

**CONTRIBUTION AGREEMENT FOR MANITOBA METIS FEDERATION
ENGAGEMENT IN THE KEYASK GENERATION & TRANSMISSION PROJECTS**

This **AGREEMENT** made this 21 day of June, 2013

BETWEEN:

MANITOBA METIS FEDERATION
(hereinafter referred to as "**MMF**")

OF THE FIRST PART,

THE MANITOBA HYDRO-ELECTRIC BOARD
(hereinafter referred to as "**Hydro**")

OF THE SECOND PART

WHEREAS since 2004, Hydro and the MMF have participated in a MMF/Hydro Relationship Task Force ("Task Force"), the purpose of which is to facilitate ongoing and constructive dialogue on a range of issues of mutual interest, including current projects, ongoing operations and future projects and Hydro and the MMF remain committed to the Task Force;

AND WHEREAS one of the major new works Hydro, on behalf of the Keeyask Hydropower Limited Partnership, is planning is the construction of a new 695 MW Generation Project at Gull Rapids (the Keeyask Generation Project);

AND WHEREAS the Keeyask Generation Project will also include an associated transmission project (the Keeyask Transmission Project) that is owned and operated by Manitoba Hydro;

AND WHEREAS the MMF asserts that Metis rights, claims and interests have the potential to be impacted by the Keeyask Generation and Transmission Projects ("the Projects") and it wants to be able to engage and consult the Metis community in order to identify any Metis rights and interests that may be impacted by the Projects, including spiritual, cultural, socio-economic, harvesting and other practices;

AND WHEREAS Hydro wants to engage the MMF in a constructive, meaningful and respectful way with respect to the Projects;

AND WHEREAS the MMF and Hydro have jointly developed and signed a Letter of Agreement with respect to the Projects and have agreed to a workplan in order to move forward with respect to the Projects;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the terms, provisions and mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

1.1 This Agreement comes into effect on the above date and shall continue until December 31, 2013 unless extended beyond the date pursuant to Section 7 or terminated before that date pursuant to Section 8.

ARTICLE 2--DESCRIPTION OF THE WORK

2.1 The work to be performed by the MMF and the anticipated costs of each of its components are described in detail in Schedule "A" (the "Work Plan") and include the following:

- (a) A single report that consolidates:
 - (i) A Traditional Land Use and Knowledge Study (TLUKS) final report that includes documentation, mapping and synthesis on contemporary and historical Metis traditional use within the Resource Use Local and the Resource Use Regional study areas identified in the Keeyask Environmental Impact Statement, and an assessment of the potential effects of Keeyask on the use identified through the TLUKS. The baseline data in the TLUKS will be based on interviews with Metis resource users and the community meeting.
 - (ii) A Metis Socio-Economic Impact Assessment based on the interviews funded by this work plan, the outcomes of the TLUKS and a review of existing literature and statistical information that documents the socio-economic characteristics of, and determines the potential effects of Keeyask on, the Metis community that live within and rely on the Local, Regional and Manitoba socio-economic study areas identified in the Keeyask Environmental

Impact Statement including information on the Metis labour force and businesses, role of the area affected by the Project in the economy of Metis people, the TLUKS identified in 2.1(a)(i), Metis culture and cultural sites of importance, infrastructure and services, etc. The parties acknowledge that verification of the results of the impact assessment is limited to the review of the assessment by those involved in the interview process, including professional advisors.

2.2 An historical narrative documenting historic and contemporary Metis use and presence in Northern Manitoba generally and the Keeyask Local and Regional Resource Use study areas specifically.

2.3 The MMF will be responsible to see that the Work Plan is carried out in accordance with the applicable laws and standards in force in the Province of Manitoba.

2.4 The Work Plan shall be solely the responsibility of the MMF and Hydro will not have any liability with respect to it save and except for such liability as will be attributable to Hydro to the extent that any report, or conclusions derived therefrom, are included in materials filed by Hydro with those regulatory bodies responsible for reviewing and advising on the licensing of the Projects.

2.5 The time frames and deadlines for the various reports to be delivered by the MMF to Hydro are set out in the Work Plan.

2.6 Unless otherwise agreed to by the parties, the MMF commits to providing Manitoba Hydro with the opportunity to review and comment on the deliverables identified in the Work Plan at least 14 calendar days prior to the finalizing of the deliverables. In the event either party proposes to file final copies of any of the deliverables as part of any regulatory review and licencing processes for the Projects, including any Clean Environment Commission proceedings filing party commits that it will notify the other at least 7 calendar days before filing Draft copies of the deliverables shall not be filed by either party.

ARTICLE 3—FUNDING

3.1 Hydro will reimburse the MMF's reasonable expenses for performing the Work Plan in accordance with the following stipulations:

- (a) The total amount to be paid for the Work Plan shall not exceed \$300,883.00.
- (b) Hydro will advance to the MMF \$150,000 after signing of this Agreement, which amount is forecast in the Work Plan to be the expenditures necessary to initiate the first three (3) months of the Work.
- (c) In order to trigger a subsequent payment of \$100,000 the MMF will submit to Hydro a cost reimbursement claim totalling \$115,000.
- (d) Hydro will release the remaining amount of up to \$50,883 upon receipt of the MMF's final financial claim reconciling the full funding amount and final copies of all deliverables identified in the Work Plan are provided, including an Impact Assessment Report documenting outcomes and findings of the Traditional Land Use and Knowledge Study and Socio-economic Impact Assessment, and the historical narrative on Metis use and occupancy of Northern Manitoba and the Keeyask region.
- (e) All reimbursement claims will be made in a manner consistent with Reimbursement Guidelines and Specific Criteria Associated with Future Development Related Processes and Aboriginal Relations Division working relationships with First Nations, Métis, Northern Affairs Communities, Community-based Association(s) and other Groups, which is attached hereto as Schedule "B" (the "Reimbursement Policy"). Such Reimbursement Policy may be amended by Hydro from time to time, provided a written copy of any such amendment is first provided to the MMF a minimum of 45 days in advance of any such amendment taking effect.
- (f) All expenses must be identified in receipts and the MMF shall certify in each claim that the costs claimed were solely for the purposes of carrying out the Work in the manner described in the Work Plan, and that the costs claimed have not been reimbursed or claimed for reimbursement through other processes.
- (g) Salaries of elected persons or MMF staff members will not qualify as a permitted use of the monies paid by Hydro herein, unless agreed to in the attached Work Plan or Hydro has confirmed in advance in writing that it will accept such salary reimbursement as a permitted use of the monies.

- (h) The MMF has the discretion to reallocate among budget line items identified in Part A of the Work Plan up to a maximum amount of 15% of the identified budgets in Part A, except for legal expenses. Reallocations above 15% of the budget identified in Part A, or any reallocation between Part A and Part B or of legal expenses will require prior approval from Manitoba Hydro, which will not be unreasonably withheld if it is demonstrated that it is important to the completion of the Workplan.
- (i) In the event that expenses claimed in any accounting provided by the MMF to Hydro are determined to be unreasonable or not in accordance with Schedule "B", the total of such expenses shall be deducted from the next instalment payable herein or shall be refunded by the MMF to Hydro. In such cases, Manitoba Hydro commits that it will work with the MMF to review and discuss the reasons for this determination and to attempt to reach a solution for resolving any problems with the expenses claimed. In the event that at the completion of the Work Plan, the total of expenses claimed is less than the advances provided to the MMF, the monies received that are over the accounted for amounts shall be refunded by the MMF to Hydro.
- (j) Hydro will not be responsible for any expenses incurred by the MMF in the implementation of the Work other than as set out above.

