

**FREQUENTLY ASKED QUESTIONS  
AND EXECUTIVE SUMMARY**

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

**AMONG:**

**THE ALGONQUINS OF ONTARIO**

**-and-**

**ONTARIO**

**-and-**

**CANADA**

**PRELIMINARY DRAFT AGREEMENT-IN-PRINCIPLE**  
**EXECUTIVE SUMMARY**  
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 Algonquins of Ontario and by the Legislature of Ontario and the Parliament of Canada.

## FREQUENTLY ASKED QUESTIONS

### **How do I learn more or provide comments on the Preliminary Draft Agreement-in-Principle?**

Members of the negotiation teams will be meeting with the public to discuss the contents of the Preliminary Draft AIP. Please plan to attend one of these meetings, which will be publicly advertised as details are confirmed.

You can also contact any of the negotiation teams at any time with your questions or comments:

Algonquins of Ontario: Email [algonquins@nrtco.net](mailto:algonquins@nrtco.net); Phone 613-735-3759 or 1-855-735-3759 (toll free)

Ontario: E-mail [alcinfo@ontario.ca](mailto:alcinfo@ontario.ca); Phone 613-732-8081 or 1-855-690-7070 (toll free)

Canada: E-mail [Revendication-Algonquins-OntarioClaim@aadnc-aandc.gc.ca](mailto:Revendication-Algonquins-OntarioClaim@aadnc-aandc.gc.ca); Phone 1-800-567-9604 (toll free) or 1-866-553-0554 (TTY toll free)

### **What is an Agreement-in-Principle?**

An Agreement-in-Principle (“AIP”) is the first step towards reaching a modern-day treaty that would be protected under Section 35 of the *Constitution Act, 1982*. The AIP would be a non-binding document. It would provide a foundation for the negotiation of a Final Agreement that would clarify and define the rights of the Algonquins of Ontario (AOO) as they relate to land and natural resources, among other matters, and the obligations of all three parties: the Algonquins of Ontario, Canada and Ontario.

### **What is a Preliminary Draft Agreement-in-Principle?**

A Preliminary Draft Agreement-in-Principle is a document still under active negotiation. In this case, it is being used to consult with Algonquin Voters and the general public on the content of the draft chapters of a proposed AIP. This Preliminary Draft is a work in progress that is still under review and subject to revision by the three Parties.

## **What is included in this Preliminary Draft Agreement-in-Principle?**

This document sets out proposed key elements of a Final Agreement that would settle the Algonquin land claim. It includes, among other things:

- (a) \$300 million transfer to the Algonquins of Ontario
- (b) transfer of not less than 117,500 acres of provincial Crown land to Algonquin ownership
- (c) recommended approaches to address:
  - i Algonquin harvesting rights, including the right to harvest wildlife, fish, migratory birds and plants
  - ii forestry
  - iii parks and protected areas
  - iv Algonquin heritage and culture
  - v Algonquin eligibility and enrolment

## **Where are the provincial Crown lands that are proposed for transfer to the Algonquins of Ontario?**

The proposed lands package includes more than 200 parcels of provincial Crown land ranging in size from a few acres to just over 30,000 acres. These proposed land selections are based on Algonquin interests such as historic or cultural significance, current Algonquin objectives and long-term goals.

The provincial Crown lands proposed for transfer to Algonquin ownership are identified in the maps included in the Preliminary Draft Agreement-in-Principle.

A separate map identifies how other Algonquin interests would be recognized on specific provincial Crown lands that would remain in the public domain and continue to be available for a wide range of public uses.

## **When will this land claim be completely settled?**

There are still a number of stages ahead in this process. Once this current review process is complete, and any necessary changes to the content are made, a final draft AIP would be submitted to the Algonquin Voters for a Ratification Vote. We expect this to take place later in 2013.

Following a successful Algonquin Ratification Vote, the final draft AIP would be submitted to the Governments of Ontario and Canada for approval. If approved, negotiations leading to a Final Agreement could then begin. It could take at least three to five years to reach a Final Agreement. Once completed, a Final Agreement, or Treaty, would also need to be formally approved by the Algonquin Voters, and then by the Legislature of Ontario and the Parliament of Canada.

## **EXECUTIVE SUMMARY OF THE PRELIMINARY DRAFT AGREEMENT-IN-PRINCIPLE**

The Executive Summary provides highlights of the key elements of the Preliminary Draft Agreement-in-Principle and has retained some legal and technical language to accurately reflect the meaning of the Chapters. It is not intended to be comprehensive.

Terms that are defined in Chapter 1 of the Preliminary Draft Agreement-in-Principle are capitalized in this Executive Summary.

