

Renewed Hope - A Journey of Survival, Rebuilding and Self Sufficiency

A PUBLICATION OF THE ALGONQUINS OF ONTARIO NEGOTIATION TEAM

ISSUE 2 - FEBRUARY 2013

This newsletter will provide you with up-to-date information on the negotiations regarding the Algonquins of Ontario land claim.

If you have any questions, contact your Algonquin Negotiation Representative or the Algonquins of Ontario Consultation Office. Contact information is on the back page.

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#### Message from your Algonquin Negotiation Representatives

e are in a historic period in our Algonquin history. On December 13, 2012 the Algonquins of Ontario (AOO), Canada and Ontario released the Preliminary Draft Agreement-in-Principle (AIP). The Preliminary Draft AIP is a culmination of many years of negotiations between the AOO, Canada and Ontario. Our negotiations, beginning in 1991, continue to build on the determined efforts of our people to be heard – including our first message delivered to the Crown through an Algonquin Petition in 1772. It has been a long journey and it is far from over.

The Preliminary Draft AIP is a document that is still under active negotiation. With its release we, your Algonquin Negotiation Representatives (ANRs) with the support of our Principal Negotiator, Robert Potts and our Technical Advisory Group, are now able to further consult with the AOO. These additional efforts will build on the recent series of meetings held across our Territory in the fall of 2012. The negotiators for Canada and Ontario are also consulting with the general public on this document. The Preliminary Draft AIP is a work in progress – still under review – and subject to revision by the three Parties.

Following this review process and any necessary revisions, a final draft of the AIP will be submitted to the AOO for a Ratification Vote. This is expected to take place later in 2013. Should the AIP be ratified by the Algonquin Voters, the final draft AIP would be submitted to the Governments of Canada and Ontario for approval.

The 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 is a non-binding statement of the main elements of a settlement of the Algonquin Land Claim and would form the framework for future negotiations towards a Final Agreement. This Final Agreement would then need to be approved by the AOO and by the Legislature of Ontario and the Parliament of Canada.

Together, we will enhance the Algonquin presence within our Territory and our presence within Canada.

The Preliminary Draft AIP is a starting point for discussion with our people. We encourage each of you to become more informed about the Preliminary Draft AIP and to learn how the elements within this draft would benefit the Algonquin people. Ultimately the choice to move forward will be up to you. Get informed – provide us with your feedback – and stay connected.

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## **The Preliminary Draft Agreement-in-Principle**

The Preliminary Draft AIP was made publicly available in December 2012. It is a document that is still under active negotiation and is being used by the Algonquins of Ontario Negotiation Team to consult with the AOO on the proposed Chapters. The Governments of Canada and Ontario are also consulting with the general public and other interested parties.

An Executive Summary of the Preliminary Draft AIP was also mailed to Algonquin Voters in December 2012. This Executive Summary and the Preliminary Draft AIP in its entirety can be reviewed at http://www.tanakiwin.com/aip.htm.

This February 2013 issue of the AOO Newsletter aims to provide an overview of the key elements of the Preliminary Draft AIP.

#### Preamble

The Preamble to the Preliminary Draft AIP is a short statement that introduces the AIP. The Preamble recognizes the AOO as an Aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982.* It also states that the AIP will 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.* 

#### **Chapter 1: Definitions**

The first Chapter of the Preliminary Draft AIP defines the key terminology that is subsequently used throughout the document.



The General Provisions Chapter sets out the legal framework for the Final Agreement. It contains a number of important clauses, including:

- (a) the **AIP will not be legally binding** but, if approved, will form the basis to negotiate the Final Agreement
- (b) the **Final Agreement will be legally binding** with Aboriginal and treaty rights protected under section 35 of the *Constitution Act,* 1982
- (c) the AOO will continue to enjoy the same rights and benefits as other Canadian citizens
- (d) the Final Agreement may only be amended with the consent of the AOO, Canada and Ontario (the Parties)

**Consultation and Accommodation.** The Final Agreement will establish the obligations of Canada and Ontario to consult and, where appropriate, accommodate the AOO.

**Certainty.** The Final Agreement will constitute a full and final settlement of the AOO's Aboriginal rights with respect to land and natural resources, including Aboriginal title in Canada. Specifically, it will set out what these rights are and where they can be exercised. AOO Aboriginal title and rights in relation to lands and natural resources are not "extinguished" but "continued as modified" by the Final Agreement. The Final Agreement will not affect any Aboriginal rights that the AOO have in Quebec. It will also not affect any Aboriginal rights of Algonquin First Nations that are based in Quebec anywhere, including Ontario.

Releases and Indemnities. The Final Agreement will release Canada and

Should the Final Agreement be approved, the AOO will appoint an Enrolment Board to register Algonquins as Beneficiaries under the Final Agreement. This Enrolment Board will maintain a public registry of Beneficiaries. Canada and Ontario will pay the reasonable costs of this Enrolment Board for the first five years after the Final Agreement is in place. The Final Agreement will set out how, and on what grounds, an Enrolment Board decision may be appealed to a Court.

An individual will 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

<u>or</u>

(b) is a member of the Algonquins of Pikwakanagan 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. Provisions for custom adoption are expected to be explored following the AIP.

### **Chapter 4: Claims Institutions**

Should the AIP be approved, the AOO will discuss and ultimately decide upon the nature of the Algonquin Institution or Institutions that will receive and manage the Settlement Lands, the Capital Transfer and other assets to be transferred. This exercise will require the AOO to develop the governance structure, mandates and powers of these Institutions to ensure the most effective protection of all Beneficiaries' interests. For instance, other settlements have used a combination of Nation and Community Trusts. The AOO will have the ability to decide upon the structures that will best meet their needs.

Ontario 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 will also provide an indemnity in the event Canada and Ontario are successfully sued in relation to such matters.

**Non-Derogation Provisions.** Nothing in the Final Agreement affects, recognizes or provides any constitutionally protected rights for any Aboriginal peoples other than the AOO.

**Other Matters.** Various other matters are addressed by Chapter 2 including access to programs and services, disclosure of information and limitation on challenges, communications and notices.