3.2 The MMF acknowledges that it is responsible to pay for all goods and services provided to it for the purpose of performing the Work Plan and is obligated to account to Hydro for the use of the monies Hydro is advancing to it for the purpose of performing the Work Plan as is addressed in this Agreement.

ARTICLE 4-- OWNERSHIP OF AND ACCESS TO INFORMATION

4.1 The MMF will ensure that every person, party or entity providing goods or services to the MMF for the performance of the Work Plan, including each person interviewed, and each consultant and professional (the "Experts") providing services or advice, signs a written consent, or, where that is not possible, gives oral consent, that:

- (a) the reports described in the Work Plan, and

- (b) all information collected, be it raw data collected or be it information generated by, or as part of, an analysis of raw data, and all documents generated or produced as part of the Work Plan, including all notes, maps, overlays, recordings, pictures, videos, electronic data and any field research data (collectively called the “**Supporting Material**”),

will be the property of the MMF and responsibility for the proper maintenance thereof will rest with the MMF.

4.2 The MMF and Hydro will comply with any applicable federal or provincial laws, statutes, ordinances, by-laws and regulations and orders, directives rendered by any ministry, department or administrative or regulatory agency related to the protection of information about an identifiable individual that is collected, used or disclosed in the course of completing or using the Supporting Material and the information generated from the Work Plan.

4.3 The MMF will ensure that:

- (a) each person providing information or assistance related to the MMF’s work is informed of the purposes of the Work Plan, including, without limitation, that all information collected may form part of the reports the MMF will produce pursuant to the Work Plan, which reports are to be provided to Hydro and government regulators;
- (b) each person providing information or assistance to the MMF’s work gives a written acknowledgement or an oral acknowledgement indicating that he or she expressly consents to the collection, use and disclosure of relevant personal information that is collected by the MMF that is reasonably necessary for the purposes of preparing the required reports set out in the Work Plan which will be presented to government regulators as is relevant to the Projects as part of documents to be filed with them by Hydro or the MMF;
- (c) all Experts providing information or assistance to the MMF’s work gives a written acknowledgement indicating that he or she expressly consents to the disclosure of relevant personal information relating to their qualifications that is reasonably necessary for the purposes of preparing the required reports set out in the Work Plan, which will be presented to government regulators as is relevant to the Projects as part of documents to be filed with them by Hydro; and
- (d) the MMF will provide Hydro with copies of all written acknowledgments, if requested. In the case of oral acknowledgments, an MMF



representative will provide Hydro with written confirmation of the oral acknowledgment provided.

4.4 The MMF agrees that the Supporting Materials generated as a part of the Work Plan that are relevant to and may assist in understanding, assessing or addressing existing, future or potential hydroelectric or transmission developments in relation to impacts on Metis shall be used and relied upon by the MMF in any future workplans or agreements with Hydro related to Metis traditional use and knowledge. For greater certainty, the MMF agrees that Hydro will not have to pay the MMF to duplicate or replicate Supporting Materials that are relevant to and may assist in understanding, assessing or addressing existing, future or potential impacts of any existing or future hydroelectric or transmission development in relation to impacts on Metis.

4.5 Upon request, Hydro will have the right to receive the synthesis of interview results to be prepared under Part A of the Workplan.

4.6 Upon request, Hydro will have the right to receive additional or summaries of the interviews and research conducted with the Metis as a part of the Work Plan (the "Study Summaries"), subject to MMF's privacy commitments to interviewees and section 4.7 below. Additional costs for the MMF's consultants to prepare these summaries, if not already produced as part of the Workplan, will be the responsibility of Manitoba Hydro, since the Workplan does not contemplate these costs. These summaries will include the following information from interviews:

- (a) Name and age (if interviewee willing to provide);
- (b) Place of residence(s) and duration of time spent in those residence(s);
- (c) General description of family background and connections to Study Area; and
- (d) Description of use, including locations and intensity of use and related mapping, within local and regional study areas identified for resource use in the Keeyask Environmental Impact Statement (i.e., hunting, fishing, trapping, gathering, cultural, spiritual, etc.).

4.7 Although all interviewees are to consent to release of the information described in paragraph 3.5, the MMF shall be entitled in individual cases where consent is refused to withhold in the summaries the name of the interviewee, the address of the interviewee and such other details as would allow one to

deduce the identity of the interviewee, in order to comply with provincial legislation if there is no alternative to conducting the interview and it is determined that the interview in question is important for the purposes of completing the Work Plan.

4.8 Hydro shall have the right to use and rely on materials provided to Hydro as a part of the fulfillment of the Work Plan (i.e., the Work Plan, information or materials provided to Hydro, interim, final or other reports, syntheses of interview results, requested Interview Summaries, analysis of Supporting Materials conducted by MMF and its Experts and, where reasonably required by Hydro, the Supporting Materials themselves), without cost:

- (a) for all environmental assessments, environmental licensing processes and operational requirements of the Projects; and
- (b) unless already publicly available, with the consent of the MMF, not to be unreasonably withheld, to assist in understanding, assessing or addressing existing, future or potential impacts or operational requirements of any existing or future hydroelectric or transmission development. Prior to any such use, Manitoba Hydro will write to the MMF setting out the proposed use and requesting the MMF's written response.

4.9 The Parties agree that any future use of the work completed as a part of this Work Plan for other purposes shall be assessed having regard to the relevance, dependability and similarities between the original purpose of the materials produced and analyzed and the potential future use.

4.10 Subject to the exceptions hereinafter set out, although the MMF owns the Work Plan and the Supporting Material and Hydro has certain rights, as provided in this Agreement, unless already publicly available neither the MMF nor Hydro will publish or permit the publication of any of the Supporting Material or the Work Plan outside of its use in regulatory filings for the Projects and all subsequent hearings and appeals until the regulatory processes for the Projects are complete and all required Project-related licenses are received, or the proposed Projects are abandoned. Notwithstanding the foregoing, the MMF will have the right to distribute the Work Plan and the Supporting Material, subject to privacy and confidentiality issues, to its members for their consideration, comment and use as part of its internal review process related to the proposed Projects. Subject to section 2.5, each of the Parties will have the right to publish and use the Work Plan and the materials provided to Hydro as a part of the Work Plan's deliverables in any regulatory process related to the Projects, including the right to distribute the Work Plan and the materials

provided to Hydro as a part of the Work Plan's deliverables to their respective employees, partners and consultants for their consideration, comment and use related to environmental assessment or regulatory approval of the Projects.

ARTICLE 5-- INDEMNIFICATION

5.1 In undertaking the Work Plan, the MMF will be responsible for:

- (a) any injury to persons (including death), damage or loss of property, or infringement of rights caused by, or related to, the implementation of this Agreement; and
- (b) any omission or wrongful or negligent act of MMF officers, employees, or agents;

and will save harmless and indemnify Hydro, its officers, employees and agents from and against all claims, liabilities and demands with respect to any matters covered by clauses 4.1 (a) and 4.1 (b).

5.2 Hydro will not be liable for any injury to the MMF, or to any officers, employees, agents or members of the MMF, or for any damage to or loss of property of the MMF, or to or of the officers, employees, agents or members of the MMF, caused by or in any way related to the implementation of this Agreement, and, in the case of any contractors hired by the MMF, the MMF will ensure that any contract provides that Hydro has no responsibility and is not liable for any loss or damage, save and except for such damage as is attributable to Hydro as the party which will file the documents required of the proponent at all hearings reviewing the Projects for purposes of licensing it.

5.3 Section 5.1 and 5.2 will not apply if the injury, damage or loss was caused by the intentional or negligent act of an officer, employee or agent of Hydro while working within the scope of their employment or agency.

