'. .

LOA _____ 372 Grey Road 21 _____

The Project is located on lands within SON's Territory and may include sensitive species and natural heritage features of specific cultural value to SON, archaeological importance, or other environmental concerns. SON members exercise their constitutionally protected rights, both asserted and proven, throughout SON's Territory.

The Proponent has notified SON that they are in the application stage. SON has experts in the fields of Saugeen Ojibway Nation culture, archaeology, hydrogeology, natural heritage, engineering and law, to provide expert opinion to the Project considering SON's rights, interests and responsibilities. Technical studies will be peer reviewed by SON experts, then a summary will be sent to the Proponent ("the Parties") to properly identify the scope of the Project's potential impacts on SON's rights and interests and, will inform what measures and conditions must be agreed on in order to address those impacts.

The Proponent has made available to SON copies of any and all relevant information including studies, reports and any other documents and records. The Proponent will continue to make this information available to SON as it is available.

This LOA ensures that the Proponent funds SON's costs for SON's required involvement in consultation about the Project and required involvement in ensuring the Proponent implements the appropriate measures and conditions to avoid, minimize or otherwise accommodate impacts. The anticipated costs for SON's involvement are detailed in Schedule 1.

The Proponent agrees to pay SON **\$6325.00** for this phase of consultation. Should the need for further consultative work be identified (scope change) SON will amend the budget detailed in Schedule 1 through discussion with the Proponent.

SON agrees to provide, to the Proponent, a summary report on the technical review related to this LOA.

Please be advised that this LOA and the provision of funding by the Proponent *does not* imply that the duty to consult with and accommodate SON has been satisfied. Once the technical review is complete, we will then determine whether any additional engagement and consultation is required as well as what measures and conditions need to be incorporated into the plan for the Project.

If you agree, please sign and date this LOA on the lines provided below and email a scanned copy to Charlene Leonard, Manager of Resources and Infrastructure, SON Environment Office (manager.ri@saugeenojibwaynation.ca) with Executive Assistant Liz Peterson (execassist.ri@saugeenojibwaynation.ca) cc'd.

Respectfully,

Charlene Leonard
Manager of Resources and Infrastructure, Saugeen Ojibway Nation Environment Office

SIGNATURE PAGE TO FOLLOW

LOA ____ 372 Grey Road 21 ____

I, _____, hereby agree to the terms of the letter of Agreement and its Schedules.

DATE

SIGNATURE

cc': execassist.ri@saugeenojibwaynation.ca

LOA ____ 372 Grey Road 21 ____



SCHEDULE 1

Saugeen Ojibway Nation – Environment Office

Step 1 Technical Engagement Budget: **372 Grey Road 21**

Category	Estimated Cost	Notes
Hydrogeology Bill Blackport	\$1500.00	1 day Hydrogeology review based on a rate of \$1500/day
Natural Heritage Terrestrial Jarmo Jalava	\$2250.00	1.5 day Ecology review based on rate of \$1500/day
Rights, Land Claims and Fishing Rights Review	\$1,000.00	Based on hourly rate of \$390
Territorial Cumulative Effects	\$500.00	Based a rate of \$250
SON Disbursements	\$500.00	Per diem for two Band Councilors \$250/Councilor
Filing Fee	\$500.00	
Subtotal	\$5750.00	
Administration Fee (10%)	\$575.00	
Estimated Total	\$6325.00	

Please make payment to:

Saugeen First Nation % Jeanette Ladd

Cheque must be mailed to: **Environment Office of the Saugeen Ojibway Nation
10129 Highway 6
Georgian Bluffs, ON, N0H2T0**

Cheque must include the memo line: **LOA 372 Grey Road 21**

Before mailing, please send a scan or photo of the cheque to execassist.ri@saugeenojibwaynation.ca



SCHEDULE 2 - SON Consultation Process Overview

SON's General Engagement & Consultation Process

Step 1: Technical Engagement

- **Supported by a Letter of Agreement, the Environment Office of the Saugeen Ojibway Nation's (SON EO)** technical experts review all archaeology, natural heritage and hydrogeology reports completed as part of the application. Technical reviews are undertaken to ensure that SON's rights and interests are not impacted by the project, environmental and cultural aspects of significance of the SON are identified and protected, and that sufficient mitigations are in place. SON may also engage an elder and/or knowledge holder to identify any cultural significance of the project location and/or the identified cultural or environmental features at the site. A legal assessment of the project will determine any potential impacts of the project on SON claims, rights, interests and responsibilities with respect to its lands and waters. Ideally a proponent will contact SON prior to completing technical field work so that SON EO's technical experts can coordinate technical work (e.g. field work) with the proponent's technical experts.

Step 2: Discussions with SON Leadership

- **Phase 1:** SON EO staff provide the SON Leadership with a briefing on the technical aspects of the project and the work done to date. Leadership and SON EO will determine a reasonable and suitable consultation and/or (environmental) protection plan for the specific project.
- **Phase 2:** SON EO and proponent enter into an Environmental Protection Agreement confirming concerns and mitigations including monitoring and reporting measures related to the project and project impacts. and terms and conditions to be incorporated into the site plan for the project (e.g., SON involvement in long-term environmental monitoring and mitigation).









Step 3: Accommodation and Implementation, monitoring of any Agreements that arise from the SON Leadership Discussion (Environmental Protection Agreements or other)

- Accommodation can be: 1) mitigation measures, aimed at *avoiding the harm*; 2) where harm can't be avoided, then there must be fair compensation in exchange for SON's acceptance of the harm. Accommodation and/or compensation may be captured in site plans or agreements between SON and the proponent (e.g. an Environmental Protection Agreement or EPA).
- EPAs include both:
 - 1) Mitigation and avoidance measures (informed by the technical reviews)
 - 2) Because the only way to avoid all impacts would be for the project (e.g. pit or quarry) not to go ahead, EPAs for those pits and quarries that proponents do want to go ahead must include annual financial benefits to SON, in respect of the harm it will have on our Aboriginal and Treaty rights. For aggregates, financial benefits to SON are equal to the TOARC fees paid to the Province of Ontario and will keep pace over time. Even with consideration of annual financial benefits, SON may determine that the potential impacts of a proposed project on SON's rights and interests are too great, and may not be able to support project approval.

SCHEDULE 3 - Territory and Treaty Map

Saukiing Anishnaabekiing Saugeen Ojibway Nation Treaties



- | | | |
|---|---|---|
|  Aboriginal Title Claim Area |  Treaty 72 Area (1854) |  Current SON Reserve Lands |
|  Treaty 45 1/2 Area (1836) |  Treaty 82 Area (1857) |  The islands around the Peninsula were subject to various treaties, but many small islands on the Lake Huron side were returned to the Saukiing Anishnaabe in 1980 |
|  Treaty 67 Area (1851) |  Treaty 93 Area (1861) | |