The following Chapter summaries are included:

- **Preamble**
- **Chapter 1: Definitions**
- **Chapter 2: General Provisions**
- **Chapter 3: Eligibility and Enrolment**
- **Chapter 4: Claims Institutions**
- **Chapter 5: Lands**
- **Chapter 6: Capital Transfers and Loan Repayment**
- **Chapter 7: Forestry**
- **Chapter 8: Harvesting**
- **Chapter 9: Parks**
- **Chapter 10: Heritage and Culture**
- **Chapter 11: Self-Government**
- **Chapter 12: Taxation**
- **Chapter 13: Dispute Resolution**
- **Chapter 14: Implementation**
- **Chapter 15: Ratification of the AIP**
- **Chapter 16: Ratification of the Final Agreement**

## **PREAMBLE**

The Preamble to the Preliminary Draft Agreement-in-Principle (“AIP”) is a short statement that introduces the AIP.

The Preamble would recognize the Algonquins as an Aboriginal people of Canada within the meaning of the *Constitution Act, 1982*.

## **CHAPTER 1: DEFINITIONS**

This Chapter sets out the definitions of the key terminology that is subsequently used throughout the Preliminary Draft AIP.

## **CHAPTER 2: GENERAL PROVISIONS**

Chapter 2 of the Preliminary Draft AIP sets out the legal framework for the Final Agreement including:

- (a) the AIP would not be legally binding but would form the basis of negotiations of the Final Agreement, which will include greater detail on many items identified in the AIP and may include other changes that may be negotiated prior to the Final Agreement
- (b) certainty with respect to Algonquin rights set out in the Final Agreement
- (c) federal and provincial Implementation Legislation and the process to resolve conflicts between the Final Agreement and legislation
- (d) releases and indemnities provided by the Algonquins
- (e) principles for the interpretation of the Final Agreement

### *Status and Effect of AIP and Final Agreement*

The Chapter contains standard language found in other comprehensive land claim agreements, including:

- (a) the AIP would not be legally binding but, if approved, would form the basis to negotiate a Final Agreement
- (b) a Final Agreement would be legally binding with Aboriginal and treaty rights protected under Section 35 of the *Constitution Act, 1982*
- (c) Algonquins would continue to enjoy the same rights and benefits as other Canadian citizens

- (d) a Final Agreement may only be amended with the consent of the Algonquins, Canada and Ontario (the Parties)

*Consultation and Accommodation*

This Chapter provides that the Final Agreement would set out the obligations of Canada and Ontario to Consult and, where appropriate, accommodate the Algonquins.

A Final Agreement would provide that Canada or Ontario may continue to grant interests in Crown Land subject to the Consultation and accommodation obligations set out in the Final Agreement.

*Certainty*

A Final Agreement would constitute a full and final settlement in respect of the Algonquins' Aboriginal Rights with respect to land and natural resources, including Aboriginal title in Canada.

The Aboriginal Rights and title of the Algonquins that may have existed prior to a Final Agreement would not be extinguished but would continue as modified by the Final Agreement.

A Final Agreement would fully set out the Section 35 Rights of the Algonquins to lands and natural resources in Canada, except the Province of Quebec. Specifically, it would set out what these rights are and where they could be exercised.

The Final Agreement would not affect any Aboriginal Rights that the Algonquins of Ontario have in Quebec and it would not affect any Aboriginal Rights of Quebec Algonquins anywhere, including Ontario.

*Releases and Indemnities*

The Final Agreement would release Ontario and Canada from any past infringements of Aboriginal Rights, including failures to consult, that may have occurred prior to the Effective Date of the Final Agreement. It would also provide an indemnity in the event Ontario and Canada are successfully sued in relation to such matters.

*Non-Derogation Provisions*

Chapter 2 states that nothing in the Final Agreement affects, recognizes or provides any constitutionally protected rights for any Aboriginal peoples other than the Algonquins of Ontario.

### *Other Matters*

Various other matters are addressed by Chapter 2 including:

- (a) access to programs and services
- (b) disclosure of information
- (c) limitation on challenges, communications and notices

## **CHAPTER 3: ELIGIBILITY AND ENROLMENT**

This Chapter sets out rules and procedures for how a person of Algonquin descent can become a Beneficiary under the Final Agreement. A “Beneficiary” is a member of the Algonquin Collective who shares in the benefits provided under the Final Agreement.

Should the Final Agreement be ratified and approved, the Algonquins would appoint an Enrolment Board to enrol Algonquins as Beneficiaries under the Final Agreement. The Enrolment Board would maintain a public registry of Beneficiaries.

A Final Agreement would set out how, and on what grounds, an Enrolment Board decision could be appealed to a Court.

Canada and Ontario would pay the reasonable costs of this Enrolment Board for the first five years the Final Agreement is in place.