### **Chapter 3: Eligibility and Enrolment**

The Eligibility and Enrolment Chapter sets out the rules and procedures for how a person of Algonquin descent can become a Beneficiary under the Final Agreement. A "Beneficiary" is defined as a member of the Algonquin Collective who shares in the benefits provided under the Final Agreement. The Algonquin Institutions will be open, transparent and accountable to the Beneficiaries. These Institutions will be developed in such a way to ensure equitable treatment and access to benefits. Institutions may also consider creating programs and services that will target certain Beneficiaries or groups of Beneficiaries based on specific eligibility criteria such as age, place of residence or need.

Following the implementation of the Final Agreement, the AOO may restructure, replace or create new Algonquin Institutions as deemed necessary. In all cases, the AOO will maintain a public register of Algonquin Institutions.

### **Chapter 5: Lands**

Land is critical to cultural recognition and the future economic sustainability of the AOO. The Preliminary Draft AIP establishes that **Ontario will transfer not less than 117,500 acres of Provincial Crown Land** to one or more Algonquin Institutions. This lands package consists of more than 200 parcels of land ranging in size from a few acres to more than 30,000 acres.

The Settlement Lands will be transferred in **fee simple absolute**, the highest form of land ownership in common law. The AOO will hold all surface and subsurface rights, including all minerals on, under or within those lands. Canada and Ontario will retain ownership of the beds of Navigable Waters on Settlement Lands.

Potential **federal land transfers** may be identified between the AIP and the Final Agreement. Federal Crown Land parcels may be added as they are declared surplus to federal needs and if they are deemed of value by the AOO to the overall lands package.

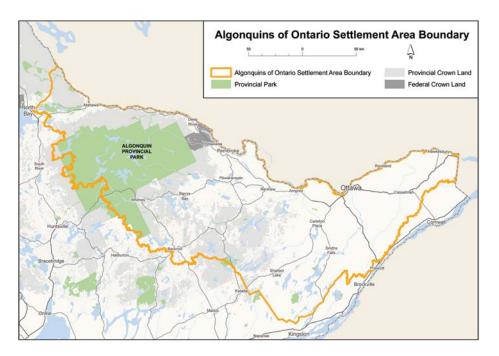
#### **Settlement Area versus Settlement Lands**

"Settlement Area" refers to the entire land claim area spanning over 9 million acres within the watersheds of the Kichisippi (Ottawa River) and the Mattawa River. The Settlement Area includes the National Capital Region and nearly all of Algonquin Park.

"Settlement Lands" refer to the specific parcels of land to be transferred in fee simple absolute to one or more Algonquin Institutions.

The AOO and Ontario will also negotiate agreements with respect to an estimated 8,800 acres of Crown Land known as **Areas of Algonquin Interest**. These agreements will provide special protections for the specified parcels of Crown Land that are of cultural or historic importance to the AOO. The AOO will also have the **right of first refusal** to the White Lake Fish Hatchery and certain other Provincial Parks.

In addition to the Settlement Lands that have been selected, it is proposed that a portion of the Capital Transfer may be used to create a land acquisition fund that could be drawn upon over time as suitable land acquisitions are identified and then acquired. It is also proposed that these future acquisitions be carried out in such a way as to ensure regional fairness and balance.



The AOO's proposed land selections were each chosen for one of four purposes as shown in Figure 2:

- (a) Historical/Spiritual
- (b) Community Recreation and Environmental Protection
- (c) Economic Development, Resources, Tourist Commercial
- (d) Future Institutional, Residential, Industrial Development

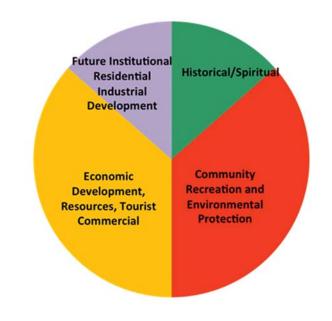


Figure 2: This figure shows the conceptual distribution of Settlement Lands by category and will be subject to final calculations.

The Settlement Lands will be divided into two groups. Approximately 52,300 acres have been identified as **Nation Lands**. The remaining 65,200 acres make up **Community Interest Lands**, which will be used to meet a wide range of Algonquin needs.

To ensure that the Algonquin Institutions are well equipped to receive and manage the Settlement Lands, the individual parcels will be transferred over a number of years, in keeping with a schedule to be worked out between the AOO and the Governments. The nature and powers of the Algonquin Institutions established to manage these lands will be the subject of further discussions between the AIP and Treaty with the opportunity for all AOO to participate in those discussions.

The following highlights specific aspects of Settlement Lands:

**Roads.** Ontario will not transfer Public Roads, but may transfer some unopened road allowances. Municipalities may also transfer some unopened road allowances that fall under their jurisdiction. Nothing in the Final Agreement will create obligations to establish or maintain roads or to provide services to Settlement Lands that are not otherwise required by law.

**Existing Interests – General.** Interests on Settlement Lands existing at the time of transfer will 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. Ontario will facilitate the negotiation of terms and conditions, including access and duration, between the AOO and the holders of existing interests on Settlement Lands.

Figure 1: Algonquins of Ontario Settlement Area Boundary. Sharing Agreements with neighbouring First Nations are to be discussed.

**Forest Operations on Settlement Lands.** Settlement Lands that are subject to a Sustainable Forest License (SFL) will be transferred after the expiry of the Forest Management Plan (FMP) in place as of the date of the AIP. During the remaining term of an existing FMP, the AOO will be consulted regarding any amendments to these FMPs. Leading up to the Final Agreement, the AOO will 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.

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

#### What does the Land Package represent?

- The available Provincial Crown Land in the Settlement Area is 3.3 million acres
- Nearly 2 million acres constitutes Provincial Parks, including Algonquin Park (1.8 million acres), where the AOO will have extensive management input
- This leaves approximately 1.3 million acres of Provincial Crown Land available for AOO land selections
- The land package comprising over 200 parcels of land is approximately 10% of the available Provincial Crown Land
- Additional opportunities remain for federal land acquisition post AIP and willing buyer/willing seller of private lands post Treaty

#### Chapter 5: Lands (cont'd)

**Public Access to Protected Areas.** The public will continue to have access to Provincial Parks and other Protected Areas across Settlement Lands as set out in the Final Agreement.

