

**PRELIMINARY DRAFT  
COMPREHENSIVE LAND CLAIM  
AGREEMENT-IN-PRINCIPLE**

**AMONG:**

**THE ALGONQUINS OF ONTARIO**

**-and-**

**ONTARIO**

**-and-**

**CANADA**

**PRELIMINARY DRAFT AGREEMENT-IN-PRINCIPLE**

**December 2012**

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**INTRODUCTORY NOTE**

**December 2012**

This Preliminary Draft Agreement-in-Principle is being made available for public review to support consultation efforts in the Algonquin Land Claim negotiations. This Preliminary Draft is a work in progress that is still under review and subject to revision by the Parties.

Following this review process, a final draft of the Agreement-in-Principle will be submitted to the Algonquins of Ontario for a ratification vote. This is expected to take place later in 2013.

Upon a successful Algonquin ratification vote, the final draft Agreement-in-Principle would be submitted to the Governments of Ontario and Canada for approval. Following such approval and signature, the Agreement-in-Principle would be a non-binding statement of the main elements of a settlement of the Algonquin Land Claim that would form the framework for future negotiations towards a Final Agreement.

Negotiations leading to a Final Agreement could then begin. A Final Agreement would also need to be approved by the Algonquin of Ontario and by the Legislature of Ontario and the Parliament of Canada.

**PREAMBLE**

**WHEREAS** the Algonquins are an Aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982*;

**WHEREAS** the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada, including rights that may be acquired or recognized by way of land claims agreements;

**WHEREAS** the Algonquins maintain that they have never been party to, nor beneficiary of, any treaty or land claim agreement with the Crown whereby they have ceded their Aboriginal rights, including Aboriginal title;

**WHEREAS** the Algonquins assert Aboriginal rights, including Aboriginal title, to particular lands in Ontario and Quebec based on their traditional and current use and occupancy of the lands and waters;

**WHEREAS** the Algonquins, Canada, and Ontario have agreed to negotiate in order to clarify the rights of the Algonquins under section 35 of the *Constitution Act, 1982* in Canada, except in the province of Québec;

**AND WHEREAS** this Agreement-in-Principle shall form the basis of negotiations towards a Final Agreement that will clarify Algonquin rights that will be recognized and affirmed by section 35 of the *Constitution Act, 1982*;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **CHAPTER 1 DEFINITIONS**

The following definitions shall apply in this Agreement-in-Principle unless otherwise provided in a particular Chapter:

“Aboriginal Right” means an Aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*;

“Adopted” means, subject to further consideration of custom adoption prior to the Final Agreement, adopted in accordance with Provincial Law;

“Agreement-in-Principle” means this Agreement;

“Algonquin Allocation” means the Algonquin allocation of a Total Allowable Harvest as determined pursuant to 8.8;

“Algonquin Ancestor” means a person who was born on or before July 15, 1897 and identified in an historic record or document dated on or before December 31, 1911, in such a way that it would be reasonable to conclude that the person was considered to be an Algonquin or Nipissing, or a full sibling of such a person. A preliminary list of Algonquin Ancestors agreed to by the Parties is included in Appendix 3.1. In this definition, a “full sibling” of a person is a sibling having the same natural mother and natural father as that person;

“Algonquin Artifact” means any object created by, traded to, commissioned by, or given as a gift to an Algonquin individual or that originated from the Algonquin community and that has past and ongoing importance to the cultural or spiritual practices of the Algonquins, but does not include any object traded to, commissioned by, or given as a gift to another Aboriginal individual or community;

“Algonquin Burial Site” means a natural or prepared physical location or surface into or on to which human remains of Algonquin ancestry were intentionally placed as part of a burial rite;

“Algonquin Capital” means the Settlement Lands, the capital transfer and other assets transferred to, or recognized as owned by, the Algonquins under the Final Agreement;

“Algonquin Collective” means a geographic collective of Algonquins located within, or in municipalities in Ontario immediately adjacent to, the Settlement Area which derives from or has evolved from an Historic Community or Band and is demonstrated by geographical concentrations of life and death event evidence including birth, baptism, education, marriage, residence, employment, economic, death and burial evidence;

“Algonquin Declaration Order” means the Declaration Order made under the *Environmental Assessment Act*, R.S.O. 1990, c. E.18 entitled “Declaration – Projects and Activities being considered for inclusion in the Algonquin Land Claim Settlement”, approved by Ontario Order-in-Council Number 1900/2007 dated August 22, 2007;

“Algonquin Documentary Heritage Resource” means a record of cultural heritage value or interest relating to Algonquin history or culture, regardless of physical form or characteristics;

“Algonquin Forestry Authority” is the authority incorporated pursuant to the *Algonquin Forestry Authority Act*, R.S.O. 1990, c. A.17;

“Algonquin Harvest Plan” means a plan developed by the Algonquins and Ontario in accordance with the process set out in the Final Agreement, for the purposes of managing the Algonquin Harvest of a particular species of Fish or Wildlife;

“Algonquin Heritage Resources” means:

- (a) Archaeological Sites, Artifacts, Burial Sites and Algonquin Documentary Heritage Resources of cultural heritage value or interest to the Algonquins; and
- (b) Algonquin Artifacts and Algonquin Burial Sites;

“Algonquin Human Remains” means human remains that are not the subject of a police or coroner investigation and are determined to be of Algonquin ancestry;

“Algonquin Institution” means an organization or organizations with legal personality, under either Provincial Law or Federal Law to be approved by the Algonquins to hold land or capital and to manage other claim assets and responsibilities under the Final Agreement pursuant to Chapter 4;

“Algonquin Negotiation Representative” means a representative of the Algonquins who was elected by his or her community to negotiate this Agreement-in-Principle and, subject to ratification of this Agreement-in-Principle, the Final Agreement;

“Algonquin Protocol” means Schedule 15.5;

“Algonquin Repository” means an Algonquin Institution established to receive Artifacts pursuant to Chapter 10;

“Algonquin Voter” means a person who is entitled to be registered under 15.1.1 or 16.6, as the case may be;

“Algonquins” means the Aboriginal people that

- (a) until the Effective Date, were known as Algonquins or Nipissings and who comprised Historic Communities or Bands and Algonquin Collectives that used and occupied the Settlement Area from a time prior to contact with Europeans, including for greater certainty the members of the Algonquins of Pikwàkanagàn First Nation; and

- (b) after the Effective Date, will be comprised of all persons who are entitled to be enrolled as Beneficiaries pursuant to Chapter 3;

“Allocated Species” means a Fish or Wildlife species or population for which the Minister determines, in accordance with the process set out in 8.6, there will be a limitation of the Algonquin Harvest for the purposes of Conservation;

“Annual Work Schedule” means the annual work schedule within the meaning of the Forest Management Planning Manual for Ontario’s Crown Forests, 2009 (Queen’s Printer for Ontario);

“Appeal Board” means a body appointed by the Algonquins to apply Algonquin enrolment criteria prior to the appointment of the Ratification Committee;

“Applicant” is an individual who applies to be a Voter pursuant to Chapters 15 or 16, or to be a Beneficiary pursuant to Chapter 3;

“Archaeological Fieldwork” means any activity carried out on, above or under land or water for the purpose of obtaining and documenting data, recovering Artifacts and human remains or altering an Archaeological Site and includes monitoring, assessing, exploring, surveying, recovering and excavating;

“Archaeological Site” means any property that contains an Artifact or any other physical evidence of past human use or activity that is of cultural heritage value or interest;

“Area of Algonquin Interest” means Crown lands that are of cultural or historical importance to the Algonquins identified in Schedule 5.3D, and which will be subject to Area Algonquin Interest Agreements;

“Area of Algonquin Interest Agreements” means agreements to be negotiated between the Algonquins and Ontario in accordance with 5.3.3;

“Artifact” means any object, material or substance that is made, modified, used, deposited or affected by human action and is of cultural heritage value or interest;

“Band” means a band within the meaning of the *Indian Act*;

“Beneficiary” is an individual who has been enrolled as a beneficiary of the Final Agreement pursuant to Chapter 3;

“Burial Site” means land containing human remains within the meaning of the *Funeral, Burial and Cremation Services Act, 2002*;

“By-Product” means inedible parts of, or products made from, Fish, Wildlife, Plants and Migratory Birds;

“Canada” means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

“Capital Transfer” means payments to be made by Canada or Ontario to an Algonquin Institution pursuant to Chapter 6;

“Chapter” means a Chapter of this Agreement-in-Principle;

“Commercial Harvesting” means the Harvesting of Fish, Wildlife, Migratory Birds and/or Plants for the purpose of sale;

“Common Law” means the common law, including equity, as it exists from time to time;

“Conservation” means the management of the use of Fish, Wildlife, Migratory Birds and Plants to yield the greatest sustainable benefit to present generations while maintaining their potential to meet the needs of future generations, through the maintenance, sustainable utilization, restoration and protection of Fish, Wildlife, Migratory Birds and Plants;

“Conservation Reserve” means a conservation reserve established under and regulated pursuant to the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“Consult”, “Consultation and Accommodation” and “Accommodate” mean the comprehensive Consultation and Accommodation regimes the Parties intend to negotiate pursuant to 2.7;

“Court” means the Superior Court of Ontario;

“Crown” means Canada or Ontario, as the case may be;

“*Crown Forest Sustainability Act*” means the *Crown Forest Sustainability Act, 1994*, S.O. 1994, c.25;

“Crown Land” means land, including lands covered by water, administered and controlled or owned by Ontario or Canada;

“Crown Land Use Planning Atlas” means the guiding framework for land use policy for Ontario Crown Lands and includes any successor to it;

“Cultural or Social Connection” to an Algonquin Collective includes, but is not limited to, the following:

- (a) full-time or part-time residence within the geographic area of an Algonquin Collective and participation in social and cultural life of the Algonquin Collective;
- (b) regular visits to an Algonquin Collective during which social and cultural connections are maintained, for example during vacations;



- (c) regular hunting, fishing, other harvesting or other traditional activities with members of an Algonquin Collective; or
- (d) frequent attendance at social or cultural events or gatherings of an Algonquin Collective, such as pow-wows;

“Date of Transfer” means the date on which the legal title to any particular parcel of Settlement Land is transferred to an Algonquin Institution;

“Descriptive Plans” means the plans and drawings which describe the acreage and boundaries of, and known legal interests in, parcels of land to be identified in this Agreement-in-Principle or the Final Agreement, as the case may be, and which, for greater certainty, are not legal surveys;

“Direct Lineal Descent” means direct descent through the maternal or paternal line and includes an Adopted person;

“Dispute” means a dispute between two or more of the Parties that arises following the Effective Date relating to the interpretation, application, implementation or alleged breaches of the Final Agreement, and other matters identified in the Final Agreement, other than a decision to be made by a Minister;

“Domestic Purposes” means Harvesting for food, social and ceremonial purposes;

“Ecological Integrity” means a condition in which biotic and abiotic components of ecosystems and the composition and abundance of native species and biological communities are characteristic of their natural regions and rates of change and ecosystem processes are unimpeded;

“Effective Date” means the date upon which the Final Agreement is approved, declared valid, takes effect and is given the force of law;

“Eligibility Criteria” means the eligibility criteria set out in Chapter 3;

“Enrolment Board” means the board referred to in 3.3;

“Enrolment Register” means the enrolment register to be established under 3.4.1(b);

“Federal Collection” means an Artifact or Artifacts within the possession, control or administration of Canada;

“*Federal Courts Act*” means the *Federal Courts Act* R.S.C., 1985, c. F-7;

“Federal Crown Land” means land, including lands covered by water, administered and controlled or owned by Canada;

“Federal Law” means any Act of Parliament, regulations, orders-in-council, ordinances and the Common Law, but does not include the Federal Implementation Legislation;

“Final Agreement” means the agreement that the Parties will have negotiated based upon this Agreement-in-Principle;

“Final Voters List” means the Final Voters List described in 15.6 or 16.6 as appropriate;

“Fish” means fish as defined under the *Fisheries Act*, R.S.C. 1985, c. S-14;

“Forest Industry” means the industry that is engaged in the commercial harvesting and use of a Forest Resource within the Settlement Area, or the renewal or maintenance of a Forest Resource within the Settlement Area, and includes all related activities;

“Forest Management Plan” means a forest management plan within the meaning of the *Crown Forest Sustainability Act*, S.O. 194, c. 25;

“Forest Resource” means a Forest Resource within the meaning of the *Crown Forest Sustainability Act*, S.O. 194, c. 25;

“*Funeral, Burial and Cremation Services Act, 2002*” means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33;

“Furbearers” means animals Harvested for their pelts;

“Harvest” and “Harvesting” mean the taking of Fish, Wildlife, Migratory Birds or Plants from the wild;

“Historic Community or Band” means a geographic collective of Algonquins who used and occupied lands within the Settlement Area or Allumette Island on or before July 15, 1897 and, without necessarily being exhaustive, includes:

- (a) Golden Lake;
- (b) Baptiste Lake;
- (c) Mattawa;
- (d) Township of Lawrence, Nightingale and Sabine;
- (e) Bedford; and
- (f) Allumette Island;

“Implementation Committee” means the committee established pursuant to Chapter 14;

“Implementation Legislation” means the federal or provincial legislation that approves, gives effect to, declares valid and gives the force of law to the Final Agreement and “Federal Implementation Legislation” means Implementation Legislation enacted by Parliament and “Provincial Implementation Legislation” means the Implementation Legislation enacted by the Legislative Assembly of Ontario;

“Implementation Plan” means the plan agreed to by the Parties pursuant to 14.1.2;

“Improvements” does not include a non-commercial structure exclusively used for Harvesting, such as tent frames, cabins, traps and caches;

“*Income Tax Act*” means the *Income Tax Act*, S.C. 1985 (5th Supp.) c. 1;

“*Income Tax Act (Ontario)*” means the *Income Tax Act*, R.S.O. 1990, c. I.2;

“Indian” means an “Indian” as defined in the *Indian Act*;

“*Indian Act*” means the *Indian Act*, R.S.C. 1985, c. I-5;

“Initial Enrolment Period” means a period of five years from the Effective Date;

“Inspector” means a person appointed under Provincial Law or Federal Law to conduct investigations or inspections, or otherwise authorized to enforce the laws under which they are appointed;

“Interim Algonquin Harvest Plan Process” means the process in place at the time of this Agreement-in-Principle that the Algonquins and Ontario use to reach annual arrangements with respect to the Algonquin Harvest of moose inside and outside of Algonquin Provincial Park;

“Interpretation Act” means *Interpretation Act*, R.S.C., 1985, c. I-21;

“Land Use Permit” means a permit issued pursuant to Regulation 973 under the *Public Lands Act* that gives a personal right to occupy Provincial Crown Land;

“License of Occupation” means a license issued pursuant to section 20 of the *Public Lands Act* that gives a personal right to occupy Provincial Crown Land, and includes a right to maintain action against trespass;

“Licensed Archaeologist” means an individual who holds a valid archaeological licence that has been issued under the *Ontario Heritage Act* and has not been suspended or revoked;

“Management Plan” means a Management Plan within the meaning of the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“Management Statement” means a Management Statement within the meaning of *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“Measures” includes legislation, regulation or directives and includes provisions of an Algonquin Harvest Plan;

“Migratory Birds” means migratory birds, as defined under Federal Law, and, for greater certainty, includes their eggs;

“Migratory Birds Sanctuary” means a Migratory Birds Sanctuary as defined under Federal Law;

“Minerals” includes gold, silver, and all other metals, precious and base, and coal, oil, salt, and sand and gravel;

“Mining Act” means the *Mining Act*, R.S.O 1990, c. M.14;

“Minister” means the federal or provincial Minister and, unless expressly indicated otherwise his or her delegate, having responsibility, from time to time, for the exercise of powers in relation to the matter in question;

“Minor” means an individual who has not reached the age of eighteen years;

“National Marine Conservation Area” includes a national marine conservation area reserve and means lands and water areas named and described in the Schedules to the *Canada National Marine Conservation Areas Act* and administered under Federal Law;

“National Park” includes a national park reserve and means the lands and waters named and described in the schedules to the *Canada National Parks Act*, S.C. 2000, c. 32, and administered under Federal Law and for the purposes of this agreement includes the Rideau Canal National Historic Site of Canada;

“National Wildlife Area” means a National Wildlife Area as defined under Federal Law;

“Natural Heritage Education Plan” means a plan that addresses natural heritage education in a Protected Area, and may include approaches to education, financial and staffing resources, resource inventories and available research material;

“Navigable Waters” means navigable waters as defined by Federal Law or Provincial Law;

“Ontario” means, unless the context otherwise requires, Her Majesty the Queen in right of Ontario;

“*Ontario Heritage Act*” means the *Ontario Heritage Act*, R.S.O. 1990, c. O.18;

“Parties” means the Algonquins, Canada and Ontario and, where the context requires, means any two of them, and “Party” means any one of them;

“Parties to the Protest” means, in relation to a protest under Chapter 15, the Applicant or person whose name on the Voter’s List is protested, the person making a protest and any person whose right to be on the Final Voter’s List could be affected by the protest;

“Person” includes an individual, an entity with legal personality, or an entity that has or is capable of having legal rights and interests, or is capable of suing or being sued;

“Plants” means plant life in a wild state, including fungi and algae, but excludes Trees;

“Preliminary Voters List” means the Preliminary Voters List described under 15.5 or 16.6 as appropriate;

“Protected Area” means a Provincial Park or Conservation Reserve as established from time to time pursuant to the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“Protected Area Management Direction” means a Management Statement and other written guidance directing the management of a Protected Area prepared by Ontario or Canada, as appropriate, in Consultation with the Algonquins, pursuant to Provincial or Federal Law;

“Protected Area Manager” means the official who is responsible for developing and recommending to the Ministry of Natural Resources a Protected Area Management Plan, Management Statement, Secondary Plan, Natural Heritage Education Program, and any other strategic plan for a Protected Area;

“Provincial Crown Land” means lands, including lands covered by water, administered and controlled or owned by Ontario;

“Provincial Law” means any Act of the Legislative Assembly of Ontario regulations, municipal by-laws, orders-in-council and the Common Law but does not include the Provincial Implementation Legislation;

“Provincial Park” is a provincial park established from time to time pursuant to the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“Public Road” means any provincial or municipal road, including road allowances and shoreline road allowances, and any other road over which the public has a right to travel;

“Public Utility” includes a supplier of any of the following services or benefits to the public:

- (a) water;
- (b) sewage;
- (c) fuel, including natural and artificial gas;
- (d) energy, including electricity;
- (e) heating and cooling; or
- (f) telecommunications;

“Ratification Committee” means the committee established by 15.3.1;

“Ratification Process” means the process set out in Appendix 15.2;

“Ratification Process Appendix” means Appendix 15.2;

“Ratification Vote” means a referendum by Algonquin voters to formally approve or reject either the Agreement-in-Principle in accordance with Chapter 15 or the Final Agreement in accordance with Chapter 16;

“Review Committee” means the Review Committee established pursuant to 15.7;

“Road Access Act” means the *Road Access Act*, R.S.O. 1990, c. R.34;

“Secondary Plan” means a plan that is secondary to a Protected Area Management Plan or Statement, where the approved Management Plan or Management Statement does not provide sufficient policy direction to address certain topics of a complex nature, but does not include a Forest Management Plan;

“Section 35 Rights” means existing Aboriginal and treaty rights recognized and affirmed by section 35 of the *Constitution Act, 1982*;

“Settlement Area” means the area depicted in the map attached as Schedule 1.1;

“Settlement Lands” means the lands to be transferred in fee simple to one or more Algonquin Institutions pursuant to the Final Agreement as set out in Schedule 5.1A, subject to potential modifications contemplated in Chapter 5, and as contemplated in 5.1.2;

“Signing Date” means the date on which the Final Agreement is signed by the Parties in accordance with the terms of the Final Agreement;

“Species at Risk” means species at risk as defined from time to time under Federal or Provincial Law;

“Specified Algonquin Lands” means the Settlement Lands identified in Schedule 12.2;

“Specific Claims Policy” means Canada’s Specific Claims Policy as it exists from time to time;

“Surplus Real Property Initiative” means the initiative that provides the Department of Indian Affairs and Northern Development priority access to surplus federal real property for use in the settlement of comprehensive land claims under the Treasury Board Directives for Surplus Real Property;

“Sustainable Forest License” or “SFL” means a Sustainable Forest License within the meaning of the *Crown Forest Sustainability Act*, S.O. 1994, c. 25 or any successor license under Provincial Law that may replace or supersede an SFL;

“Third Party” means an individual or entity that is not an Algonquin Institution or a Party to the Final Agreement that has rights, title or other legal interests addressed in the Final Agreement;

“Total Allowable Harvest” means that amount of a resource that can be Harvested as determined pursuant to 8.7;

“Trade and Barter” means exchange but does not include sale;

“Trapping Harmonization Agreement” means an agreement negotiated between the Algonquins and Ontario under 8.4.2;

“Tree” means a species of woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Settlement Area and normally grows to at least fifteen feet (4.572 metres) in height when mature;

“Wildlife” means:

- (a) all vertebrate and invertebrate animals, including mammals, birds, reptiles and amphibians; and
- (b) the eggs, juvenile stages, and adult stages of all vertebrates and invertebrate animals;

but does not include Fish or Migratory Birds.

**SCHEDULE 1.1**

**[Algonquins of Ontario Land Claim Settlement Area: see attached Map “A”]**



## **CHAPTER 2 GENERAL PROVISIONS**

### **2.1 STATUS OF AGREEMENT-IN-PRINCIPLE**

**2.1.1** This Agreement-in-Principle does not create legal obligations binding on the Parties.

**2.1.2** This Agreement-in-Principle shall form the basis for negotiating the Final Agreement.

### **2.2 STATUS AND EFFECT OF THE FINAL AGREEMENT**

**2.2.1** The Final Agreement, once ratified by the Parties in accordance with its ratification provisions:

- (a) will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- (b) will be legally binding; and
- (c) will not affect the constitutional division of powers between Canada and Ontario.

**2.2.2** Nothing in the Final Agreement shall be construed so as to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any Aboriginal peoples other than the Algonquins.

**2.2.3** Settlement Lands will not be “Lands reserved for the Indians” within the meaning of section 91.24 of the *Constitution Act, 1867*, nor lands set apart for the use and benefit of a Band within the meaning of the *Indian Act*.

**2.2.4** The Final Agreement will not affect the rights of the Algonquins as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time.

**2.2.5** The Final Agreement will not affect the entitlement of any person to be registered as an Indian pursuant to the *Indian Act*.

### **2.3 CERTAINTY**

**2.3.1** The Final Agreement will constitute the full and final settlement in respect of Aboriginal rights of the Algonquins, including Aboriginal title, relating to lands and natural resources in Canada, except in the province of Quebec, and in respect of other matters specifically addressed in the Final Agreement.