An individual would be entitled to be registered as a Beneficiary if that individual is a Canadian citizen and:

- (a) declares him or herself Algonquin and can demonstrate
  - i Direct Lineal Descent from an Algonquin Ancestor
  - ii that the Applicant or a recent ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June, 1991
  - iii a present-day Cultural or Social Connection with an Algonquin Collective

or

- (b) is a member of the Algonquins of Pikwàkanagàn First Nation

An individual cannot be a Beneficiary if that individual:

- (a) identifies as a member of another Aboriginal group and asserts Aboriginal or treaty rights within the Algonquin Settlement Area; or
- (b) is a member of another Aboriginal group that is a party to another comprehensive land claim settlement or treaty

unless that person ceases to be enrolled under the other comprehensive land claim agreement or waives the other non-Algonquin Aboriginal or treaty rights.

The Final Agreement may provide that an individual would be eligible to enrol as a Beneficiary under a process of community acceptance should the Final Agreement be ratified and approved. Provisions for custom adoption are expected to be explored following the AIP.

#### **CHAPTER 4: CLAIMS INSTITUTIONS**

This Chapter speaks to the role of Algonquin Institutions. The Final Agreement would identify the Algonquin Institutions that would:

- (a) receive and manage Settlement Lands, the Capital Transfer and other assets
- (b) fulfil responsibilities and exercise powers on behalf of the Algonquins under the Final Agreement.

Leading up to a Final Agreement, the Algonquins would develop and approve a structure on how they would govern, including the mandates and powers of the Algonquin Institutions.

The Algonquin Institutions would be developed to serve Beneficiaries and to hold land claim assets. The Algonquin institutions would be transparent, accountable, and would ensure equitable treatment and access to benefits. Institutions could also consider creating programs and services that would target certain Beneficiaries or groups of Beneficiaries based on specific eligibility such as age, place of residence or need.

The Algonquins would be responsible for ensuring that Algonquin Institutions are managed in compliance with these governing principles.

Following an Effective Date for a Final Agreement, the Algonquins could restructure, replace or create new Algonquin Institutions.

In all cases, the Algonquins would maintain a public register of Algonquin Institutions.

## CHAPTER 5: LANDS

This Chapter describes the transfer of Settlement Lands to the Algonquins of Ontario, Algonquin interests in Crown Lands, planning jurisdiction for these lands, and the continuing rights and obligations of the holders of existing interests in the Settlement Lands, among other matters.

### *Settlement Lands*

Ontario would transfer ownership in fee simple of identified Settlement Land parcels to one or more Algonquin Institutions. This form of ownership would be the same, subject to certain exceptions, as all other private lands in the Province, and would include mineral rights.

These Settlement Lands would:

- (a) not be less than 117,500 acres of Provincial Crown Land
- (b) consist of more than 200 parcels of land ranging in size from a few acres to about 30,000 acres

Prior to a Final Agreement, Canada and the Algonquins may also identify Federal Crown Lands that could be transferred by Canada to an Algonquin Institution, where the lands have been declared surplus to federal needs.

Prior to a Final Agreement, the Parties may agree to changes to the proposed Settlement Lands, provided that the overall amount of land is not less than 117,500 acres.

Canada and Ontario would retain ownership of the beds of Navigable Waters that are on Settlement Lands.

The following highlights specific aspects of Settlement Lands:

#### *1. Roads*

Ontario would not transfer Public Roads, but may transfer some unopened road allowances which it owns. Ontario would not transfer road allowances owned by a municipality. Municipalities may transfer some road allowances under their jurisdiction.

#### *2. Existing Interests – General*

Interests on Settlement Lands existing at the time of transfer would continue on those lands after transfer to an Algonquin Institution. Existing interests include, but are not limited to, hunt camps, public utilities, trap lines, mining leases and claims, and aggregate licenses.

Prior to the Final Agreement, Ontario would facilitate the negotiation of agreements between the Algonquins and the holders of existing rights or interests on Settlement Lands concerning the continuation of those existing rights or interests.

Persons holding existing rights or interests would continue to have the right to access Settlement Lands where reasonably necessary to exercise or enjoy those existing rights or interests in Settlement Lands.

### *3. Forest Operations on Settlement Lands*

Settlement Lands that are subject to a Sustainable Forest License (SFL) would be transferred after the expiry of the Forest Management Plan that exists on the date of the AIP. The Algonquins would be Consulted in certain circumstances regarding amendments to these Forest Management Plans. The Algonquins would negotiate transition plans with Ontario, SFL holders and others that would ensure their continued access to Forest Resources on Settlement Lands during a negotiated transition period after their transfer.

### *4. Public Utilities*

Funds paid by Public Utilities between the Final Agreement and the transfer of Settlement Lands for the use of those lands would be held in trust by Ontario. The funds would be paid, with interest, to the Algonquins after the lands are transferred. Public utilities that have an existing right of access to and use of Settlement Lands would pay the Algonquins for continuing access and use after the transfer of the Settlement Lands.