**Boundaries, Surveys and Descriptions.** Canada and Ontario will pay the surveying costs to establish the boundaries of Settlement Lands and certain other legal interests.

**Environmental Assessment.** Canada's and Ontario's transfer of Settlement Lands will be subject to environmental assessment as set out in applicable provincial and federal laws.

**Contaminated Sites.** Unless otherwise agreed, Canada and Ontario will 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.

Land Use Planning. Land use planning jurisdictions of Ontario, municipalities and planning boards will apply to the Settlement Lands, subject to certain exceptions. The Final Agreement will describe the process to be used to assign Official Plan designation and zoning for each parcel of Settlement Land located within a municipality.

Access to or Across Settlement Lands. Laws governing access to or across private property will apply to Settlement Lands unless otherwise stated in the Final Agreement. Certain researchers currently conducting research on Crown Lands with the permission of Ontario will continue to have access to those lands for research purposes should they become Settlement Lands. Persons who hold legal interests will also have access across Settlement Lands through legal instruments, such as easements, as set out in Descriptive Plans for the exercise of that party's right, title or legal interest located off Settlement Lands.

The AOO will work with groups that maintain trails for the public or group members. The public will continue to have the right to use existing portages linking Navigable Waters.

**General.** Settlement Lands will continue to be subject to any special provisions that may be set out in the Final Agreement. Nothing in the Final Agreement will confer any right of ownership of waters on Settlement Lands except as otherwise set out in the AIP.

#### Chapter 6: Capital Transfer and Loan Repayment

The Preliminary Draft AIP states that Canada and Ontario will transfer **\$300 million** to one or more Algonquin Institutions which will be Trusts established for the benefit of the Algonquin Beneficiaries. These funds will be transferred in three payments over a two-year period starting on the Effective Date of the Final Agreement.

The Capital Transfer amount is based on December 2011 values and will be adjusted for inflation from that time to the Effective Date. Furthermore, Canada and Ontario will pay the AOO interest on the second and third payments made after the Effective Date.

As part of the 2010 Memorandum of Understanding between the AOO and Canada, \$10 million (out of the \$300 million) will be transferred to the AOO on the Signing Date of the Final Agreement for the purpose of Algonquin engagement in the redevelopment of the former CFB Rockcliffe site in Ottawa. For additional information about this project see "The Algonquin Presence" on page 9.

Income earned by Algonquin Institutions from the investment of some or all of the Capital Transfer amount will accrue tax free, if they are held in a "Settlement Trust" as defined in the Preliminary Draft AIP. As such, if managed and invested prudently, the Capital Transfer amount will be the source of significant funding for AOO programs and services – programs and services that will be designed to make a real and positive difference in the lives of the Beneficiaries and enhance and preserve Algonquin culture. Provided the principal amount of the Capital Transfer is preserved and some portion of the investment income is reinvested [tax free], the funding available to support such programs and services will grow exponentially over time.

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

To enable the continuation of negotiations, the AOO have incurred a number of loans from the Government of Canada. Efforts are ongoing to secure a reconsideration of these loans.

#### **Chapter 7: Forestry**

Since time immemorial, forested areas have been integral to the Algonquin way of life. The Forestry Chapter recognizes the importance of the Forest Industry to the AOO and outlines a number of initiatives designed to foster meaningful participation by the AOO, including:

#### What about Minerals and Aggregates?

Settlement Lands to be transferred in fee simple will include all surface and subsurface rights including, without limitation, all minerals on, under or within those lands.

The *Mineral Exploration and Development Protocol Agreement* between the AOO and the Ministry of Northern Development and Mines - the first of its kind in the province - sets out guidelines for mineral exploration on Crown Land that reflect that the AOO:

- place great value on mineral resources and their development in a safe, environmentally responsible and culturally sensitive way
- will continue to be consulted, and create cooperative working relationships, partnerships and agreements with mineral exploration and development proponents
- (a) the development of 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 AOO 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) the consideration of the potential for Algonquin benefits as a relevant factor when Ontario is evaluating tender bids or other government contracting procedures

- (c) the provision of training opportunities by Ontario and the Algonquin Forestry Authority for the AOO in the Forest Industry in Algonquin Park, including silviculture
- (d) the establishment of measures to develop Algonquin capacity to play a meaningful role in the Forest Industry throughout the Settlement Area
- (e) the consultation by Ontario with the AOO regarding any new forestry policy initiatives including the Ontario forestry tenure and pricing review

Ontario will appoint at least one person nominated by the AOO to the Board of Directors of the Algonquin Forestry Authority for Algonquin Park.

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



### **Chapter 8: Harvesting**

The key elements of the Harvesting Chapter are summarized below.

**Harvesting Rights.** The AOO will have the right to harvest fish, wildlife, migratory birds and plants for domestic purposes throughout the year on Crown Lands and Settlement Lands within the Settlement Area, and on other lands where the private landowner consents.

The AOO will have the right to trade and barter amongst themselves for fish, wildlife, migratory birds and plants. Matters relating to trade and barter with other Aboriginal peoples will be discussed prior to the Final Agreement.

Algonquin harvesting rights will be subject to Provincial and Federal measures or legislation necessary for conservation, and public health and safety. Prior to the implementation of any conservation measures, Canada and Ontario will consult with the AOO and will make efforts to minimize the impact on Algonquin harvesting rights.

The AOO will be consulted during the development of conservation measures that may apply within the Settlement Area to Species at Risk.

Algonquin harvesting rights are recognized as communal rights and the AOO will have the legal authority to allocate, monitor and manage

## Can the government impose limits on our harvesting rights?

All Aboriginal and treaty rights to harvest are subject to certain limitations if those limitations are for an appropriate purpose, such as conservation, public health or public safety, and if the measures instituting the limitation can be justified in accordance with the *Sparrow* decision of the Supreme Court of Canada.