- 2.3.2** The Final Agreement will exhaustively set out the Section 35 Rights of the Algonquins, including Aboriginal title, relating to lands and natural resources in Canada, except in the province of Quebec, and in respect of other matters specifically addressed in the Final Agreement, their attributes, the geographic extent of those rights, and the limitations to those rights to which the Parties have agreed. Those rights are:
- (a) the Aboriginal rights as described in 2.3.3, including Aboriginal title as described in 2.3.4;
  - (b) any jurisdictions, authorities and rights that may be negotiated pursuant to Chapter 11; and
  - (c) any other rights that the Parties may agree to in the Final Agreement.
- 2.3.3** Despite the Common Law, as a result of the Final Agreement and the Implementation Legislation, the Aboriginal rights of the Algonquins relating to lands and natural resources, including Aboriginal title, and in respect of other matters specifically addressed in the Final Agreement, in Canada, except in the province of Quebec, as they existed before the Effective Date, including their attributes and geographic extent, will be modified, and will continue as modified, as set out in the Final Agreement.
- 2.3.4** For greater certainty, any Aboriginal title of the Algonquins that may have existed in Canada, except in the province of Quebec, before the Effective Date, including its attributes and geographic extent, will be modified, and will continue as modified, as the estates in fee simple to the Settlement Lands.
- 2.3.5** The purpose of the modification contemplated in 2.3.3 and 2.3.4 is to ensure that as of the Effective Date:
- (a) the Algonquins will have, and will be able to exercise, the Section 35 Rights set out in the Final Agreement, including their attributes, geographic extent and the limitations to those rights to which the Parties have agreed;
  - (b) Canada, Ontario and all other Persons will be able to exercise their rights, authorities, jurisdictions and privileges in a manner that is consistent with the Final Agreement; and

- (c) Canada, Ontario and all other Persons will not have any obligations in respect of any Aboriginal rights of the Algonquins that are addressed in 2.3.3 and 2.3.4, to the extent that those rights, including Aboriginal title, might be in any way other than, or different in attributes or geographic extent from, the Section 35 Rights of the Algonquins set out in the Final Agreement.

**2.3.6** For greater certainty, any Aboriginal rights relating to lands and natural resources, including Aboriginal title, that the Algonquins may have in Canada, except in the Province of Quebec, will not be extinguished, but will be modified and continue as modified as set out in the Final Agreement.

## **2.4 RELEASE**

**2.4.1** The Final Agreement will provide that the Algonquins release Canada, Ontario and all other Persons for all claims, demands, actions or proceedings of whatever kind, whether known or unknown, that the Algonquins ever had, now have or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any or all Section 35 Rights of the Algonquins in relation to lands and natural resources in Canada, other than the province of Quebec, and any other matter that may be specifically addressed in the Final Agreement.

**2.4.2** For greater certainty, 2.4.1 applies to any act or omission before the Effective Date by Canada or Ontario in relation to a duty to consult and accommodate with respect to the rights described in 2.4.1 or any assertion of such rights.

## **2.5 INDEMNITY**

**2.5.1** The Final Agreement will provide that the Algonquins indemnify and save harmless Canada or Ontario, as the case may be, from any and all damages, losses, liabilities, or costs, excluding fees and disbursements of solicitors and other professional advisors, that Canada or Ontario, respectively, may suffer or incur in connection with or as a result of any claims, demands, actions, or proceedings initiated or made before or after the Effective Date relating to or arising from:

- (a) the existence of an Aboriginal right referred to in 2.4.1 that existed prior to the Effective Date and is determined to be other than, or different in attributes or geographical extent from, the rights of the Algonquins set out in the Final Agreement;

- (b) any act or omission by Canada or Ontario, before the Effective Date, that may have affected, interfered with or infringed an Aboriginal right referred to in 2.4.1; or
- (c) for greater certainty, any act or omission by Canada or Ontario, before the Effective Date, in relation to a duty to consult and accommodate with respect to the rights described in 2.4.1 or any assertion of such rights.

**2.5.2** The Final Agreement will provide that Canada or Ontario, as the case may be, will provide notice to the Algonquins of, and will vigorously defend, any or all claims, demands, actions or proceedings referred to in 2.5.1 and will not compromise or settle any or all such claims, demands, actions or proceedings without the consent of the Algonquins, which consent shall not be unreasonably withheld.

**2.5.3** For greater certainty, the right of a Party to be indemnified under the provisions of the Final Agreement giving effect to 2.5.1 will not extend to any or all claims, demands, actions or proceedings that relate to or arise from its failure to carry out its obligations under the Final Agreement.

## **2.6 SPECIFIC CLAIMS**

**2.6.1** For greater certainty, nothing in the Final Agreement will affect the right of the Algonquins of Pikwàkanagàn First Nation to bring an action in court or file a claim under the Specific Claims Policy arising from any act or omission of Canada in relation to the administration of Pikwàkanagàn Indian Reserve No. 163 or Indian moneys or other assets of the First Nation under the *Indian Act*.

## **2.7 CONSULTATION AND ACCOMMODATION**

**2.7.1** The Final Agreement shall:

- (a) contain a comprehensive regime relating to Consultation and Accommodation in respect of matters not already addressed in this Agreement-in-Principle that sets out the rights and duties of the Parties addressing such matters as the trigger, nature, scope and processes;
- (b) identify those subject-matters with respect to which the Parties have agreed there shall be no duties or rights respecting Consultation and Accommodation; and
- (c) set out how to interpret the Final Agreement where it is silent regarding Consultation and Accommodation.

**2.7.2** For greater certainty, the Final Agreement will provide that Canada and Ontario may continue to authorize uses of, grant an interest in, or otherwise dispose of Federal and Provincial Crown Lands, respectively, including natural resources, waters, and Protected Areas, subject to the regime relating to Consultation and Accommodation referred to in 2.7.1.

**2.7.3** The Mineral Exploration and Development Protocol Agreement between the Ministry of Northern Development, Mines and Forestry and the Algonquins of Ontario dated September 14, 2011 will continue to apply until the Effective Date unless it is terminated or amended pursuant to its terms.

## **2.8 ACCESS TO PROGRAMS AND SERVICES**

**2.8.1** Subject to any provisions in the Final Agreement regarding self-government, nothing in the Final Agreement will affect the ability of the Algonquins, Algonquin Institutions, and Beneficiaries to participate in or benefit from provincial or federal programs of general application or federal programs for any or all Aboriginal peoples. Participation in or benefits from those programs shall be determined by criteria for those programs established from time to time.

## **2.9 INTERPRETATION**

**2.9.1** The Final Agreement will be the entire agreement among the Parties with respect to its subject matters and the Final Agreement will confirm that there is no representation, warranty, collateral agreement or condition affecting the Final Agreement except as expressed in it.

**2.9.2** There will be English and French versions of the Final Agreement, which shall be signed by the Parties. The English and French versions will be equally authoritative.

**2.9.3** The Final Agreement will be interpreted in accordance with the *Interpretation Act*, R.S.C., 1985, c. I-21 and the laws of Ontario.

**2.9.4** The citation of legislation in this Agreement and the Final Agreement refers to legislation, and regulations made thereunder, currently in effect and as amended from time to time and any successor legislation or regulations:

- (a) except as otherwise provided; and
- (b) for greater certainty, reference to the *Constitution Act, 1982* includes the 1983 amendments and any later amendments.

- 2.9.5** Unless a provision expressly provides otherwise, a reference to a Department, Ministry, Minister or official also refers to any delegate or successor with relevant responsibilities.
- 2.9.6** All headings in this Agreement-in-Principle or the Final Agreement are for convenience of reference only and will form no part of this Agreement-in-Principle or Final Agreement.
- 2.9.7** Defined terms are capitalized and other parts of speech and tenses of defined terms have a corresponding meaning.
- 2.9.8** The schedules and appendices form part of this Agreement-in-Principle.
- 2.10** **AMENDMENT**
- 2.10.1** Except where otherwise expressly permitted in the Final Agreement, the Final Agreement may only be amended with the consent of the Parties pursuant to the amendment provisions of the Final Agreement and as evidenced by:
- (a) in respect of Canada, an order of the Governor-in-Council;
  - (b) in respect of Ontario, an order of the Lieutenant Governor-in-Council; and
  - (c) in respect of the Algonquins, as set out in the Final Agreement.
- 2.10.2** The Final Agreement will provide that, following the Effective Date, Canada and the Algonquins, or Ontario and the Algonquins, as appropriate, may make adjustments to the boundaries of Settlement Lands, as evidenced by:
- (a) in respect of Canada, by letter signed by the Deputy Minister of the Department of Indian Affairs and Northern Development;
  - (b) in respect of Ontario, by letter signed by the Deputy Minister of the Ontario Ministry of Natural Resources; and
  - (c) in respect of the Algonquins, as set out in the Final Agreement.
- 2.10.3** The Parties may by written agreement extend or abridge any time period in the Final Agreement.

**2.11 IMPLEMENTATION LEGISLATION**

**2.11.1** The Final Agreement will provide that Canada and Ontario will recommend to Parliament and the Legislative Assembly of Ontario, respectively, Implementation Legislation to approve, declare valid, give effect and give the force of law to the Final Agreement.

**2.11.2** The Final Agreement will provide that each of Canada and Ontario shall Consult with the Algonquins in preparing its Implementation Legislation.

**2.12 RELATIONSHIP OF LAWS**

**2.12.1** Canada will recommend to Parliament that the Federal Implementation Legislation provide:

- (a) that where there is an inconsistency or conflict between the Final Agreement and the Federal Implementation Legislation, the Final Agreement shall prevail to the extent of the inconsistency or conflict; and
- (b) that where there is an inconsistency or conflict between the Federal Implementation Legislation and any other Federal Law, the Federal Implementation Legislation shall prevail to the extent of the inconsistency or conflict.

**2.12.2** Ontario will recommend to the Ontario Legislature that the Provincial Implementation Legislation provide:

- (a) that where there is an inconsistency or conflict between the Ontario Implementation Legislation and the Final Agreement, the Final Agreement shall prevail to the extent of the inconsistency or conflict; and
- (b) that where there is an inconsistency or conflict between the Ontario Implementation Legislation and any other Ontario Law, the Ontario Implementation Legislation shall prevail to the extent of the inconsistency or conflict.

**2.12.3** Federal Laws and Ontario Laws shall apply to Algonquins and Settlement Lands, subject to the provisions of the Final Agreement.

**2.13 ENVIRONMENTAL ASSESSMENT**

**2.13.1** Ontario's environmental assessment requirements related to this Agreement-in-Principle or the Final Agreement shall be fulfilled in accordance with the Algonquin Declaration Order.

**2.14 DISCLOSURE OF INFORMATION**

**2.14.1** Notwithstanding any other provision of the Final Agreement, Canada and Ontario shall not be required to disclose any information that they are required or entitled to withhold under any law. Where Canada or Ontario has discretion to disclose any information, it shall take into account the Final Agreement in exercising that discretion.

**2.15 JURISDICTION**

**2.15.1** The Final Agreement will provide that the Superior Court of Justice of Ontario shall have jurisdiction in respect of any action or proceeding arising out of the Final Agreement or the Implementation Legislation.

**2.16 LIMITATION ON CHALLENGES**

**2.16.1** The Final Agreement will provide that no Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.

**2.16.2** The Final Agreement will provide that no Party will have a claim or cause of action based on a finding that any provision of the Final Agreement is invalid.

**2.16.3** If a court of competent jurisdiction finally determines any provision of the Final Agreement to be invalid or unenforceable:

- (a) the Parties will make best efforts to negotiate an amendment to the Final Agreement to remedy or replace the provision; and
- (b) the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intention of the Parties.

**2.17 REPRESENTATION AND WARRANTY**

**2.17.1** The Final Agreement will provide that the Algonquins represent and warrant to Canada and Ontario that they represent the persons identified as entitled to be Beneficiaries in 3.1 who may have rights under section 35 of the *Constitution Act, 1982* in relation to lands and natural resources in Canada except in the province of Quebec, and in respect of other matters that may be specifically addressed in the Final Agreement.

**2.17.2** The Algonquins represent and warrant to Canada and Ontario that the Algonquin Negotiation Representatives have the authority to sign this Agreement-in-Principle and to negotiate a Final Agreement with Canada and Ontario, which will be subject to ratification by the Algonquins.



**2.18 COMMUNICATIONS**

**2.18.1** In 2.18 and 2.19, “communication” includes any written communication between or among the Parties under this Agreement-in-Principle and the Final Agreement, including a notice, document, request, authorization or consent.

**2.18.2** The Final Agreement will provide that communications between the Algonquins and Canada shall be in one of Canada’s official languages; and communications between the Algonquins and Ontario shall be in English.

**2.19 NOTICE**

**2.19.1** Unless otherwise set out in this Agreement-in-Principle and the Final Agreement, a communication among the Parties must be:

- (a) delivered personally or by courier;
- (b) transmitted electronically;
- (c) transmitted by facsimile; or
- (d) mailed by prepaid registered post in Canada.

**2.19.2** A communication shall be considered to have been given, made or delivered, and received:

- (a) if delivered personally or by a courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- (b) if transmitted electronically or by facsimile and the sender receives confirmation of delivery of the transmission, at the start of business on the business day following the day on which it was transmitted; or
- (c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

**2.19.3** The Parties may agree to give, make or deliver a communication by means other than those provided in 2.19.1.

**2.19.4** Each Party will provide to the other Party addresses for delivery of communications under this Agreement and, subject to 2.19.6, will deliver any communication to the address provided by the other Party.

**2.19.5** A Party may change its postal or email address or facsimile number by giving notice of the change to the other Party.

**2.19.6** If no other address for delivery of a particular communication has been provided by a Party, a communication may be mailed to the intended recipient as set out below:

For: Canada  
Attention: Minister of Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, Quebec  
K1A 0H4

For: Algonquins  
Attention: [as set out in the Final Agreement]

For: Ontario  
Attention: Minister of Aboriginal Affairs  
160 Bloor St East  
4<sup>th</sup> Floor  
Toronto, ON M7A 2E3

## **CHAPTER 3 ELIGIBILITY AND ENROLMENT**

### **3.1 ELIGIBILITY**

**3.1.1** An individual is entitled to be enrolled as a Beneficiary under the Final Agreement if that individual is a Canadian citizen and:

- (a) declares himself or herself Algonquin and can demonstrate:
  - i Direct Lineal Descent from an Algonquin Ancestor; and
  - ii that the applicant or an individual in the line of Direct Lineal Descent between the applicant and an Algonquin Ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June 15, 1991; and
  - iii a present-day Cultural or Social Connection with an Algonquin Collective; or
- (b) the name of the applicant appears on the membership list maintained by the Algonquins of Pikwàkanagàn First Nation in accordance with their membership code pursuant to section 10 of the *Indian Act*.

**3.1.2** Notwithstanding that an individual is not eligible to be enrolled as a Beneficiary by virtue of 3.1.1, the Final Agreement may provide that such an individual be eligible to be enrolled pursuant to a process of community acceptance following the Effective Date.

**3.1.3** The rights of any Beneficiaries enrolled pursuant to 3.1.2 may be determined by the community acceptance process referred to in that section or the Final Agreement.

**3.1.4** The Algonquins shall bear the sole responsibility, including the cost, for the acceptance of individuals for enrolment pursuant to 3.1.2.

**3.1.5** Eligibility is personal; it cannot be transferred or assigned.

### **3.2 EXCLUSIONS**

**3.2.1** Notwithstanding anything in 3.1, an individual who would otherwise be eligible to be enrolled as a Beneficiary will not be eligible if that individual:

- (a) self-identifies as a member of another Aboriginal group which asserts Aboriginal or treaty rights within the Settlement Area; or
- (b) is a member of another Aboriginal group that is party to a comprehensive land claims agreement or treaty.

**3.2.2** Where an individual ceases to be enrolled pursuant to another comprehensive land claims agreement or waives entitlement to Aboriginal or treaty rights other than those described in or recognized by the Final Agreement, 3.2.1 shall not apply.

### **3.3 ENROLMENT BOARD**

**3.3.1** The Final Agreement will provide that, immediately following the Effective Date, an Enrolment Board shall be established to carry out the functions described in this Chapter.

**3.3.2** The Enrolment Board shall consist of five (5) members appointed by the Algonquins of Ontario.

**3.3.3** The first appointments made to the Enrolment Board shall be made after consultation with Canada and Ontario.

### **3.4 ENROLMENT RESPONSIBILITIES**

**3.4.1** The Enrolment Board shall, after the Effective Date:

- (a) enrol any individual who is eligible pursuant to 3.1.1, and is not excluded under 3.2.1:
  - i who is not a Minor and who applies to the Enrolment Board to be enrolled; or
  - ii who is a Minor and for whom the Enrolment Board receives an application for enrolment by that person's parent or guardian;
- (b) establish and maintain a registry of the Beneficiaries;
- (c) maintain a record of those persons whose applications for enrolment were rejected;
- (d) make the registry of the Beneficiaries public;
- (e) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;
- (f) notify each applicant whose name has not been entered in the registry of the Beneficiaries of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment; and
- (g) prepare and provide proof of enrolment under the Final Agreement to each enrolled person.

- 3.4.2** The Enrolment Board shall remove from the registry of the Beneficiaries the name of any person:
- (a) who is not a Minor and who notifies the Enrolment Board in writing that the person's name is to be removed from the registry; or
  - (b) who is a Minor and whose parent or guardian notifies the Enrolment Board in writing that that Minor's name is to be removed from the registry.

**3.5 APPEALS**

- 3.5.1** The Final Agreement will establish the grounds and rules for appeals respecting enrolments after the Effective Date, will provide the standards of review applicable for such appeals and will identify the Court where the appeal can be heard.

**3.6 COSTS**

- 3.6.1** Ontario and Canada shall pay the reasonable costs incurred by the Enrolment Board for the Initial Enrolment Period.

## **CHAPTER 4 CLAIMS INSTITUTIONS**

- 4.1** The Final Agreement will identify the Algonquin Institutions that will receive and manage Settlement Lands, the Capital Transfer and other assets, discharge responsibilities and exercise powers on behalf of the Algonquins under the Final Agreement.
- 4.2** The process leading up to the Final Agreement will include a process whereby the Algonquins approve the structures, mandates and powers of the initial Algonquin Institutions.
- 4.3** The structure and management of an Algonquin Institution shall be consistent with the following principles:
- (a) equitable treatment of Beneficiaries and access to benefits;
  - (b) transparency to Beneficiaries;
  - (c) accountability to Beneficiaries;
  - (d) governance rights of Beneficiaries relating to Algonquin Institutions;  
and
  - (e) any other principles set out in the Final Agreement.
- 4.4** For greater certainty, Algonquin Institutions may be structured so as to create programs and services or to manage Settlement Lands, Capital Transfers or other assets in a manner that benefits certain Beneficiaries or groups of Beneficiaries according to eligibility criteria such as, but not limited to, age, place of residence, community or regional affiliation or need.
- 4.5** The Algonquins may restructure, terminate and create new Algonquin Institutions after the Effective Date.
- 4.6** The Algonquins will maintain a public register of such institutions.
- 4.7** Ontario and Canada shall not be liable for the failure of any Algonquin Institution to comply with the principles governing those institutions set out in the Final Agreement.

## **CHAPTER 5 LANDS**

### **5.1 ALGONQUIN SETTLEMENT LANDS**

- 5.1.1** The Final Agreement will provide that Ontario will transfer the parcels identified on the Descriptive Plans in Schedule 5.1A, being not less than one hundred and seventeen thousand, five hundred (117,500) acres, as Settlement Lands to an Algonquin Institution following the Effective Date in accordance with the Implementation Plan agreed to by the Parties pursuant to Chapter 14.
- 5.1.2** The Final Agreement may identify parcels of Federal Crown Land that may be transferred to an Algonquin Institution as Settlement Lands in accordance with the Implementation Plan agreed to by the Parties pursuant to Chapter 14 provided that:
- (a) Federal Crown Lands become available;
  - (b) the Algonquins express an interest in those available lands; and
  - (c) the Department of Indian Affairs and Northern Development acquires those lands in accordance with the Surplus Real Property Initiative.
- 5.1.3** Subject to the exceptions set out in the Final Agreement, the Settlement Lands identified in 5.1.1 and 5.1.2 will be transferred in fee simple absolute and will include all surface and subsurface rights including, without limitation, all Minerals on, under or within those lands.
- 5.1.4** Prior to the Final Agreement, the Parties may agree to modifications with respect to the Settlement Lands described in Schedules 5.1A, provided that the land quantum to be provided by Ontario identified in 5.1.1 remains not less than one hundred and seventeen thousand, five hundred (117,500) acres.
- 5.1.5** Title to Settlement Lands will vest on the Date of Transfer.
- 5.1.6** Ontario and the Algonquins have identified certain lands identified in the Schedule 5.1A(i) for which Ontario Power Generation holds water power leases. Prior to the Final Agreement Ontario will endeavour to negotiate a partial surrender of those leases by Ontario Power Generation on terms that are acceptable to the Parties and to include the lands identified in Schedule 5.1A(i) as Settlement Lands to be transferred to an Algonquin Institution in accordance with the Implementation Plan.

- 5.1.7** Ontario and the Algonquins have identified certain lands identified on the Descriptive Plans in Schedule 5.1A(ii) that are County forests and require the County of Renfrew's approval to transfer. Prior to the Final Agreement, Ontario will seek the County of Renfrew's approval to transfer the lands, following which, and prior to the Final Agreement, Ontario, the County of Renfrew and the Algonquins will negotiate the terms of any such transfer.
- 5.1.8** Except where a survey is required to determine navigability, the Final Agreement will specify which beds of waters will be part of the Settlement Lands in accordance with the following principles:
- (a) Ontario and Canada will retain the beds of Navigable Waters; and
  - (b) the beds of non-Navigable Waters that are wholly within the Settlement Lands will be transferred to an Algonquin Institution.
- 5.1.9** For greater certainty, the area of any beds that are transferred to an Algonquin Institution as Settlement Lands will be included in the total land quantum as described in 5.1.1.
- 5.1.10** As a general principle, Ontario will not transfer Public Roads.
- 5.1.11** Where indicated on Descriptive Plans in Schedule 5.1A, Ontario will close and transfer portions of unopened road allowances including unopened, un-submerged shore road allowances in the Settlement Area that are within its administration and control.
- 5.1.12** For greater certainty, Ontario will not transfer any road allowances that are owned by a municipality.
- 5.1.13** Where indicated on Descriptive Plans in Schedule 5.1A, Ontario will close such unopened road allowances, including unopened, un-submerged shore road allowances that are within those Protected Areas that will be de-regulated and transferred to an Algonquin Institution, and transfer those road allowances.
- 5.1.14** Prior to the Final Agreement, where indicated on Descriptive Plans in Schedule 5.1A, the Parties will discuss with appropriate municipalities the possibility of closing and transferring to an Algonquin Institution municipally-owned unopened road allowances including unopened, un-submerged shore road allowances.



**5.1.15** Where a parcel of Settlement Lands is adjacent to a body of water, Ontario will release the shoreline reserve unless there is an incompatible Third Party right or interest, such as flooding rights that require a shoreline reserve, a municipally-owned shore road allowance that the municipality wishes to retain, or a shore road allowance administered and controlled by Ontario that Ontario wishes to retain.