### *5. Public Access to Protected Areas*

The public would continue to have access to Provincial Parks and other Protected Areas across Settlement Lands as set out in Descriptive Plans.

### *6. Algonquin Interests in Crown Lands*

The Algonquins would have a right to purchase certain specified Crown Lands in the future should Ontario decide to sell those lands.

The Algonquins and Ontario would negotiate agreements with respect to certain identified parcels of Crown Land known as Areas of Algonquin Interest. These agreements would provide special protections for those parcels of Crown Land that are of cultural or historic importance to the Algonquins.

### *7. Boundaries, Surveys and Descriptions*

Canada and Ontario would pay the surveying costs to establish the boundaries of Settlement Lands and certain other legal interests.

#### *8. Environmental Assessment*

Ontario's and Canada's transfer of Settlement Lands would be subject to environmental assessment as set out in applicable Provincial Laws and Federal Laws.

#### *9. Contaminated Sites*

Unless otherwise agreed, Canada and Ontario would not transfer any lands that are determined to be contaminated beyond a standard that is acceptable to the Parties.

The Parties may agree to transfer contaminated lands under certain circumstances such as prior remediation or Algonquin acceptance of the contaminated lands.

A Final Agreement would address the obligations of the Parties should Settlement Land be determined to be contaminated beyond an acceptable standard after the Date of Transfer.

#### *10. Land Use Planning*

Land use planning jurisdictions of Ontario, municipalities and planning boards would apply to the Settlement Lands, subject to certain exceptions.

The Final Agreement would describe the process to be used to assign Official Plan designation and zoning for each parcel of Settlement Land located within a municipality. Municipalities would be consulted on proposed Official Plan designations and zoning.

#### *11. Access to or across Settlement Lands*

Laws governing access to or across private property would apply to Settlement Lands unless otherwise stated in the Final Agreement.

Ontario researchers currently conducting research on Crown Lands would continue to have access to those lands for research purposes should they become Settlement Lands.

Persons who hold legal interests would have access across Settlement Land through easements as set out in Descriptive Plans for the exercise of that party's right, title or legal interest located off Settlement Lands.

The Algonquins would work with groups that maintain trails for the public or group members.

The public would continue to have the right to use, free of charge, existing portages that link Navigable Waters.

## *12. General*

Settlement Lands would continue to be subject to expropriation, subject to any special provisions that may be set out in a Final Agreement.

Nothing in a Final Agreement would confer any right of ownership of waters on Settlement Lands except as otherwise set out in the AIP.

Nothing in a Final Agreement would create obligations to establish or maintain roads or to provide services to Settlement Lands that are not otherwise required by law.

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

This Chapter states that Canada and Ontario would transfer \$300 million to an Algonquin Institution or Institutions. This amount, based on December 2011 values, would be adjusted for inflation upon transfer. The funds would be transferred in three payments over two years starting on the Effective Date of the Final Agreement. Of this amount, \$10 million related to the development of the former CFB Rockcliffe would be paid at the signing of the Final Agreement. Interest would be paid on the second and third payments.

The funds previously provided to the Algonquin Opportunity Trust No. 2 for renewable energy projects under a 2009 Interim Agreement would be deducted from Ontario's payment.

The Algonquins would repay any outstanding amounts under the terms of the Algonquin negotiation loan agreements with Canada. Prior to the Final Agreement Canada and the Algonquins would agree on the amount of those outstanding loans, which would then be repaid by deducting such loans from Canada's payment.

The transfer of funds may be adjusted prior to Final Agreement if it is decided to include a special purpose fund, such as resource benefit sharing, provided that the total value is not greater than \$300 million.

## **CHAPTER 7: FORESTRY**

This Chapter recognizes the importance of the Forest Industry in the Algonquin Settlement Area, including in Algonquin Park. Ontario and the Algonquins agree to work cooperatively to maintain support for the existing Forest Industry, and increase Algonquin participation in, and benefits from the Forest Industry.

Initiatives would include:

- (a) developing economic opportunities and supporting measures to increase Algonquin employment and participation in the Forest Industry throughout the Settlement Area, including in Algonquin Park, such as:
  - i. notifying the Algonquins of government contracts and job opportunities related to forestry in Algonquin Park
  - ii. encouraging potential Algonquin employment, training and contract opportunities with Sustainable Forest License Holders
- (b) Ontario would consider the potential for Algonquin benefits as a relevant factor when evaluating tender bids or other government contracting procedures
- (c) Ontario and the Algonquin Forestry Authority would provide training opportunities for the Algonquins in the Forestry Industry in Algonquin Park, including silviculture
- (d) measures to develop Algonquin capacity to play a meaningful role in the Forest Industry throughout the Settlement Area
- (e) Ontario would Consult with the Algonquins regarding any new forestry policy initiatives including the Ontario forestry tenure and pricing review

A Final Agreement would provide that Ontario would appoint at least one person nominated by the Algonquins to the Board of Directors of the Algonquin Forestry Authority for Algonquin Park.