However, the Preliminary Draft AIP provides that the government must prove that a measure that limits harvesting rights is necessary for conservation, public health or public safety. Further, in enacting such measures, the government must consider reasonable means to minimize the impact of any conservation measure on our ongoing harvesting.

The Algonquins will be involved in fisheries management planning and the creation of Harvest Plans for certain species that may also include limitations on harvesting in the interests of conservation.

It is the view of legal counsel that these provisions of the Harvesting Chapter appropriately reflect the principles of the Supreme Court of Canada decision in *Sparrow*.

If in the future it is determined that there is a conservation risk to another species within or near the Settlement Area, the Minister of Natural Resource may designate it to be an Allocated Species only after consultation with the AOO.

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

The process for allocating species will involve the AOO in data sharing, gathering and analysis.

Algonquin harvesting of moose in Algonquin Provincial Park will continue in the area currently harvested for that purpose. The AOO and Ontario may amend this area in the future in accordance with the Final Agreement.

A process will also be established for the AOO to work with Ontario to develop Algonquin Harvest Plans with respect to the harvesting of moose and elk in the Settlement Area.

The AOO will endeavour with Ontario to develop principles and processes of fisheries planning for the Settlement Area, including Algonquin Park, to be set out in the Final Agreement.

The Final Agreement will provide for comprehensive fisheries management and planning by the AOO and Ontario in the Settlement Area, to facilitate conservation and sustainability of the fisheries and the exercise of Algonquin rights to harvest fish.

harvesting by Algonquin Beneficiaries.

The nature and extent of rights incidental to Algonquin harvesting, including the use of natural resources, and the placement or construction of incidental shelters will be further explored prior to the Final Agreement.

Sharing agreements between the AOO and other Aboriginal peoples, particularly those neighbouring Aboriginal peoples, will be addressed in the Final Agreement.

**Harvesting Management.** The AOO, Canada and Ontario will work together with respect to the conservation and management of wildlife, fish and migratory birds within the Settlement Area.

Moose and elk will continue to be Allocated Species within the Settlement Area.



### Chapter 8: Harvesting (cont'd)

Prior to the Final Agreement, the AOO, Canada and Ontario (in consultation with other users) will make concerted efforts to develop a comprehensive Fisheries Management Plan (FMP) for fishing in Algonquin Provincial Park. This FMP will provide fishing opportunities for all park users and will provide for the conservation of brook trout in Algonquin Park.

**Trapping.** The trapping of furbearers for commercial sale shall be governed by a Trapping Harmonization Agreement to be negotiated by Ontario and the AOO.

**Enforcement.** Legislative provisions respecting license fees, charges or royalties in respect of the harvest of fish, wildlife or migratory birds will not apply to the harvest of fish, wildlife or migratory birds in the Settlement Area for domestic purposes under the Final Agreement.

The AOO who harvest or attempt to harvest, transport or possess fish, wildlife, migratory birds or plants will be required to provide documentation issued by the AOO permitting them to harvest fish, wildlife, migratory birds or plants. The documentation must be of sufficient detail to identify the individual as an Algonquin of Ontario.

The AOO will continue to be required to obtain licenses for the use and possession of firearms under federal or provincial law on the same basis as other Aboriginal peoples.

**General Provisions.** A number of general provisions are included in this Chapter that clarify that:

- (a) the jurisdiction of Canada and Ontario will be maintained in relation to fish, wildlife, migratory birds and plants
- (b) harvesting by the general public will 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

### **Chapter 9: Parks and Protected Areas**

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

This Chapter also applies to the Rideau Canal National Historic Site, which is not technically a National Park but is being treated as if it were one for the purposes of the Chapter. There are in fact no National Parks within the Settlement Area.

**Participation in Protected Area Management.** The Parties agree that Ecological Integrity will be the first priority in the management of Protected Areas in the Settlement Area.

The Final Agreement will provide that Ontario will appoint at least one person nominated by the AOO to the Ontario Parks Board of Directors. If other boards are established related to Protected Areas in the

The Final Agreement will set out three levels of Algonquin engagement in Protected Area management as follows:

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

**Level 2:** The AOO 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 AOO and the Protected Area Manager will work through an Algonquin Planning Committee to jointly develop, amend and examine Management Plans, Management Statements, secondary plans, natural heritage education programs and any other strategic plans for Protected Areas. Should agreement not be reached through the Algonquin Planning Committee, the AOO would make submissions to the Minister of Natural Resources who would consider those submissions when making a decision.

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

Westmeath (Bellows Bay) Provincial Park will be renamed by the AOO and Ontario.

Access to Protected Areas. The Final Agreement will deal with access roads, trails, use of motorized vehicles and other access issues in Protected Areas through Protected Area Management Planning processes that consider the maintenance of Ecological Integrity as well as the Algonquin interest in access to Protected Areas for harvesting. The AOO will 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.** The Final Agreement will 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 AOO will explore the development of a signature project such as a cultural centre, 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.** The Final Agreement will support employment and capacity training for the AOO to help them meet job requirements in Protected Areas. Prior to the Final Agreement, Ontario and the AOO will explore the potential for an Algonquin steward program for Algonquin Park.

Additions to Protected Areas. The Final Agreement will 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.

Settlement Area, the AOO will also have representation on those boards.



**De-regulation of Certain Provincial Parks.** Certain Provincial Parks<sup>2</sup> will not be recommended by Ontario to be de-regulated in whole or part without prior written authorization by the AOO. Such authorization would not be unreasonably withheld.

1. Level 3 parks other than Algonquin Park 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.

2. 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. National Parks and Related Federal Matters. Canada will consult with the AOO 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 AOO and Canada will 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 will provide the AOO free access for boat launching and related parking and lockage. Prior to the Final Agreement, Canada and the AOO will discuss:

- (a) AOO involvement in management planning related to the Rideau Canal National Historic Site
- (b) AOO access to selected lock station sites for constructing storyboards or picnic and rest stop facilities
- (c) AOO 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**

The Preliminary Draft AIP recognizes that Algonquin heritage resources represent the physical and spiritual manifestation of ancestral ways of life, traditional values and knowledge. Archaeological artifacts attest to the history of the land and the AOO who have lived on it for centuries. It is critical that these resources be preserved and respected in a manner consistent with Algonquin traditions and made available to the AOO for cultural and educational purposes.