**5.2 THIRD PARTY INTERESTS IN SETTLEMENT LANDS**

**5.2.1** Settlement Lands will be subject to the rights or legal interests of Third Parties in the lands existing at the time of transfer, or created or modified pursuant to the Final Agreement.

**5.2.2** For greater certainty, the following legal interests on Settlement Lands existing at the time of transfer will continue on those lands after transfer to an Algonquin Institution in accordance with the following principles:

- (a) mining leases and mining claims will continue in accordance with their terms;
- (b) aggregate permits will continue as aggregate licenses to be issued by Ontario for the same volume of aggregate material as set out in the permit, provided that the Algonquins and the aggregate permit holders negotiate a lease for the use of the lands;
- (c) the Algonquins will negotiate agreements for hunt camps with those holding Land Use Permits for hunt camps;
- (d) Land Use Permits for Public Utilities will continue as easements;
- (e) Licenses of Occupation for flooding will continue as reservations in the patent of rights to flood to the same contours as are set out in Licenses;
- (f) the Algonquins will negotiate agreements with trapline holders, who will continue to be licensed by Ontario, providing for continued trapping on Settlement Lands; and
- (g) the rights and interests granted by other Land Use Permits and Licenses of Occupation will continue through agreements negotiated by the Algonquins and the Third Parties on a case-by-case basis.

**5.2.3** Prior to the Final Agreement, Ontario will facilitate the negotiation of the terms and conditions, including the duration, of the leases and agreements contemplated in 5.2.2.

- 5.2.4** Prior to the Final Agreement, the Algonquins and Ontario will negotiate transitional arrangements with licensees of baitfish harvest areas and bear management areas on Settlement Lands.
- 5.2.5** Third Parties holding rights, title or other legal interests as described in 5.2.1 to 5.2.4 will continue to have or will be provided with such right of access to or across such portions of the Settlement Lands or waters overlying such lands, as is reasonably necessary for the exercise or enjoyment of that right, title or other legal interest.
- 5.2.6** After the Effective Date, and until lands are transferred to an Algonquin Institution, Ontario will hold in trust for the Algonquins any revenues identified in the Final Agreement that are paid to Ontario by Third Parties with respect to their interests in Crown Lands that will be transferred to an Algonquin Institution as Settlement Lands.
- 5.2.7** After the transfer of the relevant Settlement Lands, Ontario will transfer the amounts held in trust in accordance with 5.2.6, along with the interest accruing on the revenues from the Effective Date, at a rate identified in the Final Agreement.

#### **Forest Operations on Settlement Lands**

- 5.2.8** Settlement Lands subject to a Sustainable Forest License shall be transferred to an Algonquin Institution after the expiry of Forest Management Plans existing as of the date of this Agreement-in-Principle, provided that if there are any proposed amendments to Forest Management Plans that could adversely affect prospective Algonquin interests in those Settlement Lands prior to transfer, Ontario will Consult the Algonquins.
- 5.2.9** The Algonquins will negotiate transitional plans with Ontario and the holders of Sustainable Forest Licenses, forest resource licenses and supply agreements applying to Settlement Lands prior to their transfer, which will ensure these license holders' access to Forest Resources on the Settlement Lands during a transition period.

#### **Public Utilities**

- 5.2.10** After the Effective Date, and until the relevant Settlement Lands are transferred to an Algonquin Institution, Ontario or Canada, as appropriate, will hold in trust for the Algonquins any revenues identified in the Final Agreement that are paid by Public Utilities to Ontario or Canada for the use of and access to those Lands.

**5.2.11** After the transfer of the relevant Settlement Lands, Ontario or Canada, as appropriate, will transfer the revenues held in trust in accordance with 5.2.10, along with the interest accruing on the revenues from the Effective Date, at a rate identified in the Final Agreement.

**5.2.12** Public Utilities that have an existing right of access to and use of any Settlement Lands at the date of transfer will, after that date, pay to the Algonquins any revenues identified in the Final Agreement that were previously paid to Ontario or Canada in relation to that right, unless the Parties otherwise agree.

**5.2.13** Notwithstanding the initial rates paid on the Date of Transfer the monies paid to the Algonquins for existing rights of access and use pursuant to 5.2.12 will be based on rates established from time to time by the Crown in its sole discretion for Public Utility access to and use of Crown Lands in the Settlement Area, unless the Parties otherwise agree.

#### **Identification of Third Party Rights**

**5.2.14** The Third Party rights, title or legal interests in the proposed Settlement Lands known at the time of this Agreement-in-Principle are identified on the Descriptive Plans in Schedule 5.1A.

#### **Public Access to Protected Areas**

**5.2.15** The Final Agreement will identify lands required to maintain public access across Settlement Lands to Protected Areas and the method and legal means by which that access will be maintained.

### **5.3 ALGONQUIN INTERESTS IN CROWN LANDS**

**5.3.1** Ontario will grant easements or other rights of access to the Algonquins over particular parcels of Crown Land as described on the Descriptive Plans in Schedule 5.3A for access from Settlement Lands to other areas.

**5.3.2** Ontario will grant to the Algonquins rights of first refusal for parcels identified in Schedules 5.3B and 5.3C, subject to the terms and conditions specified in each Schedule and in agreements to be negotiated.

#### **Agreements for Special Protections on Crown Lands**

**5.3.3** Prior to the Final Agreement, Ontario and the Algonquins will negotiate Area of Algonquin Interest Agreements providing special protections for parcels of Crown Land which are of cultural or historic importance to the Algonquins and which are identified as Areas of Algonquin Interest on the Descriptive Plans in Schedule 5.3D.

- 5.3.4** The Area of Algonquin Interest Agreements will be consistent with the principles set out in Schedule 5.3E.
- 5.3.5** If Ontario and the Algonquins cannot finalize an Area of Algonquin Interest Agreement for any particular parcel set out in Schedule 5.3D prior to the Final Agreement, the lands will continue to be governed by Provincial Laws and the principles set out in Schedule 5.3E will not apply.
- 5.3.6** Any Area of Algonquin Interest Agreement entered into between Ontario and the Algonquins will come into force on the Effective Date and thereafter will be recognized in Crown Land use planning designations and identified in the Crown Land Use Planning Atlas.
- 5.3.7** Each Area of Algonquin Interest Agreement will set out the process by which it may be amended.

#### **5.4 BOUNDARIES, SURVEYS AND DESCRIPTIONS**

- 5.4.1** The Crown shall survey, in accordance with applicable surveying standards and pursuant to the schedule set out in the Implementation Plan:
- (a) the boundaries of Settlement Lands and any easements to and across Settlement Lands; and
  - (b) the boundaries of any Crown or Third Party rights or legal interests that the Parties agree require surveying.
- 5.4.2** Where a Descriptive Plan appended to the Final Agreement contains an error or omission, the survey of the relevant Settlement Lands shall rectify the error or omission and will supersede the Descriptive Plan.
- 5.4.3** The Settlement Lands will be surveyed, where practicable, by reference to natural or other existing boundaries, such as the boundaries of lakes or rivers and existing municipal boundaries, lot lines and rights-of-way.
- 5.4.4** Ontario and Canada shall be responsible for the cost of the surveys conducted pursuant to 5.4.1.
- 5.4.5** Neither Ontario nor Canada shall be responsible for the costs of any surveys of Settlement Lands, other than those identified in 5.4.1 after transfer of those lands to an Algonquin Institution.

#### **5.5 ENVIRONMENTAL ASSESSMENT**

- 5.5.1** The proposed transfer of Settlement Lands referred to in 5.1.1 will be subject to the environmental assessment process under the Algonquin Declaration Order referred to in 2.12.

**5.5.2** The proposed transfer of Settlement Lands referred to in 5.1.2 will be subject to environmental assessment in accordance with Federal Law.

**5.5.3** The Parties will determine the role of the Algonquins in the environmental assessment processes in 5.5.1 and 5.5.2.

**5.6 CONTAMINATED SITES**

**5.6.1** Unless otherwise agreed, Ontario and Canada will not transfer any lands that are determined to be contaminated beyond a standard acceptable to the Parties after completing the environmental assessment processes described in 5.5.1 and 5.5.2.

**5.6.2** Notwithstanding 5.6.1, and provided the Parties negotiate appropriate releases and indemnities in relation to any contamination and/or remediation, lands that are determined to be contaminated beyond a standard acceptable to the Parties may be transferred to an Algonquin Institution:

- (a) if the Parties agree to a remediation plan with respect to any particular contaminated parcel prior to the Final Agreement; or
- (b) if the Algonquins accept the transfer of a parcel known to be contaminated.

**5.6.3** Ontario or Canada, as applicable, shall be responsible for the costs associated with any remediation pursuant to 5.6.2(a) on Settlement Lands. This provision shall not prevent Ontario or Canada, as applicable, from recovering any costs associated with the remediation from a person who has caused the contamination or is otherwise liable for these costs.

**5.6.4** The Final Agreement will address the obligations of the Parties should Settlement Lands be determined to be contaminated beyond a standard acceptable to the Parties after the Date of Transfer.

**5.7 LAND USE PLANNING**

**5.7.1** Provincial, municipal and planning board land use planning jurisdiction, as geographically applicable, will apply to the Settlement Lands except as otherwise provided in the Final Agreement.

**5.7.2** Notwithstanding 5.7.1, the Final Agreement will provide a process by which each parcel of Settlement Land located within a municipality will have an official plan designation and zoning, as agreed by the Parties after consultation with municipalities, to come into effect upon transfer to an Algonquin Institution.

**5.7.3** For greater certainty, any subsequent requirements to implement land uses intended by the Algonquins on the Settlement Lands following the Date of Transfer will be subject to jurisdiction of the respective municipal, planning board or provincial approval authority.

**5.8 ACCESS TO OR ACROSS SETTLEMENT LANDS**

**5.8.1** Except as otherwise provided in the Final Agreement, access to or across Settlement Lands will be governed by the laws that apply to fee simple lands in Ontario, including the *Road Access Act*, the public right of navigation and laws relating to access to the shoreline for mariners in distress.

**Access to Settlement Lands for Governmental Purposes**

**5.8.2** Without limiting the generality of 5.8.1, nothing in the Final Agreement will alter access and land use rights, privileges or obligations existing at law that apply to fee simple land, of employees, contractors and agents of Canada, Ontario, municipal governments or other statutory entities, including Canadian Forces personnel, peace officers, Inspectors, child protection officers and law enforcement officers.

**5.8.3** Persons exercising access to Settlement Lands in accordance with 5.8.2 will not be required to pay fees or other compensation for that access, unless otherwise required by law.

**Access for Continuing Research**

**5.8.4** Employees, agents, and contractors of Ontario, or persons otherwise authorized by Ontario, will continue to have access without payment of fees or other compensation, to such Settlement Lands as are specified in a schedule to the Final Agreement, for purposes of carrying out research that is ongoing and not completed at the time of the Final Agreement. Where access for research is exercised reasonable notice to the Algonquins, as specified in the Final Agreement, will be provided:

- (a) before entering, crossing and remaining on Settlement Lands if it is practicable to do so; or
- (b) as soon as practicable after entering, crossing and remaining on the Settlement Lands.

### **Third Party Access Across Settlement Lands**

- 5.8.5** Where Ontario determines that access across Settlement Lands is reasonably necessary for the exercise or enjoyment of a Third Party's right, title or other legal interest located off Settlement Lands that is existing as of the Date of Transfer, Ontario will determine, after discussion with the Algonquins and the Third Party, whether such access shall be provided by way of:
- (a) an exclusion from the Settlement Lands;
  - (b) by way of an easement or other legal interest or right which is to be granted by Ontario prior to the Date of Transfer; or
  - (c) by way of another legal interest to be granted by the Algonquins following the Date of Transfer.
- 5.8.6** Where access is to be granted pursuant to 5.8.5(c), the Algonquins agree to negotiate the terms of such access with the Third Party requiring access prior to the Final Agreement on a without profits basis, provided that the Algonquins may negotiate for recovery of incidental costs which are directly related to the provision or maintenance of access.
- 5.8.7** If a right of access cannot be successfully negotiated between the Algonquins and the Third Party requiring access on and across Settlement Lands in accordance with 5.8.5(c), Ontario and the Algonquins will enter into discussions in order to determine the manner in which the relevant Settlement Lands may be transferred, transferred pursuant to conditions, or modified.
- 5.8.8** The Algonquins agree to enter into discussions with groups that maintain trails for public or group member access on and across Settlement Lands, and where agreement is reached, the Algonquins will provide authorization for the use and maintenance of the trails.
- 5.8.9** For greater certainty, the public will have the right to use, free of charge, existing portages across Settlement Lands that link navigable waters.
- 5.9 GENERAL**
- 5.9.1** Settlement Lands will be subject to laws relating to expropriation subject to any special provisions for expropriation of Settlement Lands that may be set out in the Final Agreement.
- 5.9.2** Nothing in the Final Agreement will confer any right of ownership in waters on Settlement Lands.

**5.9.3** Except as contemplated in 12.2.2 of this Agreement-in-Principle, nothing in the Final Agreement, including the transfer of Settlement Lands to the Algonquins, will in and of itself, create any obligations on any person or entity including, without limitation, Canada, Ontario or municipalities, to establish or maintain Public Roads, or to provide services to the Settlement Lands that are not otherwise required by law.



### **SCHEDULE 5.1A**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of proposed Settlement Lands by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of proposed Settlement Lands by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

A reference map of all proposed Settlement Lands in the Settlement Area is attached at Map "B".

Maps of the proposed Settlement Lands in the following municipalities are attached:

County of Frontenac: Map "C"

County of Hastings: Map "D"

County of Lanark: Map "E"

County of Lennox and Addington: Map "F"

County of Renfrew: Map "G"

District of Nipissing: Map "H"

City of Ottawa: Map "I"

**SCHEDULE 5.1(A)(i)**

**LANDS SUBJECT TO WATER POWER LEASES**

<b>Parcel No.</b>	<b>Description</b>	<b>Water Power Lease</b>
1	Shoreline of former Antoine Provincial Park, Part of lot 40 Conc. 7, Mattawan Twp, District of Nipissing	Water Power Lease No. 102
7C, 7D	Shoreline of Part Lot 27 Con XII and Part Lots 28, 29 Con. XI, Mattawan Twp.	Water Power Lease Agreement No. 25
38	Shoreline of Part of Lot 32 Con A, Cameron Twp.	Water Power Lease No. 102
39	Shoreline of Part of Lots 20-25 Con A, Cameron Twp., Twp of Papineau Cameron	Water Power Lease No. 102
40	Shoreline of Part of Lots 15, 16, and 17 Conc A, Cameron Twp, Santa Island and small unnamed islands in Ottawa River	Water Power Lease No. 102
47G	Shoreline of Part of the undivided Antoine Twp. Just south of Eddy Twp adjacent to the Proposed Upper Ottawa River Provincial Park, District of Nipissing	Water Power Lease Agreement No. 25
56_C	Shoreline of Part of Lots 52 and 53, Range B, Rolph Twp, County of Renfrew	Water Power Lease No. 102
110_A	Shoreline of Rocher Capitaine Island. This island is situated in the Ottawa River fronting lots 52-55, Con A, Maria Twp, County of Renfrew.	Water Power Lease No. 102
110_F	Basil island is situated in the Ottawa River and fronts Lot 4, Range E, Buchanan Twp.	Water Power Lease No. 102
110_G	Gibraltar Island is situated in the Ottawa River and Fronts Lot 4, Range E, Buchanan Twp.	Water Power Lease No. 102
110_H	This un-named island is situated in the Ottawa River and fronts Lot 16, Lake Range, Petawawa Twp.	Water Power Lease No. 102
110_I	This un-named island is situated in the Ottawa River adjacent to parcel 110_H, and also fronts Lot 16, Lake Range, Petawawa Twp.	Water Power Lease No. 102

<b>Parcel No.</b>	<b>Description</b>	<b>Water Power Lease</b>
110_J	One of the Crab Islands situated in the Ottawa River close to provincial boarder within the Ottawa River and fronts Lot 16, Lake Range, Petawawa Twp.	Water Power Lease No. 102
110_K	Gutzman Island is situated in the Ottawa River and fronts Lot 11, Lake Range, Petawawa Twp.	Water Power Lease No. 102
110_L	Sacks Island is situated in the Ottawa River and fronts Lot 9, Lake Range, Petawawa Twp.	Water Power Lease No. 102
123	Shoreline of Part Lot 18 & Lot 19, Conc. XIV, Mattawan Twp, District of Nipissing	Water Power Lease No. 25
127_Y	Shoreline of Part of Lot 15, Conc. XV, Mattawan Twp, District of Nipissing. Small acreage parcel – 2 acres Formerly part of 7B	Water Power Lease No. 25
129_Q	Shoreline of Part of Lot 17, Conc VI, Bagot Twp., County of Renfrew	Water Power Lease Agreement No. 24
176	Shoreline of Part of Lots 8, and 9 , Conc VII, Matawatchan Twp., County of Renfrew	Water Power Lease No. 79
178_C	Shoreline of Part of Lot 31 Conc II; Shoreline of Lot 32 Conc II; Shoreline of Lots 33-35 and part lot 36, Conc II; Shoreline of Part of lot 28, Conc II, Together with the islands that are part of the Centennial Lake Provincial Park being the islands comprising parts of Lots 31-34 Conc . II and islands lying on Lots 28 Conc II & III, Brougham Twp, County of Renfrew	Water Power Lease No. 79
182	Part of Lot 30 Conc. A; Twp. Of Head, County of Renfrew	WPL 102 – Schedule A, Second Part
259_C, 259_D, 259_E)	Shoreline of Lots 39 & 40 Con A, Head Twp. and Lots 41-47 Concession A, Maria Twp, County of Renfrew	Water Power Lease No. 102
334	Shoreline of Lot 53, Concession A & B, Twp. of Maria, County of Renfrew	Water Power Lease No. 102

**SCHEDULE 5.1A(ii)**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of the County Forest Lands by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of the County Forest Lands by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

County Forest Lands are indicated on County of Renfrew Map "G".

### **SCHEDULE 5.3A**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of the Algonquin Easements by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of the Algonquin Easements by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

A reference map that indicates the Algonquin Easements is attached at Map “J”.

### **SCHEDULE 5.3B**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of the White Lake Facility and Lands by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of the White Lake Facility and Lands by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

A reference map that indicates the White Lake Facility and Lands is attached at Map "J".

#### **WHITE LAKE FACILITY AND LANDS – RIGHT OF FIRST REFUSAL**

1. Ontario will grant to the Algonquins the right of first refusal to purchase at fair market value the Crown-owned facility and lands at White Lake, Township of Olden, as set out in the Descriptive Plan. The right of first refusal will be subject to applicable laws, including environmental assessment legislation, and the following conditions:
  - (a) The facility and lands are no longer required for program purposes;
  - (b) The fair market value of the facility and lands shall be determined by an independent appraisal by an appraiser appointed by Ontario and the Algonquins, the costs of which shall be shared equally by Ontario and the Algonquins;
  - (c) Following the receipt of the independent appraisal of the facility and lands, the Algonquins shall have 90 days to offer to purchase the facility and lands by delivering confirmation of the intent to purchase the facility and lands at the appraised value;
  - (d) Ontario will dispose of the lands to the Algonquins at the appraised value; and
  - (e) Where the Algonquins decline to exercise the right of first refusal granted above, Ontario shall be free to dispose of the facility and lands.

2. For the purposes of this right of first refusal, the “program purposes” for the facility and lands at White Lake are defined as the culture of aquatic species for purposes of:
  - (a) Stocking public waters in accordance with approved management plans in order
    - i. to maintain, enhance or create fishing opportunities, and
    - ii. to contribute to biodiversity conservation by supporting the rehabilitation and recovery of aquatic species at risk and other species of conservation concern;
  - (b) Research; and/or
  - (c) Education.
3. Ontario shall be deemed no longer to require the facility and lands for program purposes when:
  - (a) Ontario declares it no longer requires the facility and lands at White Lake for program purposes; or
  - (b) The facility and lands have not been used for 20 years for program purposes and there is no approved plan to recommence operation of the facility and lands for program purposes.
4. For greater certainty, this right of first refusal shall not be triggered in the event that Ontario changes the model for operating the facility and lands at White Lake, including the retention of private sector operators for the facility and lands for program purposes and/or other purposes that do not conflict with future use of the facility and lands for program purposes.
5. In the event that Ontario seeks to retain a private sector operator for the facility and lands, Ontario will provide an opportunity to the Algonquins to submit a proposal to become the operator in accordance with the process, terms and conditions established by Ontario for determining the operator.
6. Ontario will ensure that any agreement with a private sector operator is terminated when the facility and lands at White Lake are no longer required for program purposes in accordance with paragraph 3 of this Schedule.

### **SCHEDULE 5.3C**

#### **RIGHTS OF FIRST REFUSAL FOR CERTAIN PARKS, IF DEREGULATED**

In the event the Lieutenant Governor in Council or the Legislative Assembly, as applicable, has ordered or legislated the disposition of all or a portion of Westmeath Provincial Park (Bellows Bay), Petawawa Terrace Provincial Park, or Ottawa River (Whitewater) Provincial Park Ontario grants to the Algonquins the right of first refusal to purchase the lands at fair market value. The right of first refusal will be subject to applicable laws, including environmental assessment legislation, and the following conditions:

- (a) The fair market value of the lands shall be determined by an independent appraisal, the costs of which shall be shared equally by Ontario and the Algonquins;
- (b) Following the receipt of the independent appraisal of the lands, the Algonquins shall have 90 days to offer to purchase the lands by delivering to the Ministry of Natural Resources a signed letter containing confirmation of the intent to purchase the land at the appraised value;
- (c) Ontario will dispose of the lands to the Algonquins at the appraised value;  
and
- (d) Where the Algonquins decline to exercise the right of first refusal granted above, Ontario shall be free to dispose of the lands.



### **SCHEDULE 5.3D**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of the Areas of Algonquin Interest by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of the Areas of Algonquin Interest by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

A reference map that indicates the Areas of Algonquin Interest is attached at Map “J”.