A Final Agreement would set out the nature and scope of Algonquin participation in forestry management and planning, including representation on planning teams both inside and outside Algonquin Park.

## **CHAPTER 8: HARVESTING**

This Chapter states that the Algonquins would have the right to Harvest Wildlife, Fish, Migratory Birds and Plants for Domestic Purposes throughout the year on Crown Lands located throughout the Settlement Area. The Algonquins could also Harvest on privately owned lands within the Settlement Area with the consent of the landowner.

These Harvesting rights would also include the right for Algonquins to Trade and Barter amongst themselves. Matters relating to Trade and Barter with other Aboriginal peoples will be discussed prior to the Final Agreement.

This Chapter recognizes that Harvesting rights are communal rights and that the Algonquins would have the legal authority to allocate, monitor and manage Harvesting by Algonquin Beneficiaries.

This Chapter contains general provisions to clarify that:

- (a) the jurisdiction of Canada and Ontario would be maintained in relation to Fish, Wildlife, Migratory Birds and Plants
- (b) harvesting by the general public would continue to be subject to laws of general application
- (c) Conservation is the fundamental principle of the management of Fish, Wildlife and Migratory Birds and includes protection of spawning grounds, breeding areas, migratory bird sanctuaries and Fish sanctuaries

Algonquin Harvesting rights would be subject to laws and other Measures that are necessary for Conservation, public health or public safety. Ontario or Canada would Consult with the Algonquins prior to implementing any measure necessary for Conservation, public health or public safety. Reasonable means would be considered to minimize the impact of proposed Conservation Measures on Algonquin Harvesting rights.

Moose and Elk would be Allocated Species within the Settlement Area. An Allocated Species means the Minister can determine the total number of animals that may be Harvested.

The Minister of Natural Resources may allocate additional Wildlife species if, after Consulting with the Algonquins, it is determined that there is a Conservation risk to that species or a population of the species within or near the Settlement Area.

The process for allocating species would involve the Algonquins in data sharing, gathering and analysis.

A Total Allowable Harvest would be established for Allocated Species in Consultation with the Algonquins and taking into account the interests of other users. After a Total Allowable Harvest is established, an Algonquin Allocation would be determined taking into account the Algonquins right to Harvest and other criteria set out in the Harvesting Chapter of the Final Agreement. The Algonquins would follow an Algonquin Harvest Plan developed with Ontario when Harvesting an Allocated Species.

Algonquin Harvesting of moose in Algonquin Provincial Park would continue in the area currently hunted for that purpose. Ontario and the Algonquins may amend this area in the future in accordance with the Final Agreement.

The Harvesting of moose in Algonquin Provincial Park would be subject to an Algonquin Harvest Plan provided for in the Final Agreement, and until then, the existing Interim Algonquin Hunt Plan Process would continue.

Commercial Harvesting and the sale of By-Products of Fish, Wildlife, Migratory Birds and Plants that are Harvested for Domestic Purposes would be subject to laws of general application.

A Final Agreement would:

- (a) address sharing agreements between the Algonquins and other Aboriginal peoples
- (b) address the use of shelters and resources, including Trees, incidental to Algonquin Harvesting on Crown Land and in Protected Areas
- (c) describe Algonquin access to Crown Lands within the Settlement Area for purposes of Harvesting, including the use of roads and trails
- (d) ensure Algonquins have the legal authority to participate in Algonquin Harvest Plans and Fisheries Management Plans in collaboration with Ontario
- (e) set out principles and processes for fisheries management planning for the Settlement Area

Prior to a Final Agreement, Ontario and the Algonquins would make concerted efforts to develop a Fisheries Management Plan for fishing in Algonquin Provincial Park. This Fisheries Management Plan would provide for fishing opportunities for all park users and provide for the Conservation of brook trout in Algonquin Park.

Algonquins would have the right to trap Furbearers for Domestic Purposes. Trapping for commercial sale would be governed by a Trapping Harmonization Agreement to be negotiated by Ontario and the Algonquins prior to the Effective Date of the Final Agreement.

This Chapter deals with the transportation of Fish, Wildlife, Migratory Birds and Plants outside of the Settlement Area.

Enforcement matters would continue to be the responsibility of Canada or Ontario. The role of the Algonquins in enforcement with respect to Algonquin Beneficiaries would be subject to further discussion before a Final Agreement.

