

SCHEDULE 4-7

Keeyask Hydropower Limited Partnership

Monitoring Advisory Committee

Terms of Reference

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1. Scope

The Monitoring Advisory Committee (the “**MAC**”) is an advisory committee to the Keeyask Hydropower **Limited Partnership** (the “**Limited Partnership**”). It is consultative and advisory only and has no decision making authority.

2. Purpose

The purposes of the **MAC** and **MAC** meetings are to:

- (a) enable the **MAC** members to provide such disclosure of non-privileged information related to monitoring, of contemporary relevance to the **Keeyask Project**, as is reasonable and practicable to provide, provided that information that would disclose personal or confidential information related to any particular party may not be shared;
- (b) discuss the environmental, social and economic monitoring activities, including with respect to Aboriginal traditional knowledge, planned for or occurring during construction, commissioning, operations and decommissioning of the **Keeyask Project**, including but not limited to:
 - (i) receive regular updates on activities;
 - (ii) provide input into monitoring activities and planning; and
 - (iii) review public and regulatory reporting materials;
- (c) consider whether, and to what extent, it is practical for any activities under (b) to be adjusted to accommodate the interests of the **Keeyask Cree Nations**, without prejudicing the interests of the **Limited Partnership**;
- (d) review and comment on regulatory and public reporting materials, including but not limited to advice to the **Limited Partnership** regarding the content, publication and distribution of the **Keeyask Project**

Monitoring Overview (to be published annually unless otherwise agreed to by the **Keeyask Cree Nations** and **Hydro**).

3. Committee Membership

The **MAC** will be comprised of five (5) **Keeyask Cree Nation Members**, two (2) for **TCN** and one (1) each for **War Lake**, **York Factory** and **Fox Lake** and five (5) **Hydro** employees (possessing construction expertise and knowledge of the economic, social and environmental monitoring impacts and benefits of the **Keeyask Project**).

An employee from **Hydro's** Partnership Implementation Section will attend on behalf of the **Limited Partnership** (this employee is not a committee member).

Two (2) advisors for **CNP** and one (1) advisor for each of **York Factory** and **Fox Lake** could attend **MAC** meetings at the request of the **Keeyask Cree Nations' Members** and depending on the agenda, however an advisor can only attend the meeting if the corresponding **Member** is present.

The **Keeyask Cree Nation** site representatives are not eligible to be a **MAC** member.

4. Chairperson

The **MAC** will be chaired by a **Hydro** representative.

5. Duration of Committee and Meeting Frequency

The **MAC** will be established immediately following the **Construction Start Date** and will remain in existence during operation and decommissioning of the **Keeyask Generating Station**.

The **MAC** will meet every two (2) months during construction and commissioning, unless otherwise warranted by monitoring activities. During operations, meeting frequency will be determined by the board of the **General Partner**, provided that not less than two (2) meetings per year will be held.

6. Meeting Process

Hydro, as service provider to the **Limited Partnership** under the **JKDA**, including but not limited to the requirements of 9.1.1 (h), (i) and (j), will attend meetings of the **MAC** and provide reports on ongoing **Keeyask Project** monitoring activities.

Materials to be discussed at **MAC** meetings will be distributed as soon as available but not less than two (2) weeks prior to the meeting date.

Meeting notes will be recorded and distributed to Committee members within two (2) weeks of the meeting date.

7. External Communication

The Chair generally is responsible for external communication on behalf of the Committee; however **Keeyask Cree Nation** representatives on the **MAC** may communicate with their respective **Chief and Council** and with **Members** with respect to matters discussed in the Committee, except any information that is shared on a confidential basis.

8. Honoraria and Reasonable Expenses

Keeyask Cree Nations' Members on the **MAC** will be paid an annual honorarium of \$4,000 during construction and reimbursed for reasonable expenses (meals and travel costs to attend meetings). The cost of such honoraria and expenses for the **Keeyask Cree Nations' Members** will be paid for out of the **Keeyask Cree Nations' Implementation Funding**, which funding shall be a charge to the **Keeyask Project**. The **Limited Partnership** will reassess the honorariums for the operations and decommissioning phases of the **Keeyask Generating Station**, and decisions in that regard will be made by the board of the **General Partner**.

The **Keeyask Project** will be charged the actual costs (salary and expenses) for **Hydro** employees on the **MAC**.

9. Report

If requested by the **Keeyask Cree Nations**, a report outlining any concerns raised by **Keeyask Cree Nations** in the **MAC** meetings with respect to the functioning of the **MAC** or **Keeyask Project** monitoring activities will be provided as required to the board of the **General Partner**. During construction the report will be attached to the **Project Manager's** monthly report to the board of the **General Partner**.

10. Amendment of Terms of Reference

The **Limited Partnership** may amend the **MAC** Terms of Reference; provided that:

- (a) it receives the prior written consent of the **Keeyask Cree Nations**, acting by a **KCN Majority**, which consent may not be withheld unreasonably; and
- (b) no change may be made to the **MAC** Terms of Reference that would change the proportional representation of either **York Factory** or **Fox Lake** on the **MAC**.