### **SCHEDULE 5.3E**

#### **PRINCIPLES GOVERNING AREA OF ALGONQUIN INTEREST AGREEMENTS**

- (a) Ontario will retain administration and control of an Area of Algonquin Interest and will not authorize the sale or lease of the lands to any individual or entity without prior approval from the Algonquins, so long as such approval is not unreasonably withheld;
- (b) the public will continue to have access to and the use of an Area of Algonquin Interest for recreation purposes to the extent authorized by Ontario, consistent with (f) and (g);
- (c) an Area of Algonquin Interest or any portion thereof may be withdrawn from mining claim staking and mineral development activity;
- (d) notwithstanding (a), where mining claims have been staked prior to an Area of Algonquin Interest having been withdrawn from staking, those claims may be transformed into mining leases in accordance with the *Mining Act*;
- (e) Ontario can continue to approve, authorize or regulate forestry activities in an Area of Algonquin Interest, subject to Consultation requirements that will be set out in the Area of Algonquin Interest Agreements;
- (f) Ontario can continue to approve, authorize or regulate the maintenance and improvement of infrastructure, including Public Roads and Public Utilities' infrastructure in an Area of Algonquin Interest, subject to Consultation requirements that will be set out in the Area of Algonquin Interest Agreements;
- (g) subject to (a), Ontario can continue to make dispositions of interests in Areas of Algonquin Interest and approve, authorize or regulate further land use activities or developments that are not inconsistent with (h), subject to Consultation requirements that will be set out in the Area of Algonquin Interest Agreements; and
- (h) the nature and scope of protections contained in each Area of Algonquin Interest Agreement will also reflect the particular cultural and historical importance of each Area of Algonquin Interest to the Algonquins.

## **CHAPTER 6 CAPITAL TRANSFERS AND LOAN REPAYMENT**

### **6.1 CAPITAL TRANSFER**

- 6.1.1** Canada and Ontario shall make a Capital Transfer of \$300 million (three hundred million dollars) (December 2011\$) to an Algonquin Institution in accordance with Schedule 6.1.
- 6.1.2** On the Signing Date, Canada shall make a transfer to an Algonquin Institution in the amount of \$10 million (ten million dollars) pursuant to an *Agreement between the Algonquins of Ontario and the Government of Canada, Respecting the Disposal of the Rockcliffe Site*, dated September 22, 2010. The transfer referred to in this paragraph is included in the Capital Transfer referred to in 6.1.1.

### **6.2 CREDIT AND SET-OFF**

- 6.2.1** The funds provided to the Algonquin Opportunity Trust No.2 by Ontario under the *Algonquins of Ontario Economic Development Interim Agreement* dated March 26, 2009, shall be set off and deducted from Ontario's portion of the Capital Transfer under the terms of that interim agreement.

### **6.3 LOAN REPAYMENTS**

- 6.3.1** The Algonquins shall repay to Canada any outstanding amounts under the terms of the Algonquin negotiation loan agreements in accordance with Schedule 6.3.
- 6.3.2** The obligation of the Algonquins to repay the loan in 6.3.1 will be discharged by Canada deducting from the Capital Transfer it makes to an Algonquin Institution pursuant to 6.1.1 any amounts due to Canada from the Algonquins under the schedule of loan repayments set out in Schedule 6.3.

### **6.4 OTHER MONETARY BENEFITS**

- 6.4.1** For greater certainty, the Capital Transfer set out in 6.1 may be adjusted in the Final Agreement to provide for a special purpose fund or other monetary benefits, including resource related benefits, provided that the total value of such a fund and such other benefits does not exceed the total capital sum provided in 6.1.

**SCHEDULE 6.1**  
**CAPITAL TRANSFER PAYMENT SCHEDULE**

<b>Signing Date</b>	<b>\$10,000,000</b>
<b>Effective Date</b>	<b>\$</b>
<b>First Anniversary of Effective Date</b>	<b>\$</b>
<b>Second Anniversary of Effective Date</b>	<b>\$</b>

**Notes for Finalizing Schedule 6.1 to the Final Agreement**

The purpose of these notes is to enable the Parties to calculate the amounts to be shown in the final version of this Schedule that will be a schedule to the Final Agreement.

These instructions will be deleted, and will not form part of the Final Agreement when this Schedule is completed in accordance with these instructions and the Effective Date occurs.

**1. DEFINITIONS**

In this Schedule, the following terms have the indicated meanings:

“Consolidated Revenue Fund Lending Rate” means the rate of that name established from time to time by the Department of Finance;

“Discount Rate” means the recently released amortized Consolidated Revenue Fund Lending Rate approved by the Federal Minister of Finance prior to the Effective Date, less one eighth (1/8<sup>th</sup>) of one per cent;

“FDDIPI” means the Canada Final Domestic Demand Implicit Price Index published regularly by Statistics Canada; and

“Present Value” as at a particular date, means the present discounted value as at that particular date using the Discount Rate, compounded annually.

2. The Capital Transfer to the Algonquins on the Signing Date shall be calculated as the amount referred to in 6.1.1 multiplied by the FDDIPI for the latest quarter available prior to the Signing Date and by dividing the resulting product by the value of FDDIPI for the fourth quarter 2011, less \$10 million to be paid by Canada on the Signing Date pursuant to 6.1.2.
3. Prior to the Effective Date, Canada, Ontario and the Algonquins will negotiate a Capital Transfer Payment Schedule showing transfers from each of Canada and Ontario to an Algonquin Institution, and showing the credit and set-off described in 6.2.1 and the loan repayments described in 6.3.
4. The Capital Transfer Payment Schedule will provide for a first payment on the Effective Date and subsequent payments on the first and second anniversaries of the Effective Date having a Present Value as at the Effective Date equal to an amount that is calculated as the amount in note 2 multiplied by the FDDIPI for the latest quarter available prior to the Effective Date and by dividing the resulting product by the value of FDDIPI for the latest quarter available prior to the Signing Date.

### **SCHEDULE 6.3**

#### **NEGOTIATION LOANS REPAYMENT SCHEDULE**

1. Prior to the signing of the Final Agreement, Canada and the Algonquins will agree on the amount of outstanding negotiation loans to be repaid pursuant to 6.3.1.
2. Prior to the Effective Date, Canada and the Algonquins will agree to a final schedule for the repayment, in accordance with negotiation loan agreements, of all outstanding loan amounts up to the Effective Date, pursuant to 6.3.1.
3. The final schedule for the repayment of outstanding negotiation loans by the Algonquins will be calculated using a Discount Rate that corresponds to the Discount Rate used in note 4 to Schedule 6.1.

## **CHAPTER 7 FORESTRY**

### **7.1 SUPPORT OF INDUSTRY AND INCREASED ALGONQUIN OPPORTUNITIES**

**7.1.1** The Parties recognize the importance of the Forest Industry in the Settlement Area, including in Algonquin Park, and agree to work cooperatively to support and maintain the existing Forest Industry and to increase Algonquin participation in, and benefits from the Forest Industry as set out in this Chapter.

### **7.2 EMPLOYMENT, TRAINING AND CONTRACT OPPORTUNITIES**

**7.2.1** Ontario will support measures designed to increase Algonquin employment and participation in the Forest Industry.

**7.2.2** Between this Agreement-in-Principle and the Final Agreement Ontario will continue to work with the Algonquins in relation to the development of economic opportunities in the Forest Industry.

#### **Opportunities in Forestry Generally**

**7.2.3** Prior to the Final Agreement the Parties will continue to identify measures to develop Algonquin capacity to play a meaningful role in the Forest Industry.

**7.2.4** As part of the Annual Work Schedule development process, the Ministry of Natural Resources will meet with the Algonquins and Sustainable Forest License holders to encourage consideration by Sustainable Forest License holders of potential Algonquin employment, training and contract opportunities in the Forest Industry.

**7.2.5** Where appropriate, Ontario will consider the potential for Algonquin benefits, including employment, training, and contract opportunities, as a relevant factor to be considered in the evaluation of tender bids and other government contracting procedures relating to the Forest Industry.

#### **Opportunities in Forestry in Algonquin Park**

**7.2.6** Ontario and the Algonquin Forestry Authority will assist in the provision of training opportunities for the Algonquins in forest related occupations in Algonquin Park, including in silviculture.

**7.2.7** Ontario and the Algonquin Forestry Authority will provide notice to the Algonquins of government contracts and job opportunities in the Forest Industry in Algonquin Park.

**7.2.8** The Final Agreement will provide that Ontario appoint at least one person nominated by the Algonquins to the Board of Directors of the Algonquin Forestry Authority.

**7.3 POLICY REFORM**

**7.3.1** Ontario will Consult with the Algonquins in relation to any new forestry policy initiatives that will apply to the Settlement Area, including but not limited to the Ontario Forest Tenure and Pricing Review that is underway at the time of this Agreement-in-Principle.

**7.4 FOREST MANAGEMENT AND PLANNING**

**7.4.1** The Final Agreement will set out the nature and scope of Algonquin participation in forest management and planning, including through representation on planning teams, both inside and outside of Algonquin Park.

**7.5 USE OF TREES ON CROWN LANDS**

**7.5.1** All matters relating to the use of Trees on Crown Lands by the Algonquins will be addressed in the Final Agreement.



## **CHAPTER 8 HARVESTING**

### **8.1 HARVESTING RIGHTS**

- 8.1.1** The Final Agreement will provide that the Beneficiaries have the right to Harvest Fish, Wildlife, Migratory Birds and Plants for Domestic Purposes in the Settlement Area throughout the year in accordance with the Final Agreement.
- 8.1.2** The Final Agreement will provide that the Beneficiaries have the right to Trade and Barter amongst themselves Fish, Wildlife, Migratory Birds and Plants, including their parts, meat, feathers and furs, Harvested for Domestic Purposes pursuant to 8.1.1.
- 8.1.3** All matters relating to Algonquin Trade and Barter with other Aboriginal Peoples of Fish, Wildlife, Migratory Birds and Plants, including their parts, meat, feathers and furs, Harvested for Domestic Purposes pursuant to 8.1.1 will be addressed in the Final Agreement.
- 8.1.4** The Algonquin rights to Harvest are communal rights that may only be exercised by Beneficiaries.
- 8.1.5** The Final Agreement shall ensure that the Algonquins have legal authority to:
- (a) establish and participate in Algonquin Harvest Plans and Fisheries management plans in collaboration with Ontario; and
  - (b) internally allocate, monitor and manage Algonquin Harvesting rights.
- 8.1.6** In addition to the process for allocating species pursuant to 8.6 to 8.8, Algonquin Harvesting will be subject to Provincial and Federal Measures that are necessary for Conservation, public health or public safety.
- 8.1.7** Ontario or Canada shall Consult with the Algonquins, in accordance with 2.7.1 and as provided in the Final Agreement, prior to implementing any Measure that is necessary for Conservation, public health or public safety referred to in 8.1.6.
- 8.1.8** The Final Agreement will provide that the Consultation in 8.1.7 shall include consideration of reasonable means to minimize the impact of any Conservation Measure on the Algonquin right to Harvest.
- 8.1.9** The Crown will Consult with the Algonquins prior to and in the development of Conservation Measures that may apply to Species At Risk in the Settlement Area, and the Crown and Algonquins may enter into agreements on such Conservation Measures.

- 8.1.10** Nothing in the Final Agreement will preclude Ontario or Canada from taking Measures to address a Conservation, public health, public safety or other emergency which requires immediate action.
- 8.1.11** Where the nature of a Conservation, public health or public safety emergency prevents the performance of the Consultation requirements in 8.1.7 prior to implementing those Measures, Ontario or Canada shall Consult with the Algonquins as soon as is reasonably practicable following the taking of those Measures.
- 8.1.12** A Beneficiary may use any method or technology to Harvest Fish, Wildlife, Migratory Birds or Plants under the terms of this Chapter if it does not contravene any Federal or Provincial Measure referred to in 8.1.6.
- 8.1.13** Subject to 8.4, Commercial Harvesting and sale will be subject to laws of general application.
- 8.1.14** The sale of By-Products of Fish, Wildlife, Plants and Migratory Birds that are Harvested for Domestic Purposes is subject to laws of general application.
- 8.1.15** Beneficiaries may Harvest Fish, Wildlife, Migratory Birds and Plants on Crown Lands throughout the Settlement Area, as provided in the Final Agreement.
- 8.1.16** Algonquin Harvesting in Protected Areas within the Settlement Area will be subject to Protected Area Management Directions developed from time to time in Consultation with the Algonquins.
- 8.1.17** The Algonquins and Canada will negotiate and attempt to reach agreement in respect of the Harvesting rights of Algonquins in any National Park Reserve, National Wildlife Area, National Migratory Bird Sanctuary or National Park established in the Settlement Area before or after the Effective Date.
- 8.1.18** The rights of the Algonquins to Harvest Fish, Wildlife and Migratory Birds and to gather Plants may be exercised on privately held lands and waters, within the Settlement Area, where the landowner or occupier consents.
- 8.1.19** Nothing in the Final Agreement will prevent the Algonquins from Harvesting outside of the Settlement Area in accordance with Federal or Provincial Law.
- 8.1.20** The Final Agreement will address sharing agreements between the Algonquins and other Aboriginal Peoples in Ontario, and in particular neighbouring Aboriginal Peoples.

- 8.1.21** Any sharing agreements negotiated pursuant to the Final Agreement shall be limited to Harvesting for Domestic Purposes and shall be consistent with the limitations on the Algonquin Harvest set out in the Final Agreement.
- 8.1.22** All matters relating to the use of resources, including Trees, and shelters for purposes reasonably incidental to Algonquin Harvesting on Crown Land and in Protected Areas in the Settlement Area shall be addressed in the Final Agreement.
- 8.1.23** The Final Agreement will describe Algonquin access to Provincial and Federal Crown Lands within the Settlement Area for purposes of exercising the Harvesting rights described in this Chapter, including the use of roads and trails.
- 8.2 GENERAL PROVISIONS**
- 8.2.1** Nothing in this Agreement affects the jurisdiction of Canada and Ontario in relation to Fish, Wildlife, Migratory Birds, including their respective habitats, and Plants on all lands and waters in the Settlement Area, and that jurisdiction will be exercised in accordance with the Final Agreement.
- 8.2.2** Conservation is the fundamental principle of the management of Fish, Wildlife and Migratory Birds.
- 8.2.3** For greater certainty, the protection of habitat for Fish, Wildlife, and Migratory Birds, determined by the best available scientific information and Algonquin traditional knowledge, including spawning grounds, breeding areas, Migratory Bird Sanctuaries, and Fish sanctuaries is an important aspect of Conservation.
- 8.2.4** There is no property right in Fish, Wildlife and Migratory Birds while alive and in the wild.
- 8.2.5** Any legislation implementing an international agreement related to the Conservation of Wildlife, Fish and/or Migratory Birds that applies to or affects the Algonquins or the Settlement Area shall be interpreted and administered in a manner that treats the Algonquins on at least as favourable a basis as any other Aboriginal people of Canada.
- 8.2.6** For greater certainty, the Harvesting of Fish, Wildlife, Migratory Birds and Plants by the public, and access to Navigable Waters and Crown Land by the public will continue to be subject to laws of general application.

**8.3 HARVESTING MOOSE IN ALGONQUIN PROVINCIAL PARK**

**8.3.1** The Area within which the Algonquins can Harvest moose in Algonquin Provincial Park is set out in Schedule 8.3A. After the Final Agreement, Ontario and the Algonquins may agree to amend this area.

**8.3.2** The Final Agreement will provide for an Algonquin Harvest Plan with respect to the harvesting of moose in Algonquin Provincial Park.

**8.3.3** The Interim Algonquin Harvest Plan Process will continue until replaced by the Algonquin Harvest Plan referred to in 8.3.2.

**8.4 TRAPPING**

**8.4.1** For greater certainty, the rights in 8.1.1 include the right to trap Furbearers for Domestic Purposes.

**8.4.2** The trapping of Furbearers for commercial sale shall be governed by a Trapping Harmonization Agreement, to be negotiated by Ontario and the Algonquins prior to the Effective Date, which may address topics including, but not limited to:

- (a) license issuing to individual trappers;
- (b) recovery of royalties;
- (c) trapline allocation;
- (d) cultural heritage;
- (e) recruitment;
- (f) establishment and fulfillment of quotas;
- (g) species;
- (h) nuisance animals;
- (i) avoidance of conflicts between Beneficiaries trapping for Domestic Purposes and other trappers;
- (j) reporting;
- (k) trapping cabins;
- (l) enforcement;
- (m) other resource users;

- (n) creation of new traplines;
- (o) loss of traplines;
- (p) seasons; and
- (q) transfers of existing traplines, including succession rights.

**8.4.3** For greater certainty, the trapping of Furbearers for commercial sale under 8.4.2 shall be subject to Federal and Provincial Law.

**8.4.4** Before a Trapping Harmonization Agreement comes into effect no transfer of an inactive trapline in the Settlement Area will occur without prior Consultation with the Algonquins.

**8.4.5** Prior to the Final Agreement, Canada and the Algonquins will discuss arrangements, if any, for trapping on Federal Crown Lands within the Settlement Area.

## **8.5 FISHERIES**

**8.5.1** For greater certainty, and subject to any Fisheries Management Plan, the Algonquins may Harvest Fish for Domestic Purposes in the area of Algonquin Provincial Park that is within the Settlement Area.

**8.5.2** The Final Agreement will set out the principles and processes for Fisheries Management Planning for the Settlement Area, including the area of Algonquin Provincial Park that is within the Settlement Area. Ontario will consult with other users during the development of these principles and processes.

**8.5.3** The processes for Fisheries Management Planning in 8.5.2 shall include the processes by which the Algonquins will engage with Ontario in Fisheries Management Planning in the Settlement Area.

**8.5.4** Any Fisheries Management Plan shall:

- (a) reflect the best available scientific information and Algonquin traditional knowledge;
- (b) provide for the Conservation of areas determined to be spawning grounds based on the best available scientific information and Algonquin traditional knowledge, including limitations on the fishing of spawning species during spawning seasons;
- (c) provide for the Conservation of fish populations that are determined to be unique or fragile based on the best available scientific information and Algonquin traditional knowledge; and

- (d) have regard for the sustainability of resource stocks, maintenance of ecosystem function and biodiversity.

**8.5.5** Prior to the Effective Date, Ontario and the Algonquins, and where necessary Canada, will make a concerted effort to develop a Fisheries Management Plan for all fishing in Algonquin Provincial Park, including provisions for the Conservation of brook trout. Ontario will consult with other users during the development of the plan and any plan shall provide fishing opportunities for all park users.

## **8.6 ALLOCATED SPECIES**

**8.6.1** Moose and elk will be Allocated Species within the Settlement Area and the Final Agreement will provide, in addition to the Algonquin Harvest Plan for Moose in Algonquin Provincial Park, for Algonquin Harvest Plans with respect to moose and elk.

**8.6.2** The Minister may identify additional species or populations of species as Allocated Species, if, after Consulting with the Algonquins, the Minister determines that there is a Conservation risk to a species or population of species within or near the Settlement Area.

**8.6.3** The Final Agreement will provide that Ontario will Consult with the Algonquins with respect to data to be considered in making recommendations to the Minister regarding the identification of a species or population as an Allocated Species, the Total Allowable Harvest or the Algonquin Allocation.

**8.6.4** The Algonquins or Ontario may recommend to the Minister whether a species or population should be, or continue to be, an Allocated Species.

**8.6.5** In making a decision to identify a species or population of a species as an Allocated Species the Minister shall take into account:

- (a) Consultation with the Algonquins about the impacts on their rights, and Algonquin Traditional Knowledge that is relevant to the decision;
- (b) scientific data that has been shared with the Algonquins;
- (c) the existing and future interests of the Algonquins with respect to the species; and
- (d) the existing and future interests of others with respect to the species.

**8.6.6** The Minister may determine that a species or population of a species is no longer an Allocated Species if that Minister determines, in accordance with the process set out in 8.6.1 to 8.6.5 that the Conservation risk to the species or population within or near the Settlement Area no longer exists.

**8.7 TOTAL ALLOWABLE HARVEST OF ALLOCATED SPECIES**

**8.7.1** Where the Minister has identified a species or population as an Allocated Species pursuant to 8.6, the Minister shall establish a Total Allowable Harvest for that species.

**8.7.2** The Minister shall Consult with the Algonquins before determining any limits pursuant to 8.7.1 or 8.7.3 including the limitation of the Total Allowable Harvest, if any, for the Allocated Species. The Minister may also consult with, and consider the interests of other users, as appropriate.

**8.7.3** For greater certainty, the Minister may determine that there be no Harvest of an Allocated Species.

**8.8 ALGONQUIN ALLOCATION OF AN ALLOCATED SPECIES**

**8.8.1** If the Minister decides that there is a Total Allowable Harvest, he or she shall determine the Algonquin Allocation in accordance with 8.8.2 to 8.8.7.

**8.8.2** Ontario and the Algonquins will attempt to reach agreement on the Algonquin Allocation of the Total Allowable Harvest of an Allocated Species.

**8.8.3** The Algonquin Allocation will take into account the right of the Algonquins to Harvest the Allocated Species for Domestic Purposes, all relevant information presented by Ontario and the Algonquins and, in particular, shall consider:

- (a) the Total Allowable Harvest for the species;
- (b) current and past Harvest by the Algonquins under this Chapter;
- (c) any changes in the Algonquin Harvesting practices;
- (d) current and past Harvesting by persons who are not Algonquins;  
and
- (e) such other information as agreed to by the Parties.

**8.8.4** In the event that the Parties cannot reach agreement on the Algonquin Allocation, the Minister will consider any Algonquin submissions and provide a written decision with reasons for the Algonquin Allocation. The Minister must take into account the factors outlined in 8.8.3. For greater certainty, the Minister's decision is subject to judicial review.

**8.8.5** Ontario or the Algonquins may, at any time, request that the Minister review and vary the Minister's decision. The Minister's decision shall take into account the factors listed in 8.8.3 along with any changes to the Conservation risk.

## **8.9 HARVEST PLANS**

**8.9.1** Algonquin Harvesting of an Allocated Species shall be exercised in accordance with an Algonquin Harvest Plan developed by Ontario and the Algonquins.

**8.9.2** An Algonquin Harvest Plan will include, as necessary, provisions in respect of:

- (a) documentation of Harvesters authorized by the Algonquins;
- (b) methods, timing and locations of Harvesting of the Allocated Species by the Algonquins;
- (c) the number, sex and age composition of the Harvest of the Allocated Species;
- (d) methods of monitoring and identifying Harvested Allocated Species;
- (e) the term of the Algonquin Harvest Plan; and
- (f) other matters as agreed to.

**8.9.3** Algonquin Harvest Plans shall:

- (a) reflect the best available scientific information and Algonquin Traditional Knowledge;
- (b) reflect existing management plans for the species relevant to the location of the Harvest;
- (c) provide for the protection of Wildlife during vulnerable life stages;
- (d) have regard for the sustainability of resource stocks, maintenance of ecosystem function and biodiversity; and
- (e) include such other information as agreed to by the Parties.



**8.10 TRANSPORTATION OUTSIDE OF SETTLEMENT AREA**

- 8.10.1** Algonquins may possess and transport, outside the Settlement Area, Fish, Wildlife, Migratory Birds and Plants Harvested pursuant to the Final Agreement. Fish, Wildlife, Migratory Birds, and Plants so transported must be identified as having been Harvested pursuant to the Final Agreement by a Beneficiary.
- 8.10.2** Beneficiaries may be required by the Minister to obtain a permit to possess and transport Fish, Wildlife, Migratory Birds and Plants and their By-products Harvested pursuant to the Final Agreement outside of the Settlement Area. Such permit, if required, shall be without fees and shall contain terms and conditions established under laws of general application.
- 8.10.3** Individuals possessing and transporting Fish, Wildlife, Migratory Birds, and Plants may be required to present all specimens for inspection when requested by an authorized person under applicable legislation, and produce any permit required pursuant to 8.10.2.