Algonquins would not be required to pay license fees, charges or royalties for Harvesting in the Settlement Area for Domestic Purposes, but Algonquin Beneficiaries would be required to:

- (a) obtain licenses for the use and possession of firearms under federal or provincial law on the same basis as other Aboriginal people
- (b) provide documentation to enforcement officers to demonstrate that they are Algonquin Beneficiaries

## CHAPTER 9: PARKS

This Chapter describes how the Algonquins would engage with Ontario in management planning of Protected Areas, specifically, Provincial Parks and Conservation Reserves, in the Settlement Area.

### *Participation in Protected Area Management*

The Parties agree that Ecological Integrity would be the first priority in the management of Protected Areas in the Settlement Area.

A Final Agreement would provide that Ontario would appoint at least one person nominated by the Algonquins to the Ontario Parks Board of Directors. If other boards are established related to Protected Areas in the Settlement Area, the Algonquins would have representation on those boards.

A Final Agreement would set out three levels of Algonquin engagement in Protected Area management.

**Level 1:** The Algonquins review and comment on Protected Area Management Plans and Management Statements prepared by Ontario

**Level 2:** The Algonquins are members of the planning teams in the development and amendment of Management Plans and Management Statements

**Level 3:** In Algonquin Provincial Park and 15 other identified Provincial Parks<sup>1</sup>, the Algonquins and the park manager would work through an Algonquin Planning Committee to jointly develop, amend and examine Management Plans, Management Statements and other planning and education instruments. Should agreement not be reached through the Algonquin Planning Committee, the

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<sup>1</sup> These other parks include: Ottawa River (Whitewater) Provincial Park; Petawawa Terrace Provincial Park; Westmeath Provincial Park (Bellows Bay); Alexander Lake Forest Provincial Park; Crotch Lake Conservation Reserve and proposed Provincial Park; Deacon Escarpment Recommended Conservation Reserve; Egan Chutes Provincial Park; Egan Chutes Provincial Park (waterway addition); Hungry Lake Conservation Reserve; Lake St. Peter Provincial Park and proposed addition; Mattawa River Provincial Park; Samuel de Champlain Provincial Park; Upper Madawaska River Provincial Park; Upper Ottawa River Recommended Provincial Park; and Bon Echo Provincial Park

Algonquins would make submissions to the Minister of Natural Resources who would consider those submissions when making a decision

Ontario would Consult with the Algonquins if it proposes to establish a new park in the Settlement Area, and would also Consult with the Algonquins on the level of participation the Algonquins would have in the new park.

Westmeath (Bellows Bay) Provincial Park would be renamed by the Algonquins and Ontario.

#### *Access to Protected Areas*

A Final Agreement would deal with access roads, trails, use of motorized vehicles and other access issues in Protected Areas through Protected Area Management Planning processes that would consider the maintenance of Ecological Integrity as well as the Algonquin interest in access to Protected Areas for Harvesting. The Algonquins would work with Ontario Parks and the Algonquin Forestry Authority to develop Forest Management Plans that deal with the construction and decommissioning of forestry roads and water crossings in Algonquin Provincial Park.

#### *Cultural Recognition in Protected Areas*

A Final Agreement would address cultural recognition in Protected Areas and identify one or more sites in Algonquin Provincial Park or in other Protected Areas for Algonquin use for cultural or ceremonial gatherings. Protected Area Management Plans may include other initiatives to recognize Algonquin culture.

Ontario and the Algonquins would explore the development of a signature project such as a cultural center, museum or other tourist destination in Algonquin Provincial Park or in another Protected Area, subject to any economic or other appropriate feasibility studies.

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

A Final Agreement would support employment and capacity training for Algonquins to help them meet job requirements in Protected Areas. Prior to a Final Agreement, Ontario and the Algonquins would explore the potential for an Algonquin steward program for Algonquin Park.

#### *Additions to Protected Areas*

A Final Agreement would establish the boundaries for a recommended addition to Lake St. Peter Provincial Park and a recommended Provincial Park (Natural Environment Class) in the area of Crotch Lake subject to all applicable laws including land use planning and environmental assessment processes.

### *De-regulation of Certain Provincial Parks*

Certain Provincial Parks<sup>2</sup> would not be de-regulated in whole or part without prior written authorization by the Algonquins. Such authorization would not be unreasonably withheld.

### *National Parks and Related Federal Matters*

Canada would Consult with the Algonquins before establishing any National Park, National Marine Conservation Area, Migratory Bird Sanctuary or National Wildlife Area within the Settlement Area. If a National Park or National Marine Conservation Area is established in the Settlement Area, the Algonquins and Canada would negotiate Algonquin participation in planning and management and the exercise of Algonquin Harvesting rights in that Park or Area.