The Heritage and Culture Chapter of the Preliminary Draft AIP recognizes that the AOO have an interest in the stewardship and conservation of these heritage resources. It includes a number of key elements which will be negotiated prior to the Final Agreement including those elements highlighted below:

#### Stewardship and Conservation of Algonquin Heritage Resources

through the establishment of an Algonquin Repository to receive, protect and preserve Algonquin artifacts. This includes the return of any Algonquin human remains and associated artifacts in the possession of the Canadian Museum of Civilization or the Royal Ontario Museum. The Canadian Museum of Civilization will make arrangements for the lending, transfer or sharing of Algonquin artifacts to appropriate Algonquin Institutions. Additionally, the AOO, Canada and Ontario will 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.

**Data Sharing Agreements** to foster the shared interest in conserving Algonquin heritage resources, while also serving to preserve the confidentiality of any information that is generally not available to the public.

Issues relating to Algonquin interests in **Archaeological Fieldwork** within the Settlement Area.

An **Algonquin Burial Site Protocol** to apply when a burial site is discovered in the Settlement Area. This protocol will take into account

The Final Agreement will 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.

### **Chapter 11: Self-Government**

The Final Agreement can only be concluded if the Parties are able to agree on matters related to self-government arrangements for the Algonquins of Pikwakanagan First Nation, including the Algonquins of Pikwakanagan First Nation reserve.

The discussions between the Algonquins of Pikwàkanagàn First Nation and the Governments about self-government are in the early exploratory stages. Members of the Algonquins of Pikwàkanagàn First Nation will be consulted and kept informed at each stage as the discussions continue over the next several years.

Nothing else in the Final Agreement will affect any Aboriginal right of selfgovernment that the AOO may have or prevent any future negotiations among the Parties relating to self-government.

## How are the other Algonquin communities affected?

The AIP will not affect any Aboriginal rights of self-government for those Algonquins who are not part of self-government arrangements.

The AIP will protect the future rights of the other Algonquin communities to negotiate self-government.

### **Chapter 12: Taxation**

The AOO have negotiated a number of tax arrangements that will ultimately increase the inherent value of the settlement package as outlined below:

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

Property taxes will not be paid on approximately 51,500 acres of Specified Algonquin Lands as long as they remain unimproved. Structures used for harvesting, such as cabins and tent frames will not be considered improvements. The AOD will enter into financial arrangements with the appropriate government authorities to cover the costs of services (such as fire, policing and ambulance) as required.

Property taxes will be paid (depending on the applicable designation of each parcel) on all other Settlement Lands after they are transferred to Algonquin Institutions/Trusts. The timing of these transfers will be agreed upon in discussions with the Governments leading up to the Final Agreement.

If the capital transferred to the AOO is invested in a Settlement Trust, the income on that investment will be tax-free. The requirements of a Settlement Trust will be set out in a Tax Treatment Agreement, and will include certain restrictions on the investments and activities of the Trust and restrictions on the Beneficiaries of the Trust.

traditional Algonquin burial practices and recognize that human remains and artifacts associated with human remains are to be treated with respect and with minimal disturbance. The preference of the AOO will also be that the human remains and associated artifacts be reinterred in the place of discovery or in another location selected by the AOO.

Additionally, the Parties will explore the feasibility of:

- An **Algonquin Nation Trail System** that recognizes and celebrates Algonquin history and culture, and promotes tourism and economic development
- **Comprehensive Algonquin values mapping** for the Settlement Area, including the identification of potential areas of Algonquin heritage resources
- Algonquin language and **culturally appropriate place-names and public signage** for culturally or historically significant sites, consistent with applicable legislation and policy

## What does the tax status mean for the value of the Capital Transfer amount?

If the Trust investment income were taxable, the settlement amount would have to be as much as **\$650 million** to generate the same level of revenue for A00 programs and services.

The value of the tax free status depends on the investment strategy adopted by the Trust.

## Chapter 12: Taxation (cont'd)

Subject to transitional measures negotiated following self-government arrangements (which may be negotiated with the Algonquins of Pikwàkanagàn First Nation, including the Algonquins of Pikwàkanagàn Reserve), section 87 of the *Indian Act* will not apply to any Beneficiary after the Effective Date of the Final Agreement.

### **Chapter 13: Dispute Resolution**

This Chapter outlines processes to resolve any disputes that arise regarding the interpretation, implementation or alleged breaches of the Final Agreement. The AOO, Canada and Ontario commit to using all reasonable efforts to resolve disputes in a timely, non-adversarial manner without litigation.

A Dispute Resolution process will 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 will 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**

An Implementation Plan is required to ensure that the AOO's package of rights and benefits set out in the Final Agreement is fully achieved. The Implementation Plan will be developed prior to the initialling of the Final Agreement and will have a term of 10 years that may be extended if necessary.

The Implementation Plan will identify the following:

- (a) the obligations of the Parties under the Final Agreement
- (b) the costs associated with discharging those obligations and who will pay those costs
- (c) the 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 can be amended

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

An Implementation Committee, including one member appointed by each

## Chapter 15: Ratification of the Agreement-in-Principle

This Chapter sets out the AIP Ratification Process and deals with the enrolment of Algonquins for the purpose of voting on the AIP. The Ratification Vote is expected to take place later in 2013.

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

The entitlement to vote is based upon the Eligibility Criteria for enrolment provided in Chapter 3 and outlined earlier. 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.

Decisions of the Review Committee are final for the purposes of the AIP Ratification Vote but will not determine future rights to enrol as a Beneficiary after the Final Agreement is in effect.

Protests are managed by a Review Committee, appointed by the AOO, in consultation with Canada and Ontario.

#### Chapter 16: Ratification of the Final Agreement

The ratification of the Final Agreement will require:

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

The Ratification Committee that was established under Chapter 15 to deal with the ratification of the AIP will manage the implementation of the Final Agreement Ratification Process. The tasks of the Ratification Committee will include establishing a Preliminary Voters List and a Final Voters List, preparing and distributing information about the Algonquin Ratification Vote and conducting and reporting the results of the Ratification Vote. A process to deal with protests from enrolment decisions of the Ratification Committee will be set out in the Final Agreement.