ARTICLE 6-- NO REPRESENTATION

6.1 Hydro makes no representations that the Work Plan will fulfill any or all of the purposes or objectives contemplated by the MMF.

ARTICLE 7- SUSPENSION OR EXTENSION

7.1 The MMF and Hydro may, by mutual agreement in writing, suspend or extend implementation of this Agreement, in whole or in part, for such period of time as may in their judgment be necessary.

ARTICLE 8- TERMINATION

8.1 Without restricting any other remedies available, Hydro may terminate this Agreement at any time by giving thirty (30) days notice in writing to the MMF and refuse to make any further payments under this Agreement if:

- (a) the implementation of the activities set out in the Work Plan is being inadequately or improperly performed; or
- (b) there is failure to comply with any term or condition of this Agreement.

8.2 Without limiting any other remedies available to either party hereto, upon termination of this Agreement pursuant to subsection 8.1, Hydro will be under no obligation to the MMF.

ARTICLE 9 -- SURVIVAL OF TERMS

9.1 Sections 4, 5, 6, 9 and 10 will survive the termination or expiration of this Agreement.

ARTICLE 10-- INDEPENDENT CONTRACTOR

10.1 The MMF is an independent contractor and this Agreement does not create the relationship of employer and employee, or of principal and agent, between the MMF and Hydro.

10.2 The MMF is responsible for any taxes, deductions, hold-backs or statutory remittances which may be required by law arising out of the implementation of the Work Plan.

ARTICLE 11-- NO ASSIGNMENT

11.1 Neither Hydro nor the MMF will assign or transfer this Agreement or any of the rights or obligations pursuant to this Agreement.

ARTICLE 12--TIME OF ESSENCE

12.1 Time shall be of the essence in this Agreement.

ARTICLE 13--ENTIRE AGREEMENT

13.1 This Agreement is intended to result in the engagement of the MMF in the development of the Projects as set out in the Work Plan, and the development of related reports for Hydro and the MMF to use in the regulatory process required for the licencing of the Projects and there are no undertakings, representations or promises, express or implied, regarding the purpose of the Work Plan and the liability for payment of it other than those contained in this Agreement and this Agreement is not intended to identify or govern the relationship between Hydro and the MMF with respect to any other project which Hydro may be proposing directly or indirectly.

ARTICLE 14--AMENDMENTS

14.1 No amendment, change to, or modification of this Agreement is valid unless it is in writing and signed by the parties hereto.

ARTICLE 15--SEVERABILITY

15.1 If any provision of this Agreement is determined for any reason to be invalid, that provision will be considered separate and severable from this Agreement and the other provisions of this Agreement will remain in force and effect, and be binding upon the parties as though the invalid provision had never been included in this Agreement.

ARTICLE 16--APPLICABLE LAW

16.1 This Agreement will be interpreted, implemented and enforced in accordance with the laws in force in the Province of Manitoba and Canada.

ARTICLE 17--NOTICES

17.1 Any notice or other communication to the MMF pursuant to this Agreement will be in writing, and is to be delivered personally, or transmitted by facsimile to:

Manitoba Métis Federation
150 Henry Street
Winnipeg, Manitoba
Phone: (204) 586-8474
Fax: (204) 947-1816

Attention: Executive Director

17.2 Any notice or other communication to Hydro pursuant to this Agreement will be in writing, and is to be delivered personally, or transmitted by facsimile to:

Manitoba Hydro
P.O. Box 815 Stn. Main
Winnipeg, MB R3C 2P4

Phone: (204) 360-4621
Fax: (204) 360-6131

Attention: Manager, Major Projects Licencing and Assessment

17.3 Any notice or communication sent by facsimile transmission shall be deemed effective the next business day following successful facsimile transmission. Either party may, by written notice to the other, change its address for notice.

ARTICLE 18--ENUREMENT

18.1 This Agreement will enure to and be binding upon the successors and any permitted assigns of the MMF and Hydro.

ARTICLE 19--PREAMBLE

19.1 The preamble sets forth certain undisputed historical facts as a reference for this Agreement.

ARTICLE 20-- PERSPECTIVES OF THE PARTIES

20.1 This Agreement is consistent with and incorporates the perspectives of the MMF and Hydro that are set out in the Work Plan.

ARTICLE 21-- WITHOUT PREJUDICE & NON- DEROGATION

21.1 The MMF and Hydro confirm that the execution and implementation of this Agreement and its Work Plan are without prejudice to and are not intended to abrogate or derogate any Aboriginal rights of the Métis Nation, the MMF, rights-bearing Métis communities or Métis individuals living in Manitoba.

21.2 Neither this Agreement nor its Workplan will be interpreted in a manner that extinguishes, abrogates or diminishes the rights or interests of either the MMF or Hydro, including any Treaty, Aboriginal rights or other rights of Métis citizens, rights-bearing Métis communities, the MMF or the Métis Nation or the rights of Hydro in and under any present or future permits, licenses or other authorizations that Hydro has obtained or may obtain in relation to the Projects or other activities.

21.3 The MMF and Hydro confirm that the execution and implementation of this Agreement and its Work Plan will not effect, limit or constrain any position taken or to be taken by either party in relation to discussions with the Crown, other parties and entities, or, in any future regulatory reviews, hearings or court proceedings in relation to the the Projects.

21.4 Nothing in this Agreement and Work Plan is intended to be construed as indicating the MMF's support or approval of the Projects or the concurrence of the MMF with any permits or approval(s) that have been or may be issued by Canada or Manitoba with respect to the Projects.

21.5 Nothing in this Agreement and Work plan is intended to be construed as indicating Hydro's concurrence or acceptance of any MMF assertion of Metis rights or title. Hydro views such determinations as a matter between the Crown and the MMF.



ARTICLE 22-- COUNTERPARTS


22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original but all of such counterparts shall together constitute one and the same document. The Agreement shall become effective when each party shall have received a counterpart thereof signed by the other party.

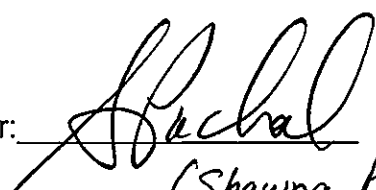
22.2 This Agreement may be transmitted by facsimile and the reproduction of signatures by facsimile will be treated as binding as if originals and each party undertakes to provide the other parties with a copy of this Agreement bearing original signatures upon demand.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below:

On the 21st day of June, 2013.


MANITOBA HYDRO


Witness (Debbie Dreger)

Per: 
(Shawna Pachal)

On the 21 day of June, 2013.

