

PROPOSED AGREEMENT-IN-PRINCIPLE

AMONG:

THE ALGONQUINS OF ONTARIO

-and-

ONTARIO

-and-

CANADA

Certification of True Copy

We, the Principal Negotiator for the Algonquins of Ontario, the Chief Negotiator for Ontario and the Chief Federal Negotiator for Canada, certify the attached document (including the compact disc) is a true copy of the Proposed Agreement-in-Principle that has been initialled by us on Friday, May 29, 2015 and recommended to our respective principals. An electronic version of this Proposed Agreement-in-Principle may be viewed at tanakiwin.com/aip.htm.



Robert J. Potts
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Friday, May 29, 2015

Date



Brian A. Crane, Q.C.
Chief Negotiator for Ontario

Friday, May 29, 2015

Date



Ronald L. Doering
Chief Federal Negotiator for Canada

Friday, May 29, 2015

Date

AGREEMENT-IN-PRINCIPLE

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PREAMBLE

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

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

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

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 DEFINITIONS

The following definitions shall apply in the Agreement-in-Principle:

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

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

“Agreement-in-Principle” means this Agreement;

“Algonquin Allocation” means the Algonquin allocation of a Total Allowable Harvest as determined pursuant to 8.3;

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

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

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

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

“Algonquin Collective” means a geographic collective of Algonquins located within, or in municipalities in Ontario immediately adjacent to, the Settlement Area which derives from or has evolved from an Historic Community or Band and is demonstrated by geographical concentrations of life and death event evidence including birth, baptism, education, marriage, residence, employment, economic, death and burial evidence and for greater certainty includes Antoine, Bancroft, Bonnechere, Greater Golden Lake, Mattawa/North Bay, Ottawa, Pikwakanagan, Shabot Obaadjiwan, Snimikobi, and Whitney and Area;

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

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

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

“Algonquin Heritage Resources” means:

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

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

“Algonquin Institution” means an institution designated as an Algonquin Institution by the Algonquins pursuant to Chapter 4 and which is:

- (a) a trust; or
 - (b) a corporation or other entity with legal personality;
- under either Provincial Law or Federal Law;

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

“Algonquin Protocol” means Schedule 15.5.5;

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

“Algonquin Voter” means a person who is entitled to be registered under 15.1 or the Final Agreement, as the case may be;

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

“Algonquins” or “Algonquins of Ontario” means the Aboriginal people that:

- (a) until the Effective Date, were known as Algonquins or Nipissings and who comprised Historic Communities or Bands and Algonquin Collectives including, for greater certainty, Antoine, Bancroft, Bonnechere, Greater Golden Lake, Mattawa/North Bay, Ottawa, Pikwakanagan, Shabot Obaadjiwan, Snimikobi, and Whitney and Area, that used and occupied the Settlement Area from a time prior to contact with Europeans, and including for greater certainty the members of the Algonquins of Pikwakanagan First Nation; and
- (b) after the Effective Date, will be comprised of all persons who are entitled to be enrolled as Beneficiaries;

“Allocated Wildlife Species” means a Wildlife species or population for which the Minister determines, in accordance with the process set out in 8.3, there will be a limitation of the Algonquin Harvest for the purposes of Conservation;

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

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

“Applicant” is an individual who applies to be an Algonquin Voter, or applies to be enrolled as a Beneficiary;

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

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

“Area of Algonquin Interest” means Crown lands that are of cultural or historical importance to the Algonquins identified in Appendix 5.3.4, and which will be subject to an Area of Algonquin Interest Agreement;

“Area of Algonquin Interest Agreement” means an agreement to be negotiated between the Algonquins and Ontario in accordance with 5.3.4;

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

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

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

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

“By-Products” mean inedible parts of, or products made from, Fish, Wildlife, Migratory Birds or Plants;

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

“Capital Transfer” means the payment to be made by Canada and Ontario to an Algonquin Institution pursuant to Chapter 6;

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

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

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

“Conservation” means the management, protection or preservation of Fish, Wildlife Migratory Birds and Plants and their ecological communities through such means as: the maintenance of biodiversity; sustainable use; restoration and enhancement, thereby ensuring healthy ecosystems able to sustain benefits to present and future generations;

“Conservation Reserve” means a conservation reserve established under and regulated pursuant to the *Provincial Parks and Conservation Reserves Act*;

“Consult” and “Consultation” refers to the comprehensive Consultation framework the Parties intend to negotiate pursuant to 2.7;

“Court” means a court of competent jurisdiction created pursuant to the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43;

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

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

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

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

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

- (a) full-time or part-time residence within the geographic area of an Algonquin Collective and participation in social and cultural life of the Algonquin Collective;
- (b) regular visits to an Algonquin Collective during which social and cultural connections are maintained, for example during vacations;
- (c) regular hunting, fishing, other harvesting or other traditional activities with members of an Algonquin Collective; or
- (d) frequent attendance at social or cultural events or gatherings of an Algonquin Collective, such as pow-wows;

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

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

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

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

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

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

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

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

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

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

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

“Federal Law” includes any Act of Parliament, regulation, order-in-council, ordinance and the Common Law, but does not include the Federal Implementation Legislation;

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

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

“Fish” means fish within the meaning of the *Fisheries Act*, R.S.C. 1985, c. S-14;

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

“Forest Management Plan” means a forest management plan within the meaning of the *Crown Forest Sustainability Act*;

“Forest Resource” means a Forest Resource within the meaning of the *Crown Forest Sustainability Act*;

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

“Furbearers” means Wildlife Harvested for their pelts;

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

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

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

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

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

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

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

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

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

“Indian” means an Indian within the meaning of the *Indian Act*;

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

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

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

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

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

“Land Use Permit” means a permit issued pursuant to R.R.O. 1990, Regulation 973 made under the *Public Lands Act* that gives a personal right to occupy Provincial Crown Land;

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

“Licensed Archaeologist” means an individual who holds a valid archaeological licence that has been issued under the *Ontario Heritage Act*;

“Measures” includes legislation, regulations or directives authorized by legislation or regulation and includes provisions of an Algonquin Wildlife Harvest Plan or fisheries management plan;

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

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

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

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

“Minister” means the federal or provincial Minister and, unless expressly indicated otherwise in the Final Agreement, his or her delegate, having responsibility for the matter in question;

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

“National Marine Conservation Area” includes a national marine conservation area reserve and means land and water areas named and described in the Schedules to the *Canada National Marine Conservation Areas Act*, S.C. 2002, c. 18, and administered under Federal Law;

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

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

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

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

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

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

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

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

“*Planning Act*” means the *Planning Act*, R.S.O. 1990, c. P.13;

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

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

“Protected Area” means a Provincial Park or Conservation Reserve established from time to time pursuant to the *Provincial Parks and Conservation Reserves Act*;

“Protected Area Management Direction” means a Protected Area Management Plan, Protected Area Management Statement and any other site specific policy directing the management of a Protected Area pursuant to Provincial Law;

“Protected Area Management Plan” means a management plan within the meaning of the *Provincial Parks and Conservation Reserves Act*;

“Protected Area Management Statement” means a management statement within the meaning of *Provincial Parks and Conservation Reserves Act*;

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

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

“Provincial Law” includes any Act of the Legislative Assembly of Ontario, regulation, municipal by-law, order-in-council and the Common Law, but does not include the Provincial Implementation Legislation;

“Provincial Park” is a provincial park established from time to time pursuant to the *Provincial Parks and Conservation Reserves Act*;

“*Provincial Parks and Conservation Reserves Act*” means the *Provincial Parks and Conservation Reserves Act, 2006*, S.O. 2006, c.12;

“*Public Lands Act*” means the *Public Lands Act*, R.S.O. 1990, c. P.43;

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

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

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

“Ratification Committee” means the committee established by 15.3;

“Ratification Process” means the process set out in Appendix 15.2.3;

“Ratification Process Appendix” means Appendix 15.2.3;

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

“Reference Map” means a map attached to this Agreement-in-Principle, which is for illustrative purposes only;

“Register of Beneficiaries” means the register to be established under 3.4.1(b);

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

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

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

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

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

“Settlement Lands” means the lands to be transferred in fee simple to one or more Algonquin Institutions pursuant to the Final Agreement:

- (a) for Provincial Crown Land, as set out in Appendix 5.1.1, subject to potential modifications contemplated in Chapter 5; and
- (b) for any Federal Crown Land, as contemplated in 5.1.2;

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

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

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

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

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

“Sustainable Forest Licence” or “SFL” means a Sustainable Forest Licence within the meaning of the *Crown Forest Sustainability Act*, or any successor licence under Provincial Law that may replace or supersede an SFL;

“Third Party” means an individual or entity that has rights, title or other legal interests addressed in the Final Agreement, other than an Algonquin Institution or a Party;

“Total Allowable Harvest” means that amount of a resource that can be Harvested as determined pursuant to 8.3;

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

“Trapping Harmonization Agreement” means an agreement negotiated between the Algonquins and Ontario under 8.3;

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

“Wildlife” means:

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

but does not include Fish or Migratory Birds.

CHAPTER 2 GENERAL PROVISIONS

2.1 STATUS OF AGREEMENT-IN-PRINCIPLE

2.1.1 The Agreement-in-Principle shall have no legal status and shall not create legal obligations.

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

2.2 STATUS AND EFFECT OF THE FINAL AGREEMENT

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

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

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

2.2.3 For greater certainty, Algonquin communities located in Quebec are included in the phrase “Aboriginal peoples other than the Algonquins” in 2.2.2.

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

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

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

2.3 CERTAINTY

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

2.3.2 The Final Agreement will exhaustively set out the Section 35 Rights of the Algonquins, including Aboriginal title, relating to lands and natural resources in Canada, except in the province of Quebec, and in respect of other matters specifically addressed in the Final Agreement, their attributes, the geographic extent of those rights, and the limitations to those rights to which the Parties have agreed. Those rights are:

- (a) the Aboriginal Rights as described in 2.3.3, including Aboriginal title as described in 2.3.4;
- (b) any jurisdictions, authorities and rights that may be negotiated pursuant to Chapter 11; and
- (c) any other rights that the Parties may agree to in the Final Agreement.

2.3.3 Despite the Common Law, as a result of the Final Agreement and the Implementation Legislation, the Aboriginal Rights of the Algonquins relating to lands and natural resources, including Aboriginal title, and in respect of other matters specifically addressed in the Final Agreement, in Canada, except in the province of Quebec, as they may have existed before the Effective Date, including their attributes and geographic extent, will be modified, and will continue as modified, as set out in the Final Agreement.

2.3.4 For greater certainty, any Aboriginal title of the Algonquins that may have existed in Canada, except in the province of Quebec, before the Effective Date, including its attributes and geographic extent, will be modified, and will continue as modified, as the estates in fee simple to the Settlement Lands.