The details of the Final Agreement Ratification Vote process are still to be developed.

of the Parties, will be established prior to the Effective Date of the Final Agreement. This Committee will 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 will be required to submit annual reports that will be widely available to all Algonquins of Ontario and the general public.

#### **UPDATE ON VOTER ENROLMENT**

- An initial Voter Enrolment process resulted in the posting of a Preliminary List of Voters in March 2011 and a supplementary Voters List in April 2011
- The Voter Enrolment process was reinstated in early 2012 in the expectation of a vote on a draft AIP in 2013
- The 2012 Preliminary List of Voters (Updated) numbering over 8700 eligible Algonquin Voters was posted in May 2012
- There have been some protests filed challenging Voters who have been enrolled as well as protests by applicants who were denied enrolment
- These protests, along with other protests filed in the initial 2011 phase of enrolment, are being processed by the Review Committee, or where appropriate, by former Superior Court Justice James Chadwick, all in accordance with the ratification process contained in Chapter 15
- At the request of the Review Committee, Canada, Ontario and the AOO have agreed to extend the time for the protests to be resolved to the spring of 2013
- Following the processing of the protests, the 2013 Final List of Eligible Algonquin Voters for the draft AIP will be posted

Watch for further details.

## **The Algonquin Presence**

The Algonquins of Ontario, unlike most other First Nations, have never had a land surrender treaty with the Crown. Through an Algonquin Treaty we will be recognized as an Aboriginal people and be provided constitutional protection for our rights. Through financial and land transfers, the AOO will be able to build a long-term sustainable economy for all Algonquins of Ontario as well as respond to our present and future social and economic needs.

A Treaty will provide unparalleled economic development opportunities that will not only benefit the AOO, but will also provide a tremendous benefit to our neighbours living within Eastern Ontario. A Treaty will remove the barriers to economic growth created by existing uncertainties and contribute to a more stable social, political and economic environment with greater potential for regional economic development, jobs and growth.

With negotiations moving forward, the AOO continue to be key participants in the development of land, resources and public policy throughout the Settlement Area. Provided below is an update on a number of exciting initiatives being coordinated by the AOO Consultation Office. For additional information, contact the AOO Consultation Office or visit www.tanakiwin.com.

#### The Redevelopment of CFB Rockcliffe

In 2010, the AOO and Canada Lands Company CLC Limited (CLC) entered into an exciting and innovative Participation Agreement for the redevelopment of the former Canadian Forces Base Rockcliffe in Ottawa.

CFB Rockcliffe was originally established by the Department of Defence in 1898. The base was once home to over 450 military families, but since 1994, has been decommissioned. CLC acquired the site from the federal government in 2011 and is now commencing the planning and consultation process for the site's redevelopment.

The Participation Agreement establishes a direct financial interest for the AOO in the development of one of the most desirable and valuable parcels of land in Canada. Specifically, this Participation Agreement provides opportunities for cooperation between CLC and the AOO including:

- commemoration of the history and connection of the Algonquin people with the site
- AOO engagement in all stages of the concept development, land use planning and detailed design
- the opportunity for AOO to acquire a defined amount of lots or blocks under the municipally-approved plan, as development takes place

Through the Participation Agreement, the AOO and CLC are committed to maintaining a list of qualified Algonquin companies with the capacity, experience and financial strength to provide consulting services or to undertake various elements of servicing to support the redevelopment of the site. These services include engineering, road construction, sanitary and sewer installation and landscaping – and a host of other opportunities. CLC is committed to informing these companies of any tenders associated with the redevelopment of Rockcliffe.

#### The Ottawa Light Rail Transit System

Since the early inception of the Ottawa Light Rail Transit (OLRT) project, the City of Ottawa not only recognized that the project is located within Traditional Algonquin Territory, but also embraced a tremendous opportunity to recognize and celebrate the art, culture and heritage of the Algonquins through the planning, design and building of the OLRT.

**OLRT Art Program.** Through an innovative partnership between the City of Ottawa and the AOO, LeBreton Station was identified as an "Algonquincentred" transit station designed to reflect the historical and contemporary cultural significance of the Algonquin community.

In November 2012, two Calls were released to Algonquin artists. One Call was directed towards professional artists who have significant experience with creating art out of permanent materials. The second Call was targeting artists with little to no experience in public artwork but who wished to be consulted and/or collaborated with on this project. The shortlisted artists selected from these two Calls will be asked to work directly with the Algonquin community and the OLRT Design Team to develop and produce designs for artworks that are to be integrated with the architectural and/or landscape design of LeBreton Station. Additional opportunities for Algonquin artists to participate in the future stages of the OLRT project will be available over the course of the next several years.

**Selection of the Project Proponent.** In December 2012, the Rideau Transit Group was endorsed by Ottawa City Council as the preferred Project Proponent to design, build, finance and maintain the OLRT system. As part of the City of Ottawa's commitment to engaging the AOO, the Rideau Transit Group will be meeting with the AOO to discuss the availability and use of Algonquin personnel, equipment and materials for this project.

For more information, visit www.ottawalightrail.ca.

For more information, visit www.clcrockcliffe.ca.

#### **DOORS OPEN FOR ALGONQUIN BUSINESSES!**

To provide additional information about upcoming opportunities for Algonquin businesses with the Rockcliffe Redevelopment and Ottawa Light Rail Transit (OLRT) projects, the Algonquins of Ontario will be hosting the **AOO Business Forum on Tuesday, March 5, 2013**. Representatives from Canada Lands Company and the OLRT team will be on hand to share information, answer questions and network with interested Algonquin businesses.