MANITOBA METIS FEDERATION

Per: 

witness
Per: 



10

Schedule A

Activities Part A: TLUKS Study - Workplan and Budget

	Description	Suggested Duration/Milestones	Deliverables		
1	Identify Manitoba Metis who use the study area	Review TLUK Screening survey results to identify individuals who utilize the Keeyask area and indicated they are willing to participate in a detailed TLUKS interview	Jun-13	List of potential candidates for TLUKS interview.	
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour		Totals
	Symbion Consultants	4	\$135		\$540
	Regional Office Coordinator	40	\$25		\$1,000
	MHLO	12			
	Subtotal				
	Disbursements	Travel	Accommodations	Meals	Misc
	Subtotal				
	Total				\$1,540
2	Determine Sample	Identify 20-30 Metis people for the interviews who, to the extent possible, reflect the residence, gender and age diversity of Manitoba Metis.	Jun-13	Interviewee List	
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour		Totals
	Symbion Consultants	6	\$135		\$810
	Central Registry Office	24	\$25		\$600
	MHLO	12			
	Subtotal				
	Disbursements	Travel	Accommodations	Meals	Misc
	Long Distance - by Regional Coordinator				\$100
	Subtotal				\$100
	Total				\$1,510

3	Determine Secondary Sample	Identify which, if any, individuals who were interviewed for the Bipole III project also show use in the Keeyask study area.	Jun-13	Secondary List		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	4	\$135			\$540
	MHLO	12				
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$540
4	Schedule Interviews	Contact prospective interviewees to schedule date, time and location of TLUKS interview	Jun-13	Interview Schedule		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	1	\$135			\$135
	Regional Office Coordinator	24	\$25			\$600
	MHLO	16				
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Long Distance - by Regional Coordinator				\$100	\$100
	Notice of Interview Information Mail-out - by Regional Coordinator				\$1,000	\$1,000
	Subtotal					
	Total					\$1,835
5	Base map creation	Symbion and GIS/Database Specialist to prepare base maps specific to Keeyask Project Study Area	Jun-13	Base maps to utilize in TLUKS interviews		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	1	\$135			\$135

GIS/Database Specialist	8	\$85			\$680
Subtotal					
Disbursements	Travel	Accommodations	Meals		
Printing Maps - MBH will provide base maps if needed					
Subtotal					
Total					\$815

6	Conduct TLUKS Interviews	Conduct 20 interviews of harvesters who use the study area	July 2013 thru mid-August 2013	Spacial and non-spatial data and information related Metis use of area potentially impacted by Keyeask project	
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Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
Symbion Consultants	120	\$135			\$16,200
GIS/Database Specialist	120	\$85			\$10,200
GIS/Database Specialist (non spatial data entry)	40	\$85			\$3,400
Regional Office Coordinator	30	\$25			\$750
Subtotal					
Disbursements	Travel (to nearest interview location)	Accommodations	Meals	Misc	
DTU 1631 Wacom Tablet and software ArcGIS update				\$7,000	\$7,000
Consultants travel (21 days x 2 persons)		\$5,880	\$2,100		\$7,980
Winnipeg to Thompson (Calm Air)	\$1,606				\$1,606
Thompson to Gillam (Calm Air)	\$990				\$990
Gillam to Winnipeg (Calm Air)	\$1,730				\$1,730
Vehicle Rental for 21 days				\$1,500	\$1,500
Harvesters' travel for 20 people					\$15,000
Honorariums for 20 people				\$3,000	\$3,000
Small meeting room for 20 days				\$1,890	\$1,890
Refreshments for 25 people				\$125	\$125
Long Distance - by Regional Coordinator				\$100	\$100
Advertising – Metis Hour radio @ \$50/spot x 6/day x 2 days x 4 locations				\$2,800	\$2,800

	Advertising – Grassroots newspaper				\$2,240	\$2,240
	Web Development				\$560	\$560
	Printing				\$112	\$112
	Subtotal					
	Total					\$77,183
7	Synthesize TLUKS Interview Results	Review interview responses and map biography data and synthesis of all spatial and non-spatial data from interviews including creating aggregate maps and summarizing non-spatial data	Aug-13	Synthesized information to be used for analysis and report preparation.		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	40	\$135			\$5,400
	GIS/Database Specialist	40	\$85			\$3,400
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Printing				\$200	\$200
	Subtotal					
	Total					\$9,000
8	Project status report preparation	Prepare project status reports	Weekly	TLUKS Project Status report to be submitted to MMF by MEDO		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	2	\$135			\$270
	GIS/Database Specialist	2	\$85			\$170
	MHLO	2				
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$440

9	Prepare draft report on TLUKS interviews	Draft report describing the methodology and findings.	Aug-13			
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	48	\$135			\$6,480
	GIS/Database Specialist	56	\$85			\$4,760
	MSES Inc	40	\$150			\$6,000
	MHLO	10				
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Printing				\$500	\$500
	Long Distance Charges				\$100	\$100
	Subtotal					
	Total					\$17,840
10	Prepare and submit final report to MMF	Revise, finalize and submit final report	Sep-13	Submission of final report		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	8	\$135			\$1,080
	GIS/Database Specialist	4	\$85			\$340
	MHLO					
	Natural Resources Director					
	Executive Director					
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$1,420
11	Ongoing Communications					
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	16	\$135			\$2,160
	GIS/Database Specialist	8	\$85			\$680

Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
Subtotal					
Total					\$2,840

Activities Part A: Demographic and Socio-Economic Study - Workplan and Budget

12	Research on Demographic and Socio-Economics in Keyask Project Study Area		Ongoing for length of project	Research document		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	60	\$135			\$8,100
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$8,100
13	Base map creation	Symbion and GIS/Database Specialist to prepare base maps specific to Keyask Project Study Area	Jun-13	Base maps to utilize in Socio Ec interviews		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	1	\$135			\$135
	GIS/Database Specialist	8	\$85			\$680
	Subtotal					
	Disbursements	Travel	Accommodations	Meals		
	Printing Maps - MBH to print maps as needed					
	Subtotal					
	Total					\$815



14	Conduct Socio Economic Baseline Interviews	Conduct interviews via telephone where/when possible	Jul-13			
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	80	\$135			\$10,800
	GIS/Database Specialist (non spatial data entry)	5	\$85			\$425
	Regional Office Coordinator	40	\$25			\$1,000
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Consultants travel (7 days x 1 person)		\$980	\$350		\$1,330
	Winnipeg to Thompson (Calm Air)	\$803				\$803
	Thompson to Gillam (Calm Air)	\$495				\$495
	Gillam to Winnipeg (Calm Air)	\$865				\$865
	Vehicle Rental for 7 days				\$700	\$700
	Harvesters' Travel for 10 Interviewees					\$4,650
	Long Distance - 10 Phone Interviews				\$600	\$600
	Honorariums for 20 people				\$3,000	\$3,000
	Meeting Room Rental for 10 Days				\$1,750	\$1,750
	Refreshments for 10 days				\$200	\$200
	Subtotal					
	Total					\$26,618
15	Synthesize Interview Results	Review interview responses and synthesis of all interview data	Aug-13	Amalgamated information		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	40	\$135			\$5,400
	GIS/Database Specialist	20	\$85			\$1,700
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$7,100

16	Prepare draft reports for Interviewee Meeting	Presentation of draft report to harvesters and revise content (if necessary) following meeting	Sep-13	Revised draft (if necessary)		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	12	\$135			\$1,620
	GIS/Database Specialist	8	\$85			\$680
	MHLO					
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Printing				\$500	\$500
	Subtotal					
	Total					\$2,800
17	Post Interviews Meeting	Individuals who participated in the Keeyask interviews invited to attend a workshop in Winnipeg to review and comment on the aggregated results.	Late September 2013	Vetting and verification of information heard; additional information gathered as offered through review process		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour + GST			Totals
	Symbion Consultants	40	\$135			\$5,400
	GIS/Database Specialist	16	\$85			\$1,360
	MSES Inc	40	\$150			\$6,000
	Regional Office Coordinator	40	\$25			\$1,000
	MHLO					
	Minister of Hydro					
	Minister of Natural Resources					
	Vice President – Thompson Region					
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	MSES Inc travel	\$2,000	\$500	\$200		\$2,700
	Minister of Hydro travel	\$50		\$50		\$100
	Minister of Natural Resources travel	\$50		\$50		\$100

Vice President - Thompson Region	\$1,000	\$300	\$100		\$1,400
Harvesters' travel for 30 people @ \$1200 per person (travel, accomodations, meals)					\$36,000
Honorariums for 30 people				\$3,000	\$3,000
MEDO large meeting room for 1 day				\$500	\$500
Refreshments				\$840	\$840
Long Distance - by Regional Office Coordinator				\$250	\$250
Subtotal					
Total					\$58,650