- 2.3.5** The purpose of the modification contemplated in 2.3.3 and 2.3.4 is to ensure that as of the Effective Date:
- (a) the Algonquins will have, and will be able to exercise, the Section 35 Rights set out in the Final Agreement, including their attributes, geographic extent and the limitations to those rights to which the Parties have agreed;
 - (b) Canada, Ontario and all other Persons will be able to exercise their rights, authorities, jurisdictions and privileges in a manner that is consistent with the Final Agreement; and
 - (c) Canada, Ontario and all other Persons will not have any obligations in respect of any Aboriginal Rights of the Algonquins that are addressed in 2.3.3 and 2.3.4, to the extent that those rights, including Aboriginal title, might be in any way other than, or different in attributes or geographic extent from, the Section 35 Rights of the Algonquins set out in the Final Agreement.
- 2.3.6** For greater certainty, any Aboriginal Rights relating to lands and natural resources, including Aboriginal title, that the Algonquins may have in Canada, except in the Province of Quebec, will not be extinguished, but will be modified and continue as modified as set out in the Final Agreement.
- 2.4 RELEASE**
- 2.4.1** The Final Agreement will provide that the Algonquins release Canada, Ontario and all other Persons for all claims, demands, actions or proceedings of whatever kind, whether known or unknown, that the Algonquins ever had, now have or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any or all Section 35 Rights of the Algonquins in relation to lands and natural resources in Canada, other than the province of Quebec, and any other matter that may be specifically addressed in the Final Agreement.
- 2.4.2** For greater certainty, 2.4.1 applies to any act or omission before the Effective Date by Canada or Ontario in relation to a duty to consult and accommodate with respect to the rights described in 2.4.1 or any assertion of such rights.

2.5 INDEMNITY

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

- (a) the existence of an Aboriginal Right referred to in 2.4.1 that existed prior to the Effective Date and is determined to be other than, or different in attributes or geographical extent from, the rights of the Algonquins set out in the Final Agreement;
- (b) any act or omission by Canada or Ontario, before the Effective Date, that may have affected, interfered with or infringed an Aboriginal Right referred to in 2.4.1; or
- (c) for greater certainty, any act or omission by Canada or Ontario, before the Effective Date, in relation to a duty to consult and accommodate with respect to the rights described in 2.4.1 or any assertion of such rights.

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

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

2.6 SPECIFIC CLAIMS

2.6.1 For greater certainty, nothing in the Final Agreement will affect the right of the Algonquins of Pikwakanagan First Nation to bring an action in court or file a claim under the Specific Claims Policy arising from any act or omission of Canada in relation to the administration of Pikwakanagan Indian Reserve No. 39 or Indian moneys or other assets of that First Nation under the *Indian Act*.

2.7 CONSULTATION

2.7.1 The Final Agreement shall:

- (a) contain a comprehensive framework relating to Consultation that sets out the rights and obligations of the Parties addressing such matters as the trigger, nature, scope and processes, having regard to the Consultation obligations and processes that have been set out with respect to particular subject matters in the Agreement-in-Principle;
- (b) identify those subject-matters with respect to which the Parties have agreed there shall be no duties or rights respecting Consultation; and
- (c) set out how to interpret the Final Agreement where it is silent regarding Consultation.

2.7.2 For greater certainty, the Parties agree that in appropriate circumstances, Consultation will give rise to accommodation.

2.7.3 Subject to the framework relating to Consultation referred to in 2.7.1, and for greater certainty, the Final Agreement will provide that Canada and Ontario may continue to use, authorize uses of, grant an interest in, or otherwise dispose of Federal and Provincial Crown Lands, respectively, including natural resources, waters and Protected Areas.

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

2.7.5 Prior to the Final Agreement, the Algonquins and Ontario will develop a framework by which the Algonquins may be Consulted or otherwise provided opportunities for involvement in matters relating to the protection of Species at Risk, as they are determined from time to time pursuant to Provincial Law, in the Settlement Area.

2.8 ACCESS TO PROGRAMS AND SERVICES

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

2.9 INTERPRETATION

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

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

2.9.3 The Final Agreement will be interpreted in accordance with the *Interpretation Act* and the laws of Ontario.

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

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

2.9.5 Unless a provision in the Final Agreement expressly provides otherwise, a reference to a Department, Ministry, Minister or official also refers to any delegate or successor with relevant responsibilities.

2.9.6 All headings in the Agreement-in-Principle or the Final Agreement are for convenience of reference only and will form no part of the Agreement-in-Principle or the Final Agreement.

2.9.7 Defined terms are capitalized and other parts of speech and tenses of defined terms have a corresponding meaning.

2.9.8 The schedules and appendices form part of the Agreement-in-Principle.

2.10 AMENDMENT

2.10.1 Except where otherwise expressly permitted in the Final Agreement, the Final Agreement may only be amended with the consent of the Parties pursuant to the amendment provisions of the Final Agreement and as evidenced by:

- (a) in respect of Canada, an order of the Governor-in-Council;
- (b) in respect of Ontario, an order of the Lieutenant Governor-in-Council; and

(c) in respect of the Algonquins, as set out in the Final Agreement.

2.10.2 The Final Agreement will provide that, following the Effective Date, Canada and the Algonquins, or Ontario and the Algonquins, as appropriate, may make adjustments to the boundaries of Settlement Lands, as evidenced by:

(a) in respect of Canada, by letter signed by the Deputy Minister of the Department of Indian Affairs and Northern Development;

(b) in respect of Ontario, by letter signed by the Deputy Minister of the Ontario Ministry of Natural Resources and Forestry; and

(c) in respect of the Algonquins, as set out in the Final Agreement.

2.10.3 The Parties may by written agreement extend or abridge any time period in the Agreement-in-Principle or the Final Agreement.

2.11 IMPLEMENTATION LEGISLATION

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

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

2.12 RELATIONSHIP OF LAWS

2.12.1 Federal Laws and Provincial Laws shall apply to Algonquins, Algonquin Institutions, and Settlement Lands, subject to the provisions of the Final Agreement.

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

(a) where there is an inconsistency or conflict between the Final Agreement and the Federal Implementation Legislation, the Final Agreement shall prevail to the extent of the inconsistency or conflict;

(b) where there is an inconsistency or conflict between the Final Agreement and any Federal Law, the Final Agreement shall prevail to the extent of the inconsistency or conflict; and

- (c) where there is an inconsistency or conflict between the Federal Implementation Legislation and any Federal Law, the Federal Implementation Legislation shall prevail to the extent of the inconsistency or conflict.

2.12.3 Ontario will recommend to the Legislative Assembly of Ontario that the Provincial Implementation Legislation provide that:

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

2.13 ENVIRONMENTAL ASSESSMENT

2.13.1 Ontario's environmental assessment requirements with respect to the proposed transfer of Settlement Lands, or any other projects and activities contemplated in the Agreement-in-Principle, the Final Agreement and the Algonquin Declaration Order shall be fulfilled in accordance with the Algonquin Declaration Order.

2.13.2 Ontario will provide for the participation of the Algonquins in any environmental assessment under 2.13.1 in a manner consistent with the Algonquin Declaration Order.

2.13.3 The proposed transfer of any Federal Crown Land that may be transferred to Algonquin Institutions as Settlement Lands will be subject to environmental assessment in accordance with Federal Law.

2.13.4 A report, including any recommendations resulting from any environmental assessment, will be provided to the Parties as soon as the environmental assessment has been completed.

2.14 DISCLOSURE OF INFORMATION

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

2.15 JURISDICTION

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

2.16 LIMITATION ON CHALLENGES

- 2.16.1** The Final Agreement will provide that no Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.
- 2.16.2** The Final Agreement will provide that no Party will have a claim or cause of action based on a finding that any provision of the Final Agreement is invalid.
- 2.16.3** If a court of competent jurisdiction finally determines any provision of the Final Agreement to be invalid or unenforceable:
- (a) the Parties will make best efforts to negotiate an amendment to the Final Agreement to remedy or replace the provision; and
 - (b) the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intention of the Parties.

2.17 REPRESENTATION AND WARRANTY

- 2.17.1** The Final Agreement will provide that the Algonquins represent and warrant to Canada and Ontario that they represent the persons identified as entitled to be Beneficiaries who may have Section 35 Rights in relation to lands and natural resources in Canada except in the province of Quebec, and in respect of other matters that may be specifically addressed in the Final Agreement.
- 2.17.2** The Algonquins represent and warrant to Canada and Ontario that the Algonquin Negotiation Representatives have the authority to sign the Agreement-in-Principle and to negotiate a Final Agreement with Canada and Ontario, which will be subject to ratification by the Algonquins.

2.18 COMMUNICATIONS

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

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

2.19 NOTICE

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

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

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

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

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

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

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

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

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

For: Algonquins of Ontario
Attention: Algonquin Consultation Office
31 Riverside Drive, Suite 101
Pembroke, ON K8A 8R6

For: Ontario
Attention: Minister of Aboriginal Affairs
160 Bloor Street East, 4th Floor
Toronto, ON M7A 2E3

CHAPTER 3 ELIGIBILITY AND ENROLMENT

3.1 ELIGIBILITY

- 3.1.1** For the purpose of the Agreement-in-Principle, the Parties have agreed to a preliminary list of Algonquin Ancestors in Appendix 3.1.1.
- 3.1.2** An individual will be entitled to be enrolled as a Beneficiary under the Final Agreement if that individual is a Canadian citizen and:
- (a) declares himself or herself Algonquin and can demonstrate:
 - i Direct Lineal Descent from an Algonquin Ancestor; and
 - ii that the Applicant or an individual in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor was part of an Algonquin Collective after July 15, 1897 and prior to June 15, 1991; and
 - iii a present-day Cultural or Social Connection with an Algonquin Collective; or
 - (b) the name of the Applicant appears on the membership list maintained by the Algonquins of Pikwakanagan First Nation in accordance with their membership rules pursuant to section 10 of the *Indian Act*.
- 3.1.3** Notwithstanding that an individual is not eligible to be enrolled as a Beneficiary by virtue of 3.1.2, the Final Agreement may provide that such an individual be eligible to be enrolled pursuant to a process of community acceptance following the Effective Date.
- 3.1.4** The rights of any Beneficiaries enrolled pursuant to 3.1.3 may be determined by the community acceptance process referred to in that section or the Final Agreement.
- 3.1.5** The Algonquins shall bear the sole responsibility, including the cost, for the acceptance of individuals for enrolment pursuant to 3.1.3.
- 3.1.6** An individual's eligibility to be enrolled as a Beneficiary cannot be transferred or assigned.

3.2 EXCLUSIONS

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

- (a) self-identifies as a member of another Aboriginal group that asserts Section 35 Rights within the Settlement Area; or
- (b) is a member of another Aboriginal group that is party to a comprehensive land claims agreement or treaty.

3.2.2 Notwithstanding 3.2.1, if an individual ceases to be enrolled pursuant to a comprehensive land claims agreement referred to in 3.2.1(b) or waives entitlement to Section 35 Rights other than those described in or recognized by the Final Agreement, the individual shall be entitled to enrol as a Beneficiary.

3.2.3 The Final Agreement may address a process for the waiver of entitlement to Section 35 Rights described in 3.2.2.

3.3 ENROLMENT BOARD

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

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

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

3.4 ENROLMENT RESPONSIBILITIES

3.4.1 The Enrolment Board shall, after the Effective Date:

- (a) enrol any individual who is eligible pursuant to 3.1.2, and is not excluded under 3.2.1:
 - i who is not a Minor and who applies to the Enrolment Board to be enrolled; or
 - ii who is a Minor and for whom the Enrolment Board receives an application for enrolment as a Beneficiary by that person's parent or guardian;
- (b) establish and maintain the Register of Beneficiaries;

- (c) maintain a record of those persons whose applications for enrolment as a Beneficiary were rejected;
- (d) make the Register of Beneficiaries public;
- (e) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;
- (f) notify each Applicant whose name has not been entered in the Register of Beneficiaries of the reasons for the decision to refuse enrolment and of that Applicant's right to appeal from any decision with respect to enrolment; and
- (g) prepare and provide proof of enrolment under the Final Agreement to each enrolled person.