#### The AOO Business Forum sets out to achieve a number of objectives including:

- 1. Providing the City of Ottawa and the Rideau Transit Group, the Ottawa City Council endorsed preferred Project Proponent, with the opportunity to discuss the availability and use of Algonquin personnel, equipment and materials for the OLRT project
- 2. Providing Canada Lands Company with the opportunity to explore avenues for Algonquin businesses to supply consulting services or to undertake various elements of servicing to support the redevelopment of the former CFB Rockcliffe site
- 3. Providing interested Algonquin businesses with the venue to learn more about business opportunities with the OLRT and Rockcliffe Redevelopment projects and to network with representatives from each project

To learn more or to confirm your attendance, contact the Algonquins of Ontario Consultation Office Toll-Free at 1-855-735-3759 or 613-735-3759 or by email at algonquins@nrtco.net.



CANADA LANDS COMPANY Société immobilière du Canada



#### **Event Details:**

Date: Time: Location: March 5, 2013 2 p.m. to 5 p.m. The Campbell Room The Best Western Pembroke Inn & Conference Center 1 International Drive, Pembroke, ON

## The Algonquin Presence (cont'd)

#### The Proposed NCC Interprovincial Bridge

Since time immemorial, the Kichisippi (now known as the Ottawa River) and its islands have been of fundamental historical, cultural and spiritual importance to the Algonquin people. Once an important Algonquin highway of commerce, cultural exchange and transportation, the Ottawa River now serves to define the border between the provinces of Ontario and Quebec, creating unique transportation challenges in the National Capital Region.

It has been almost 40 years since the Portage Bridge, the most recent of five vehicular bridges crossing the Ottawa River to link Ottawa and Gatineau, was unveiled. Since that time, deficiencies in the local transportation system have resulted in increased auto emissions, traffic delays and heavy truck traffic in the urban core of the City of Ottawa.

To address this need for a new crossing, the National Capital Commission (NCC), in partnership with the Ministry of Transportation of Ontario and the Ministère des Transports du Québec, and in cooperation with the City of Ottawa and the Ville de Gatineau, initiated the Interprovincial Crossings Environmental Assessment (EA) Study.

The purpose of the Study is to examine all reasonable options to improve interprovincial transportation capacity across the Ottawa River in order to address long-term needs. The objectives of the project are to:

- enhance quality of life for residents of the National Capital Region
- reduce peak-hour congestion across the Ottawa River
- enhance the regional economy
- provide provincial-municipal highway connections
- link existing truck routes
- provide high mobility and accommodate all modes of travel
- complement transit objectives and plans
- minimize natural, socio-economic, and cultural impacts
- maximize societal benefits

The first phase of the Study was launched in 2006 and confirmed the need for a new interprovincial crossing. Ten corridor locations were proposed, evaluated and ranked. Based on the evaluation criteria, the three highest ranked corridors (Kettle Island, Lower Duck Island and Gatineau Airport/McLaurin Bay) were then carried forward for further examination.

The second phase of the Study was initiated in October 2009 and is being undertaken in two stages. Phase 2A established the scope of the

EA process and detailed the Study Design. Now in Phase 2B, the Study will determine the recommended crossing location, identify potential environmental impacts and develop a series of mitigation measures to minimize the impacts of a new crossing.

Recognizing that this project is in the heartland of the Algonquin Traditional Territory, the Study partners are committed to engaging the AOO in a meaningful way throughout the duration of the project. To facilitate this engagement, the AOO and project partners collaborated on a work plan that specifically identifies how the AOO will provide input throughout the planning, design and construction phases of the project.

With the Study partners committed to fostering transparent, open and meaningful dialogue, the AOO will contribute the following to the project:

- identification of how the AOO would like to be involved in engagement activities for the planning and development of the project
- identification of potential impacts of the project on asserted or established AOO Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*

Several meetings were held between the AOO and the Study partners throughout Phases 1 and 2A to share ideas and discuss issues of mutual interest, including archaeology, the natural environment (such as fisheries and wildlife), as well as the preliminary design of the bridge. The AOO will also be participating in the review of the proposed crossing locations through its representation on the Evaluation Committee.

The scheduled engagement throughout Phase 2B of the project involves four key opportunities for AOO input:

Round 1: Priorities and Values Round 2: Corridor-specific Input Round 3: Ranked Corridor Input Round 4: Review of EA Study Report and Preliminary Design

We are currently about 60 percent complete the Round 2 work program.

The continued participation of the AOO as the project moves forward provides an important opportunity to enhance the recognition and celebration of Algonquin history in the heart of the nation's capital.

To learn more, visit www.ncrcrossings.ca.

#### The American Eel

The American Eel is considered to be sacred to the Algonquin people and has been an essential part of Algonquin culture for thousands of years. Recently, the number of Eels in the St. Lawrence Basin has been reduced significantly, falling approximately 99 percent from local populations in the 1980s, a span of only 30 years. Today, we are left with only a remnant population in Ontario.



In December 2012, the AOO released its landmark report entitled, "Returning Kichisippi Pimisi, the American Eel, to the Ottawa River Basin" available at http://www.tanakiwin.com/news.htm. The report calls for increased protection of the American Eel and highlights a number of key considerations to be included in Eel Recovery Plans. It is vital to the Algonquin people that viable populations of the American Eel be restored to its historical range in Ontario and specifically to traditional waters throughout the Ottawa River Basin.

Several months ago, the AOO, in partnership with the Canadian Wildlife Federation, embarked on a study designed to bridge the gap between scientific knowledge and cultural heritage through the collection of Algonquin Traditional Knowledge about Kichisippi Pimisi. The ultimate objective of this study is to assist in re-establishing a connection between the sacred Kichisippi Pimisi and the Algonquin people.

In February 2013, the American Eel was featured as part of the BBC Radio 4 show entitled "Saving Species". The program along with additional information and photos are posted at: http://www.bbc.co.uk/programmes/b01q8ndr.

The image of the American Eel (Kichisippi Pimisi) was created by Tony Amikons, Algonquins of Pikwàkanagàn First Nation.

#### **Tripartite Public Information Sessions**

Algonquins are encouraged to attend one of the following Tripartite Public Information Sessions where members of the negotiating teams for the AOO, Canada and Ontario will be on hand to share information and answer questions. These sessions will offer a valuable opportunity for Algonquins to continue building relationships with our neighbours.