18	Prepare draft report on Socio Economic interviews	Draft report describing the methodology and findings.	Sep-13	Penultimate draft	
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour		Totals
	Symbion Consultants	48	\$135		\$6,480
	GIS/Database Specialist	8	\$85		\$680
	MSES Inc	40	\$150		\$6,000
	MHLO	8			
	Natural Resources Director	8			
	Subtotal				
	Disbursements	Travel	Accommodations	Meals	Misc
	Teleconference Long Distance				\$100
	Subtotal				\$100
	Total				\$13,260

19	Review draft report with MMF Committee	Presentation of draft report to MMF and Revise content (if necessary) following meeting	Late September 2013	Draft report with changes as necessary	
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour		Totals
	Symbion Consultants	12	\$135		\$1,620
	GIS/Database Specialist	4	\$85		\$340
	MSES Inc	4	\$150		\$600
	MHLO				
	Natural Resources Director				

10

Minister of Hydro					
Minister of Natural Resources					
Executive Director					
Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
Travel for Legal Advisor (Toronto-Wpg)	\$1,380	\$140	\$51		\$1,571
Travel for Minister of Hydro					
From Interlake to Winnipeg					
From Winnipeg to Interlake	\$78				\$78
Travel for Minister of NR					
From Interlake to Winnipeg					
From Winnipeg to Interlake	\$78				\$78
Meeting Room Rental				\$250	\$250
Refreshments at meeting				\$75	\$75
Teleconference - MSES Inc				\$50	\$50
Meeting Room Rental				\$250	\$250
Refreshments for 15 people				\$85	\$85
Subtotal					
Total					\$4,997
20 Prepare and submit final report	Revise, finalize and submit final report	Oct-13	Final report		
Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
Symbion Consultants	8	\$135			\$1,080
GIS/Database Specialist	4	\$85			\$340
MHLO					
Executive Director					
Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
Teleconference long distance				\$100	\$100
Subtotal					
Total					\$1,520

21	Prepare summary report for AGA	Amalgamate final reports from TLUKS and Socio-economic Final Reports into one synthesized report for AGA	late September 2013	Summary document for AGA		
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Symbion Consultants	8	\$135			\$1,080
	GIS	8	\$85			\$680
	MHLO					
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Development and printing of report for AGA				\$4,000	\$4,000
	Couriers				\$50	\$50
	Subtotal					
	Total					\$5,810

Activities Part B: Supplemental Costs and Activities

22	Legal Advisor		Ongoing for length of project			
	Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
	Legal Advisor	40	\$280			\$11,200
	Subtotal					
	Disbursements	Travel	Accommodations	Meals	Misc	
	Subtotal					
	Total					\$11,200
23	Request for Proposals	Undertaking RFP process		RFP on MERX		

Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
MERX posting - TLUKS				\$525	\$525
MERX posting - Socio				\$525	\$525
Subtotal					
Total					\$1,050

24	Media Communications	Newspaper advertising preparation. Development of Keeyask related communications to MMF membership. Website development. Coordination with external media suppliers e.g. newspapers, radio stations.	June - October 2013			
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Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
Communications and Media Services - MEDO Department	30	\$95			\$2,850
Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
Website development				\$500	\$500
Subtotal					
Total					\$3,350

25	Preparation of historical narrative and Metis perspective on their presence in the Study Area		Ongoing	Historical Narrative on Metis Presence in the Study Area		
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Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
Consultant					\$15,000
Louis Riel Institute	40	\$95			\$3,800
Subtotal					
Disbursements	Travel	Accommodations	Meals	Misc	
Subtotal					

Total					\$18,800
26 MEDO Office Support Services	Financial management, accounting, consultant contract development and management, reporting required to support the workplans, activities and consultant activities in a manner consistent with MBH's Future Development Reimbursement Policy	June - October 2013			
Required Resources for This Task	Minimum Time Estimate (Hours)	Rate per Hour			Totals
MEDO Accounting and Finance Department One time set up of a segregated financial record keeping system for the Keeyask project. Gain familiarization with MH reimbursement policy. - 14 hrs for one-time setup at project commencement	Initial set up of accounts for project cost control and accountability for funds received. Set up bookkeeping accounts in both Excel (for project cost control against budgets) and in Quickbooks (for audit purposes). Review and become intimately familiar with the MB Hydro reimbursement policy to be able to critique expense reports; also train the Regional Coordinator in the MH reimbursement policy i.e. eligible and ineligible costs.	\$50			\$700
MEDO Accounting and Finance Department Ongoing weekly financial administration of funds received and disbursements of funds	Day to day financial administration of revenues and cost control recording of expenses for audit control. Handle all finances including bank deposits and disbursements, obtain travel vouchers and honorarium cheques, bookkeeping entries in both Excel and Quickbooks, prepare cash flow statements and reconciliations. Validate invoice claims from all suppliers of fee invoices and project expenses, etc. Issue claim vouchers to Manitoba Hydro.	\$50			\$5,000
MEDO Office Support Services - 2 hrs per week x 26 weeks	Central booking of all hotel rooms and airline tickets for all consultants, MMF management, harvesters and other Metis participants, courier tickets to travellers, book internal meeting rooms. Order couriers, issue work orders to external suppliers for bulk printing and mailing, do small runs of printing internally, do stuffing/mailings, distribute reports, print maps, etc.	\$50			\$2,600

Project Management, contracting consultants and directing MEDO departments in this project - 2.5 hrs per week x 26 weeks	65	\$184			\$11,960
MEDO CEO	4	\$250			\$1,000
Miscellaneous monthly allowance for couriers, in house printing of mailouts, long distance charges, stationary materials, miscellaneous office supplies for the project, etc.- \$100 per month x 6 months				\$600	\$600
Subtotal					
Total					\$21,860

\$300,893



Schedule B

CORPORATE POLICIES

Subject: Reimbursement Guidelines and Specific Criteria Associated with Future Development Related Processes and Aboriginal Relations Division working relationships with First Nations, Métis, Northern Affairs Communities, Community-based Association(s) and other Groups (For the purpose of these Guidelines the above entities are referred to as Participating Party).

Effective Date: March 1, 2013

REIMBURSEMENT POLICY

Manitoba Hydro will reimburse the **reasonable incurred costs** of parties participating in project planning and related negotiations and activities associated with future hydropower development and the resolution processes agreed to with the Aboriginal Relations Division, subject to compliance with the following guidelines.

These guidelines set out the reimbursable maximum amounts and the supporting documentation requirements for reimbursement of a Participating Party's incurred costs. Where specific guidelines do not exist, the principle of "reasonable costs" will be used. The final determination of "reasonable costs" will rest with Manitoba Hydro.

GENERAL UNDERSTANDINGS (*Principles of Reimbursement*)

Reimbursement of costs will be done on the basis of the following understandings:

SUBMITTING A CLAIM:

- for all future development planning and negotiation activities as well as other specified processes, a work plan must be submitted at least 30 days in advance of the start of the activities and must include proposed activities, organizational structure (if applicable), job descriptions (if applicable) and budget. Resumes of those involved in an activity need to be available upon request. Work plans must be approved by Manitoba Hydro in advance of any expenditure being made. Standard practices of the participating party will be considered when approving the workplan.
- the expenses must be reasonable, represent actual costs incurred and be directly related to the project in question.
- if any specific forms are required by Manitoba Hydro there will be an opportunity for consultation.
- unless otherwise specified, the Participating Party will submit a monthly reimbursement claim, which includes all relevant supporting documentation, to Manitoba Hydro with an

accounting of monies expended in an agreed reporting format. Reimbursement claims for a particular month must be supplied within 60 days of that month's end. Any claims filed past the reporting deadline will be accepted solely at Manitoba Hydro's discretion following a review of the circumstances responsible for the delayed filing.