3.4.2 The Enrolment Board shall remove from the Register of Beneficiaries the name of any person:

- (a) who is not a Minor and who notifies the Enrolment Board in writing that the person's name is to be removed from the Register of Beneficiaries; or
- (b) who is a Minor and whose parent or guardian notifies the Enrolment Board in writing that that Minor's name is to be removed from the Register of Beneficiaries.

3.5 APPEALS

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

3.6 COSTS

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

CHAPTER 4 ALGONQUIN INSTITUTIONS

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

CHAPTER 5 LANDS

5.1 SETTLEMENT LANDS

- 5.1.1** The Final Agreement will provide that Ontario will transfer the parcels identified on the Descriptive Plans in Appendix 5.1.1, and as further illustrated on Reference Maps A to H, being approximately but not less than one hundred and seventeen thousand, five hundred (117,500) acres, as Settlement Lands to Algonquin Institutions following the Effective Date in accordance with the Implementation Plan agreed to by the Parties pursuant to Chapter 14.
- 5.1.2** The Final Agreement may identify parcels of Federal Crown Land that may be transferred to Algonquin Institutions as Settlement Lands in accordance with the Implementation Plan agreed to by the Parties pursuant to Chapter 14 provided that:
- (a) Federal Crown Lands become available in accordance with the Surplus Real Property Initiative;
 - (b) the Algonquins express an interest in those lands; and
 - (c) the Department of Indian Affairs and Northern Development acquires those lands in accordance with the Surplus Real Property Initiative.
- 5.1.3** Subject to the exceptions set out in the Final Agreement, the Settlement Lands identified in 5.1.1 and 5.1.2 will be transferred in fee simple absolute and will include all surface and subsurface rights including, without limitation, all Minerals on, under or within those lands.
- 5.1.4** Prior to the Final Agreement, the Parties may agree to modifications with respect to the Settlement Lands described in Appendix 5.1.1, provided that the land quantum to be provided by Ontario identified in 5.1.1 remains approximately but not less than one hundred and seventeen thousand, five hundred (117,500) acres.
- 5.1.5** Title to Settlement Lands will vest on the Date of Transfer. The Parties will agree to a schedule for the transfer of Settlement Lands in the Implementation Plan.

- 5.1.6** Ontario Power Generation holds water power leases for certain lands as identified in Schedule 5.1.6. Prior to the Final Agreement Ontario will endeavour to negotiate a partial surrender of those leases by Ontario Power Generation on terms that are acceptable to the Parties and to include the lands identified in Schedule 5.1.6 as Settlement Lands to be transferred to an Algonquin Institution in accordance with the Implementation Plan.
- 5.1.7** Certain lands as identified on the Descriptive Plans in Appendix 5.1.7, and on Reference Maps A and F, are County forests that require the County of Renfrew's approval to transfer. Prior to the Final Agreement, Ontario will seek the County of Renfrew's approval to transfer the lands, following which, and prior to the Final Agreement, Ontario, the County of Renfrew and the Algonquins will negotiate the terms of any such transfer.
- 5.1.8** Ontario and the Algonquins have identified Camp Island, Parcel 83F3 shown on the Descriptive Plan in Appendix 5.1.8 and on Reference Maps A and G, as a potential parcel of Settlement Land. A working group has been established to review this land selection and to make recommendations with respect to its ownership and management. Prior to the Final Agreement, the Parties will determine whether Camp Island will be transferred to an Algonquin Institution as Settlement Land.
- 5.1.9** Except where a survey is required to determine navigability, the Final Agreement will specify which beds of waters will be part of the Settlement Lands, having regard to the principle that Ontario and Canada will retain administration and control of the beds of navigable waters.
- 5.1.10** For greater certainty, nothing in 5.1.9 will affect Canada's jurisdiction over navigable waters.
- 5.1.11** For greater certainty, the area of any beds of waters that are transferred to an Algonquin Institution as Settlement Lands will be included in the total land quantum as described in 5.1.1.
- 5.1.12** As a general principle, Ontario will not transfer Public Roads.
- 5.1.13** Where indicated on applicable Descriptive Plans, Ontario will close and transfer portions of unopened road allowances, including unopened, un-submerged shore road allowances, in the Settlement Area that are within its administration and control.
- 5.1.14** For greater certainty, Ontario will not transfer any road allowances that are owned by a municipality.

5.1.15 Where indicated on applicable Descriptive Plans, Ontario will close such unopened road allowances, including unopened, un-submerged shore road allowances that are within those Protected Areas that will be deregulated and transferred to an Algonquin Institution, and transfer those road allowances.

5.1.16 Prior to the Final Agreement, where indicated on applicable Descriptive Plans, the Parties will discuss with appropriate municipalities the possibility of closing and transferring to an Algonquin Institution municipally-owned unopened road allowances including unopened, un-submerged shore road allowances.

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

5.2 THIRD PARTY INTERESTS IN SETTLEMENT LANDS

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

5.2.2 For greater certainty, those holding legal interests on Settlement Lands existing at the Date of Transfer will continue to enjoy the use of those lands after the Date of Transfer, in accordance with the following principles:

- (a) mining leases and mining claims will continue in accordance with their terms;
- (b) aggregate permits will be replaced by aggregate licences to be issued by Ontario for the same volume of aggregate material as set out in the permit, provided that the Algonquins and the aggregate permit holders negotiate a lease for the use of the lands that are subject to the existing permit;
- (c) the Algonquins will negotiate agreements for recreation camps with those holding Land Use Permits for recreation camps;
- (d) existing authorities for Public Utilities to use Settlement Lands will be replaced by easements where no easement currently exists;

- (e) Licences of Occupation for flooding will be replaced by reservations in the patent of rights to flood to be developed prior to the Final Agreement;
- (f) the Algonquins will negotiate agreements with trapline holders or resident trappers, who will continue to be licensed or authorized by Ontario, providing for continued trapping on Settlement Lands; and
- (g) the rights and interests granted by other instruments including, but not limited to, Land Use Permits and Licences of Occupation will continue through agreements negotiated by the Algonquins and the Third Parties on a case-by-case basis.

5.2.3 Prior to the Final Agreement, Ontario will participate as a facilitator in the negotiation of the terms and conditions, including the duration, of the leases and agreements contemplated in 5.2.2.

5.2.4 Prior to the Final Agreement, the Algonquins and Ontario will negotiate transitional arrangements with licensees of baitfish harvest areas and bear management areas on Settlement Lands.

5.2.5 Third Parties holding rights, title or other legal interests as described in 5.2.1 to 5.2.4 will continue to have or will be provided with such right of access to or across such portions of the Settlement Lands or waters overlying such lands, as is reasonably necessary for the exercise or enjoyment of that right, title or other legal interest.

5.2.6 After the Effective Date, and until the Date of Transfer, Ontario will hold in trust for the Algonquins any revenues identified in the Final Agreement that are paid to Ontario by Third Parties with respect to their interests in a parcel of Crown Lands that will be transferred to an Algonquin Institution as Settlement Lands.

5.2.7 After the Date of Transfer of a parcel referred to in 5.2.6, Ontario will transfer any amounts held in trust in accordance with 5.2.6, along with the interest accruing on the revenues from the Effective Date, at a rate identified in the Final Agreement.

Forest Operations on Settlement Lands

5.2.8 Settlement Lands subject to a Sustainable Forest Licence shall be transferred to an Algonquin Institution after the expiry of Forest Management Plans existing as of the date of the Agreement-in-Principle, provided that if there are any proposed amendments to Forest Management Plans that could adversely affect prospective Algonquin interests in those Settlement Lands prior to transfer, Ontario will Consult the Algonquins.

- 5.2.9** The Algonquins will negotiate transitional plans with Ontario and the holders of Sustainable Forest Licences, forest resource licences and supply agreements applying to Settlement Lands prior to the Date of Transfer, which will ensure these licence holders' access to Forest Resources on the Settlement Lands during a transition period.

Public Utilities

- 5.2.10** After the Effective Date, and until the Date of Transfer, Ontario or Canada, as appropriate, will hold in trust for the Algonquins any revenues identified in the Final Agreement that are paid by Public Utilities to Ontario or Canada for the use of and access to a parcel of Crown Lands that will be transferred to the Algonquins as Settlement Lands.
- 5.2.11** After the Date of Transfer, Ontario or Canada, as appropriate, will transfer the revenues held in trust in accordance with 5.2.10, along with the interest accruing on the revenues from the Effective Date, at a rate identified in the Final Agreement.
- 5.2.12** Public Utilities that have an existing right of access to and use of any Settlement Lands at the Date of Transfer will, after that date, pay to the Algonquins any revenues identified in the Final Agreement that were previously paid to Ontario or Canada in relation to that right, unless the Parties otherwise agree.
- 5.2.13** Notwithstanding the initial rates paid on the Date of Transfer the monies paid to the Algonquins for existing rights of access and use pursuant to 5.2.12 will be based on rates established from time to time by the Crown in its sole discretion for Public Utility access to and use of Crown Lands in the Settlement Area, unless the Parties otherwise agree.

Identification of Third Party Rights

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

Public Access to Crown Lands

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

5.3 ALGONQUIN INTERESTS IN PROVINCIAL CROWN LANDS

5.3.1 Ontario will provide easements or other rights of access to the Algonquins over particular parcels of Crown Land as described on the applicable Descriptive Plans, and as further illustrated on Reference Maps I, J, L and M, for access from Settlement Lands to other areas.

5.3.2 Ontario will provide to the Algonquins rights of first refusal for certain parcels, identified on Reference Maps I and L, subject to the terms and conditions specified in Schedules 5.3.2A, 5.3.2B, and 5.3.2C and in agreements to be negotiated by Ontario and the Algonquins.

Agreements for Special Protections on Crown Lands

5.3.3 Prior to the Final Agreement, Ontario and the Algonquins will negotiate Area of Algonquin Interest Agreements providing special protections for parcels of Crown Land which are of cultural or historic importance to the Algonquins and which are identified as Areas of Algonquin Interest on the Descriptive Plans in Appendix 5.3.3, and as further illustrated on Reference Maps I, J, K, L and M.

5.3.4 The Area of Algonquin Interest Agreements will be consistent with the principles set out in Schedule 5.3.4.

5.3.5 If Ontario and the Algonquins cannot finalize an Area of Algonquin Interest Agreement for any particular parcel identified in Appendix 5.3.3 prior to the Final Agreement, the lands will continue to be governed by Provincial Law and the principles set out in Schedule 5.3.4 will not apply.

5.3.6 Any Area of Algonquin Interest Agreement entered into between Ontario and the Algonquins will come into force on the Effective Date and thereafter will be recognized in Crown Land use planning designations and identified in the Crown Land Use Planning Atlas.