**8.11 ENFORCEMENT**

- 8.11.1** Enforcement of Federal and Provincial Law in relation to Harvesting, throughout the Settlement Area, including in Algonquin Provincial Park, will continue to be the responsibility of Canada or Ontario.
- 8.11.2** Prior to the Final Agreement the role of the Algonquins in enforcement with respect to Beneficiaries shall be subject to further discussion among the Parties.
- 8.11.3** License fees, charges or royalties in respect of the Harvest of Fish, Wildlife or Migratory Birds by Beneficiaries will not apply to the Harvest of Fish, Wildlife or Migratory Birds in the Settlement Area for Domestic Purposes.
- 8.11.4** Nothing in the Final Agreement will affect the ability of Ontario or Canada to require Beneficiaries to obtain licenses for the use and possession of firearms under Federal and Provincial law on the same basis as other Aboriginal people.

**8.11.5** On the request of any person authorized to enforce laws in respect of Fish, Wildlife, Migratory Birds or Plants, Beneficiaries who Harvest or attempt to Harvest Fish, Wildlife, Migratory Birds or Plants will be required to provide documentation issued by the Algonquins permitting them to Harvest Fish, Wildlife, Migratory Birds or Plants under the Final Agreement. The documentation shall be in at least one of Canada's official languages and shall be of sufficient detail to identify the individual as a Beneficiary.

**SCHEDULE 8.3A**

**[Moose Harvesting Area of Algonquin Provincial Park: see attached Map “K”]**

## **CHAPTER 9 PARKS AND PROTECTED AREAS**

### **9.1 ONTARIO PROTECTED AREAS (PROVINCIAL PARKS AND CONSERVATION RESERVES)**

#### **Participation in Protected Area Management**

- 9.1.1** This Chapter applies to those Protected Areas that are located in whole or in part within the Settlement Area as listed within Schedule 9.1A.
- 9.1.2** The Parties agree that the maintenance of Ecological Integrity shall be the first priority in the management of Protected Areas in the Settlement Area.
- 9.1.3** Ontario will work in partnership with the Algonquins in management planning as set out in 9.1.6 to 9.1.11 for operating and non-operating Protected Areas.
- 9.1.4** The Final Agreement will provide that the Minister of Natural Resources will appoint at least one person nominated by the Algonquins to the Ontario Parks Board of Directors.
- 9.1.5** Where any other board is established by the Minister of Natural Resources to address any issues relating to a Protected Area in the Settlement Area, the Algonquins shall be invited to have representation on such board.
- 9.1.6** The Final Agreement will provide for the following levels of Algonquin and Ontario engagement in Protected Area planning as plans are developed from time to time:
- |         |  |
|---------|--|
| Level 1 | Algonquin review and comment on Protected Area Management Plans and Management Statements prepared by Ontario.   |
| Level 2 | Algonquin participation, as members of the Protected Area planning teams, in the development and amendment of Protected Area Management Plans and Management Statements. |

Level 3      The Algonquins and the responsible Protected Area Manager, through an Algonquin Planning Committee, will jointly develop, amend and examine Protected Area Management Plans, Management Statements, Secondary Plans, Natural Heritage Education Programs and any other strategic plans for Protected Areas. Should the Algonquins and the responsible Protected Area Manager not be able to reach agreement on issues of concern to the Algonquins, or if a more senior official proposes changes with respect to one of these Plans with which the Algonquins disagree, the Algonquins may make a submission to the Minister. The Minister shall take into account the views and concerns expressed by the Algonquins in resolving the issues of concern.

**9.1.7**      Ontario will provide notice to the Algonquins of any changes to a Plan that are proposed by a more senior official within the Ministry after the Plan is developed in accordance with 9.1.6.

**9.1.8**      The Final Agreement will provide that the Algonquin Planning Committee will meet at least once a year, and for a period of 10 years will be funded from the Implementation Plan, following which the Algonquins will be responsible for their own costs of participation. Prior to the Final Agreement, the Parties may develop additional terms of reference for the Committee.

**9.1.9**      The Algonquins may choose not to participate in a particular planning activity described in 9.1.6 without prejudice to their right to participate in any subsequent planning activities. For greater certainty, where the Algonquins choose not to participate in a particular planning activity, the Responsible Protected Area Manager may proceed without the involvement of the Algonquins.

**9.1.10**     Unless the Parties agree otherwise, the following Protected Areas are subject to Level 3 of Algonquin participation as set out in 9.1.6:

- (a)      Alexander Lake Forest Provincial Park;
- (b)      Algonquin Provincial Park;
- (c)      Bon Echo Provincial Park;
- (d)      Crotch Lake Conservation Reserve and recommended Provincial Park;
- (e)      Deacon Escarpment Recommended Conservation Reserve;

- (f) Egan Chutes Provincial Park;
- (g) Egan Chutes Provincial Park (waterway addition);
- (h) Hungry Lake Conservation Reserve;
- (i) Lake St. Peter Provincial Park and recommended addition;
- (j) Mattawa River Provincial Park;
- (k) Ottawa River (Whitewater) Provincial Park;
- (l) Petawawa Terrace Provincial Park;
- (m) Samuel de Champlain Provincial Park;
- (n) Upper Madawaska River Provincial Park;
- (o) Upper Ottawa River Recommended Provincial Park; and
- (p) Westmeath Provincial Park (Bellows Bay).

**9.1.11** For all Protected Areas listed in Schedule 9.1A and not listed in 9.1.10, or for any Protected Area established in the Settlement Area after the Effective Date, the Algonquins and the Director of Ontario Parks will determine the appropriate level of Algonquin participation when the development, amendment or examination of the Management Plans or Management Statements for those Protected Areas occurs. If the Algonquins and the Director of Ontario Parks cannot agree on the appropriate level of participation, the Algonquins may make a submission to the Minister, who will take into account that submission when making a decision on the appropriate level of Algonquin participation.

**9.1.12** The Final Agreement will provide that Ontario will Consult with the Algonquins if it proposes to establish a new Protected Area wholly or partially within the Algonquin Settlement Area after the Effective Date.

**9.1.13** Prior to the Final Agreement Ontario and the Algonquins will establish the Algonquin Planning Committee and undertake engagement in planning in accordance with Level 3 for Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park. The Committee will address whether the Protected Area Management Plans for Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park should be updated or amended to address the cultural recognition provisions described in section 9.1.19.

- 9.1.14** Prior to the Final Agreement Ontario agrees to change the name of Westmeath (Bellows Bay) Provincial Park to a name agreed to by Ontario and the Algonquins.

**Access to Protected Areas**

- 9.1.15** The Final Agreement will provide that roads, trails, use of motorized vehicles and other access issues in Protected Areas will be addressed through Protected Area Management Planning processes, which will take into account, in addition to other considerations, the following principles:

- (a) a controlled access regime and the maintenance of Ecological Integrity are priorities for Algonquin Provincial Park and other Protected Areas; and
- (b) the Algonquin interest in maintaining access to Algonquin Provincial Park and other Protected Areas listed in Schedule 9.1A for Harvesting purposes.

- 9.1.16** The Algonquins will participate with Ontario and the Algonquin Forestry Authority in the development of Forest Management Plans that address the construction and decommissioning of forestry roads and water crossings in Algonquin Provincial Park.

- 9.1.17** If the Algonquins and Ontario cannot reach agreement on the decommissioning of roads or other access issues in Algonquin Provincial Park, the Algonquins may make submissions to the Minister of Natural Resources, who shall take into account the views and concerns expressed by the Algonquins in resolving the issues of concern.

**Cultural Recognition in Protected Areas**

- 9.1.18** Prior to the Final Agreement, Ontario and the Algonquins will endeavour to reach agreements for the use of a site or sites located within Algonquin Park at Whitefish Lake, Kiosk and Basin Depot, for cultural or ceremonial gatherings and the operation of such site or sites during such gatherings.

- 9.1.19** Prior to the Final Agreement, Ontario and the Algonquins will endeavour to reach agreements regarding entrance features, including storyboard landscaping reflecting Algonquin culture, and address Algonquin access to and use of Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park for cultural activities.

- 9.1.20** The Algonquins and Ontario may negotiate agreements for the use of other sites in Algonquin Provincial Park and other Protected Areas for cultural or ceremonial gatherings and the operation of such site or sites during such gatherings.

**9.1.21** Protected Area Management Plans for Algonquin Provincial Park and other Protected Areas shall endeavour to identify a variety of initiatives that recognize Algonquin culture, such as:

- (a) partnership projects (e.g. potential canoe route improvements, wildlife corridor enhancement);
- (b) Algonquin involvement in cultural heritage inventories, archaeological studies, and native values mapping; and
- (c) protection of Algonquin cultural and spiritual sites.

**9.1.22** Prior to the Final Agreement, Ontario and the Algonquins will explore the development of a signature project such as a cultural centre, museum or other tourist destination consistent with Park values, in Algonquin Provincial Park or in another Protected Area subject to any economic or other appropriate feasibility studies.

**9.1.23** For greater certainty, any of the proposed projects referred to in 9.1.21 and 9.1.22 will be subject to normal planning and environmental assessment processes applicable to Protected Areas.

#### **Employment and Training in Protected Areas**

**9.1.24** The Final Agreement will address measures for Ontario to support employment and capacity training for Algonquins in order to help them meet the requirements for jobs within or associated with Protected Areas.

**9.1.25** Prior to the Final Agreement, Ontario and the Algonquins will explore the development of an Algonquin steward program to provide ongoing employment opportunities to the Algonquins in Algonquin Provincial Park and other Protected Areas in the Settlement Area, and to aim to enhance cultural recognition and aspects of an Algonquin identity in each Protected Area where the program is delivered.

**9.1.26** If Ontario and the Algonquins agree to implement an Algonquin steward program, staffing, job specifications, funding arrangements and other program specifics will be addressed through an agreement between Ontario and the Algonquins before the Final Agreement.



### **Additions to Protected Areas**

- 9.1.27** The Final Agreement will establish boundaries for a recommended addition to Lake St. Peter Provincial Park and a recommended Provincial Park (Natural Environment Class) in the area of the Crotch Lake Conservation Reserve for the land identified in Schedule 9.1B, subject to all applicable laws, including the applicable land use planning and environmental assessment processes and the *Provincial Parks and Conservation Reserves Act, 2006*.
- 9.1.28** If the recommended Provincial Park in the area of the Crotch Lake Conservation Reserve is created, it will be subject to Level 3 of Algonquin participation as set out in 9.1.6.

### **De-Regulation and Disposition of Particular Protected Areas**

- 9.1.29** The Final Agreement will provide that Ontario will not seek the approval of the Lieutenant Governor in Council, or the Legislative Assembly, as applicable, to de-regulate any part of the following Protected Areas without the prior written authorization of the Algonquins, such authorization not to be unreasonably withheld: Deacon Escarpment Recommended Conservation Reserve, if regulated as such, Petawawa Terrace Provincial Park, Westmeath Provincial Park, Ottawa River (Whitewater) Provincial Park, Crotch Lake Conservation Reserve and Lake St. Peter Provincial Park, including any future additions thereto.

## **9.2 NATIONAL PARKS, NATIONAL MARINE CONSERVATION AREAS, MIGRATORY BIRD SANCTUARIES AND NATIONAL WILDLIFE AREAS**

### **Establishment**

- 9.2.1** The Final Agreement will provide that Canada will Consult with the Algonquins in respect of the establishment of any National Park, National Marine Conservation Area, Migratory Bird Sanctuary or National Wildlife Area, within the Settlement Area.
- 9.2.2** If, after the Effective Date, any National Park or National Marine Conservation Area is established wholly or partly within the Settlement Area, the Algonquins and Canada will negotiate and attempt to reach agreement regarding:
- (a) Algonquin participation in planning and management; and
  - (b) the exercise of Harvesting rights of the Algonquins in that National Park or National Marine Conservation Area.

### **Rideau Canal National Historic Site of Canada**

- 9.2.3** Canada will provide Algonquins free access to the Rideau Canal National Historic Site of Canada for boat launching, related parking and lockage. Fees for overnight moorage, camping, and other business fees would continue to apply.
- 9.2.4** Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement on the process for Algonquin involvement in management planning related to lands associated with the Rideau Canal National Historic Site of Canada and any other lands administered by Parks Canada within the Settlement Area.
- 9.2.5** Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement to allow the Algonquins access to selected lock station sites for the purposes of constructing storyboards and picnic/rest stop facilities subject to mutually acceptable site plan agreements between Parks Canada and the Algonquins.
- 9.2.6** Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement with respect to the Harvesting by Algonquins on lands administered by Canada on the Rideau Canal National Historic Site of Canada. This discussion will also discuss the use of shelters and camps for Harvesting on lands administered by Canada on the Rideau Canal National Historic Site of Canada.

### **SCHEDULE 9.1A**

#### **Operating Parks**

Algonquin  
Bon Echo  
Bonnechere  
Driftwood  
Fitzroy  
Frontenac  
Lake St. Peter  
Murphy's Point  
Rideau River  
Samuel de Champlain  
Sharbot Lake  
Silver Lake  
Voyageur

#### **Conservation Reserves**

Boom Creek  
Boulter-Depot Creek  
Conroys Marsh  
Constant Creek Swamp and Fen  
Crotch Lake  
Deacon Escarpment (Recommended)  
Greenbough Esker  
Hawkins Property  
Hungry Lake  
Little Mississippi River  
Mellon Lake  
Mud Lake/Creek  
Silver Creek Peatland  
Snake River Marsh  
Westmeath Bog  
White Lake

#### **Non-Operating Parks**

Alexander Lake Forest  
Alexander Stewart  
Alfred Bog (Recommended)  
Amable du Fond  
Barron River  
Bell Bay  
Bissett Creek  
Bonnechere River  
Burnt Lands  
Carson Lake  
Centennial Lake  
Egan Chutes  
Egan Chutes (Waterway Class)  
Foy Property  
Grant's Creek  
Jocko Rivers  
Lower Madawaska River  
Matawatchan  
Mattawa River  
Mattawa River Addition  
Opeongo River  
Upper Madawaska River  
Petawawa Terrace  
Ottawa River (Whitewater)  
Westmeath (Bellows Bay)  
Upper Ottawa River (Recommended)

**SCHEDULE 9.1B**

Recommended Addition to Lake St Peter Provincial Park and Recommended Provincial Park (Natural Environment Class) in the area of the Crotch Lake Conservation Reserve is attached at Map "J".

## **CHAPTER 10 HERITAGE AND CULTURE**

### **DEFINITIONS**

“Ministry,” as used in this Chapter, means the Ministry of Tourism, Culture and Sport or the Ministry of Consumer Services as applicable.

#### **10.1 GENERAL**

**10.1.1** Algonquin Heritage Resources represent an important physical manifestation of ancestral and current Algonquin lifeways, traditional values, culture and knowledge for the Algonquins. The Algonquins therefore have an interest in the stewardship and conservation of these resources.

**10.1.2** The Parties acknowledge that the Report of the Ipperwash Inquiry released May 30, 2007 has made recommendations regarding burial and heritage sites and that the Ipperwash Inquiry Priorities and Action Committee has established a sub-table to address burial and heritage sites issues based upon those recommendations. The Parties will consider any outcome of the burial and heritage sites sub-table in negotiating the Final Agreement.

**10.1.3** The Final Agreement, consistent with 2.7.1, will set out the trigger, nature, scope and processes of Consultation with respect to the subject of Algonquin Heritage Resources.

#### **10.2 STEWARDSHIP AND CONSERVATION OF ALGONQUIN HERITAGE RESOURCES**

**10.2.1** Prior to the Final Agreement, the Algonquins, Canada and Ontario will discuss issues relating to the Algonquins’ role in the stewardship and conservation of Algonquin Heritage Resources in accordance with this Chapter.

#### **10.3 SHARING OF DATA**

**10.3.1** Consistent with 2.14 and 10.10, Canada and Ontario will provide appropriate Algonquin Institutions with access to data relating to Algonquin Heritage Resources within Canada’s or Ontario’s respective control or possession.

**10.3.2** Access under 10.3.1 will be in accordance with applicable legislative requirements and such data sharing agreements as are reasonably required to address such matters as the preservation of the confidentiality of any information that is not generally available to the public.

## **10.4 ARCHAEOLOGICAL FIELDWORK**

- 10.4.1** Prior to the Final Agreement, the Algonquins and Ontario will discuss issues relating to Algonquin interests in Archaeological Fieldwork within the Settlement Area, other than Federal Crown Lands, that arise during processes related to land development and use.
- 10.4.2** The Algonquins and Ontario acknowledge that any provisions in the Final Agreement concerning Archaeological Fieldwork on lands other than Federal Crown Lands will respect the interests of persons engaged in the development or other use of land within the Settlement Area, and will minimize, to the extent possible, delays or other interference in the processes related to land development or use.
- 10.4.3** The Final Agreement will provide that individuals carrying out Archaeological Fieldwork or altering an Archaeological Site on Settlement Lands after they have been transferred to an Algonquin Institution must obtain the consent of that Algonquin Institution, while it remains the owner, to carry out that work, in addition to any other authorization that may be required.
- 10.4.4** For greater certainty, 10.4.3 does not preclude the exercise of statutory powers under the *Ontario Heritage Act* or the *Funeral, Burial and Cremation Services Act, 2002*, or regulations made thereunder.

## **10.5 ARTIFACTS GENERALLY**

- 10.5.1** For greater certainty, 10.5 addresses Artifacts generally other than those more specifically addressed in 10.6, 10.7, 10.8, 10.9, and 10.10.
- 10.5.2** The Final Agreement will provide that after the Effective Date, the Minister responsible for the *Ontario Heritage Act* may, after Consultation with the Algonquins, direct that an Artifact of cultural heritage value or interest to the Algonquins, taken from the Settlement Area other than Federal Crown Lands or Federal Collections, be deposited in an Algonquin Repository or other institution as determined by the Minister to be held in trust for the people of Ontario.
- 10.5.3** Prior to the Final Agreement the Algonquins and Ontario will discuss the process, terms and conditions of the Minister's direction of the deposit of Artifacts referred to in 10.5.2 and the identification of an appropriate Algonquin Repository or other institution within the meaning of the *Ontario Heritage Act*.
- 10.5.4** A Licensed Archaeologist or Ontario may temporarily retain an Artifact in safekeeping until such time as the Minister directs that the Artifact be deposited in an Algonquin Repository or other institution.

**10.6 ALGONQUIN ARTIFACTS LOCATED IN STORAGE FACILITIES OF THE MINISTRY OF TOURISM, CULTURE AND SPORT**

**10.6.1** Prior to the Final Agreement the Minister responsible for the *Ontario Heritage Act* will:

- (a) provide the Algonquins with an inventory of Artifacts, within the meaning of that Act, from the Settlement Area located in storage facilities of the Ministry; and
- (b) enter into discussions with the Algonquins towards an agreement under which the Minister may direct that Artifacts of cultural heritage value or interest to the Algonquins, located in storage facilities of the Ministry, be deposited in an Algonquin Repository or other institution.

**10.6.2** For greater certainty, any human remains and any Artifacts associated with the human remains located within the inventory, will be addressed in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and any protocol dealing with Burial Sites under 10.8 or any protocol that specifically addresses human remains and any Artifacts associated with the human remains located within storage facilities of the Ministry.

**10.7 ALGONQUIN ARTIFACTS IN THE CANADIAN MUSEUM OF CIVILIZATION PERMANENT COLLECTION**

**10.7.1** The Final Agreement will set out the terms under which the Canadian Museum of Civilization will lend, transfer or share Algonquin Artifacts within its permanent collection to or with Algonquin Institutions.

**10.8 HUMAN REMAINS AND ARTIFACTS ASSOCIATED WITH THE HUMAN REMAINS**

**10.8.1** If, after the Effective Date, Algonquin Human Remains come into the permanent possession of the Canadian Museum of Civilization, the Canadian Museum of Civilization will, at the request of the Algonquins, transfer such Algonquin Human Remains to the Algonquins, in accordance with applicable law and federal policy.

**10.8.2** The Royal Ontario Museum has agreed that, prior to the Final Agreement, it will negotiate the transfer to an appropriate Algonquin Repository any Algonquin Human Remains and Artifacts associated with such human remains which have been excavated in the Settlement Area and which are in its possession or which may come into its possession.

**10.8.3** The Final Agreement will provide that the transfer of such Algonquin Human Remains and Artifacts associated with those human remains will take place at a time and place as agreed between the appropriate Algonquin Institution and the relevant museum.

**10.8.4** The Final Agreement will provide that the appropriate Algonquin Institution shall have responsibility for and stewardship of such Algonquin Human Remains and Artifacts associated with those human remains as are transferred to the Algonquin Repository pursuant to 10.8.1 or 10.8.2.

**10.9 BURIAL SITES**

**10.9.1** Prior to the Final Agreement, the Algonquins and Ontario will enter into discussions towards a protocol that would apply when a Burial Site is or has been discovered in the Settlement Area, other than on Federal Crown Land, but including on Provincial Crown Land, relating to:

- (a) the possibility of notice in addition to any notice under the *Funeral, Burial and Cremation Services Act, 2002*;
- (b) input from the Algonquins to the Registrar of Cemeteries and Crematoriums under the *Funeral, Burial and Cremation Services Act, 2002*, with respect to determinations of cultural affiliation and ancestry;
- (c) the identification of the Algonquin Institution or Person who will act as representative of the human remains of the Burial Site where those remains have been determined to have close cultural affinity with the Algonquins;
- (d) the rights and responsibilities of the Algonquins and Ontario with respect to the disposition of the human remains and Artifacts associated with the human remains;
- (e) registration of a cemetery within the meaning of the *Funeral, Burial and Cremation Services Act, 2002* established in the Settlement Area as a result of a Burial Site;
- (f) the closing of an established cemetery within the meaning of the *Funeral, Burial and Cremation Services Act, 2002* in the Settlement Area resulting from a Burial Site; and
- (g) such other matters as the Algonquins and Ontario may agree.



**10.9.2** Any protocol developed under 10.9.1 will take into account traditional Algonquin burial practices and the principle that the human remains are to be treated with respect, that disturbance of the remains is to be minimized, and that the preference of the Algonquins is that the human remains be reinterred in the place of discovery or in another location selected by the Algonquins.

**10.9.3** The Final Agreement may contain one or more provisions based on any protocol negotiated under 10.9.1.

**10.10 FEDERAL CROWN LAND**

**10.10.1** The Final Agreement will provide that with respect to Federal Crown Land in the Settlement Area, at the request of the Algonquins, Canada and the Algonquins will negotiate towards a protocol or protocols with respect to:

- (a) procedures when authorising Archaeological Fieldwork that may affect Algonquin rights under the Final Agreement or will affect a known Algonquin Heritage Site;
- (b) Algonquin Human Remains, and associated funerary objects, and Algonquin Burial Sites, including how said human remains or associated funerary objects will be dealt with;
- (c) Algonquin access to Algonquin Artifacts in Canada's permanent collection;
- (d) Consistent with 2.14.1, Algonquin access to information related to Algonquin Human Remains and associated funerary objects, Algonquin Heritage Sites, and Algonquin Artifacts; and
- (e) other matters as the Algonquins and Canada may agree.