Wednesday, March 6, 2013 Tudor Hall 3750 North Bowesville Road, Ottawa, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Thursday, March 7, 2013 Perth Lions' Hall Intersection of Halton Street and Arthur Street, Perth, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Friday, March 8, 2013 Travelodge Hotel LaSalle 2360 Princess Street, Kingston, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Tuesday, March 12, 2013 Best Western North Bay 700 Lakeshore Drive, North Bay, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m. Wednesday, March 13, 2013 Mike Rodden Arena and Community Centre 450 Hurdman Street, Mattawa, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Thursday, March 14, 2013 Best Western Pembroke Inn 1 International Drive, Pembroke, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Friday, March 15, 2013 Faraday Community Centre 29860 Hwy 28 E (corner of Hwy 28 & Lower Faraday Road), Bancroft, ON 3 p.m. to 8 p.m. with an overview presentation from 6:30 p.m. to 7:00 p.m.

Saturday, March 16, 2013 Radisson Hotel Toronto East 55 Hallcrown Place, Toronto, ON 12 p.m. to 4 p.m. with an overview presentation from 2:00 p.m. to 2:30 p.m.

#### Sharing Stories of the Algonquin Experience

TED<sup>X</sup> AlgonquinPark **TEDxAlgonquinPark**, an independently organized community event, designed to spark new ideas and conversations, took place on **September 6**, **2012** at the Algonquin Park Visitor Centre. A diverse collection of speakers presented

thought-provoking ideas about recreation, conservation, forestry and relationships to Algonquin Park.

Speakers included the Algonquins of Pikwàkanagàn First Nation Chief Kirby Whiteduck, Olympic Champion Adam Van Koeverden, Researcher Dr. Kathy Lindsay, Classical Guitarist Adam Ruzzo, Artist Gene Canning and Logger Jamie McRae. The goal of **TEDxAlgonquinPark** is to introduce listeners to new ways of thinking about the park and their local communities. TEDx conferences are modeled after the original annual TED conferences featuring experts from around the world. Talks from the original TED conferences are available at ted.com and highlight ideas from some of the world's leading minds on any topic from neurosurgery to history. TEDx conferences (the x denotes an independently organized event) were created to bring that energy and innovation to a community level.

Listen to the presentation by Chief Kirby Whiteduck and others at: http://www.youtube.com/playlist?list=PLjyhS2J6zkESMU6pl7MtjiileAvH bMz9a

Planning for TEDxAlgonquinPark 2013 is underway with details to be released this spring.

#### **MARK YOUR CALENDARS!**

THE ALGONQUINS OF ONTARIO NATION GATHERING

Saturday, July 27, 2013

Hosted by

Algonquins of Kijicho Manito Madaouskarini (Bancroft) and Algonquins of Whitney and Area

Featuring traditional drumming groups, singers, arts and crafts and displays of wildlife and historical photographs.

North Hastings Community Centre 103 Newkirk Boulevard, Bancroft



## Renewed Hope - A Journey of Survival, Rebuilding and Self Sufficiency

## Who's Who

#### **Algonquin Negotiation Representatives**

The Algonquin Negotiation Team consists of the Chief and Council of the Algonquins of Pikwakanagan First Nation and one representative from each of the nine other Algonquin communities. These Algonquin Negotiation Representatives (ANRs) are elected by the Algonquins of Ontario through elections for a three-year term. Your 16 ANRs and their Community affiliation are as follows:

Clifford Bastien Jr.	Patrick Glassford	Randy Malcolm
Mattawa/North Bay	Greater Golden Lake	Snimikobi (Ardoch)
Ronald L. Bernard	Davie Joanisse	Cliff Meness
Pikwàkanagàn	Antoine	Pikwàkanagàn
Katherine Cannon Kijicho Manito Madaouskarini (Bancroft)	Sherry Kohoko Pikwàkanagàn	Jim Meness Pikwàkanagàn
Lynn Clouthier	Dan Kohoko	Kirby Whiteduck
Ottawa	Pikwàkanagàn	Pikwàkanagàn
Bob Craftchick	H. Jerrow Lavalley	Richard Zohr
Whitney and Area	Pikwàkanagàn	Bonnechere
Doreen Davis Shabot Obaadjiwan (Sharbot Lake)		

#### **Technical Advisory Group**

The AOO have gathered the following group of experts to support negotiation and consultation efforts:

Robert Potts Principal Negotiator and Senior Legal Counsel Senior Partner Blaney McMurtry LLP	Joan Holmes Membership and Enrolment President Joan Holmes & Associates Inc.
Alan Pratt Legal Counsel Alan Pratt Law Firm	Bruce Thompson Accounting Partner MacKillican & Associates
Jim Hunton Land Use Planning and Consultation Vice President Jp2g Consultants Inc.	Janet Stavinga Executive Director Algonquins of Ontario Consultation Office
Brad Heys Economic Development Planning Vice President NERA Economic Consulting	

## **Next Steps**

There are still a number of stages ahead in this process. Once the AOO have had a chance to review the Preliminary Draft AIP and any necessary changes to the content are made, a final draft AIP will be submitted to Algonquin Voters for a Ratification Vote. We expect this to take place later in 2013. Should the AIP be ratified by the Algonquin Voters, the final draft AIP will be submitted to the Governments of Canada and Ontario for approval.

If approved, negotiations leading to the Final Agreement could then begin. It is anticipated that it will take approximately three to five years to reach the Final Agreement. Once completed, the Final Agreement, or Treaty, will be submitted to Algonquin Voters once again for a Ratification Vote.

If successful, the Legislature of Ontario and Parliament of Canada will

also need to pass legislation approving the Final Agreement.

# Stay Informed – Stay Connected!

In addition to the Tripartite Public Information Sessions, watch for upcoming community meetings to be scheduled by your local Algonquin Negotiation Representatives.

If you have moved, provide your up-to-date contact information to ensure that you continue to receive updates on the Preliminary Draft Agreement-in-Principle, future voting information and are made aware of upcoming meetings.

Contact your local Algonquin Negotiation Representative or the AOO Consultation Office Toll-Free at 1-855-735-3759 or 613-735-3759 / Email algonquins@nrtco.net.

This publication as well as other information on the Preliminary Draft Agreement-in-Principle can be found at www.tanakiwin.com.