5.3.7 Each Area of Algonquin Interest Agreement will set out the process by which it may be amended.

5.4 BOUNDARIES, SURVEYS AND DESCRIPTIONS

5.4.1 The Crown shall survey, in accordance with applicable surveying standards and pursuant to the schedule set out in the Implementation Plan:

- (a) the boundaries of Settlement Lands and any easements to and across Settlement Lands; and
- (b) the boundaries of any Crown or Third Party rights or legal interests that the Parties agree require surveying.

- 5.4.2** Where a Descriptive Plan appended to the Final Agreement contains an error or omission, the survey of the relevant Settlement Lands shall rectify the error or omission and will supersede the Descriptive Plan.
- 5.4.3** The Settlement Lands will be surveyed, where practicable, by reference to natural or other existing boundaries, such as the boundaries of lakes or rivers and existing municipal boundaries, lot lines and rights-of-way.
- 5.4.4** Ontario and Canada shall be responsible for the cost of the surveys conducted pursuant to 5.4.1.
- 5.4.5** Neither Ontario nor Canada shall be responsible for the costs of any surveys of Settlement Lands, other than those identified in 5.4.1 after the Date of Transfer.
- 5.5** **CONTAMINATED SITES**
- 5.5.1** Unless otherwise agreed, Ontario and Canada will not transfer any lands that are determined to be contaminated beyond a standard acceptable to the Parties after completing the environmental assessment processes described in 2.13.
- 5.5.2** Notwithstanding 5.5.1, and provided the Parties negotiate appropriate releases and indemnities in relation to any contamination and/or remediation, lands that are determined to be contaminated beyond a standard acceptable to the Parties may be transferred to an Algonquin Institution:
- (a) if the Parties agree to a remediation plan with respect to any particular contaminated parcel prior to the Final Agreement; or
 - (b) if the Algonquins accept the transfer of a parcel known to be contaminated.
- 5.5.3** Ontario or Canada, as applicable, shall be responsible for the costs associated with any remediation pursuant to 5.5.2(a) on Settlement Lands. This provision shall not prevent Ontario or Canada, as applicable, from taking whatever steps are required to recover any costs associated with the remediation from a Person who has caused the contamination or is otherwise liable for these costs.
- 5.5.4** The Final Agreement will address the obligations of the Parties should Settlement Lands after the Date of Transfer be determined to be contaminated beyond a standard acceptable to the Parties.

5.6 LAND USE PLANNING

- 5.6.1** The Final Agreement will provide official plan designations and zoning for Settlement Lands, compatible with any applicable official plan and zoning by-law. Official plan designations and zoning will become effective on the Date of Transfer.
- 5.6.2** Prior to the Final Agreement, municipal governments will be consulted with respect to the proposed official plan designations and zoning of Settlement Lands located in their jurisdiction.
- 5.6.3** For greater certainty, Provincial Laws and municipal by-laws and policies with respect to land use planning, including the *Planning Act*, will apply to Settlement Lands after the Date of Transfer, including proposed changes to official plan designations and zoning of Settlement Lands.
- 5.6.4** For greater certainty, any development intended by the Algonquins on the Settlement Lands following the Date of Transfer will be subject to the jurisdiction of the applicable federal, provincial or municipal approval authority.

5.7 ACCESS TO OR ACROSS SETTLEMENT LANDS

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

Access to Settlement Lands for Governmental Purposes

- 5.7.2** Without limiting the generality of 5.7.1, nothing in the Final Agreement will alter access and land use rights, privileges or obligations existing at law that apply to fee simple land, of members of the Canadian Armed Forces and members of foreign armed forces serving with or under the operational control of the Canadian Armed Forces, employees, contractors and agents of Canada, Ontario, municipal governments or other statutory entities, including, peace officers, Inspectors, child protection officers and law enforcement officers.
- 5.7.3** Persons exercising access to Settlement Lands in accordance with 5.7.2 will not be required to pay fees or other compensation for that access, unless otherwise required by law.

Access for Continuing Research

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

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

Third Party Access Across Settlement Lands

5.7.5 Where Ontario determines that access across Settlement Lands is reasonably necessary for the exercise or enjoyment of a Third Party's right, title or other legal interest located off Settlement Lands that is existing as of the Date of Transfer, Ontario will determine, after discussion with the Algonquins and the Third Party, whether such access shall be provided by way of:

- (a) an exclusion from the Settlement Lands;
- (b) the grant by Ontario of an easement or other legal interest or right prior to the Date of Transfer; or
- (c) the grant of another legal interest by the Algonquins following the Date of Transfer.

5.7.6 Where access is to be granted pursuant to 5.7.5(c), the Algonquins agree to negotiate the terms of such access with the Third Party requiring access prior to the Final Agreement on a without profit basis, provided that the Algonquins may negotiate for recovery of incidental costs which are directly related to the provision or maintenance of access.

5.7.7 If a right of access cannot be successfully negotiated between the Algonquins and the Third Party requiring access on and across Settlement Lands in accordance with 5.7.5(c), Ontario and the Algonquins will enter into discussions in order to determine the manner in which the relevant Settlement Lands may be transferred, transferred pursuant to conditions, or modified.

- 5.7.8** The Algonquins agree to enter into discussions with groups that maintain trails for public or group member access on and across Settlement Lands, and where agreement is reached, the Algonquins will provide authorization for the use and maintenance of the trails.
- 5.7.9** For greater certainty, the public will have the right to use, free of charge and at their own risk, existing portages across Settlement Lands that link navigable waters.
- 5.8 GENERAL**
- 5.8.1** Settlement Lands will be subject to Federal Laws and Provincial Laws relating to expropriation subject to any special provisions for expropriation of Settlement Lands that may be set out in the Final Agreement.
- 5.8.2** Nothing in the Final Agreement will confer any right of ownership in waters on Settlement Lands.
- 5.8.3** Except as contemplated in 12.2.2, nothing in the Final Agreement, including the transfer of Settlement Lands to the Algonquins, will in and of itself, create any obligations on any person or entity including, without limitation, Canada, Ontario or municipalities, to establish or maintain Public Roads, or to provide services to the Settlement Lands that are not otherwise required to be provided by law.

SCHEDULE 5.1.6 LANDS SUBJECT TO WATER POWER LEASES

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

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

SCHEDULE 5.3.2A RIGHT OF FIRST REFUSAL FOR WHITE LAKE FACILITY AND LANDS

1. Ontario will grant to the Algonquins the right of first refusal to purchase at fair market value the Crown-owned facility and lands at White Lake, Township of Olden, as set out in the Descriptive Plan in Appendix 5.3.2A. The right of first refusal will be subject to applicable laws, including environmental assessment legislation, and the following conditions:
 - (a) the facility and lands are no longer required for program purposes;
 - (b) the fair market value of the facility and lands shall be determined by an independent appraisal by an appraiser appointed by Ontario and the Algonquins, the costs of which shall be shared equally by Ontario and the Algonquins;
 - (c) following the receipt of the independent appraisal of the facility and lands, the Algonquins shall have ninety (90) days to offer to purchase the facility and lands by delivering confirmation of the intent to purchase the facility and lands at the appraised value;
 - (d) Ontario will dispose of the lands to the Algonquins at the appraised value; and
 - (e) where the Algonquins decline to exercise the right of first refusal granted above, Ontario shall be free to dispose of the facility and lands.
2. For the purposes of this right of first refusal, the “program purposes” for the facility and lands at White Lake are defined as the culture of aquatic species for purposes of:
 - (a) stocking public waters in accordance with approved management plans in order
 - i to maintain, enhance or create fishing opportunities, and
 - ii to contribute to biodiversity conservation by supporting the rehabilitation and recovery of aquatic species at risk and other species of conservation concern;
 - (b) research; and/or
 - (c) education.

3. Ontario shall be deemed no longer to require the facility and lands for program purposes when:
 - (a) Ontario declares it no longer requires the facility and lands at White Lake for program purposes; or
 - (b) the facility and lands have not been used for twenty (20) years for program purposes and there is no approved plan to recommence operation of the facility and lands for program purposes.
4. For greater certainty, this right of first refusal shall not be triggered in the event that Ontario changes the model for operating the facility and lands at White Lake, including the retention of private sector operators for the facility and lands for program purposes and/or other purposes that do not conflict with future use of the facility and lands for program purposes.
5. In the event that Ontario seeks to retain a private sector operator for the facility and lands, Ontario will provide an opportunity to the Algonquins to submit a proposal to become the operator in accordance with the process, terms and conditions established by Ontario for determining the operator.
6. Ontario will ensure that any agreement with a private sector operator is terminated when the facility and lands at White Lake are no longer required for program purposes in accordance with paragraph 3 of this Schedule.

SCHEDULE 5.3.2B RIGHTS OF FIRST REFUSAL FOR CERTAIN PARKS

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

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

SCHEDULE 5.3.2C RIGHT OF FIRST REFUSAL FOR PORTION OF CARSON LAKE PROVINCIAL PARK

In the event that Ontario decides to dispose of the parcel of lands in Carson Lake Provincial Park identified in the Descriptive Plan in Appendix 5.3.2C and the local municipality does not want to purchase the lands from Ontario, Ontario grants to the Algonquins the right of first refusal to purchase the lands at fair market value. The right of first refusal will be subject to applicable laws, including environmental assessment legislation, and the following conditions:

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

SCHEDULE 5.3.4 PRINCIPLES GOVERNING AREA OF ALGONQUIN INTEREST AGREEMENTS

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

CHAPTER 6 CAPITAL TRANSFERS AND LOAN REPAYMENT

6.1 CAPITAL TRANSFER

6.1.1 Canada and Ontario shall make a Capital Transfer of \$300 million (three hundred million dollars) (December 2011\$) to an Algonquin Institution in accordance with Schedule 6.1.1.

6.1.2 On the Signing Date, Canada shall make a transfer to an Algonquin Institution in the amount of \$10 million (ten million dollars) pursuant to an *Agreement between the Algonquins of Ontario and the Government of Canada, Respecting the Disposal of the Rockcliffe Site*, dated September 22, 2010. For greater certainty, the transfer referred to in this paragraph is included in the Capital Transfer referred to in 6.1.1.

6.2 CREDIT AND SET-OFF

6.2.1 The funds provided to the Algonquin Opportunity (No. 1) Corporation by Ontario under the *Algonquins of Ontario Economic Development Interim Agreement* dated March 26, 2009, shall be set off and deducted from Ontario's portion of the Capital Transfer under the terms of that interim agreement.

6.3 LOAN REPAYMENTS

6.3.1 The Algonquins shall repay to Canada any outstanding amounts under the terms of the Algonquin negotiation loan agreements in accordance with Schedule 6.3.1.

6.3.2 The obligation of the Algonquins to repay the loan in 6.3.1 will be discharged by Canada deducting from the Capital Transfer it makes to an Algonquin Institution pursuant to 6.1.1 any amounts due to Canada from the Algonquins under the schedule of loan repayments set out in Schedule 6.3.1.

6.4 OTHER MONETARY BENEFITS

6.4.1 The Capital Transfer referred to in 6.1 may be adjusted in the Final Agreement to provide for a special purpose fund or other monetary benefits, including resource related benefits, provided that the adjusted Capital Transfer and the special purpose fund and other monetary benefits do not exceed the value of the Capital Transfer of \$300 million (three hundred million dollars) under 6.1.1.