- An authorized representative of the Participating Party will approve the claim for reimbursement and will certify in writing that:
 - the goods and services referenced in the claim were received and not funded by any other process or entity;
 - the claim represents actual costs incurred;
 - all activities undertaken were directly related to the project or process in question.

- The Participating Party will attach all the necessary supporting documentation for the claim including:
 - a summary of the work activities that were accomplished as a result of the costs incurred; and
 - the invoices for the work of professional advisors and consultants which the Participating Party has directed to be undertaken and which has been completed to its satisfaction.

ELIGIBLE COSTS:

- Meal, accommodation and taxi expenses will be reimbursed at prescribed rates. Members of a Participating Party can claim per diems for meals, accommodations and taxis (receipts are not required where per diems are claimed). Per diems claimed must represent actual amounts that have been paid or will be paid to members. If actual costs are claimed by a Participating Party member (for meals, accommodation or taxi) then receipts must be provided.
- The use of personal vehicles will be reimbursed up to a maximum rate of 50 cents per kilometer. The claim will indicate the purpose of the expenditure, destinations, distance traveled and the rate per kilometer. If more than one person is travelling in a vehicle, then only one mileage claim may be made. Mileage claimed must represent actual amounts that have been paid to members or consultants/legal advisors.
- Consultants/legal advisors can only claim per diems for meals. Per diems claimed must represent actual amounts that have been paid or will be paid. Receipts are required for accommodation and taxi expenses, and any other reasonable expenses that are consistent with this policy.
- Regardless of whether per diems or actual costs are claimed (as described above), receipts are required for all travel expenses for Participating Party members and Consultants/Legal advisors. If air/bus/rail travel is involved, the airline/bus/rail or travel agency invoice needs to be provided. If ground transportation is used, a description of the purpose of the travel, destination(s), distance traveled and the rate per kilometer needs to be provided.



- Office costs (including space and equipment) for a Participating Party will be reimbursed only if such costs are approved in advance through the workplan process and there are demonstrated efficiencies and economies in establishing the office. In the event it is agreed that an office is required, then reasonable office expenses will be considered for reimbursement at agreed rates that will be negotiated with the Participating Party.
- Cell phone invoices will be reimbursed within existing approved workplans and budgets up to a maximum of \$150 per month (including all fees and taxes). Repairs will be reimbursed within the monthly maximum. Cell phones assigned to full time, salaried future development employees requiring wireless communication will be eligible. For each phone, a billing summary from the service provider must be submitted with the claim.
- Employee costs outside of routine business activities must be submitted as a detailed proposal and pre-approved by Manitoba Hydro. (ie - educational costs, severance costs, conferences)

To clarify an invoice, Hydro may request that a Participating Party provide additional documents which assist in understanding the invoice, including the original invoice.

INELIGIBLE COSTS:

- Travel time billed by legal advisors or consultants will not be reimbursed by Manitoba Hydro, even if they are working while travelling.
- Travel time for participating party's employees during regular working hours will be reimbursed. Travel time outside of regular working hours will not.
- Office costs for consultants and advisors will not be considered for reimbursement.
- Administration fees will not be reimbursed although administrative costs directly related to the project or process may be reimbursed with supporting documentation. These costs must be considered within the appropriate workplan and budget.
- No interest or fees on late accounts, NSF or finance charges will be reimbursed.
- The following items will not be considered for reimbursement:
 - salaries for elected officials; and
 - capital purchases in excess of \$500 unless a business case to justify the capital purchase has been submitted to and approved by Manitoba Hydro, prior to the purchase being made

The President and CEO of Manitoba Hydro has the authority to approve any exceptions or modifications to this policy.

TAXATION:

- Manitoba Hydro will not reimburse GST/HST amounts on invoices submitted by Participating Parties where all or a part of those GST/HST amounts can be recovered by Participating Parties from the Federal Government. Where the GST/HST cannot be recovered in full by the Participating Party, Manitoba Hydro will reimburse for that portion of GST/HST related to reasonable expenses which is not recoverable by the Participating Party in accordance with the applicable federal regulations.
- At present, Participating Parties can recover (from the Federal Government) 100% of the GST/HST paid by their members working on Keeyask or Conawapa negotiations for travel, including transportation, short-term accommodation and meals. In the case of services provided to Participating Parties by various consultants, the Participating Parties are generally eligible to recover 50% of the GST/HST on those disbursements for which the GST/HST is invoiced. When we move from negotiation to implementation of a given project, we expect all consultants will begin to include the GST/HST on their fees as well as disbursements. At that point, 100% of the GST/HST invoiced to Participating Parties by their consultants, be it the GST/HST on fees or on disbursements, should be eligible for input tax credits by the Participating Party and thus recoverable from the Federal Government. If situations arise where Participating Parties are unable to recover the GST/HST they have paid and they wish Manitoba Hydro to consider reimbursing the amounts in question, it will be the responsibility of the Participating Parties to provide documentation supporting their request for the reimbursement of those GST/HST amounts from Manitoba Hydro¹.

Manitoba Hydro requires that all reimbursement submissions to include detailed itemization showing the gross amount, the GST/HST and the net amount of items claimed by both internal and external parties.

If there is uncertainty as to the application of the GST/HST, an interpretation can be requested from the GST/HST Ruling Branch of the Canada Revenue Agency at 1-800-959-8287.

AUDIT REQUIREMENTS:

- Hydro in its sole discretion is entitled to retain an independent, qualified auditor to perform an audit with respect to any monies paid pursuant to any agreement to which this Reimbursement Policy applies. Hydro shall pay the costs of such audit. The Participating Party agrees to provide the auditor with reasonable access to such information as the auditor determines he or she must review, be it in paper or electronic form, and such persons who have knowledge of the processing of funds and preparation of claims on behalf of the Participating Party. It is expected that Third Parties will assist in verifying payments made to

¹ The application of GST/HST and the entitlement to rebates and input tax credits may vary according to the tax status of the Participating Party. The description of the GST/HST treatment provided is based on the assumption that the Participating Party is an Aboriginal Community subject to the GST/HST rules for Indian Bands.

them and in providing reasonable cooperation to the auditor, but nothing herein obliges Third Parties, including lawyers and consultants, to reveal to the auditor confidential advice given by them to the Participating Party or their internal confidential information.

- The reimbursement of claims submitted to Manitoba Hydro will be treated as the confidential business information of the Participating Party and, unless required by law, will not be released without the Participating Party's consent.
- This policy will be reviewed on an annual basis.

PROCESS FOR REIMBURSEMENT

- All claims will be submitted to the respective manager in the Aboriginal Relations Division, or the Manager, Major Projects Partnerships and Services in an agreed to reporting format.
- Claims will be reviewed and any questions or requests for additional information will be made in writing to the Participating Party.
- Only claims with the required supporting documentation can be reimbursed. However, when all the required documentation is not provided, parts of the claim with adequate documentation may be reimbursed.
- Manitoba Hydro will process and reimburse claims within 30 days of their receipt for claims that meet the criteria set out by this policy. Manitoba Hydro may provide partial reimbursement (total claim less outstanding amounts at issue) for those items which meet the guidelines in an effort to assist the Participating Party in resolving cash flow issues. Every effort will be made by both parties to resolve outstanding issues within 60 days of receiving a claim.
- Manitoba Hydro will reconcile claims on a monthly basis to account for any over or under payments from preceding months.

