



Haudenosaunee Development Institute

May 21, 2015

Sonia Fazari
Senior Advisor, Aboriginal Affairs
Enbridge
2225 Sheppard Ave. E
North York, ON

MAIL ROOM
SALLE DE COURIER
2015 MAY 26 P 2:31
NEB/ONE

Dear Ms. Fazari:

RE: Enbridge, Line 9 Extension
File No.: 030-062

As you are aware, the Haudenosaunee hold treaty rights and interests in the lands which are the subject area of your proposed project(s).

In our correspondence of June 13, 2014, the HDI specifically requested an engagement process which would uphold the Honour of the Crown and at the same time provide the required following as part of the engagement process:

1. An assessment of the rights and interests of the Haudenosaunee
2. Provide the Haudenosaunee with the opportunity to set out and clarify rights and interests such that the Province of Ontario can provide a complete and fulsome assessment of the rights and interests
3. Frame the nature and scope of the engagement obligations by way of anthe reference to the assessment
4. Provide the Province of Ontario the opportunity to consider justification obligations for infringement of Haudenosaunee treaty rights
5. Advise what if any procedural aspects of engagement can be delegated to Enbridge which itself is to be informed by the nature and scope of engagement required

At that time, the HDI also outlined the Haudenosaunee engagement process beginning by way of an application.

At our initial meeting of July 10, 2014, HDI/HCCC provided Enbridge representatives Matthew Jackson, James Honda-McNeil, yourself and Lisa Marie Dumond an overview again on the direct impact and infringement Enbridge development had upon Haudenosaunee rights; we provided an overview on the difference between established

OUR LAND, OUR LAW, OUR PEOPLE, OUR FUTURE

treaty rights vs. asserted rights, and an extensive understanding of the Six Nations Elected Band Council's inability to speak for the Haudenosaunee, further supported by recent Williams case, and finally advised Enbridge of their inability to meet the Honour of the Crown in that only procedural aspects of the crown obligations can be delegated and not fiduciary and the difficulty and time required in working through on a legal aspects.

In the spirit of good faith, the Haudenosaunee agreed to place its monitors in the project area(s) while Enbridge and the HDI worked through an agreeable process of engagement that would not only meet the obligations of the Crown, but would provide the Haudenosaunee with the required justification of the infringement, and provide Enbridge the required free prior and informed consent of the Haudenosaunee.

As you are also aware, this process of engagement has not yet occurred and to date only discussions in relation to monitoring further to our monitors agreement of September 19, 2014 have occurred, with the understanding that Enbridge would enter into good faith negotiations with the Haudenosaunee.

I trust Enbridge has advised the NEB of their failure to meet the required approval of the HCCC in their Leave to Open filed in February 2015 on the line 9 expansion, and that no attempts to open the said line will occur until such time as the MOECC, the NEB and the proponent Enbridge have acquired the free prior and informed consent of the Haudenosaunee on their project(s).

Yours truly,



Hazel E. Hill
Director

cc: Sheri Young, Secretary of the Board
NEB