SCHEDULE 6.1.1 CAPITAL TRANSFER PAYMENT SCHEDULE

Signing Date	\$10,000,000
Effective Date	\$
First Anniversary of Effective Date	\$
Second Anniversary of Effective Date	\$

Notes for Finalizing Schedule 6.1 to the Final Agreement

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

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

1. DEFINITIONS

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

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

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

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

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

2. The Capital Transfer to the Algonquins as of the Signing Date shall be calculated as the amount referred to in 6.1.1 multiplied by the FDDIPI for the latest quarter available prior to the Signing Date and by dividing the resulting product by the value of FDDIPI for the fourth quarter 2011, less \$10 million (ten million dollars) to be paid by Canada on the Signing Date pursuant to 6.1.2.
3. Prior to the Effective Date, Canada, Ontario and the Algonquins will negotiate a Capital Transfer Payment Schedule showing transfers from each of Canada and Ontario to an Algonquin Institution, and showing the credit and set-off described in 6.2.1 and the loan repayments described in 6.3.

4. The Capital Transfer Payment Schedule will provide for a first payment on the Effective Date and subsequent payments on the first and second anniversaries of the Effective Date having a Present Value as at the Effective Date equal to an amount that is calculated as the amount in note 2 multiplied by the FDDIPI for the latest quarter available prior to the Effective Date and by dividing the resulting product by the value of FDDIPI for the latest quarter available prior to the Signing Date.

SCHEDULE 6.3.1 NEGOTIATION LOANS REPAYMENT SCHEDULE

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

CHAPTER 7 FORESTRY

7.1 SUPPORT OF INDUSTRY AND INCREASED ALGONQUIN OPPORTUNITIES

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

7.2 EMPLOYMENT, TRAINING AND CONTRACT OPPORTUNITIES

- 7.2.1** Ontario will support measures designed to increase Algonquin employment and participation in the Forest Industry.
- 7.2.2** Between the Agreement-in-Principle and the Final Agreement Ontario will continue to work with the Algonquins in relation to the development of economic opportunities in the Forest Industry.

Opportunities in Forestry Generally

- 7.2.3** Prior to the Final Agreement the Parties will continue to identify measures to develop Algonquin capacity to play a meaningful role in the Forest Industry.
- 7.2.4** As part of the Annual Work Schedule development process, the Ministry of Natural Resources and Forestry will meet with the Algonquins and Sustainable Forest Licence holders to encourage consideration by Sustainable Forest Licence holders of potential Algonquin employment, training and contract opportunities in the Forest Industry.
- 7.2.5** Where appropriate, Ontario will consider the potential for Algonquin benefits, including employment, training, and contract opportunities, as a relevant factor to be considered in the evaluation of tender bids and other government contracting procedures relating to the Forest Industry.

Opportunities in Forestry in Algonquin Provincial Park

- 7.2.6** Ontario and the Algonquin Forestry Authority will assist in the provision of training opportunities for the Algonquins in forest related occupations in Algonquin Provincial Park, including in silviculture.
- 7.2.7** Ontario and the Algonquin Forestry Authority will provide notice to the Algonquins of government contracts and job opportunities in the Forest Industry in Algonquin Provincial Park.

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

7.3 POLICY REFORM

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

7.4 FOREST MANAGEMENT AND PLANNING

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

7.5 USE OF TREES ON CROWN LANDS

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

CHAPTER 8 HARVESTING

8.1 GENERAL PROVISIONS

Harvesting Rights

- 8.1.1** The Final Agreement will provide that Beneficiaries have the right to Harvest Fish, Wildlife, Migratory Birds and Plants for Domestic Purposes throughout the year within the Settlement Area as further described in this Chapter.
- 8.1.2** The Final Agreement will provide that the Algonquin right to Harvest for Domestic Purposes is a communal right that, subject to any sharing agreements under 8.8.6 and 8.8.7, may only be exercised by Beneficiaries.
- 8.1.3** For greater certainty, the Final Agreement will not create any property right in Fish, Wildlife, Migratory Birds or Plants while alive and in the wild.
- 8.1.4** Nothing in the Final Agreement will confer upon, or recognize any right of Beneficiaries to, Commercial Harvesting. For greater certainty, Commercial Harvesting and sale of Fish, Wildlife, Migratory Birds and Plants, including their respective edible parts, by Beneficiaries will be subject to Federal Law and Provincial Law. Prior to any new Commercial Harvesting being proposed in the Settlement Area, Ontario or Canada, as appropriate, will Consult the Algonquins.
- 8.1.5** The sale of By-Products of Fish, Wildlife and Plants that are Harvested by Beneficiaries for Domestic Purposes within the Settlement Area is subject to Federal and Provincial laws.
- 8.1.6** Beneficiaries may sell By-Products of Migratory Birds Harvested under the Final Agreement.

Conservation

- 8.1.7** Conservation is the fundamental principle underlying the management of Fish, Wildlife, Migratory Birds and Plants.
- 8.1.8** For greater certainty, the protection of habitat for Fish, Wildlife, Migratory Birds and Plants within the Settlement Area, including spawning grounds, breeding areas, Migratory Bird Sanctuaries, and Fish sanctuaries determined by the best available scientific information and Algonquin traditional knowledge is an important aspect of Conservation.

Federal and Provincial Jurisdiction

- 8.1.9** For greater certainty, Canada and Ontario will maintain their respective jurisdiction in relation to Fish, Wildlife, Migratory Birds, and Plants including their respective habitats, on all lands and waters in the Settlement Area.

Conservation Measures

- 8.1.10** The exercise of the rights of Beneficiaries to Harvest for Domestic Purposes will be subject to Provincial and Federal Measures that are necessary for Conservation, public health or public safety.
- 8.1.11** Ontario or Canada shall Consult with the Algonquins prior to applying to Beneficiaries any Measure within the Settlement Area that is necessary for Conservation, public health or public safety referred to in 8.1.10.
- 8.1.12** The Final Agreement will provide that the Consultation in 8.1.11 shall include consideration of reasonable means to minimize the adverse impacts of any Conservation Measure on the right of Beneficiaries to Harvest for Domestic Purposes within the Settlement Area.
- 8.1.13** For greater certainty, the Crown will Consult with the Algonquins prior to applying to Beneficiaries any Measure that may adversely affect the right of Beneficiaries to Harvest Species At Risk in the Settlement Area. The Crown and Algonquins may enter into agreements on such Conservation Measures.
- 8.1.14** Nothing in the Final Agreement will preclude Ontario or Canada from taking Measures to address a Conservation, public health, public safety or other emergency that requires immediate action.
- 8.1.15** Where the nature of a Conservation, public health or public safety emergency prevents the performance of the Consultation requirements in 8.1.11 and 8.1.13 prior to applying those Measures to Beneficiaries, Ontario or Canada shall Consult with the Algonquins as soon as is reasonably practicable following the taking of those Measures.

Harvesting by the Public

- 8.1.16** For greater certainty, the Harvesting of Fish, Wildlife, Migratory Birds and Plants by the public, and access to Navigable Waters and Crown Land by the public, will continue to be subject to Federal and Provincial laws.

8.2 HARVESTING OF FISH

8.2.1 The Final Agreement will provide that Beneficiaries have the right to Harvest Fish for Domestic Purposes and the exercise of that right is subject to any Federal or Provincial Measures that are necessary for Conservation, public health and public safety referred to in 8.1.10 to 8.1.15:

- (a) throughout the year on waters within Settlement Lands;
- (b) throughout the year on waters within Crown Lands and Protected Areas within the Settlement Area; and
- (c) throughout the year on waters in any National Park Reserve, National Wildlife Area, Migratory Bird Sanctuary or National Park established within the Settlement Area before or after the Effective Date where provided in agreements to be negotiated between the Algonquins and Canada;

[however Beneficiaries will not have the right to Harvest Fish for Domestic Purposes on lands that are administered or occupied by the Minister of National Defence or areas temporarily used for military exercises or purposes in accordance with Federal Laws unless an agreement is entered into between the Algonquins and Canada.] (Language in square brackets is not agreed to by Canada and is subject to further negotiation by the Parties.)

Fisheries Management Planning

8.2.2 The rights described in 8.2.1 shall be exercised in accordance with a fisheries management plan where one has been developed in accordance with this Chapter.

8.2.3 The Final Agreement will set out the principles and processes for fisheries management planning for the Settlement Area, including the part of Algonquin Provincial Park that is within the Settlement Area. Ontario, or Canada as appropriate, will consult with other users during the development of these principles and processes.

8.2.4 The processes for fisheries management planning in 8.2 shall include the processes by which the Algonquins will engage with Ontario, and Canada as appropriate, in fisheries management planning in the Settlement Area.

- 8.2.5** Any fisheries management plan shall establish fisheries management objectives and shall:
- (a) in all aspects utilize in development of and within a fisheries management plan the best available Algonquin traditional knowledge and scientific information;
 - (b) address the Conservation of areas determined in accordance with subparagraph (a) to be spawning beds;
 - (c) address limitations on the Fish Harvesting of spawning species during their spawning seasons;
 - (d) address the Conservation of Fish populations that are determined in accordance with subparagraph (a) to be unique or fragile, including unique or fragile populations of brook trout;
 - (e) address the sustainability of resource stocks, maintenance of ecosystem function and biodiversity;
 - (f) address the impact of fishing throughout the year by all persons in the Settlement Area, including any winter fishing;
 - (g) address Algonquin traditional methods of Fish Harvesting;
 - (h) address the capacity of brook trout lakes in accordance with subparagraph (a);
 - (i) address stocking of lakes throughout the Settlement Area and Algonquin participation in that process;
 - (j) address Algonquin monitoring of Fish Harvesting by Beneficiaries;
 - (k) continue to prohibit the Algonquins from using live bait fish in Algonquin Provincial Park in circumstances where all other users are prohibited; and
 - (l) address any other issues identified during the fisheries management planning process.

- 8.2.6** Prior to the Effective Date, Ontario and the Algonquins, and where necessary Canada, will make every effort to develop fisheries management plans for all Fish Harvesting in the Settlement Area, including provisions for the Conservation of brook trout in Algonquin Provincial Park. Ontario, or Canada as appropriate, will consult with other users during the development of the plans and any plan shall provide fishing opportunities for all park users.

8.2.7 The Parties will give priority to developing a fisheries management plan or plans for Algonquin Provincial Park, including the zones that are identified in Schedule 8.2.7 that contain lakes with naturally reproducing brook trout and lake trout fisheries that may be particularly sensitive to the impact of Fish Harvesting.

8.2.8 Ontario and Canada, as appropriate, will provide the Algonquins with all biological information in their possession that relates to fisheries in Algonquin Provincial Park, including the zones identified in Schedule 8.2.7, commencing April 1, 2014 and as it becomes available.