SPECIFIC REIMBURSEMENT

Table 1 contains the guidelines regarding the reimbursement of costs incurred by the Participating Party, consultants and legal advisors retained by the Participating Party.

TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY	CONSULTANT/LEGAL ADVISORS
<p>SALARIES</p> <p>Salaries will be considered reimbursable if:</p> <ul style="list-style-type: none"> • the need for a salaried individual is approved in advance through the work plan; • there is evidence submitted that there will be sufficient work to require a salaried position; • a job description is prepared outlining the duties to be performed; • the proposed employee has the skill and experience required for the job and a resume is available upon request; and • the proposed salary is reasonable with regard to the job to be performed and the skill and experience of the proposed employee. • Benefits required by statute will be paid, plus any others that are reasonable and agreed to through the workplan. • Monthly reports must be received from all salaried individuals outlining the activities performed during the month, and the hours worked during the month broken down by activity. • Salaries will not be paid or reimbursed to elected officials or those already receiving a full-time salary. <p>HONORARIUMS</p> <p>Honorariums will be reimbursed to the Participating Party at a maximum rate of \$150 per day. Honorariums are intended to pay for special knowledge and insight provided by Members in the various processes.</p> <p>Honorariums are for Elders and Members only and will not be reimbursed to salaried employees.</p>	<p>CONSULTING AND LEGAL ADVISORS</p> <p>The scope and amount of consulting and legal costs must be pre-approved as part of the work plan.</p> <p>The maximum hourly rate for approved consulting work that will be paid is \$250 per hour unless otherwise agreed upon in advance.</p> <p>The cost of legal services will be reimbursed to a maximum rate of \$280 per hour unless otherwise agreed upon in advance. This rate will apply to lawyers who are senior counsel. The cost of legal services provided by lawyers who are not senior counsel will be reimbursed at a lower rate which will be based upon a consideration of their years of practice, the level of expertise they have in particular areas of the law and such other factors that the Participating Party and Hydro concur are relevant. Participating Parties are not restricted from agreeing to pay higher hourly rates to legal counsel, but Hydro will only reimburse to the limits set out herein for senior counsel and rates for other counsel will be determined on a case by case basis.</p> <p>Consultants' invoices provided as support for an expense must contain a detailed description of the work performed, time spent, hourly rate, expenses and disbursements (including all receipts, except where a meal per diem is charged) incurred and the period and subject matter to which the work was related to allow conclusions to be drawn as to their reasonableness.</p> <p>Travel time will not be reimbursed.</p> <p>Hydro will not reimburse Participating Parties for any contingent fees, bonus fees, "counsel fees", "finder's fee", profit-sharing fee, or similar fees negotiated, or charged, by lawyers or consultants to Participating Parties. If such arrangements are entered into by Participating Parties with their legal counsel or consultants, that fact may result in a termination by Hydro of any contribution agreement, process agreement or settlement agreement to which the fee arrangement in question applies.</p>

TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY							CONSULTANT/LEGAL ADVISORS																																		
<p>1. CLAIMING PER DIEMS MEALS, ACCOMMODATIONS AND TAXI</p> <p><u>Per Diems:</u> Apply when an individual must travel from their place of residence to another city/town/community for meetings and/or related work on Future Development or other process with Manitoba Hydro that has an approved work plan and budget in place. Per diems reflect current market prices and will be reviewed annually. Receipts for meals, hotels, first and last day taxi (airport or bus depot to/from hotel) and mileage are not required. Per diem amounts claimed must represent actual amounts reimbursed to members. Per diems will be adjusted if meal(s), accommodation, or taxi expenses are provided by a 3rd party or if the Participating Party in not travelling the full day.</p> <table border="1"> <thead> <tr> <th></th> <th>Breakfast</th> <th>Lunch</th> <th>Dinner</th> <th>Sub-total</th> <th>Incidentals</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Per Diem</td> <td>\$8.85</td> <td>\$15.75</td> <td>\$23.05</td> <td>\$47.65</td> <td>\$5.00</td> <td>\$52.65</td> </tr> </tbody> </table> <p>When per diems are claimed the dates of travel, purpose of travel and meetings attended must be provided in the monthly claim.</p> <p>Receipts are required for any additional services that are claimed (e.g. taxi to and from meetings, parking etc.). Food charges related to refreshments at meetings will be reimbursed, but receipts must be provided. Alcoholic beverages will not be reimbursed.</p>								Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total	Per Diem	\$8.85	\$15.75	\$23.05	\$47.65	\$5.00	\$52.65	<p>1. CLAIMING PER DIEMS MEALS</p> <p><u>Per Diems:</u> Apply when an individual must travel from their place of residence to another city/town/community for meetings and/or related work on Future Development or other process with Manitoba Hydro that has an approved work plan and budget. Per diems reflect current market prices and will be reviewed annually. Receipts for meals are not required. Per diem amounts claimed must represent actual amounts reimbursed to consultants/legal advisors.</p> <table border="1"> <thead> <tr> <th></th> <th>Breakfast</th> <th>Lunch</th> <th>Dinner</th> <th>Sub-total</th> <th>Incidentals</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Per Diem</td> <td>\$8.85</td> <td>\$15.75</td> <td>\$23.05</td> <td>\$47.65</td> <td>\$5.00</td> <td>\$52.65</td> </tr> </tbody> </table> <p>Consultants/Legal Advisors must claim actual costs and submit receipts for accommodation and taxi expenses.</p> <p>Per diems will be adjusted if meal(s), accommodation, or taxi expenses are provided by a 3rd party or if the Participating Party in not travelling the full day.</p>								Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total	Per Diem	\$8.85	\$15.75	\$23.05	\$47.65	\$5.00	\$52.65
	Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total																																			
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	Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total																																			
Per Diem	\$8.85	\$15.75	\$23.05	\$47.65	\$5.00	\$52.65																																			

TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY		CONSULTANT/LEGAL ADVISORS	
<u>One day Meeting/Travel Only:</u>			
		Air/Bus	Ground
1 day (no overnight)	Meals	\$52.65	\$52.65
	Taxi (to and from meeting, \$25 x 2 = \$50)	\$50.00	\$0.00
	TOTAL	\$102.65	\$52.65
<ul style="list-style-type: none"> ○ Travel by Air/Bus - If meeting and travel does not include overnight stay: \$102.65 (taxi, meals), plus airfare/bus fare See Endnote ¹ ○ Travel by Personal/Rental Vehicle - If meeting and travel does not include overnight stay: \$52.65 (meals), plus ground transportation. See Endnote ² 			
<u>Multiple days Meeting/Travel:</u>			
<u>First Day:</u>			
		Air/Bus	Ground
Day 1	Meals	\$52.65	\$52.65
	Taxi	\$25.00	
	Hotel	\$140.00	\$140.00
	Total	\$217.65	\$192.65
<ul style="list-style-type: none"> ○ For the first day of travel/meeting if travel is by air/bus: \$217.65 (taxi, meals, accommodation) plus airfare/bus fare See Endnote ¹ ○ For the first day of travel/meeting if travel is by personal/rental vehicle: \$192.65 (meals, accommodation) plus ground transportation See Endnote ² 			



TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY		CONSULTANT/LEGAL ADVISORS	
<u>Day 2, 3, 4 etc:</u>			
		Air/Bus	Ground
Day 2, 3, 4 etc.	Meals	\$52.65	\$52.65
	Hotel	\$140.00	\$140.00
	Total	\$192.65	\$192.65
<ul style="list-style-type: none"> o \$192.65 (meals, accommodation) for each day 			
<u>Last Day:</u>			
		Air/Bus	Ground
Last day	Meals	\$52.65	\$52.65
	Taxi	\$25.00	
	Total	\$77.65	\$52.65
<ul style="list-style-type: none"> o For the last day of meeting/travel if travel is by air/bus: \$77.65 (taxi, meals) plus airfare/bus fare See Endnote ¹ o For the last day of meeting/travel if travel is by personal/rental vehicle: \$52.65 (meals) plus ground transportation See Endnote ² 			
Private accommodations will be paid to a maximum of \$40 per night. Receipts are not required for private accommodations.			
<u>2. Claiming Actual Costs</u>		<u>2. Claiming Actual Costs</u>	
Alternatively, instead of charging the per diem rates (for meals, taxi or accommodations), claims for actual costs incurred may be submitted. When actual costs are claimed, receipts must be provided. GST/HST charges will not be reimbursed when actual costs are claimed as the Participating Party can obtain reimbursement (for 100% of the GST/HST) from the Federal Government.		Consultants/Legal Advisors must claim actual costs incurred and submit receipts for accommodation and taxi expenses. Reimbursement will be to the maximums identified below. GST/HST charges will be reimbursed at 50%, as the other 50% can be claimed by the Participating Party from the Federal Government.	



TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY							CONSULTANT/LEGAL ADVISORS						
MEAL RATES (CLAIMING ACTUAL COSTS - RECEIPTS REQUIRED)							MEAL RATES (CLAIMING ACTUAL COSTS - RECEIPTS REQUIRED)						
Individuals claim the actual costs incurred of purchased meals up to the following maximum amounts, unless otherwise agreed:							Individuals may claim the actual costs incurred of purchased meals, up to the following maximum amounts unless otherwise agreed:						
	Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total		Breakfast	Lunch	Dinner	Sub-total	Incidentals	Total
Amount (Cdn \$)	\$8.85	\$15.75	\$23.05	\$47.65	\$5.00	\$52.65	Amount (Cdn \$)	\$8.85	\$15.75	\$23.05	\$47.65	\$5.00	\$52.65
5% GST/HST (included in rate, to be recovered by Participating Party from Fed. Government)	\$0.42	\$0.75	\$1.09	\$2.26	\$0.24	\$2.50	2.5 % GST/HST (included in rate, to be recovered by Participating Party from Fed. Government)	\$0.21	\$0.38	\$0.55	\$1.14	\$0.12	\$1.26
Meal Rate reimbursed by Hydro (less 5% GST/HST)	\$8.43	\$15.00	\$21.96	\$45.39	\$4.76	\$50.15	Max reimbursed by Hydro (less 2.5% GST/HST)	\$8.64	\$15.37	\$22.50	\$46.51	\$4.88	\$51.39
*Party to the Negotiation will be advised of changes to meal rates.							*Party to the Negotiation will be advised of changes to meal rates.						
Meal rates may be claimed for travel on days when individuals are en route to out-of-town meetings or business, or are taking part in out-of-town meetings where meals are not provided. The rates stated above include gratuities and all applicable taxes.							Meal rates may be claimed for travel on days when individuals are en route to out-of-town meetings or business, or are taking part in out-of-town meetings where meals are not provided. The rates stated above include gratuities and all applicable taxes.						
Incidentals are intended to cover costs such as snacks, gratuities (other than meals) and other miscellaneous expenses. No receipts are required.							Incidentals are intended to cover costs such as snacks, gratuities (other than meals) and other miscellaneous expenses. No receipts are required.						
Food charges related to meetings will be reimbursed, but receipts must be provided. Alcoholic beverages will not be reimbursed.							Food charges related to meetings will be reimbursed, but receipts must be provided. Alcoholic beverages will not be reimbursed.						



TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

PARTICIPATING PARTY	CONSULTANT/LEGAL ADVISORS
<p>TRAVEL RATES Claims <u>may not exceed actual costs</u> incurred and all receipts for transportation are required.</p> <ul style="list-style-type: none"> ▪ Air/Bus/Rail Transportation see Endnote ¹ ▪ Ground Transportation see Endnote ² <p>NOTE: Costs for any travel to or from points outside the Province of Manitoba must be pre-approved. This may be accomplished by submitting a request for approval for each trip.</p> <p>ACCOMMODATIONS (CLAIMING ACTUAL COSTS - RECEIPTS REQUIRED)</p> <p>Individuals who are eligible may claim the actual cost of accommodation up to a maximum of \$140.00 per day. Please note the \$140.00 is inclusive of GST/HST. As such, 100% of the GST/HST will be deducted by Hydro as it can be claimed, by the Participating Party, from the Federal Government. Therefore, the actual amounts reimbursed will be \$133.33 per day. Claims for actual accommodation expenses must be accompanied by receipts. The maximum includes all applicable taxes, fees and gratuities. Accommodation expenses may only be claimed when traveling to or from meetings relevant to the initiative.</p> <p>Private accommodations will be paid to a maximum of \$40 per night. Receipts are not required for private accommodations.</p> <p>Expenses for laundry, in-room-bar or movies will not be reimbursed.</p> <p>SHARED TRAVEL Where practical travel expenses should be shared. If there is more than one person travelling in a vehicle, then only once mileage will be charged.</p>	<p>TRAVEL RATES Same as Participating Party</p> <p>ACCOMMODATIONS (CLAIMING ACTUAL COSTS - RECEIPTS REQUIRED)</p> <p>Individuals who are eligible may claim the actual cost of accommodation up to a maximum of \$140.00 per day. Please note the \$140.00 is inclusive of GST/HST. As such, 50% of the GST/HST will be deducted by Hydro as it can be claimed, by the Participating Party, from the Federal Government. Therefore, the actual amounts reimbursed will be \$136.67 per day. Claims for actual accommodation expenses must be accompanied by receipts. The maximum includes all applicable taxes, fees and gratuities. Accommodation expenses may only be claimed when traveling to or from meetings relevant to the initiative.</p> <p>Private accommodations will be paid to a maximum of \$40 per night. Receipts are not required for private accommodations.</p> <p>Expenses for laundry, in-room-bar or movies will not be reimbursed.</p> <p>SHARED TRAVEL Same as Participating Partner</p>



TABLE 1: Specific Reimbursement Guidelines for Participating Party, Consultants & Legal Advisors

End Notes:

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- Individuals will be reimbursed for the actual cost of the airline/bus ticket, including all applicable taxes and fees.
 - When there is sufficient notice of travel, bookings must be made in advance to take advantage of reduced fares.
 - All air/bus/rail travel is to be booked at the lowest available fare (economy).
 - Charters may only be used if the total cost is less than the equivalent cost that would have been incurred had the project participating passengers on the charter purchased individual economy class tickets. Claims for charters will be rejected if there is no passenger list included.
 - Itinerary, Agent invoices or receipts must include flight charges, meeting description and passenger(s) names. If an itinerary, invoice or receipt is not received as outlined, the expenditure will not be reimbursed.
- ²
- Taxi - reasonable expenses with supporting receipts will be reimbursed.
 - Rental Vehicles - reasonable expenses with supporting receipts will be reimbursed.
 - Personal Vehicles - use of personal vehicles will be reimbursed up to a maximum rate of 50¢ per kilometer and in the claim the purpose of the expenditure, destinations, distance traveled and the rate per kilometer must be recorded. If there is more than one person travelling in a vehicle, then only one mileage may be charged. Mileage rates claimed must represent the actual amounts reimbursed to members or consultants/legal advisors
 - Bus Rental - reasonable expenses with supporting receipts will be reimbursed.

For further information please contact:

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