**10.10.2** In the event of a dispute between Aboriginal groups regarding the subject matter of the protocol or protocols, the Aboriginal groups will resolve the issue between themselves and will provide Canada with written confirmation prior to further negotiation, finalisation and implementation of the protocol or protocols.

**10.10.3** A protocol referred to in 10.10.1 is not intended to:

- (a) form part of the Final Agreement;
- (b) be a treaty or land claim agreement; and
- (c) recognize or affirm Aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**10.11 ALGONQUIN DOCUMENTARY HERITAGE RESOURCES**

- 10.11.1** Prior to the Final Agreement, the Parties will discuss access by the appropriate Algonquin Institutions to Algonquin Documentary Heritage Resources under the custody or control of Canada or Ontario, respectively, including such matters as:
- (a) loans of original Algonquin Documentary Heritage Resources for display;
  - (b) copies of Algonquin Documentary Heritage Resources for research, cultural and study purposes; and
  - (c) the terms and conditions of access, in accordance with 2.14.1.

**10.12 FUTURE HERITAGE PRESERVATION**

- 10.12.1** Prior to the Final Agreement the Parties will undertake to explore the feasibility and potential benefits of developing comprehensive Algonquin Values Mapping for the Settlement Area, which will include the identification of areas, or potential areas, for Algonquin Heritage Resources.
- 10.12.2** The Parties acknowledge that comprehensive Algonquin Values Mapping may be subject to the appropriation of resources, and the co-ordination of information, under existing programs and services including but not limited to, native values mapping programs under the *Crown Forest Sustainability Act, 1994*, and municipal archaeological management plans.
- 10.12.3** Prior to the Final Agreement, Ontario, Canada and the Algonquins will explore the development of an Algonquin Nation Trail System, which is intended to provide a venue for recognizing and celebrating Algonquin history and culture throughout the Settlement Area and to introduce the general public to Algonquin cultural and historical sites, as well as tourist commercial attractions throughout the Settlement Area.
- 10.12.4** Canada and Ontario support in principle the Algonquins' intention to pursue Algonquin language and culturally appropriate place-names and public signage for culturally or historically significant sites, consistent with applicable legislation and policy, and municipal by-laws.

## **CHAPTER 11 SELF-GOVERNMENT**

- 11.1** The Final Agreement will address self-government arrangements for the Algonquins of Pikwàkanagàn First Nation, including the Algonquins of Pikwàkanagàn Reserve No. 163.
- 11.2** For greater certainty, the Final Agreement may provide for self-government arrangements for the Algonquins of Pikwàkanagàn First Nation in agreements or sub-agreements separate from the Final Agreement.
- 11.3** The Parties acknowledge that the Final Agreement can be concluded only if they agree on self-government arrangements for the Algonquins of Pikwàkanagàn First Nation, including the Algonquins of Pikwàkanagàn Reserve No. 163.
- 11.4** Except as may be provided with respect to the Algonquins of Pikwàkanagàn First Nation in self-government arrangements, nothing in the Final Agreement will affect any Aboriginal right of self-government that the Algonquins may have, or prevent any future negotiations among the Parties relating to self-government.

## **CHAPTER 12 TAXATION**

### **12.1 TRANSFER OF ALGONQUIN CAPITAL**

- 12.1.1** The Final Agreement will provide that a transfer under the Final Agreement of Algonquin Capital and recognition of ownership under the Final Agreement of Algonquin Capital is not taxable.
- 12.1.2** For federal and Ontario income tax purposes, Algonquin Capital will be deemed to have been acquired by the Algonquins at a cost equal to its fair market value on the latest of:
- (a) the Effective Date; and
  - (b) the date of transfer of ownership or the date of recognition of ownership, as the case may be.

### **12.2 SPECIFIED ALGONQUIN LANDS**

- 12.2.1** The Algonquins are not subject to property taxation in respect of Specified Algonquin Lands, identified in Schedule 12.2, or interests in Specified Algonquin Lands, on which there are no Improvements.
- 12.2.2** Where Specified Algonquin Lands are exempt from taxation under 12.2.1, the Algonquins, prior to the Final Agreement will enter into a financial arrangement with the appropriate government authority to cover the cost of services provided by that government authority to Specified Algonquin Lands, which financial arrangement would become effective on the date Specified Algonquin Lands are transferred to the Algonquins.
- 12.2.3** For the purposes of 12.2.1, an improvement is deemed to be on the land that is necessarily ancillary to the use of the improvement.
- 12.2.4** For greater certainty, the exemption from taxation in 12.2.1 does not apply to a taxpayer other than the Algonquins nor does it apply with respect to a disposition of Specified Algonquin Lands, or of interests in those lands, by the Algonquins.

### **12.3 TAX TREATMENT AGREEMENT**

- 12.3.1** The Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date.
- 12.3.2** The tax treatment agreement will address:
- (a) the tax treatment of Algonquin settlement trusts which may be established by the Algonquins and which will not be subject to income tax provided that certain terms and conditions are met;

- (b) the tax treatment of certain transfers of Algonquin Capital between Algonquin Institutions, which will not be taxable provided that certain terms and conditions are met;
- (c) matters relating to the amendment, term and renewal of the tax treatment agreement; and
- (d) other matters agreed to by the parties.

**12.3.3** Canada and Ontario will recommend to Parliament and the Legislative Assembly of Ontario, respectively, that the tax treatment agreement be given effect and force of law by federal and provincial legislation.

**12.3.4** The tax treatment agreement will not be part of the Final Agreement, will not be a land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*, and will not create Aboriginal or treaty rights within the meaning of section 35 of the *Constitution Act, 1982*.

#### **12.4 INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION**

**12.4.1** Following the conclusion of this Agreement-in-Principle and prior to the conclusion of the Final Agreement, the Parties will negotiate and attempt to reach agreement on transitional measures in respect of the application of section 87 of the *Indian Act*.

**12.4.2** Subject to 12.4.1, section 87 of the *Indian Act* will have no application to any Beneficiary, Algonquin Institution or Settlement Lands as of the Effective Date.

#### **12.5 OTHER MATTERS**

**12.5.1** The Final Agreement may address other matters in respect of taxation as may be agreed to by the Parties and may address taxation matters resulting from negotiations, as contemplated by Chapter 11, regarding self-government.

## **SCHEDULE 12.2**

### **SPECIFIED ALGONQUIN LANDS**

**If you are an Algonquin Voter** you can book an appointment to see the Descriptive Plans of the Specified Algonquin Lands by contacting your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office toll free at 1-855-735-3759 or 613-735-3759 or at the following email address: [algonquins@nrtco.net](mailto:algonquins@nrtco.net).

**If you are a member of the public** you can book an appointment to see the Descriptive Plans of the Specified Algonquin Lands by contacting the Ontario Information Centre toll free at 1-855-690-7070 or 613-732-8081 or at the following email address: [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca).

#### **Parcel**

91G: indicated on Map "H"

96 I indicated on Map "G"

350 indicated on Map "H"

## **CHAPTER 13 DISPUTE RESOLUTION**

### **13.1 GENERAL**

**13.1.1** For the purpose of this Chapter the “Parties” means those of the Parties involved in a Dispute.

**13.1.2** Each Party will use all reasonable efforts to prevent or, alternatively, minimize Disputes with the other Parties.

**13.1.3** Where there is a Dispute, the Parties agree to meet and attempt to resolve the Dispute amicably without litigation. The Parties will use all reasonable efforts to resolve the Dispute in:

- (a) an expeditious and cost-effective manner; and
- (b) a non-adversarial, collaborative and informal atmosphere.

### **13.2 PROCEDURE**

**13.2.1** Unless the Parties agree in writing otherwise, the Parties shall use the procedure set out in this Chapter.

**13.2.2** If there is a Dispute that cannot be resolved by the Parties within sixty (60) days from the first meeting contemplated in 13.1.3, any Party may invoke this Dispute resolution procedure by giving written notice to the other Party or Parties and designating a representative with appropriate authority to negotiate a resolution of the Dispute.

**13.2.3** Upon receipt of the notice referred to in 13.2.2, the Parties shall, within five (5) business days of the receipt of that notice, designate their representative(s) with appropriate authority to negotiate a resolution of the Dispute.

**13.2.4** Within ten (10) business days of the designation of representatives, those representatives shall enter into negotiations to attempt to resolve the Dispute.

**13.2.5** If within thirty (30) business days after the first meeting of the designated representatives, the Parties have failed to resolve the Dispute or to agree to extend the time for the representatives to resolve the Dispute, the Parties will appoint a mediator, in accordance with this Chapter.

### **13.3 MEDIATION**

**13.3.1** The following rules shall apply to a mediation:

- (a) the Parties shall jointly select a mediator, if possible;

- (b) if the Parties are unable to agree upon the choice of a mediator, the Parties shall apply to the Court to have a mediator appointed;
- (c) the Parties shall meet with the mediator as soon as possible following the selection or appointment of the mediator;
- (d) each of the Parties shall bear its own costs for its participation in the mediation; and
- (e) the Parties shall equally share the costs of the mediator and associated mediation process costs.

## **13.4 ARBITRATION**

**13.4.1** If the Parties are unable to resolve the Dispute within sixty (60) business days of the first meeting with the mediator, or within such other time as the Parties may agree upon in writing, the Parties may agree in writing to submit the Dispute to arbitration, including an agreed description of the issues in the Dispute and the jurisdiction of the arbitrator.

**13.4.2** Where the Parties agree to submit a Dispute to arbitration, the following rules shall apply unless the Parties otherwise agree in writing:

- (a) the Parties shall jointly select an arbitrator, if possible;
- (b) if the Parties are unable to agree upon the choice of an arbitrator, the Parties shall apply to the Court to have an arbitrator appointed;
- (c) the Parties shall endeavour to agree on the procedure to be followed in the arbitration;
- (d) if the Parties cannot agree on the procedure within fifteen (15) business days of the appointment of an arbitrator, the procedure shall be determined by the arbitrator;
- (e) the arbitrator shall issue a written decision within thirty (30) business days of the completion of the arbitration hearing and shall provide copies of the written decision to each of the Parties; and
- (f) unless otherwise agreed or otherwise ordered by the arbitration decision,
- (g) each of the Parties shall bear its own costs for its participation in the arbitration; and
- (h) the Parties shall equally share the costs of the arbitrator and associated arbitration process costs.



- 13.4.3** The decision of the arbitrator shall be final and binding on the Parties to the arbitration and shall be subject to appeal or review by the Court in accordance with Provincial Law.
- 13.4.4** For greater certainty, the arbitrator is not a federal board, commission or other tribunal under section 18 of the *Federal Courts Act*.
- 13.4.5** Nothing in this Chapter shall preclude a Party or Parties from seeking an injunction or similar relief in the case of urgency or the risk of irreparable harm to a right of a Party or Parties under the Final Agreement.

## **CHAPTER 14 IMPLEMENTATION**

### **14.1 SHARED COMMITMENTS**

- 14.1.1** The Parties are committed to implementing the Final Agreement by carrying out their respective obligations and activities under the Final Agreement.
- 14.1.2** The Parties will, before the initialling of the Final Agreement, develop an Implementation Plan to guide the implementation of the Final Agreement.

### **14.2 IMPLEMENTATION PLAN**

- 14.2.1** The Implementation Plan will:
- (a) identify the obligations of the Parties in the Final Agreement, the costs associated with discharging those obligations, who will pay those costs, the activities to be undertaken to fulfill these obligations, the Party responsible to undertake the identified activities and the timelines including when the activities will be completed;
  - (b) specify how the Implementation Plan may be amended; and
  - (c) address other matters agreed to by the Parties.
- 14.2.2** The Implementation Plan will not:
- (a) form part of the Final Agreement;
  - (b) be a contract among the Parties;
  - (c) be a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
  - (d) recognize or affirm Aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
  - (e) create legal obligations that are binding on the Parties;
  - (f) alter any rights or obligations set out in the Final Agreement;
  - (g) preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the Implementation Plan; or
  - (h) be used to limit, expand or interpret the provisions of the Final Agreement.

**14.2.3** The Implementation Plan will have a term of ten (10) years from the Effective Date and may be extended for any additional period as agreed to in writing by the Implementation Committee.

**14.2.4** For greater certainty the Implementation Plan will include an agreed upon timetable for the transfer of Settlement Lands to an Algonquin Institution.

**14.3 IMPLEMENTATION COMMITTEE**

**14.3.1** No later than sixty (60) days prior to the Effective Date, the Parties will establish a tripartite Implementation Committee.

**14.3.2** The Parties will each appoint one member as their representative to the Implementation Committee, and each member of the Implementation Committee shall report to and take direction from the Parties.

**14.3.3 The Implementation Committee will:**

- (a) monitor the progress and implementation of the Final Agreement, the Tax Treatment Agreement, the Implementation Plan and any other ancillary agreements;
- (b) identify any issues or challenges arising from the implementation of the Final Agreement and provide advice and recommendations to the Parties on ways the implementation of the Final Agreement can be improved;
- (c) provide advice and recommendations to the Parties with respect to proposed amendments to the Final Agreement;
- (d) operate for the term of the Implementation Plan, including any extensions to the term of the Implementation Plan as agreed to by the Parties in accordance with 14.2.3 or 14.3.7;
- (e) attempt to resolve implementation issues informally to prevent or minimize Disputes prior to invoking Chapter 13;
- (f) establish the procedures and rules to govern the Implementation Committee;
- (g) meet annually or more often as required;
- (h) seek advice or support as required;
- (i) establish working groups as appropriate;
- (j) make decisions by unanimous agreement;

- (k) amend the Implementation Plan as directed by the Parties;
- (l) ensure that annual reports on the implementation of the Final Agreement are prepared and submitted to the Parties; and
- (m) address any other matters as directed by the Parties.

**14.3.4** The Implementation Committee will submit an annual report starting on the first anniversary of the Effective Date on the activities set out in 14.3.3 and on any other matters as agreed to by the Parties.

**14.3.5** The Parties will make the annual reports referred to in 14.3.4 publicly available.

**14.3.6** Canada will be responsible for publishing the annual report.

**14.3.7** In the 10<sup>th</sup> year following the Effective Date, the annual report will consider whether the activities set out in the Implementation Plan have been completed and if the Implementation Plan should be extended.

#### **14.4 COSTS OF IMPLEMENTATION COMMITTEE**

**14.4.1** Ontario and Canada shall be responsible for the costs of the participation of their members on the Implementation Committee.

**14.4.2** Ontario and Canada will pay an amount of funding to be agreed for the reasonable costs associated with the Algonquins' participation in the Implementation Committee.

**14.4.3** Any costs associated with the Algonquins' participation in the Implementation Committee incurred beyond the agreed funding provided under 14.4.2, will be the responsibility of the Algonquins.

## **CHAPTER 15 RATIFICATION PROCESS FOR THIS AGREEMENT-IN- PRINCIPLE**

### **15.1 ENTITLEMENT TO BE ENROLLED AS A VOTER**

**15.1.1** An Applicant is entitled to be registered as an Algonquin Voter in the ratification of this Agreement-in-Principle if that person is eighteen (18) years of age or more on or before February 1, 2013, applies to be registered as an Algonquin Voter, and meets the criteria for eligibility in Chapter 3 except for the exclusion in 3.2.1(b) and, where necessary, has been certified pursuant to 3.1.1 (a)(i) and (ii) and 15.5.

### **15.2 RATIFICATION OF AGREEMENT-IN-PRINCIPLE**

**15.2.1** The purpose of the Ratification Vote on this Agreement-in-Principle is to provide an indication of support for this Agreement-in-Principle and negotiations towards the Final Agreement.

**15.2.2** The ratification of this Agreement-in-Principle shall have no legal effect and this Agreement-in-Principle, once ratified, shall have no legal status.

**15.2.3** A registered Algonquin Voter is eligible to cast a vote pursuant to the rules and procedures established in the Ratification Process Appendix attached as Appendix 15.2.

**15.2.4** This Agreement-in-Principle shall be considered to be ratified if a majority of the Algonquin Voters who cast their ballots vote in favour of this Agreement-in-Principle. Failure to ratify this Agreement-in-Principle may result in the termination of negotiations. The Parties shall, in any case, assess the results of the vote to determine the likely success of further negotiations.

### **15.3 RATIFICATION COMMITTEE**

**15.3.1** The Parties will establish a Ratification Committee as soon as practicable prior to the Ratification Vote to supervise the implementation and conduct of the ratification process. It shall be composed of two individuals selected by the Algonquins, an individual selected by Ontario, an individual selected by Canada and a chairperson approved by the Parties. Decisions of the Ratification Committee shall be by consensus and failing consensus by majority vote.

**15.3.2** No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards a Final Agreement is eligible to be appointed to the Ratification Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Ratification Committee.

- 15.3.3** Nothing in 15.3.2 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Ratification Committee regarding its role.
- 15.3.4** The Ratification Committee shall be established when all of the appointments to the Ratification Committee have been made.
- 15.3.5** Once established, the Ratification Committee shall conduct the ratification process pursuant to this Chapter and Appendix 15.2.
- 15.3.6** As soon as possible, the Ratification Committee shall give public notice of the ratification process.
- 15.3.7** The Parties may agree in writing to establish an additional period of enrolment in order to provide a reasonable opportunity for all eligible Algonquin Voters to enrol.
- 15.3.8** Where the Parties have agreed to an additional phase of enrolment pursuant to 15.3.7, all time periods established by this Chapter for enrolment and protests shall apply with necessary changes.
- 15.4 APPLICATION TO BE ON THE VOTERS LIST**
- 15.4.1** All Applicants must complete and file an application form with the Ratification Committee as set out in the Appendix 15.2.
- 15.4.2** Applicants must demonstrate on the application form that they meet the Eligibility Criteria as set out in Chapter 3 except for the exclusion in 3.2.1(b).
- 15.5 ASSESSMENT OF APPLICATIONS**
- 15.5.1** The Ratification Committee shall retain an enrolment officer satisfactory to the Parties to certify the Direct Lineal Descent and membership in an Algonquin Collective criteria pursuant to 3.1.1(a)(i) and (ii). For this purpose the enrolment officer may rely on previous directly applicable work by that enrolment officer, or analysis done by another person who is considered qualified by the enrolment officer, where the enrolment officer has verified that analysis.
- 15.5.2** In certifying that an Applicant meets the criteria of 3.1.1(a)(ii), the enrolment officer is required to certify the existence of:
- (a) one or more Major Life Events of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor, or

- (b) other evidence of residence of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor in Ontario within the Algonquin Territory after July 15, 1897 and prior to June 15, 1991.

**15.5.3** The Ratification Committee shall place the Applicant's name on a Preliminary Voters List provided the application form meets the requirements referred to in 15.4.2. The Ratification Committee shall rely upon the preliminary list of Algonquin Ancestors and the certification of the enrolment officer in assessing the criteria pursuant to 3.1.1 (a)(i) and (ii).

**15.5.4** Where the enrolment officer is unable to certify either of the criteria pursuant to 3.1.1 (a)(i) and (ii) due to his or her inability to evaluate genealogical evidence during the time available, the Applicant shall be notified that he or she cannot be placed on the Preliminary Voters List and his or her application form and supporting information shall be evaluated for purpose other than the ratification of this Agreement-in-Principle after the ratification vote.

**15.5.5** Where the Ratification Committee receives an application which asserts that a name is missing from the preliminary list of Algonquin Ancestors, the Ratification Committee shall refer the Applicant to the Algonquin Negotiation Representatives to be addressed pursuant to the terms of the Algonquin Protocol, attached as Schedule 15.5.

**15.5.6** The Preliminary Voters List shall indicate either:

- (a) the Algonquin Collective with which the Applicant has identified a Cultural or Social Connection, and the Algonquin Ancestor or Ancestors from whom the Applicant has demonstrated Direct Lineal Descent; or
- (b) that the Applicant is a member of the Algonquins of Pikwàkanagàn First Nation.

**15.5.7** The Ratification Committee shall post the Preliminary Voters List in places and in the manner set out in Appendix 15.2.

## **15.6 PROTESTS**

**15.6.1** An Applicant whose name does not appear on the Preliminary Voters List may protest the omission of his or her name from the Preliminary Voters List within thirty (30) days of its posting by providing written reasons for the protest, and any supporting documentation, to the Ratification Committee.

- 15.6.2** Any person on the Preliminary Voters List may protest the inclusion or omission of the name of any Applicant on or from the Preliminary Voters List within thirty (30) days of its posting by providing written reasons for the protest, and any supporting documentation, to the Ratification Committee.
- 15.6.3** The Ratification Committee shall give notice of the protest, including the protester's reasons and any supporting documentation, to the Parties to the protest and, if the protest relates to the criteria in 3.1.1 (a)(i) and (ii), to the enrolment officer retained under 15.5.1.
- 15.6.4** The Ratification Committee shall refer all protests, including all relevant information, to the Review Committee.
- 15.6.5** The Ratification Committee shall prepare, certify and post a Final Voters List within seventy-five (75) days of the posting of the Preliminary Voters List.

**15.7 REVIEW COMMITTEE**

- 15.7.1** All protests shall be determined by a Review Committee consisting of no fewer than five (5) persons over the age of eighteen (18), a quorum of which is a panel of three (3).
- 15.7.2** The Review Committee shall be appointed by the Algonquins after consultation with Canada and Ontario.
- 15.7.3** The Review Committee shall appoint its chair, whose responsibilities will include striking Review Committee panels.
- 15.7.4** Where the chair of the Review Committee determines that:
- (a) a quorum cannot be struck because three members of the Review Committee cannot be identified who are not members of a community represented by an Algonquin Negotiation Representative from which a protester or person protested is also a member; or
  - (b) there would be a reasonable apprehension of bias on the part of Algonquins who are members of the Review Committee;

a protest may be dealt with by a single member of the Review Committee where that member is a retired judge of the Superior Court of Ontario or the Federal Court.



- 15.7.5** The Review Committee, in considering a protest concerning criteria in 3.1.1 (a)(i) and (ii), shall retain a genealogist, and may retain such other advisers or experts as appropriate other than the enrolment officer referred to in 15.5.1.
- 15.7.6** No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards an Algonquin Treaty is eligible to be appointed to or to advise the Review Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Ratification Committee.
- 15.7.7** Nothing in 15.7.6 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Review Committee regarding its role.
- 15.7.8** In considering protests, the Review Committee may:
- (a) reject a protest if in the opinion of the Review Committee:
    - i. the person making the protest lacks standing to make a protest;
    - ii. the protest does not contain grounds that could, if proven, lead to a successful protest, or
    - iii. the protest is frivolous or vexatious;
  - (b) determine that further information or evidence is required before the protest can be heard, and so inform the person making the protest;
  - (c) convene a hearing into the protest.
- 15.7.9** Where the Review Committee has convened a hearing into a protest, all Parties to the protest, and the enrolment officer retained under 15.5.1, shall be provided an opportunity to make further submissions to respond to objections made to the inclusion or omission of an individual's name on the Preliminary Voters List. The Review Committee shall not overturn a decision of the Ratification Committee to accept or reject an Applicant approved by the Ratification Committee in the absence of a palpable and overriding error by the Ratification Committee or an Appeal Board that determined that an ancestor of the Applicant was an Algonquin Ancestor, fraud in any application, or new evidence that was not available to the Ratification Committee or the Appeal Board that determined that an ancestor of the Applicant was an Algonquin Ancestor.