Interim Measures

8.2.9 Following the approval of the Agreement-in-Principle and until there is a fisheries management plan or separate fisheries management plans with respect to Algonquin Provincial Park as described in 8.2.6 and 8.2.7, the Parties agree to the following interim provisions in relation to Fish Harvesting for Domestic Purposes within the Settlement Area:

- (a) the Algonquins will not Harvest Fish in the zones identified in Schedule 8.2.7 from December 1 to March 31 until such time as the Parties determine how Fish Harvesting, including winter Fish Harvesting, affects those fisheries or there is a fisheries management plan for Algonquin Provincial Park or fisheries management plans that will apply to those zones;
- (b) the Algonquins will not Harvest Fish for Domestic Purposes in the following lakes that have been closed to all users for scientific research purposes and that are in the part of Algonquin Provincial Park that is within the Settlement Area: Chipmunk Lake, Littlemykiss Lake, Mykiss Lake, Presto Lake, Shallnot Lake, and Stringer Lake until such time as those lakes are no longer closed for those purposes or a fisheries management plan applies to those lakes;
- (c) the Algonquins will not use live bait fish while Harvesting Fish in Algonquin Provincial Park as long as this applies to all users; and
- (d) the Algonquins will not Harvest brook trout or lake trout in Algonquin Provincial Park from September 30 to November 30 of each year.

- 8.2.10** While the interim provisions set out in 8.2.9 are in place:
- (a) the Algonquins will have a meaningful role in the gathering and analysis of all information relating to Fish Harvesting throughout the Settlement Area, including the part of Algonquin Provincial Park that is within the Settlement Area;
 - (b) the Algonquins will have a meaningful role in monitoring Algonquin compliance with these interim provisions; and
 - (c) the Algonquins and Ontario will discuss the potential for a Fish stocking program in the Settlement Area consistent with Conservation principles.

Legal Authority

- 8.2.11** The Final Agreement will provide legal authority to the Algonquins to establish and participate in fisheries management plans in collaboration with Ontario and Canada as appropriate.

Trade and Barter

- 8.2.12** The Final Agreement will provide that Beneficiaries have the right to Trade and Barter amongst themselves Fish, their parts and their By-products Harvested for Domestic Purposes within the Settlement Area pursuant to 8.2.
- 8.2.13** All matters relating to Trade and Barter with other Aboriginal Peoples of Fish, their parts and their By-products, Harvested for Domestic Purposes by Beneficiaries within the Settlement Area pursuant to 8.2, will be addressed in the Final Agreement.

8.3 HARVESTING OF WILDLIFE

- 8.3.1** The Final Agreement will provide that Beneficiaries have the right to Harvest Wildlife for Domestic Purposes and the exercise of that right is subject to any Federal or Provincial Measures that are necessary for Conservation, public health and public safety referred to in 8.1.10 to 8.1.15:
- (a) throughout the year on Settlement Lands;
 - (b) throughout the year on Crown Lands and Protected Areas within the Settlement Area; and

- (c) throughout the year in any National Park Reserve, National Wildlife Area, Migratory Bird Sanctuary or National Park established within the Settlement Area before or after the Effective Date, where provided in agreements to be negotiated between the Algonquins and Canada;

[however Beneficiaries will not have the right to Harvest Wildlife for Domestic Purposes on lands that are administered or occupied by the Minister of National Defence or areas temporarily used for military exercises or purposes in accordance with Federal Laws unless an agreement is entered into between the Algonquins and Canada.]
(Language in square brackets is not agreed to by Canada and is subject to further negotiation by the Parties.)

8.3.2 The rights described in 8.3.1 shall be exercised in accordance with an Algonquin Wildlife Harvest Plan where one has been developed in accordance with this Chapter.

8.3.3 Beneficiaries will have the right to Harvest moose for Domestic Purposes in Algonquin Provincial Park, in the area set out in Schedule 8.3.3, in accordance with the Final Agreement. After the Final Agreement, Ontario and the Algonquins may agree to amend this area.

Legal Authority

8.3.4 The Final Agreement will provide legal authority to the Algonquins to establish and participate in Algonquin Wildlife Harvest Plans in collaboration with Ontario.

Allocated Wildlife Species

8.3.5 Subject to 8.3.10, moose and elk will be Allocated Wildlife Species within the Settlement Area and the Final Agreement will provide for Algonquin Wildlife Harvest Plans with respect to moose and elk.

8.3.6 The Minister may identify additional species or populations of Wildlife species, within the Settlement Area, as Allocated Wildlife Species as may be required for the purpose of Conservation, after Consulting with the Algonquins.

8.3.7 The Final Agreement will provide that Ontario will Consult with the Algonquins with respect to data to be considered in making recommendations to the Minister regarding the identification of additional species or populations within the Settlement Area, as an Allocated Wildlife Species, the Total Allowable Harvest or the Algonquin Allocation.

- 8.3.8** The Algonquins or Ontario may recommend to the Minister whether a species or population should be, or continue to be, an Allocated Wildlife Species within the Settlement Area.
- 8.3.9** In making a decision to identify a species or population of a species as an Allocated Wildlife Species within the Settlement Area, the Minister shall take into account:
- (a) Consultation with the Algonquins about the impacts on their rights, and Algonquin traditional knowledge that is relevant to the decision;
 - (b) scientific data that has been shared with the Algonquins;
 - (c) the existing and future interests of the Algonquins with respect to the species; and
 - (d) the existing and future interests of other users with respect to the species.
- 8.3.10** The Minister may determine that a species or population of a species is no longer an Allocated Wildlife Species within the Settlement Area if that Minister determines, in accordance with the process set out in 8.3.6 to 8.3.9, that the allocation of the species for the purpose of Conservation is no longer required.

Total Allowable Harvest of Allocated Wildlife Species

- 8.3.11** Where the Minister has identified a species or population as an Allocated Wildlife Species, within the Settlement Area, pursuant to 8.3.6 and 8.3.9, the Minister shall establish a Total Allowable Harvest for that species or population.
- 8.3.12** For greater certainty, the Minister may determine that there be no Harvest of an Allocated Wildlife Species.
- 8.3.13** The Minister shall Consult with the Algonquins before determining any Harvest limits, within the Settlement Area, pursuant to 8.3.11 or 8.3.12 including the limitation of the Total Allowable Harvest, if any, for the Allocated Wildlife Species. The Minister may also consult with, and consider the interests of other users, as appropriate.

Algonquin Allocation of an Allocated Wildlife Species

- 8.3.14** If the Minister decides that there is a Total Allowable Harvest within the Settlement Area, he or she shall determine the Algonquin Allocation in accordance with 8.3.15 to 8.3.18.

- 8.3.15** Ontario and the Algonquins will attempt to reach agreement on the Algonquin Allocation of the Total Allowable Harvest of an Allocated Wildlife Species within the Settlement Area.
- 8.3.16** The Algonquin Allocation will take into account the right of Beneficiaries to Harvest the Allocated Wildlife Species for Domestic Purposes within the Settlement Area, all relevant information presented by Ontario and the Algonquins and, in particular, shall consider:
- (a) the Total Allowable Harvest for the species;
 - (b) current and past Wildlife Harvest by Beneficiaries under this Chapter;
 - (c) any changes in the Beneficiaries' Wildlife Harvesting practices;
 - (d) current and past Wildlife Harvesting by persons who are not Beneficiaries; and
 - (e) such other information as Ontario and the Algonquins may agree.
- 8.3.17** In the event that Ontario and the Algonquins cannot reach agreement on the Algonquin Allocation, the Minister will consider any Algonquin submissions and provide a written decision with reasons for the Algonquin Allocation. The Minister must take into account the factors outlined in 8.3.16. For greater certainty, the Minister's decision is subject to judicial review and shall not be subject to the Dispute resolution provisions of the Final Agreement.
- 8.3.18** Ontario or the Algonquins may, at any time, request that the Minister review and vary the Minister's decision. The Minister's decision shall take into account the factors listed in 8.3.16 along with any Conservation issues.

Algonquin Wildlife Harvest Plans

- 8.3.19** The Harvesting of an Allocated Wildlife Species by Beneficiaries, within the Settlement Area, shall be exercised in accordance with Algonquin Wildlife Harvest Plans developed by the Algonquins and Ontario.
- 8.3.20** The Final Agreement will address the steps to be taken by the Algonquins and Ontario in the event that they cannot agree on an Algonquin Wildlife Harvest Plan.

- 8.3.21** An Algonquin Wildlife Harvest Plan will include, as necessary, provisions in respect of:
- (a) documentation of Beneficiaries who are Harvesting pursuant to that Algonquin Wildlife Harvest Plan;
 - (b) methods, timing and locations of the Harvest of the Allocated Wildlife Species by the Algonquins;
 - (c) the number, sex and age composition of the Harvest of the Allocated Wildlife Species;
 - (d) methods of monitoring the Harvest of Allocated Wildlife Species;
 - (e) methods of identifying Allocated Wildlife Species Harvested under the Algonquin Wildlife Harvest Plan;
 - (f) the duration of the Algonquin Wildlife Harvest Plan; and
 - (g) other matters as Ontario and the Algonquins may agree.

- 8.3.22** Algonquin Wildlife Harvest Plans shall:
- (a) reflect the best available scientific information and Algonquin traditional knowledge;
 - (b) reflect any existing management plans for the species relevant to the location of the Wildlife Harvest;
 - (c) provide for the protection of Wildlife during vulnerable life stages;
 - (d) have regard for the sustainability of resource stocks, maintenance of ecosystem function and biodiversity; and
 - (e) include such other information as Ontario and the Algonquins may agree.

- 8.3.23** The Interim Algonquin Harvest Management Plan Process will continue until replaced by an Algonquin Wildlife Harvest Plan developed under the Final Agreement.

Trapping

- 8.3.24** For greater certainty, the rights in 8.3.1 include the right to trap Furbearers for Domestic Purposes within the Settlement Area.

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

- (a) licence issuing to individual trappers;
- (b) recovery of royalties;
- (c) trapline allocation;
- (d) cultural heritage;
- (e) recruitment;
- (f) establishment and fulfillment of quotas;
- (g) species;
- (h) nuisance animals;
- (i) avoidance of conflicts between trapping by Beneficiaries for Domestic Purposes and other trappers;
- (j) reporting;
- (k) trapping cabins;
- (l) enforcement;
- (m) other resource users;
- (n) creation of new traplines;
- (o) loss of traplines;
- (p) seasons; and
- (q) transfers of existing traplines, including succession rights.

8.3.26 For greater certainty, the trapping of Furbearers for commercial sale under 8.3.25 shall be subject to Federal and Provincial Law.

8.3.27 The Final Agreement will provide legal authority to the Algonquins to establish and participate in Trapping Harmonization Agreements in collaboration with Ontario.

8.3.28 Before a Trapping Harmonization Agreement comes into effect, Ontario will not transfer any inactive traplines in the Settlement Area without prior Consultation with the Algonquins.

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

Trade and Barter

8.3.30 The Final Agreement will provide that the Beneficiaries have the right to Trade and Barter amongst themselves Wildlife, their parts and their By-products, Harvested for Domestic Purposes within the Settlement Area pursuant to 8.3.

8.3.31 All matters relating to Trade and Barter with other Aboriginal Peoples of Wildlife, their parts and their By-products, Harvested for Domestic Purposes by Beneficiaries within the Settlement Area pursuant to 8.3, will be addressed in the Final Agreement.

8.4 HARVESTING OF MIGRATORY BIRDS

8.4.1 The Final Agreement will provide that Beneficiaries have the right to Harvest Migratory Birds for Domestic Purposes and the exercise of that right is subject to any Federal or Provincial Measures that are necessary for Conservation, public health and public safety referred to in 8.1.10 to 8.1.15:

- (a) throughout the year on Settlement Lands;
- (b) throughout the year on Crown Lands and Protected Areas within the Settlement Area; and
- (c) throughout the year in any National Park Reserve, National Wildlife Area, or National Park established within the Settlement Area before or after the Effective Date where provided in agreements to be negotiated between the Algonquins and Canada;

[however Beneficiaries will not have the right to Harvest Migratory Birds for Domestic Purposes on lands that are administered or occupied by the Minister of National Defence or areas temporarily used for military exercises or purposes in accordance with Federal Laws unless an agreement is entered into between the Algonquins and Canada.]
(Language in square brackets is not agreed to by Canada and is subject to further negotiation by the Parties.)