With respect to the Rideau Canal National Historic Site, Canada would provide the Algonquins free access for boat launching and related parking and lockage. Prior to a Final Agreement, Canada and the Algonquins would discuss:

- (a) Algonquin involvement in management planning related to the Rideau Canal National Historic Site
- (b) Algonquin access to selected lock station sites for constructing storyboards or picnic and rest stop facilities
- (c) Algonquin Harvesting on Federal Crown Land on the Rideau Canal National Historic Site, including the use of shelters and camps on those lands

## **CHAPTER 10: HERITAGE AND CULTURE**

This Chapter recognizes that:

- (a) Algonquin Heritage Resources (Archaeological Sites, Artifacts, Burial Sites and Algonquin Documentary Heritage Resources) represent an important physical manifestation of ancestral and current Algonquin lifeways, traditional values, culture and knowledge for the Algonquins
- (b) The Algonquins have an interest in the stewardship and conservation of these resources

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<sup>2</sup> These parks include: Deacon Escarpment Recommended Conservation Reserve, Petawawa Terrace Provincial Park, Westmeath Provincial Park, Ottawa River (Whitewater) Provincial Park, Crotch Lake Conservation Reserve and Lake St. Peter Provincial Park.

A Final Agreement would take into account the recommendations of the ongoing work of the Ontario sub-table that was established to implement the recommendations of the Ipperwash Inquiry.

The Chapter provides for:

- (a) agreements between Canada and Ontario and appropriate Algonquin Institutions with respect to sharing data regarding Algonquin Heritage Resources
- (b) discussions prior to a Final Agreement between the Algonquins and Ontario relating to Algonquin interest in archaeological fieldwork within the Settlement Area as well as with Canada on Federal Crown Land
- (c) processes to ensure that Algonquin Artifacts in various collections can be deposited or transferred to an Algonquin Institution dedicated to the stewardship of Algonquin Heritage Resources
- (d) the return of Algonquin human remains and associated Artifacts if they are in the possession of the Canadian Museum of Civilization or the Royal Ontario Museum. The Canadian Museum of Civilization would make arrangements for the lending, transfer or sharing of Algonquin Artifacts to appropriate Algonquin Institutions

A protocol would be developed between Ontario and the Algonquins prior to a Final Agreement regarding Burial Sites discovered in the Settlement Area. The protocol would take into account traditional Algonquin burial practices, the principle that human remains are to be treated with respect, and that disturbance is to be minimized. The preference of the Algonquins is to reinter Algonquin remains in the place of discovery or in another location selected by the Algonquins.

A protocol would also be developed between Canada and the Algonquins relating to archaeological fieldwork, Algonquin human remains, Algonquin access to Algonquin Artifacts in Canada's permanent collection and other matters.

Prior to a Final Agreement, the Parties would discuss access to Algonquin Documentary Heritage Resources (such as important historical documents) including loans of such documents and the making of copies for research, cultural and study purposes.

Prior to a Final Agreement, the Parties would explore the feasibility and potential benefits of developing comprehensive Algonquin values mapping for the Settlement Area, which would include the identification of areas or potential areas of Algonquin Heritage Resources.

Prior to a Final Agreement the Algonquins and Ontario would explore the development of an Algonquin Nation trail system.

Canada and Ontario support in principle the Algonquins' intention to pursue Algonquin language and culturally appropriate place names and signage in accordance with applicable legislation, policy and municipal bylaws.

## **CHAPTER 11: SELF-GOVERNMENT**

This Chapter states that a Final Agreement would address self-government arrangements for the Algonquins of Pikwàkanagàn First Nation, including the Algonquins of Pikwàkanagàn First Nation reserve. The Parties acknowledge that a Final Agreement could only be concluded if the Parties are able to agree on these matters.

Other than the self-government arrangements with the Algonquins of Pikwàkanagàn, nothing in a Final Agreement would:

- (a) affect any Aboriginal Right of self-government that the Algonquins may have, or
- (b) prevent any future negotiations among the Parties relating to self-government

## **CHAPTER 12: TAXATION**

This Chapter covers issues regarding taxation that would take effect following the Final Agreement.

The transfer of Capital and Settlement Lands from Ontario and Canada would not be taxable.

A Final Agreement would identify specified parcels of Algonquin Lands as listed in the Schedule to the Chapter that would be exempt from property taxes as long as they remain unimproved. Structures used for Harvesting, such as cabins and tent frames would not be considered to be Improvements. The Algonquins would be required to make arrangements with the local government authorities for the cost of services to be provided to tax exempt lands.

A Final Agreement would provide for a Tax Treatment Agreement to deal with certain taxation matters following the Effective Date of a Final Agreement, and subject to renewal. The Tax Treatment Agreement would make provision for the recognition of Settlement Trusts. If the Capital Transfer paid to the Algonquins is invested in a Settlement Trust, the income on that investment would be tax-free. The requirements of a Settlement Trust would be set out in a Tax Treatment Agreement, and would include restrictions on the investments and activities of the trust and restrictions on the Beneficiaries of the trust.