- 15.7.10** In considering a protest, the Review Committee shall rely on the Eligibility Criteria as set forth in Chapter 3 except for the exclusion in 3.2.1(b). The Review Committee may order the Ratification Committee to delete a name from the preliminary list of Algonquin Ancestors but has no authority to order the addition of a name to such list.
- 15.7.11** The Review Committee shall consider all protests and shall make a final determination within seventy (70) days of the posting of the Preliminary Voters List.
- 15.7.12** The decision of the Review Committee respecting protests shall be final and shall be sent, along with written reasons for its decisions, to all Parties to the protest and to the Ratification Committee.
- 15.7.13** The decision of the Review Committee shall be implemented by the Ratification Committee.
- 15.7.14** Decisions of the Ratification Committee or of the Review Committee are not determinative for the enrolment of Beneficiaries under Chapter 3 of this Agreement-in-Principle.
- 15.7.15** Where the Parties have agreed to an additional phase of enrolment pursuant to 15.3.7:
- (a) the protest provisions in 15.6 shall apply to all names included on or omitted from the Preliminary Voters List that is posted following the additional phase of enrolment, whether or not that name was included or omitted during the first or second phase of enrolment, unless a previous protest in relation to that name was disposed of by the Review Committee pursuant to 15.7.11, and
  - (b) any protests that have been made in respect of Algonquin Ancestors following the first phase of enrolment may be adjourned, with the consent of the protester, to be heard following the completion of the second phase of enrolment and during the period established for hearing protests from the second phase of enrolment.

## **15.8 RULES AND PROCEDURES**

- 15.8.1** The rules and procedures for voting in the ratification of this Agreement-in-Principle are set out in the Appendix 15.2.
- 15.8.2** The Parties may amend any time period or deadline provided for under this Chapter or Appendix 15.2 by written agreement.

**15.9 COSTS**

**15.9.1** Ontario and Canada will pay a previously agreed amount of funding for the reasonable costs associated with the ratification process described in this Chapter.

**15.9.2** Any cost associated with the ratification process described in this Chapter, beyond the approved funding provided under 15.9.1, will be the responsibility of the Algonquins.

## **SCHEDULE 15.5**

### **PROTOCOL FOR CONSIDERATION OF POTENTIAL ADDITIONS TO SCHEDULE OF ALGONQUIN ANCESTORS**

1. Where an Applicant seeks to enrol under Chapter 15 of the Agreement-in-Principle on the basis of Direct Lineal Descent from a person who the Applicant believes is an Algonquin Ancestor but who is not on the preliminary list of Algonquin Ancestors, the Applicant will be given an opportunity to make submissions to the Algonquin Negotiation Representatives (“ANRs”) as to why the proposed name should be added to that preliminary list of Algonquin Ancestors.
2. All applications to add a name to the Schedule of Algonquin Ancestors must be supported by one or more historic records or documents that demonstrate that the proposed ancestor meets the definition of Algonquin Ancestor in the Agreement-in-Principle, the relevant portion of which reads:

“Algonquin Ancestor” means a person who was born on or before July 15, 1897 and identified in an historic record or document dated on or before December 31, 1911, in such a way that it would be reasonable to conclude that the person was considered to be an Algonquin or Nipissing, or a full sibling of such a person. A preliminary list of Algonquin Ancestors agreed to by the Parties is included in Appendix 3.1. In this definition, a “full sibling” of a person is a sibling having the same natural mother and natural father as that person.
3. The ANRs shall review the applications, may conduct their own research and shall, unless otherwise agreed by them, engage a researcher to supplement the historic records or documents provided by the Applicant and provide a report on the merits of the application.
4. The ANRs may, in their discretion, convene a hearing to examine the historic records or documents in their possession regarding the Application to add the proposed name to the preliminary list of Algonquin Ancestors, and shall give notice to any persons who in their judgement may be affected by the decision whether or not to add the proposed name to the preliminary list of Algonquin Ancestors.
5. The ANRs shall:
  - (a) review the Application and all supporting material submitted with the Application;
  - (b) review any research conducted under paragraph 3;

- (c) consider any submissions made by the Applicant and any other person regarding the application; and,
  - (d) reach a conclusion on whether the person from whom the Applicant claims Direct Lineal Descent was or was not an Algonquin Ancestor.
- 6. Any conclusion on whether the person from whom the Applicant claims Direct Lineal Descent was or was not an Algonquin Ancestor shall be made by a quorum of the ANRs.
- 7. Any Algonquin Negotiation Representative whose participation in the review of the application under this Protocol may give rise to a reasonable apprehension of bias shall not participate in the review.
- 8. Where a quorum of the ANRs cannot be struck because of a reasonable apprehension of bias, the ANRs shall refer the Application to a retired judge of the Superior Court of Ontario or the Federal Court.
- 9. The conclusion of the ANRs or the retired judge, as the case may be, shall be conveyed in writing to the Applicant and to Ontario and Canada, with reasons for that conclusion as soon as practicable.
- 10. Where information concerning a potential Ancestor comes to the attention of an Algonquin Negotiation Representative, the ANRs can apply the process above with necessary modifications. An Algonquin Negotiation Representative who acts in place of an Applicant shall not be part of the review of the Application.

## **CHAPTER 16 RATIFICATION OF THE FINAL AGREEMENT**

### **16.1 GENERAL**

- 16.1.1** The Final Agreement will be submitted to the Parties for consideration of ratification after the chief negotiators for the Algonquins, Ontario and Canada have initialled it.
- 16.1.2** The Algonquins must ratify the Final Agreement in accordance with this Chapter before it is considered for ratification by Ontario and Canada.
- 16.1.3** The Final Agreement will be legally binding once it has been ratified by all Parties in accordance with the ratification provisions of the Final Agreement, which shall be based on this Chapter.

### **16.2 RATIFICATION BY THE ALGONQUINS**

- 16.2.1** Ratification of the Final Agreement by the Algonquins will require:
- (a) a successful ratification vote by the Algonquins in accordance with the provisions of the Final Agreement; and
  - (b) that the Final Agreement be signed by the Algonquin Negotiation Representatives or their successors.

### **16.3 RATIFICATION BY ONTARIO**

- 16.3.1** Ratification of the Final Agreement by Ontario will require:
- (a) that the Final Agreement be signed by the Minister of Aboriginal Affairs; and
  - (b) the coming into force of the Provincial Implementation Legislation.

### **16.4 RATIFICATION BY CANADA**

- 16.4.1** Ratification of the Final Agreement by Canada will require:
- (a) that the Final Agreement be signed by the Minister of Indian Affairs and Northern Development; and
  - (b) the coming into force of the Federal Implementation Legislation.

### **16.5 RATIFICATION COMMITTEE**

- 16.5.1** The Ratification Committee shall supervise the implementation and conduct of the Final Agreement ratification process.

**16.6 FINAL AGREEMENT VOTERS LIST**

**16.6.1** The Final Agreement will set out the way in which the Ratification Committee shall establish a Preliminary Voters List and a Final Voters List for the Final Agreement ratification process.

**16.6.2** The Ratification Committee shall post the Final Agreement Preliminary Voters List in places and in the manner set out in the Ratification Process Appendix.

**16.6.3** The Ratification Committee shall prepare, certify and post a Final Agreement Voters List within seventy-five (75) days of the posting of the Final Agreement Preliminary Voters List.

**16.7 PROTESTS**

**16.7.1** The Final Agreement will provide for a process to address protests from enrolment decisions of the Ratification Committee, and will describe the body or person who shall hear such protests.

**16.7.2** The Final Agreement shall set out the criteria under which a protest may be made, and shall require, at a minimum, that a person making a protest shall have the right to introduce, and have considered, any record or document referred to in the definition of Algonquin Ancestor, whether or not it was considered by the Appeal Board, Ratification Committee, Review Committee or other such committee or board that has been responsible for the enrolment of Algonquins and the identification of Algonquin Ancestors.

**16.8 RULES AND PROCEDURES**

**16.8.1** The rules and procedures for voting in the ratification of the Final Agreement shall be set out in a Final Agreement ratification process Schedule that is to be developed by the Parties following this Agreement-in-Principle.

**16.9 PROCESS FOR ALGONQUIN RATIFICATION VOTE**

**16.9.1** The Ratification Committee will:

- (a) establish rules, consistent with the provisions of this Chapter, for the conduct of the Algonquin ratification vote;
- (b) set the date or dates of the Algonquin ratification vote;
- (c) determine the location of polling stations; and

- (d) oversee the preparation for and conduct of the Algonquin ratification vote.

**16.9.2** The Algonquin ratification vote will be:

- (a) by secret ballot; and
- (b) held on the date or dates agreed to by the Parties.

**16.9.3** The rules governing the Algonquin ratification vote, as set out in the Final Agreement ratification process may provide for advance voting by means other than voting at polling stations.

## **16.10 INFORMATION CAMPAIGN**

**16.10.1** The Ratification Committee will prepare and distribute information respecting the application process for Algonquin Voters and the Algonquin ratification vote, including:

- (a) the eligibility criteria for Algonquin Voters;
- (b) the Algonquin Voter application process;
- (c) the dates and times for any advance voting;
- (d) the date or dates of the Algonquin ratification vote; and
- (e) the location of the polling stations.

**16.10.2** The Final Agreement will provide for meetings as appropriate to allow the Algonquin negotiation team a reasonable opportunity to review the Final Agreement with Algonquin Voters.

**16.10.3** Any Party may undertake information campaigns as part of their respective ratification processes.

## **16.11 REPORTING**

**16.11.1** The Ratification Committee will receive and tabulate all ballots from the Algonquin ratification vote and publish the results in locations and by means it considers appropriate, showing:

- (a) the total number of ballots cast;
- (b) the total number of ballots approving the Final Agreement;
- (c) the total number of ballots not approving the Final Agreement;



- (d) the total number of ballots spoiled or rejected; and
- (e) any other information that may be prescribed by the Final Agreement.

**16.11.2** The Ratification Committee will:

- (a) retain all documents related to the ballot;
- (b) keep a record of all events and decisions related to the Algonquin ratification vote;
- (c) prepare and provide to the Parties a written report on the outcome of the vote to ratify the Final Agreement within 30 days of the last day of voting, or such other time as the Parties agree;
- (d) make the documentation referred to in (a) and (b) available to the Parties upon request; and
- (e) within six (6) months after the completion of the Algonquin ratification vote transfer all the documentation to the National Archives of Canada.

**16.11.3** The Parties are entitled to have access to, and to make copies of, the documentation referred to in 16.11.2(b).

**16.11.4** The National Archives of Canada will not destroy or dispose of the documentation referred to in 16.11.2(b), in whole or in part, without prior written notice to the Parties.

**16.12 COSTS**

**16.12.1** Ontario and Canada will pay the reasonable costs of the Algonquin enrolment process and the Final Agreement ratification process as agreed by the Parties.

**APPENDIX 3.1**

The preliminary list of Algonquin Ancestors will be finalized prior to the Ratification Vote.

## **APPENDIX 15.2**

### **PART 1 PURPOSE**

- 1.1** The purpose of this Ratification Process Appendix (“this Appendix”) is to describe the ratification voting rules and procedures Algonquin Voters will use to ratify the Agreement-in-Principle (referred to hereafter as “AIP”).

### **PART 2 DEFINITIONS**

- 2.1** Any term defined in the AIP has the same meaning in this Appendix, unless otherwise indicated.
- 2.2** In this Appendix:
- “Application Form” means Form 1;
- “Ballot” means Form 2;
- “Ballot Question” means the question asked of the Algonquin Voters as it appears in Form 2;
- “Community” means a community represented by an Algonquin Negotiation Representative;
- “Community Ratification Officer” means each of the persons described in section 8 of this Appendix;
- “Form” means a form attached to this Appendix;
- “Notice of Vote” means Form 3;
- “Ratification Committee” means the committee established by section 15.3.1 of Chapter 15 of the AIP;
- “Ratification Process” means the process set out in this Appendix;
- “Ratification Vote” means a vote by the Algonquin Voters on the Ballot Question according to the Ratification Process;
- “Ratification Vote Manager” means the person to be engaged pursuant to section 7 of this Appendix;
- “Voters List” means the list of persons entitled to cast a Ballot in the Ratification Vote, containing the names of Algonquin Voters and the additional information required by section 15.5.6 of Chapter 15 of the AIP;

“Voting Days” means the period of days set by the Ratification Committee for holding all Ratification Votes pursuant to this Appendix, and “Voting Day” means one of the Voting Days; and

“Voting Station” means a location where the Ratification Vote is to take place.

### **PART 3 INTERPRETATION**

- 3.1** When calculating time, a reference to a number of days between two events is calculated by excluding the day on which the first event happens and including the day on which the second event happens.
- 3.2** Unless otherwise clear from the context, wherever the singular is used, it will include the plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the feminine, and the use of the feminine includes the masculine.
- 3.3** Except as otherwise provided in this Appendix, this Appendix will be interpreted in accordance with the *Interpretation Act*, R.S.C. 1985, c. I-21, every amendment to it, every regulation made under it and any law enacted in substitution or in replacement of it.

### **PART 4 RESOLUTION**

- 4.1** After consultation with Ontario and Canada, the Algonquins of Ontario will, in accordance with the Terms of Reference for Algonquin Negotiation Representatives dated September 26, 2005, pass a Resolution to:
- (a) order that the Ratification Vote be held in accordance with Chapter 15 of the AIP and this Appendix;
  - (b) confirm the Voting Days; and
  - (c) identify the location of the Voting Stations;

### **PART 5 NOTICE OF VOTE**

- 5.1** At least sixty (60) days prior to the Voting Day, the Ratification Vote Manager will:
- (a) post the Notice of Vote in Form 3 and the Voters List in at least one conspicuous place in each Community and in such other locations where a significant number of Algonquin Voters reside, as he or she may determine; and

- (b) advertise the Notice of Vote and Voters List in such publications and other media outlets in locations where a significant number of Algonquin Voters reside, as he or she may determine.

**5.2** A Notice of Vote will contain the following information:

- (a) the dates, places and times of the Ratification Vote;
- (b) the Ballot Question;
- (c) the locations of the Voting Stations and the Voting Day for each Voting Station;
- (d) instructions for obtaining a copy of the AIP and the other documents referred to in section 10.1;
- (e) the name of the Ratification Vote Manager and his or her contact information;
- (f) the dates, times and places for the joint information presentations;
- (g) the eligibility requirements to vote;
- (h) the procedure to verify that the Algonquin Voter's name is on the list and the process to correct any typographical errors in the Voters List; and,
- (i) information on when and where the votes will be counted.

**5.3** At least sixty (60) days prior to the commencement of the Voting Days, the Ratification Vote Manager will mail or deliver the Notice of Vote to all Algonquin Voters for whom an address has been provided.

## **PART 6 CHANGE OF VOTING DAY**

**6.1** The Ratification Vote Manager may delay the Voting Day at a Voting Station in a Community by up to ten (10) days if the weather on the Voting Day prevents safe transportation of Algonquin Voters to that Voting Station, or an unforeseen situation arises, which the Ratification Vote Manager considers a reasonable and significant reason to delay the Voting Day.

- 6.2** When the Ratification Vote Manager delays the Voting Day under section 6.1 of this Appendix, the Ratification Vote Manager will post a notice of the change in Voting Day in public places, on the website of the Algonquins of Ontario, on a Community website, if the Community has a website, and at the Voting Station where it can be read by Algonquin Voters and, if possible, in one or more newspapers at least four (4) days prior to the replacement Voting Day.

**PART 7 RATIFICATION VOTE MANAGER**

- 7.1** The Ratification Committee will as soon as practicable engage a person approved by the Parties to act as the Ratification Vote Manager, who will be responsible for the implementation and conduct of the Ratification Process and in possession of the powers necessary for these functions.
- 7.2** The Ratification Vote Manager will report to, and take direction from, the Ratification Committee.

**PART 8 COMMUNITY RATIFICATION OFFICERS**

- 8.1** The Ratification Committee shall contract Community Ratification Officers with the qualifications set out by the Ratification Committee to assist the Ratification Vote Manager to conduct the Ratification Process in each Community.
- 8.2** The Ratification Vote Manager will supervise and provide direction to the Community Ratification Officers on the conduct of the Ratification Vote, and may delegate his or her procedural duties to the Community Ratification Officers.
- 8.3** The Ratification Vote Manager will identify the Community Ratification Officer hired, and the Community and the Voting Station for which he or she is responsible, by completing Form 4 and submitting it to the Parties.
- 8.4** Every Community Ratification Officer will attend at least one (1) training session to be conducted by the Ratification Vote Manager.
- 8.5** Each Community Ratification Officer will ensure that orderly voting is maintained at the Voting Station on Voting Day in the Community where they are contracted.
- 8.6** All Community Ratification Officers will be trained and qualified according to the standards set out, in writing, by the Ratification Committee and will execute their duties in accordance with this Appendix.

**PART 9 RATIFICATION VOTE INFORMATION SESSIONS**

- 9.1** The Ratification Vote Manager will hold at least one (1) information session in each of the Communities, and at such other locations as deemed necessary by the Ratification Vote Manager, not later than thirty (30) days after posting the Notice of Vote to discuss the Ratification Process and to permit the Algonquin negotiation team to provide information to Algonquin Voters regarding the AIP.
- 9.2** The Ratification Vote Manager and the Community Ratification Officers from that Community or other Communities in that region will attend the information session in that region to answer enquiries about the Ratification Process.
- 9.3** Representatives of Ontario and Canada may attend the information sessions referred to in section 9.1, and may provide information to Algonquin Voters regarding the AIP, but shall not attend any portion of the information sessions that are subject to solicitor-client privilege.
- 9.4** Each Community Ratification Officer will hold at least one (1) information session on the Ratification Process in his or her Community at least twenty-one (21) days after posting the Notice of Vote to discuss the Ratification Process.

**PART 10 INFORMATIONAL MATERIALS**

- 10.1** The Ratification Committee will take reasonable steps to provide to each of the Algonquin Voters not later than ninety (90) days prior to the commencement of the Voting Day, a copy of each of the following documents:
- (a) the AIP;
  - (b) a plain language summary of the AIP approved by the Parties; and
  - (c) one or more letters from the Algonquin negotiation team regarding the AIP.
- 10.2** The Ratification Committee will take reasonable steps to inform Algonquin Voters about the Ratification Vote in respect of the AIP by publishing such advertisements in news publications as it may deem necessary to ensure that potential Algonquin Voters are reasonably informed about the Ratification Vote, the basis of eligibility to be an Algonquin Voter and other matters related to the Ratification Vote. All advertisements shall be prepared in consultation with the Parties.

- 10.3** The Ratification Committee may commission other informational materials to inform Algonquin Voters about the Ratification Vote in respect of the AIP, such as DVDs, newsletters, secure websites, brochures and such other informational materials as the Ratification Committee, in consultation with the Parties, may determine.

**PART 11 RATIFICATION PROCESS**

- 11.1** The Ratification Vote at each Voting Station will take place on the Voting Day for that Voting Station that is referred to in the Notice of Vote unless otherwise changed in accordance with Part 6 of this Appendix.
- 11.2** The Notice of Vote will be sent out in accordance with Part 5 of this Appendix.

**PART 12 MAIL-IN BALLOTS**

- 12.1** All Algonquin Voters will be given the option of voting by mail-in ballot, regardless of their place of residence.
- 12.2** At least thirty (30) days prior to the commencement of the Voting Days, the Ratification Vote Manager will send, by regular mail, a pre-folded Ballot initialled by the Ratification Vote Manager for mail-in, an identification envelope (Form 5), a secrecy envelope, a prepaid return envelope and voting instructions in accordance with section 12.5 of this Appendix to each Algonquin Voter. Each mail-in Ballot shall be colour-coded to identify the Community with whom the Algonquin Voter is affiliated, but shall not otherwise contain any information that would reveal the identity of the Algonquin Voter.
- 12.3** If an Algonquin Voter has not received a mail-in ballot under section 12.2 or if the original mail-in Ballot is lost or misplaced, the Algonquin Voter may request a mail-in ballot by informing the Ratification Vote Manager by mail, e-mail, telephone, facsimile, or in person no later than seven (7) days prior to the commencement of the Voting Days but in sufficient time to allow the mail-in ballot to be counted at the conclusion of the Voting Days.
- 12.4** The Ratification Vote Manager will send, by regular mail or, where time is of the essence, by courier, a pre-folded and initialled Ballot for mail-in, an identification envelope (Form 5), a secrecy envelope, a prepaid return regular mail or courier envelope and voting instructions in accordance with section 12.5 of this Appendix to each Algonquin Voter who has requested a mail-in ballot under section 12.2.



- 12.5** To cast a mail-in Ballot, an Algonquin Voter must:
- (a) mark the Ballot by placing a mark in either the box marked “YES” or in the box marked “NO” or in any manner that clearly indicates the voter’s intention;
  - (b) enclose and seal the Ballot inside the secrecy envelope;
  - (c) enclose and seal the secrecy envelope inside the identification envelope (Form 5);
  - (d) complete and sign the identification envelope in the presence of a witness;
  - (e) enclose and seal the identification envelope inside the prepaid regular mail envelope or courier envelope; and
  - (f) mail or deliver the sealed prepaid return envelope to the Ratification Vote Manager.

**12.6** In order to be counted, a mail-in Ballot must be received by the Ratification Vote Manager by the close of voting on Voting Day and any mail-in Ballots received by the Ratification Vote Manager after the close of voting on the last Voting Day will be saved and placed with the rejected mail-in Ballots.

## **PART 13 VOTING PROCEDURES**

- 13.1** The Ratification Vote Manager will:
- (a) ensure that Voting Stations are made available for the Ratification Vote in each Community and in such other locations as the Ratification Committee may, in consultation with the Parties, determine;
  - (b) personally supervise each Voting Station with the assistance of at least one (1) Community Ratification Officer;
  - (c) ensure there are sufficient Ballots at each Voting Station;
  - (d) ensure there are sufficient secrecy envelopes, identification envelopes, and return envelopes for mail-in Ballots;
  - (e) obtain a sufficient number of ballot boxes;
  - (f) provide for voting booths at each Voting Station so an Algonquin Voter can mark the Ballot free of observation;

- (g) provide a sufficient number of lead pencils, without erasers, for marking the Ballot; and
- (h) ensure that larger than normal samples of the Ballot are posted or available for examination by Algonquin Voters at each Voting Station.