Migratory Bird Sanctuaries

- 8.4.2** The Final Agreement will provide that Beneficiaries cannot Harvest Migratory Birds for Domestic Purposes in Migratory Bird Sanctuaries within the Settlement Area. For greater certainty, Canada will Consult with the Algonquins prior to designating any new Migratory Bird Sanctuaries in the Settlement Area.

Trade and Barter

- 8.4.3** The Final Agreement will provide that Beneficiaries have the right to Trade and Barter amongst themselves Migratory Birds, their parts and their By-products Harvested for Domestic Purposes within the Settlement Area pursuant to 8.4.
- 8.4.4** All matters relating to Trade and Barter with other Aboriginal Peoples of Migratory Birds, their parts and their By-Products, Harvested for Domestic Purposes by Beneficiaries within the Settlement Area pursuant to 8.4, will be addressed in the Final Agreement.

8.5 HARVESTING OF PLANTS

- 8.5.1** The Final Agreement will provide that Beneficiaries have the right to Harvest Plants for Domestic Purposes and the exercise of that right is subject to any Federal or Provincial Measures that are necessary for Conservation, public health and public safety referred to in 8.1.10 to 8.1.15:
- (a) throughout the year on Settlement Lands;
 - (b) throughout the year on Crown Lands and Protected Areas within the Settlement Area; and
 - (c) throughout the year in any National Park Reserve, National Wildlife Area, Migratory Bird Sanctuary or National Park established within the Settlement Area before or after the Effective Date where provided in agreements to be negotiated between the Algonquins and Canada;

[however Beneficiaries will not have the right to Harvest Plants for Domestic Purposes on lands that are administered or occupied by the Minister of National Defence or areas temporarily used for military exercises or purposes in accordance with Federal Laws unless an agreement is entered into between the Algonquins and Canada.]
(Language in square brackets is not agreed to by Canada and is subject to further negotiation by the Parties.)

Trade and Barter

8.5.2 The Final Agreement will provide that Beneficiaries have the right to Trade and Barter amongst themselves Plants, their parts and By-products Harvested for Domestic Purposes within the Settlement Area pursuant to 8.5.

8.5.3 All matters relating to Trade and Barter with other Aboriginal Peoples of Plants, their parts and their By-products, Harvested for Domestic Purposes by Beneficiaries within the Settlement Area pursuant to 8.5, will be addressed in the Final Agreement.

8.6 TRANSPORTATION OUTSIDE OF SETTLEMENT AREA

8.6.1 Beneficiaries will have the right to possess and transport, throughout the year, within and outside the Settlement Area, Fish, Wildlife, Migratory Birds and Plants Harvested for Domestic Purposes, their parts and their By-products. Fish, Wildlife, Migratory Birds, and Plants, their parts and their By-products so transported must be identified as having been Harvested pursuant to the Final Agreement by a Beneficiary.

8.6.2 Beneficiaries may be required by Canada or Ontario as appropriate to obtain a permit to possess and transport outside of the Settlement Area Fish, Wildlife, Migratory Birds and Plants their parts and their By-products Harvested for Domestic Purposes within the Settlement Area. Such permit, if required, shall be without fees and shall contain terms and conditions established under Federal or Provincial Laws.

8.6.3 Individuals possessing and transporting Fish, Wildlife, Migratory Birds, and Plants, their parts and their By-products Harvested for Domestic Purposes within the Settlement Area may be required to present all specimens for inspection when requested by an authorized person under Federal or Provincial Law, and produce any permit required pursuant to 8.6.2.

8.7 ENFORCEMENT

8.7.1 Enforcement of Federal and Provincial Law in relation to Harvesting, throughout the Settlement Area, including in Algonquin Provincial Park, will continue to be the responsibility of Canada or Ontario as appropriate.

8.7.2 Prior to the Final Agreement the role of the Algonquins in enforcement with respect to Beneficiaries shall be subject to further discussion among the Parties.

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

8.7.4 Subject to 8.7.5, Beneficiaries will not be required to hold permits or licences from Ontario or Canada to Harvest Fish, Wildlife, Migratory Birds or Plants for Domestic Purposes within the Settlement Area in accordance with the Final Agreement, nor will they be required to pay any fees in lieu of such permits or licences.

8.7.5 Nothing in the Final Agreement will affect the ability of Ontario or Canada to require Beneficiaries, on the same basis as other Aboriginal peoples, to obtain licences for the use and possession of firearms under Federal and Provincial law.

8.8 OTHER

Harvesting on Private Lands and Water

8.8.1 Beneficiaries may exercise the rights provided in this Chapter on private lands and waters within the Settlement Area where the owner or occupier consents.

Methods of Harvesting

8.8.2 A Beneficiary will have the right to use any method or technology to Harvest for Domestic Purposes in accordance with the Final Agreement if it does not contravene any Federal or Provincial Measure referred to in 8.1.10.

Incidental use of Shelters and Natural Resources

8.8.3 All matters relating to the use of shelters and natural resources, including Trees, for purposes reasonably incidental to the rights of Beneficiaries to Harvest Fish, Wildlife, Migratory Birds and Plants for Domestic Purposes on Crown Land and in Protected Areas within the Settlement Area shall be addressed in the Final Agreement.

Legal Authority

8.8.4 The Final Agreement will provide legal authority to the Algonquins to internally allocate, monitor and manage the exercise of the rights to Harvest by Beneficiaries in accordance with the Final Agreement.

Access to Crown lands

- 8.8.5** Access to Crown Lands within the Settlement Area by Beneficiaries to exercise their rights to Harvest for Domestic Purposes, including the use of roads, trails and waterways, will be described in the Final Agreement.

Sharing Agreements

- 8.8.6** The Final Agreement will address sharing agreements between the Algonquins and other Aboriginal Peoples in Ontario and, in particular, neighbouring Aboriginal Peoples.
- 8.8.7** Any sharing agreement negotiated pursuant to the Final Agreement shall be limited to the sharing of Harvesting for Domestic Purposes and shall be consistent with any limitations on the Harvest by Beneficiaries for Domestic Purposes as set out in the Final Agreement.
- 8.8.8** Nothing in the Final Agreement will prevent Beneficiaries from Harvesting outside of the Settlement Area in accordance with Federal or Provincial Law, or any sharing agreement negotiated under 8.8.6 and 8.8.7.

Implementation of International Agreements

- 8.8.9** Any legislation implementing an international agreement related to the Conservation of Wildlife, Fish or Migratory Birds that applies to or affects the Algonquins or the Settlement Area shall be interpreted and administered in a manner that treats the Algonquins on at least as favourable a basis as any other Aboriginal peoples of Canada.
- 8.8.10** Canada will Consult the Algonquins on the development of Canada's positions in respect of international discussions or negotiations that may adversely affect the Harvest by Beneficiaries of Migratory Birds.

**SCHEDULE 8.2.7 ALGONQUIN HARVESTING MAP FOR INTERIM WINTER
FISHING MEASURES IN ALGONQUIN PROVINCIAL PARK**

Interim Winter Fishing Measures In Algonquin Park, Lakes Included By Zone

Coldspring:

Beaverpaw Lake
Behan Lake
Birchcliffe Lake
Browse Lake
Calm Lake
Coldspring Lake
Creation Lake
Gibson Lake
Kelly Lake
Kennedy Lake
Loontail Lake
Meda Lake
Nadine Lake
Osler Lake
Pauwatine Lake
Redhead Lake
Vulture Lake

Dickson-Lavieille:

Dickson Lake
Fancomb Lake
Finch Lake
Inbetween Lake
Lake Lavieille
Lee Lake
Little Crooked Lake
Little Dickson Lake
Osprey Lake
Thomas Lake

Galipo:

Crystal Lake
East Galipo Lake
Florence Lake
Frank Lake
Frost Lake
Harry Lake
Little Canoe Lake
North Galipo Lake
Rence Lake
South Galipo Lake
Welcome Lake
West Galipo Lake

Hogan La-Muir:

Hogan Lake
Lake La Muir

**SCHEDULE 8.3.3 ALGONQUIN HARVESTING MAP FOR MOOSE HUNTING IN
ALGONQUIN PROVINCIAL PARK**

CHAPTER 9 PARKS AND PROTECTED AREAS

9.1 ONTARIO PROTECTED AREAS (PROVINCIAL PARKS AND CONSERVATION RESERVES)

General Provisions

- 9.1.1** This Chapter applies to those Protected Areas that are located in whole or in part within the Settlement Area as listed within Schedule 9.1.1.
- 9.1.2** The Parties agree that the maintenance of Ecological Integrity shall be the first priority in the management of Protected Areas in the Settlement Area.
- 9.1.3** Nothing in the Final Agreement will affect the jurisdiction of Ontario in relation to Protected Areas and that jurisdiction will be exercised in a manner that is consistent with the Final Agreement.
- 9.1.4** The Final Agreement will provide that Ontario will Consult with the Algonquins if it proposes to establish a new Protected Area located in whole or in part within the Settlement Area after the Effective Date.
- 9.1.5** Nothing in the Final Agreement will affect Ontario's ability to consult with the public in the course of Protected Area Management Planning.
- 9.1.6** Prior to the Final Agreement Ontario agrees to change the name of Westmeath (Bellows Bay) Provincial Park to a name agreed to by Ontario and the Algonquins.

Participation in Protected Area Management Planning

- 9.1.7** Ontario will work in close collaboration with the Algonquins in management planning as set out in 9.1.10 to 9.1.16.
- 9.1.8** The Final Agreement will provide that the Minister of Natural Resources and Forestry will appoint at least one person nominated by the Algonquins to the Ontario Parks Board of Directors.
- 9.1.9** Where any other board is established by the Minister of Natural Resources and Forestry to address any issues relating to a Protected Area listed in Schedule 9.1.1 or any other Protected Area established in the Settlement Area after the Effective Date, the Algonquins shall be invited to have representation on such board.
- 9.1.10** Ontario and the Algonquins will establish a planning committee through which Ontario and the Algonquins will engage in management planning in Protected Areas in accordance with the Level 3 participation set out in 9.1.12.