Subject to transitional measures negotiated pursuant to self-government arrangements that would be negotiated with the Algonquins of Pikwàkanagàn First Nation, including the Algonquins of Pikwàkanagàn Reserve, Section 87 of the *Indian Act* would not apply to any Beneficiary after the Effective Date of the Final Agreement.

### **CHAPTER 13: DISPUTE RESOLUTION**

This Chapter outlines processes to resolve Disputes regarding the interpretation, implementation or alleged breaches of a Final Agreement, based on the principle that the Parties will use all reasonable efforts to resolve disputes in a timely, non-adversarial manner without litigation.

A Dispute Resolution process would include:

- (a) a Party giving written notice to another Party or Parties
- (b) the Parties designating representatives with authority to negotiate a resolution of the matter
- (c) selection of a mediator if the Dispute is not resolved after a specific time period (or application to the Court to have one appointed)
- (d) if mediation does not resolve the Dispute, the option to appoint an arbitrator who would have the authority to make a binding determination (or application to the Court to have one appointed)

Nothing in the Chapter prevents a Party from seeking an injunction from the Court in case of urgency or where there is a risk of irreparable harm to a right of a Party under the Final Agreement.

### **CHAPTER 14: IMPLEMENTATION**

This Chapter outlines how the Parties would develop an Implementation Plan prior to the initialing of a Final Agreement.

The Implementation Plan would identify the following:

- (a) obligations of the Parties under a Final Agreement
- (b) costs associated with discharging those obligations and who would pay those costs
- (c) activities to be undertaken to fulfill those obligations and the Party who is responsible

- (d) timelines for activities to be completed, including an agreed-upon timetable for the transfer of Settlement Lands to an Algonquin Institution or Institutions
- (e) how the Implementation Plan could be amended

The Implementation Plan would not be a part of a Final Agreement and it would not create legal obligations among the Parties.

The Implementation Plan would have a term of 10 years from the Effective Date of a Final Agreement and may be extended if necessary.

An Implementation Committee, including one member appointed by each of the Parties, would be established prior to the Effective Date of the Final Agreement. This Committee would be responsible for a number of activities, including monitoring the progress and implementation of the Final Agreement, the Tax Treatment Agreement, the Implementation Plan and any other additional agreements.

The Implementation Committee would be required to submit annual reports that would be publicly available.

## **CHAPTER 15: RATIFICATION OF THE AIP**

This Chapter deals with the enrolment of Algonquins for the purpose of voting on the AIP and sets out the AIP Ratification Process. The section dealing with the enrolment of Algonquin Voters for the Ratification Vote on the AIP has already been substantially implemented.

This Chapter states that the ratification of the AIP is intended to serve as an indication of support for the negotiations. The results of the Ratification Vote would be assessed by the Parties to determine the likely success of further negotiations. It also makes it clear that the AIP is a non-binding document.

The entitlement to vote is based upon Eligibility Criteria for enrolment provided within Chapter 3 of the Preliminary Draft AIP. The enrolment process is managed by a Ratification Committee, whose members have been appointed by each of the Parties. The Ratification Committee is assisted by an enrolment officer who certifies whether Applicants meet the requirement of Direct Lineal Descent from an Algonquin Ancestor.

The Ratification Committee is required to publicly post a Preliminary Voters List of persons who have been enrolled as Voters. Persons who are on that List may protest the inclusion or omission of a name on or from that List in accordance with criteria set out in this Chapter. Applicants who are unsuccessful in having their names placed on the List can also protest their omission.

Protests are managed by a Review Committee, appointed by the Algonquins, in Consultation with Ontario and Canada. Decisions of the Review Committee are final for the purposes of the AIP Ratification Vote but would not determine future rights to enrol as a Beneficiary after a Final Agreement as outlined in Chapter 3.

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

This Chapter deals with the ratification of a Final Agreement. A Final Agreement would require:

- (a) successful Ratification Vote by the Algonquins
- (b) signing of a Final Agreement by the Algonquin Negotiation Representatives or their successors, as well as by authorized representatives from Ontario and Canada
- (c) Implementation Legislation from Canada and Ontario

Details of the Ratification Vote process would be developed by the Parties and would be set out in a Final Agreement.

A Ratification Committee, established under Chapter 15, would manage the implementation of the Final Agreement Ratification Process, including:

- (a) establishing a Preliminary Voters List and a Final Voters List
- (b) preparing and distributing information about the Algonquin Ratification Vote
- (c) conducting and reporting the results of the Ratification Vote

A process to deal with protests from enrolment decisions of the Ratification Committee would be set out in the Final Agreement.