**13.2** Each Voting Station will be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Day for that Voting Station.

**13.3** The Ratification Vote Manager or a Community Ratification Officer will remain at the Voting Stations during all hours that the polls are open.

**13.4** On a Voting Day, the Ratification Vote Manager will:

- (a) open each ballot box and ask a witness to certify that each ballot box is empty, by completing Form 6, before any Ballots are cast;
- (b) properly seal the ballot box and place his signature on the seal in front of the witness, and ask the witness to place his signature on the seal;
- (c) keep the ballot box in view during the reception of the Ballots;
- (d) furnish each voting booth with appropriate voting instructions designed to prevent the Algonquin Voter from spoiling his Ballot and instructing the Algonquin Voter what to do if he spoils his Ballot; and
- (e) execute a Declaration form (Form 7) attesting to the receipt and handling of the ballot boxes and ensure that Form 6 is witnessed.

**13.5** All voting will be conducted by secret Ballot only.

**13.6** An Algonquin Voter may vote in person by presenting himself or herself at a Voting Station on the Voting Day for that Voting Station and informing the Ratification Vote Manager of that request.

**13.7** When a person requests to vote, the Ratification Vote Manager or a Community Ratification Officer will:

- (a) ensure that the person is an Algonquin Voter;
- (b) check the Voters List to ensure that the person has not already voted;

- (c) provide the Algonquin Voter with an unmarked Ballot on the back of which are affixed the Ratification Vote Manager's or Community Ratification Officer's initials so that the initials can be seen when the Ballot is folded; and
- (d) put a line through the name of the Algonquin Voter on the Voters List.

**13.8** The Ratification Vote Manager or a Community Ratification Officer will explain the method of voting to any Algonquin Voter upon request by that Algonquin Voter.

**13.9** An Algonquin Voter may request special assistance from the Ratification Vote Manager or a Community Ratification Officer if that Algonquin Voter declares that he or she:

- (a) is not able to read;
- (b) is incapacitated by blindness or other physical cause; or
- (c) requires assistance for any other reason.

**13.10** The Ratification Vote Manager or a Community Ratification Officer will, where considered appropriate by the Ratification Vote Manager or a Community Ratification Officer, provide special assistance to an Algonquin Voter at the Voting Station by marking his or her Ballot, as directed by the Algonquin Voter, either in secret or in the presence of a witness chosen by the Algonquin Voter, and immediately depositing the Ballot into the ballot box.

**13.11** When an Algonquin Voter has received special assistance, the Ratification Vote Manager or a Ratification Officer will make an entry on the Voters List opposite the name of the Algonquin Voter indicating the type of special assistance the Algonquin Voter received.

**13.12** Except for an Algonquin Voter requiring special assistance, every Algonquin Voter receiving a Ballot at a Voting Station will:

- (a) proceed immediately to a designated voting booth;
- (b) mark the Ballot by placing a mark either in the box marked "YES" or in the box marked "NO" or in any manner that clearly indicates the voter's intention;
- (c) fold the Ballot to conceal the mark and to expose the initials of the Ratification Vote Manager or a Community Ratification Officer; and

- (d) immediately give the folded Ballot to the Ratification Vote Manager or Community Ratification Officer who shall immediately place the Ballot in the ballot box,
- (e) the Ratification Vote Manager or Community Ratification Officer shall put a line through the name of the Algonquin Voter on the Voters List, and
- (f) if the Ballot is not returned, the Community Ratification Officer will note that the Ballot was not returned on the Voters List opposite the name of the Algonquin Voter who did not return his or her Ballot.

**13.13** At the time set for closing the Voting Station, the Community Ratification Officer will declare the Voting Station closed, and entry will be denied to the Voting Station. Algonquin Voters present inside the Voting Station at the time of closing will be able to cast a Ballot.

#### **Orderly Voting**

**13.14** The Ratification Vote Manager or Community Ratification Officer will allow only one Algonquin Voter at a time into a voting booth, except for an Algonquin Voter receiving special assistance.

**13.15** No person will:

- (a) interfere or attempt to interfere with an Algonquin Voter when the person is voting;
- (b) obtain or attempt to obtain information at a Polling Station as to how an Algonquin Voter is about to vote or has voted;
- (c) mark a Ballot in a way that identifies the Algonquin Voter; or
- (d) mark the secrecy envelope for a mail-in ballot in a way that indicates how the voter has voted on the Ballot.

**13.16** The Ratification Vote Manager or Community Ratification Officer will not allow any person, inside or outside the Voting Station, to attempt to influence Algonquin Voters prior to casting their ballot as to how that Algonquin Voter should vote.

#### **Verification and Rejection of Mail-in Ballots**

**13.17** At the close of voting on the last Voting Day, the Ratification Vote Manager will, in the presence of two (2) witnesses, verify each identification envelope to ensure that the sender is an Algonquin Voter and has not already voted.

- 13.18** If the person named on the mail-in ballot is an Algonquin Voter and has not already voted, the Ratification Vote Manager will:
- (a) open the secrecy envelope, and without looking at the recorded vote on the Ballot, confirm the authenticity of the Ballot by checking the affixed initials;
  - (b) if the Ballot is authentic, place a line through the name of the Algonquin Voter on the Voters List to indicate that the Ballot was received by mail; and
  - (c) without opening or showing it, immediately deposit the Ballot into a ballot box used at a Voting Station.

- 13.19** The Ratification Vote Manager will reject a mail-in ballot if:
- (a) the person named on the mail-in ballot identification envelope is not an Algonquin Voter;
  - (b) the person named on the mail-in ballot identification envelope has already been given a Ballot and his or her name has been crossed off the Voters List pursuant to section 13.12;
  - (c) the information recorded on the identification envelope does not allow the Ratification Vote Manager to identify the Algonquin Voter;
  - (d) the identification envelope does not include the signature of a witness; or
  - (e) the Ballot is not authentic.

- 13.20** Where the Ratification Vote Manager rejects a mail-in ballot under section 13.19 of this Appendix, the Ratification Vote Manager will:
- (a) record the date and time the mail-in Ballot was rejected on the Voters List or in the case of ineligible Voters a separate list;
  - (b) place the rejected mail-in ballot back into the identification envelope; and
  - (c) keep the rejected Ballot in its secrecy envelope and the identification envelope with the other rejected ballots.

### **Security and Verification of Ballots**

- 13.21** At the close of voting on each Voting Day, the Ratification Vote Manager will secure the ballot box with a seal that prevents the insertion of any further Ballots into that ballot box, sign the seal and have a witness sign the seal immediately thereafter.
- 13.22** The Ratification Vote Manager will ensure the security of the Ballots cast at the close of voting on each Voting Day by immediately placing the ballot box under lock and key to which no other person has access until the close of voting on the last Voting Day, or by immediately delivering the ballot boxes to a police service to be guarded by that police service until the close of voting on the last Voting Day.
- 13.23** Prior to opening the ballot boxes at the close of voting on the last of Voting Day, the Ratification Vote Manager will ensure that the seal referred to in section 13.21 of this Appendix is both intact and contain the signatures of Ratification Vote Manager, any Community Ratification Officers present at the Voting Station and of the witness.

### **Counting of Results**

- 13.24** The Ratification Vote Manager, in the presence of one or more Community Ratification Officers, any scrutineer appointed by the AOO, a Community, the Government of Canada or the Government of Ontario and two (2) witnesses, will:
- (a) open all ballot boxes;
  - (b) examine all Ballots;
  - (c) reject any Ballot according to sections 13.19 and 13.28 of this Appendix; and
  - (d) count the number of Ballots marked "YES", the number marked "NO", the number of rejected Ballots, including the rejected mail-in Ballots and the spoiled ballots.
- 13.25** A spoiled ballot is a ballot that has been handled by an Algonquin Voter in such a manner that it is ruined and cannot be used, or one that is found by the Ratification Vote Manager to be soiled or improperly printed. The spoiled ballot is not placed in the ballot box, but rather is marked as spoiled by the Ratification Vote Manager and set aside.
- 13.26** A cast Ballot is a valid ballot that has been marked by the Algonquin Voter to indicate that voter's intention regarding Ballot Question.

**13.27** An unused Ballot is ballot that has not been handled by an Algonquin Voter and remains with the Ratification Vote Manager at the close of the Voting Station. All unused Ballots must be counted and placed in an envelope and sealed.

**13.28** A cast Ballot will be rejected if it:

- (a) was not marked as either “YES” or “NO” and there is no indication of the Algonquin Voter’s intended vote;
- (b) was marked as both “YES” and “NO”;
- (c) has any writing or mark which can identify the Algonquin Voter;
- (d) was torn and any printed words on the Ballot are missing;
- (e) was not initialled by the Ratification Vote Manager; or
- (f) is a mail-in Ballot received after the close of voting on Voting Day.

**PART 14 CERTIFICATION OF RESULTS**

**14.1** When the mail-in ballots have been counted, the Ratification Vote Manager will execute the Declaration Regarding Mail-in Ballots (Form 8) and provide it to the Ratification Committee.

**14.2** When the results of the Ratification Vote have been determined, the Ratification Vote Manager will execute the Certification by Ratification Vote Manager (Form 9) and provide it to the Ratification Committee. The Ratification Committee will immediately inform the negotiators for the Algonquins of Ontario, the Government of Ontario and the Government of Canada of the result of the Ratification Vote.

**14.3** The Ratification Vote Manager will post the tabulated results, including the number of votes cast, the number of “YES” votes, the number of “NO” votes in the location in each Community where the Voters List was posted and may publish the tabulated results in such other locations as he or she, or the Ratification Committee, may determine.

**14.4** Any tabulated results posted by the Ratification Vote Manager will contain a notice on whether the ratification threshold was achieved and notice that final results on the Ratification Vote of all Algonquins of Ontario will determine whether the Agreement-in-Principle was approved.

**14.5** The Ratification Vote Manager will seal in separate envelopes the spoiled Ballots, rejected Ballots (if applicable), the Ballots cast in favour, the Ballots cast against and the unused ballots. The Ratification Vote Manager, in the presence of two witnesses, will then affix his or her signature to the seals. The Ratification Vote Manager shall retain the Ballots in a secure location under lock and key until directed to destroy the Ballots by the Ratification Committee once any objections have been dealt with.

**14.6** The Ratification Committee and the Review Committee will keep all application files confidential, subject to anything to the contrary in the Agreement-in-Principle, and in a secure place and will return or transfer application files and information tendered in any protest proceeding to the Algonquins of Ontario after the final Voters List is posted.

**PART 15 PROCEDURAL DISCRETION**

**15.1** In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Vote Manager or the Community Ratification Officers may, if necessary, use discretion, exercised reasonably, as deemed necessary to fulfill the requirements of this Appendix.

**15.2** The Ratification Vote Manager or Community Ratification Officers, as appropriate, will state in writing the nature and basis of any such exercise of discretion and make a copy of the statement available to the Ratification Committee.



**Form 1: Application Form**  
**[on following pages]**



**DECLARATION OF APPLICANT** (Check off the boxes that apply to you) :

I \_\_\_\_\_, declare that:  
Name

- I identify myself as an Algonquin and wish to be on the Voter's List for the Ratification Vote of the Algonquin Agreement-in-Principle.
- I am a member of the Algonquins of Pikwàkanagàn First Nation. By submitting this Application Form to the Ratification Committee I consent to the Registrar of the Algonquins of Pikwàkanagàn First Nation to verify my membership.

I have a present-day "Cultural or Social Connection" with the following "Algonquin Collective" (please check only one):

- |                                     |  |  |   |
|-------------------------------------|--|--|---|
| <input type="checkbox"/> Antoine    | <input type="checkbox"/> Greater Golden Lake | <input type="checkbox"/> Pikwàkanagàn      | <input type="checkbox"/> Whitney and Area |
| <input type="checkbox"/> Bancroft   | <input type="checkbox"/> Mattawa/North Bay   | <input type="checkbox"/> Snimikobi         |   |
| <input type="checkbox"/> Bonnechere | <input type="checkbox"/> Ottawa              | <input type="checkbox"/> Shabot Obaadjiwan |   |

Other (identify Algonquin Collective) : \_\_\_\_\_.

**MEMBERS OF THE ALGONQUINS OF PIKWÀKANAGÀN DO NOT NEED TO COMPLETE THE BALANCE OF THIS FORM**

**PLEASE CHECK OFF THE BOX OR BOXES THAT APPLY TO YOU:**

My "Cultural or Social Connection" to the identified Algonquin Collective is:

- I am a full time or part time resident within the geographic area of \_\_\_\_\_ and participate in its social and cultural life;  
Name the Algonquin Collective
- I regularly visit \_\_\_\_\_ and maintain my social and cultural connections;  
Name the Algonquin Collective
- I regularly hunt, fish or participate in other harvesting or traditional activities with members of \_\_\_\_\_;  
Name the Algonquin Collective
- I frequently attend social or cultural events or gatherings in \_\_\_\_\_;  
Name the Algonquin Collective
- Other (provide details about your cultural or social connection to the Algonquin Collective using a separate page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

**YOU MUST CHECK OFF ONE OF THE FOLLOWING ITEMS BUT NOT BOTH:**

- I am NOT a member of another aboriginal group that asserts aboriginal or treaty rights within Algonquin Territory.
- I am a member of another aboriginal group that asserts aboriginal or treaty rights within Algonquin Territory.

FOR INTERNAL USE ONLY -  
NOT TO BE COMPLETED  
BY APPLICANT  
Access ID Number:

**CERTIFICATION BY ENROLMENT OFFICER:**

**For Internal Use Only—Not to be completed by Applicants**

I have reviewed the genealogical information provided by the Applicant:

1) I certify that the Applicant has demonstrated Direct Lineal Descent from

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a person or persons on the Preliminary Schedule of Algonquin Ancestors.

2) I am unable to certify that the Applicant has demonstrated Direct Lineal Descent from a person on the Preliminary Schedule of Algonquin Ancestors.

3) I certify that the Applicant has demonstrated that the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June 15, 1991.

4) I am unable to certify that the Applicant has demonstrated that the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June 15, 1991.

\_\_\_\_\_  
Signature of Enrolment Officer

**CERTIFICATION BY REGISTRAR, ALGONQUINS OF PIKWĀKANAGĀN FIRST NATION**

**For Internal Use Only—Not to be completed by Applicants**

1) I hereby certify that the Applicant is a member of the Algonquins of Pikwākanagān First Nation.

2) I hereby certify that the Applicant is not a member of the Algonquins of Pikwākanagān First Nation.

\_\_\_\_\_  
Signature of Registrar,  
Algonquins of Pikwākanagān First Nation

**Form 2: Ballot**

**BALLOT QUESTION**

**AS AN ALGONQUIN VOTER DO YOU:**

**Agree to and approve in principle** the terms and conditions of the Agreement-in-Principle between the Algonquins of Ontario and the Governments of Ontario and Canada dated the \_\_\_ day of \_\_\_\_, 20\_\_ and **authorize and direct the Algonquin negotiation team** to act on behalf of the Algonquins of Ontario to negotiate the terms of an Algonquin Treaty based on that Agreement-in-Principle?

**YES**

**NO**

Mark this Ballot by placing a mark (which must be a "x" or other mark) in one of the above boxes.

Do not make any marks on this Ballot which may identify you.

### Form 3: Notice of Vote

#### Notice to all Algonquin Voters

A vote will be held on \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ [list Voting Days] to ratify the Agreement-in-Principle between the Algonquins of Ontario and the Governments of Ontario and Canada.

The Ballot Question is:

#### BALLOT QUESTION

##### AS AN ALGONQUIN VOTER DO YOU:

1. **Agree to and approve in principle** the terms and conditions of the Agreement-in-Principle between the Algonquins of Ontario and the Governments of Ontario and Canada dated the \_\_\_ day of \_\_\_\_, 20\_\_;
2. **Authorize and direct the Algonquin negotiation team** to act on behalf of the Algonquins of Ontario to negotiate the terms of an Algonquin Treaty based on that Agreement-in-Principle?

All Algonquin Voters as defined in Chapter 15 of the AIP will be eligible to vote. You will be required to produce identification in order to vote in person. To confirm your name is on the Algonquin Voters List or to receive instructions on the process to amend the Algonquin Voters List, contact the Ratification Vote Manager or your Community Ratification Officer at the addresses below.

Voting will take place on the (days) of (month), (year), between the hours of 9:00 a.m. and 8:00 p.m. Voting stations will be located at: (locations).

You are also able to vote by mail-in ballot. In order to receive a mail-in ballot, request a mail-in ballot by mail, fax, phone, or in person from the Ratification Officer at the address below.

The votes will be counted at the (AOO community) Voting Station after the close of polls on the last Voting Day.

A joint information session will be held on (day) of (month), (year) at (location) where representatives from the parties will present information on the Ratification Vote and on the contents of the Agreement-in-Principle. Part of this information session may be subject to solicitor and client privilege.

You can obtain a copy of the Agreement-in-Principle by contacting the Ratification Officer at the address below.

This notice is given (day) of (month), (year) by (name of First Nation Ratification Officer), Ratification Officer for (AOO community).

(Address)

(Phone Number)

(Fax Number)

(E-mail Address)

**Form 4: Appointment of Community Ratification Officer**

**Appointment of the Community Ratification Officer**

To be submitted to the Parties (pursuant to section 8.3)

I hereby identify \_\_\_\_\_ as the Community Ratification Officer for the Community of \_\_\_\_\_ for purposes of the Ratification Vote on the Algonquins of Ontario Agreement-in-Principle pursuant to section 8.3 of Appendix 15.2 to Chapter 15 of that Agreement-in-Principle.

\_\_\_\_\_  
Signature of Ratification Vote Manager

\_\_\_\_\_  
Date

To be completed by the Community Ratification Officer:

I, \_\_\_\_\_, agree to carry out with diligence and honesty my duties as Community Ratification Officer for the Community of \_\_\_\_\_ in accordance with Appendix 15.2 to Chapter 15 of the Algonquins of Ontario Agreement-in-Principle. All of the personal information I collect or discover during the course of my duties will be used only for the purposes of fulfilling my duties and will otherwise be kept in the strictest confidence.

\_\_\_\_\_  
Signature of Community Ratification Officer

\_\_\_\_\_  
Date



**Form 5: Mail-in Ballot Identification Envelope**

**Identification Envelope**

This Identification Envelope must be signed by you and a witness who is at least eighteen (18) years old, and either mailed to the Ratification Vote Manager or returned to the Community Ratification Officer in your Community with your completed ballot, or your vote will not be counted.

In the matter of the ratification of the Algonquins of Ontario Agreement-in-Principle,

I, \_\_\_\_\_ (clearly print your full name), solemnly declare that:

- a) I am an Algonquin Voter within the meaning of Chapter 15 of the Algonquin Agreement-in-Principle;
- b) my date of birth is \_\_\_\_\_;
- c) my current mailing address is: \_\_\_\_\_;
- d) I will be at least eighteen (18) years of age on the last Voting Day;
- e) I do not know of any reason why I would be disqualified from voting in this Ratification Vote;
- f) the ballot contained in this envelope contained no voting marks of any kind when I received it; and,
- g) I marked the ballot, enclosed it in this envelope, and sealed this envelope, or asked someone I trust to help me complete these tasks in accordance with my wishes.

I make this solemn declaration conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath. I understand that it is an offence to make a false statement in this declaration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

To be completed by witness:

Declared before me, \_\_\_\_\_ (name of witness), at \_\_\_\_\_  
(municipality or First Nation), this \_\_\_\_\_ (day) day of \_\_\_\_\_ (month), \_\_\_\_\_  
(year).

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Telephone Number

**Form 6: Witness Declaration at the Opening of a Poll**

In the matter of the ratification of the Algonquins of Ontario Agreement-in-Principle at the Community of \_\_\_\_\_, I, \_\_\_\_\_, declare that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the polling station located at \_\_\_\_\_, at 9:00 a.m., I did witness that \_\_\_ ballot box(es) was/were empty before it/they was/were properly sealed. I am confident that the box(es) cannot be opened without the seals being broken.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Ratification Vote  
Manager

**Form 7: Declaration of Ratification Vote Manager re: Voting Stations**

I, \_\_\_\_\_, Ratification Vote Manager for the Algonquins of Ontario Agreement-in-Principle, declare the following:

The Ratification Vote on the Algonquins of Ontario Agreement-in-Principle was held on the following Voting Days:

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_                      Location \_\_\_\_\_.

Each Voting Station was open from 9:00 a.m. until at least 8:00 p.m. on each Voting Day.

I remained at each Voting Station during all hours that the polls were open.

I properly sealed the ballot boxes and placed my signature on the seal in front of a witness, and asked the witness to place his signature on the seal.

I kept the ballot boxes in view for the reception of the ballots.

I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Appendix 15.2 to Chapter 15 of the Algonquins of Ontario Agreement-in-Principle.

Signature: \_\_\_\_\_  
Ratification Vote Manager

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

**Form 8: Declaration of Ratification Vote Manager regarding Mail-in Ballots**

I, \_\_\_\_\_, Ratification Vote Manager for the Algonquins of Ontario Agreement-in-Principle, declare the following:

- a) I considered all mail-in ballots which were received by the close of voting on the last Voting Day for counting. I placed any mail-in ballots received after the close of voting on the last Voting Day with the other rejected mail-in Ballots.
- b) I verified each identification envelope to ensure that the voter was an Algonquin Voter and that the Algonquin Voter had fully completed the voter declaration and had it witnessed.
- c) I deposited the accepted mail-in ballots in their original unopened secrecy envelopes into the ballot box after the close of voting on the last Voting Day, and deposited the rejected mail-in ballots back into their identification envelope and put them with the other rejected ballots.

A total of \_\_\_\_\_ mail-in ballots were received before the close of voting on the last Voting Day.

They were opened at \_\_\_\_ on \_\_\_\_\_, 20\_\_.

I accepted \_\_\_\_\_ ballots and rejected \_\_\_\_\_ ballots.

I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Appendix 15.2 to Chapter 15 of the Algonquins of Ontario Agreement-in-Principle.

Signature: \_\_\_\_\_  
Ratification Vote Manager

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

**Form 9: Certification by Ratification Vote Manager**

I, \_\_\_\_\_, Ratification Vote Manager for the Algonquins of Ontario Agreement-in-Principle, declare the following:

The Ratification Vote was held between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.

Location of Polling Stations	Total Number of Votes Cast

After counting all of the ballots placed in all of the ballot boxes the totals were:

YES: \_\_\_\_\_ NO: \_\_\_\_\_ SPOILED: \_\_\_\_\_ REJECTED: \_\_\_\_\_  
\_\_\_\_\_

I carried out my duties in accordance with the terms of my employment, any Oath of Office I swore when accepting this position, and in accordance with the terms of Appendix 15.2 to Chapter 15 of the Algonquins of Ontario Agreement-in-Principle.

Signature: \_\_\_\_\_  
Ratification Vote Manager

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_