



BAMKUSHWADA LIMITED

March 5, 2018

Christine Goulais
Senior Manager, Indigenous Relations
Hydro One Networks Inc.
483 Bay Street,
South Tower, 6th Floor
Toronto, ON M5G 2P5

Dear Ms. Goulais:

Re: HONI Consultations with the Six First Nations that Comprise Bamkushwada Limited Partnership ("BLP"), Regarding the Proposed Lake Superior Link

HONI has been contacting the six First Nations that are partners in BLP, about consultations regarding HONI's proposed Lake Superior Link project. As you know, these six are: Biigtigong Nishnaabeg, Fort William First Nation, Michipicoten First Nation, Pays Plat First Nation, Pic Mobert First Nation, and Red Rock Indian Band. We are the only indigenous peoples whose territories the Lake Superior Link project would cross.

This letter is on instructions from and on behalf of all such six BLP First Nations.

HONI has placed BLP and our six First Nations in a very difficult situation, by directly challenging the East West Tie project in which we are directly involved in a number of crucial ways: as equity partners, as having developed several business contracting and employment opportunities, and as having undergone and undergoing consultation and accommodation.

Your Lake Superior Link is in direct competition to the East West Tie. Yet, your project has not been mutually developed with our First Nations – in fact, it has been unilaterally developed by HONI and is being pushed at us at the eleventh hour, threatening to tear apart what we have expended years of time and energy creating. This approach flies in the face of honour and respect that is required to effect reconciliation.

We are being forced to respond to what HONI is doing. The Canadian law on the duty to consult and accommodate, has at times stated that First Nations cannot refuse to participate in the

consultation process without risk of being held to have waived their rights in this regard. As such, we cannot refuse or ignore your requests to meet with us.

But we are also being forced to participate in consultations with HONI in a way that cannot result in the duty to consult *and accommodate* being met. We are thus putting you and the regulating parties on notice of this fact, at these early stages, to protect our rights and to further demonstrate the untenable situation HONI's actions have placed us in.

Canadian law on the duty to consult and accommodate requires that the Crown (or the delegate of the Crown, which in this case is HONI) must always consult with the intent of *substantially addressing* the affected indigenous parties' concerns. That means that there must be much more than mere talking and sharing of information. When First Nations raise concerns, all good faith reasonable attempts to address them must be made. Concerns are addressed through accommodation measures. The party with the duty to consult, must consult with the affected First Nations not only about potential impacts of the projects, but also about potential accommodation measures to address concerns about such impacts.

In this case, our six First Nations will not be able to consult with HONI on key types of accommodation measures. As HONI would know, given BLP's partnership with Nextbridge in the East West Tie, we cannot discuss or explore economic participation, business contracting and related program measures, that would be competitive with what we have contracted to do with Nextbridge.

As stated, HONI would know this or should be deemed to know about this significant restriction on our six First Nations. We remind you that BLP had a contractual relationship with HONI and another partner in the designated transmitter application that initiated the East West Tie process, and HONI would thus be familiar with such contractual obligations.

Given the restrictions on the six First Nations, there is no way we can see that HONI can meet the duty to consult and accommodate here. This situation is entirely the doing of HONI.

We will meet with HONI per your duty to consult our First Nations, on terms that help ensure we do not breach our existing contractual obligations to Nextbridge, and on terms that least defile respect for our status and rights. As such, we will meet with you through the vehicle of the BLP Board. Chiefs or their representatives from each of the six First Nations will be present, both as Chiefs of their governments and as BLP Board members. BLP's legal counsel from OKT Law will be present. All communication to and from HONI about any consultations must in future be directed to BLP and cc'ed to each Chief and Council of the six First Nations, and Kate Kempton and Oliver MacLaren from OKT Law. HONI will have to cover our costs of this meeting. We will not meet or engage with you unless it is under these conditions.

Please respond, following the requirements above, at your earliest convenience, with dates you are available for a meeting in Thunder Bay.

Miigwetch.

Respectfully,

A handwritten signature in black ink, appearing to read 'Peter Collins', with a stylized, flowing script.

BLP Board Chair
Chief Peter Collins
Fort William First Nation

cc. Hon Glenn Thibeault, MPP (Sudbury)
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