- 9.1.11** The Final Agreement will provide that the planning committee will meet at least once a year, and for a period of 10 years will be funded from the Implementation Plan, following which the Algonquins will be responsible for their own costs of participation. Prior to the Final Agreement, Ontario and the Algonquins may develop additional terms of reference for the committee.
- 9.1.12** The Final Agreement will provide for the following levels of Algonquin and Ontario engagement in Protected Area management planning as plans are developed from time to time:
- | | |
|---------|--|
| Level 1 | Algonquin review and comment on Protected Area Management Directions prepared by Ontario. |
| Level 2 | Algonquin participation, as members of the Protected Area planning teams, in the development and amendment of Protected Area Management Directions. |
| Level 3 | The Algonquins and the responsible Protected Area Manager, through a planning committee, will jointly develop, amend and examine Protected Area Management Directions, Secondary Plans, Natural Heritage Education Programs and any other strategic plans for Protected Areas. Should the Algonquins and the responsible Protected Area Manager not be able to reach agreement on issues of concern to the Algonquins, or if a more senior official proposes changes with respect to one of these plans with which the Algonquins disagree, the Algonquins may make a submission to the Minister. Along with all other relevant information, the Minister shall take into account the views and concerns expressed by the Algonquins in resolving the issues of concern. |
- 9.1.13** Ontario will provide notice to the Algonquins of any proposed changes to a Protected Area Management Direction or other strategic plan or program referred to in 9.1.12 after they are developed in accordance with 9.1.12.
- 9.1.14** The Algonquins may choose not to participate in a particular planning activity described in 9.1.12 without prejudice to their right to participate in any subsequent planning activities. For greater certainty, where the Algonquins choose not to participate in a particular planning activity, the responsible Protected Area Manager may proceed without the involvement of the Algonquins.

- 9.1.15** Unless the Parties agree otherwise, the following Protected Areas are subject to Level 3 Algonquin participation as set out in 9.1.12:
- (a) Alexander Lake Forest Provincial Park;
 - (b) Algonquin Provincial Park;
 - (c) Bon Echo Provincial Park;
 - (d) Crotch Lake Conservation Reserve and recommended Provincial Park;
 - (e) Deacon Escarpment Recommended Conservation Reserve;
 - (f) Egan Chutes Provincial Park;
 - (g) Egan Chutes Provincial Park (waterway addition);
 - (h) Hungry Lake Conservation Reserve;
 - (i) Lake St. Peter Provincial Park and recommended addition;
 - (j) Mattawa River Provincial Park;
 - (k) Ottawa River (Whitewater) Provincial Park;
 - (l) Petawawa Terrace Provincial Park;
 - (m) Samuel de Champlain Provincial Park;
 - (n) Upper Madawaska River Provincial Park;
 - (o) Upper Ottawa River Recommended Provincial Park; and
 - (p) Westmeath Provincial Park (Bellows Bay).

- 9.1.16** For all Protected Areas listed in Schedule 9.1.1 but not listed in 9.1.15, or for any Protected Area established in the Settlement Area after the Effective Date, the Algonquins and the appropriate Director within the Ministry of Natural Resources and Forestry will determine the appropriate level of Algonquin participation when the development, amendment or examination of the Protected Area Management Directions for those Protected Areas occurs. If the Algonquins and that Director cannot agree on the appropriate level of participation, the Algonquins may make a submission to the Minister, who will take into account that submission when making a decision on the appropriate level of Algonquin participation.

Access to Protected Areas

- 9.1.17** The Final Agreement will provide that waterways, roads, trails, use of motorized craft and vehicles and other access issues in Protected Areas will be addressed through Protected Area Management Planning processes, which will take into account, in addition to other considerations, the following principles:
- (a) a controlled access regime and the maintenance of Ecological Integrity are priorities for Algonquin Provincial Park and other Protected Areas; and
 - (b) the Algonquin interest in maintaining access for purposes of Harvesting to Algonquin Provincial Park and other Protected Areas listed in Schedule 9.1.1.
- 9.1.18** The Algonquins will participate with Ontario and the Algonquin Forestry Authority in the development of Forest Management Plans that address the construction and decommissioning of forestry roads and water crossings in Algonquin Provincial Park.
- 9.1.19** If the Algonquins and Ontario cannot reach agreement on the decommissioning of roads or other access issues in Algonquin Provincial Park, the Algonquins may make submissions to the Minister of Natural Resources and Forestry, who shall take into account the views and concerns expressed by the Algonquins in resolving the issues of concern.

Cultural Recognition in Protected Areas

- 9.1.20** Prior to the Final Agreement, Ontario and the Algonquins will endeavour to reach agreements for the use of a site or sites located at Whitefish Lake, Kiosk and Basin Depot within Algonquin Provincial Park for cultural or ceremonial gatherings and the operation of such site or sites during such gatherings.
- 9.1.21** The Algonquins and Ontario may negotiate agreements for the use of other sites in Algonquin Provincial Park and other Protected Areas for cultural or ceremonial gatherings and the operation of such site or sites during such gatherings.
- 9.1.22** Prior to the Final Agreement, Ontario and the Algonquins will endeavour to reach agreements regarding entrance features, including storyboard landscaping reflecting Algonquin culture, and address Algonquin access to and use of Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park for cultural activities.

- 9.1.23** Protected Area Management Plans for Algonquin Provincial Park and other Protected Areas shall endeavour to identify initiatives that recognize Algonquin culture, such as:
- (a) partnership projects (e.g. potential canoe route improvements, wildlife corridor enhancement);
 - (b) Algonquin involvement in cultural heritage inventories, archaeological studies, and native values mapping; and
 - (c) protection of Algonquin cultural and spiritual sites.
- 9.1.24** Prior to the Final Agreement, Ontario and the Algonquins will explore the development of a project such as a cultural centre, museum or other tourist destination consistent with Park values, in Algonquin Provincial Park or in another Protected Area subject to any economic or other appropriate feasibility studies.
- 9.1.25** Prior to the Final Agreement Ontario and the Algonquins will engage in planning in accordance with Level 3 for Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park. Ontario and the Algonquins will address whether the Protected Area Management Directions for Petawawa Terrace Provincial Park and Westmeath (Bellows Bay) Provincial Park should be updated or amended to address the cultural recognition provisions described in 9.1.22.
- 9.1.26** For greater certainty, any of the proposed projects referred to in 9.1.20 to 9.1.24 will be subject to applicable planning and environmental assessment processes.

Employment and Training in Protected Areas

- 9.1.27** The Final Agreement will address measures for Ontario to support employment and capacity training for Algonquins in order to help them meet the requirements for jobs within or associated with Protected Areas.
- 9.1.28** Prior to the Final Agreement, Ontario and the Algonquins will explore the development of an Algonquin steward program to provide ongoing employment opportunities to the Algonquins in Algonquin Provincial Park and other Protected Areas in the Settlement Area, and to aim to enhance cultural recognition and aspects of an Algonquin identity in each Protected Area where the program will be delivered.
- 9.1.29** If Ontario and the Algonquins agree to implement an Algonquin steward program, staffing, job specifications, funding arrangements and other program specifics will be addressed through an agreement between Ontario and the Algonquins to be negotiated before the Final Agreement.

Additions to Protected Areas

- 9.1.30** The Final Agreement will describe the boundaries for a recommended addition to Lake St. Peter Provincial Park and a recommended Provincial Park (Natural Environment Class) in the area of the Crotch Lake Conservation Reserve for the land identified in Descriptive Plans in Appendix 9.1.30 and as further illustrated in Reference Maps I and J. Third Party interests falling within the boundaries of the recommended Protected Areas will be addressed in accordance with Schedule 9.1.30.
- 9.1.31** For greater certainty, the implementation of any recommendation under 9.1.30 will be subject to all applicable laws, any applicable land use planning and environmental assessment processes and the *Provincial Parks and Conservation Reserves Act*.
- 9.1.32** Should it be regulated as a Provincial Park, management planning in the recommended Provincial Park in the area of the Crotch Lake Conservation Reserve will be subject to Level 3 Algonquin participation as set out in 9.1.12.

De-Regulation and Disposition of Particular Protected Areas

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

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

Establishment of New Areas

- 9.2.1** The Final Agreement will provide that Canada will Consult with the Algonquins in respect of the establishment of any National Park, National Marine Conservation Area, Migratory Bird Sanctuary or National Wildlife Area, within the Settlement Area.

9.2.2 If, after the Effective Date, any National Park or National Marine Conservation Area is proposed to be established wholly or partly within the Settlement Area, the Algonquins and Canada will negotiate and attempt to reach agreement regarding:

- (a) Algonquin participation in planning and management; and
- (b) the exercise of Harvesting rights of the Beneficiaries in that National Park or National Marine Conservation Area.

Rideau Canal National Historic Site of Canada

9.2.3 The Final Agreement will provide that the Algonquins will have access to the Rideau Canal National Historic Site of Canada, without a fee being charged for boat launching, related parking and lockage where these services are provided by Parks Canada. Fees for moorage, camping and other business fees will continue to apply.

9.2.4 Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement on the process for Algonquin involvement in management planning related to lands associated with the Rideau Canal National Historic Site of Canada and any other lands administered by Parks Canada within the Settlement Area.

9.2.5 Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement to allow the Algonquins access to selected lock station sites for the purposes of constructing storyboards and picnic/rest stop facilities, subject to agreements between Parks Canada and the Algonquins regarding site plans, including signage for those site plans.

9.2.6 Before the Final Agreement, Canada and the Algonquins will discuss and attempt to reach agreement with respect to the Harvesting by Beneficiaries on lands administered by Canada on the Rideau Canal National Historic Site of Canada. This discussion will also discuss the use of shelters and camps for Harvesting on lands administered by Canada on the Rideau Canal National Historic Site of Canada.

SCHEDULE 9.1.1 PROTECTED AREAS IN SETTLEMENT AREA

Operating Parks

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

Conservation Reserves

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

Non-Operating Parks

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

SCHEDULE 9.1.30 THIRD PARTY INTERESTS IN LANDS RECOMMENDED FOR ADDITIONS TO PROVINCIAL PARKS

Third party interests in lands recommended for an addition to Lake St. Peter Provincial Park and lands recommended for a Provincial Park in the area of the Crotch Lake Conservation Reserve (collectively the “recommended lands”) may continue in accordance with Provincial Laws and the following:

- (a) recommended lands that are subject to a Sustainable Forest Licence shall not be regulated under the *Provincial Parks and Conservation Reserves Act* until the Forest Management Plans existing as of the date of the Agreement-in-Principle have expired;
- (b) if there are any proposed amendments to Forest Management Plans that could adversely affect prospective Algonquin interests in recommended lands prior to regulation, Ontario will Consult the Algonquins;
- (c) recommended lands have been withdrawn from prospecting, staking, sale and lease pursuant to section 35 of the *Mining Act*;
- (d) notwithstanding (c), where mining claims have been recorded or mining leases issued prior to the recommended lands having been withdrawn pursuant to section 35 of the *Mining Act*, those claims and leases will continue in accordance with their terms and the provisions of the *Mining Act*;
- (e) recommended lands subject to mining claims or mining leases shall not be regulated under the *Provincial Parks and Conservation Reserves Act* unless and until the claims or leases lapse, are extinguished or are otherwise surrendered in accordance with the *Mining Act*;
- (f) Ontario and the Algonquins intend that activities authorized under bait harvest area licences, trapping licences and bear management area licences existing at the time the recommended lands are regulated under the *Provincial Parks and Conservation Reserves Act* may continue, and Ontario will take steps to seek the necessary approvals for those activities to continue in accordance with applicable Provincial Law; and
- (g) land uses authorized by land use permits that are existing at the time recommended lands are regulated under the *Provincial Parks and Conservation Reserves Act* may continue in accordance with provincial legislation, policy and Protected Area Management Direction.

CHAPTER 10 HERITAGE AND CULTURE

10.1 GENERAL

- 10.1.1** Algonquin Heritage Resources represent an important physical manifestation of ancestral and current Algonquin lifeways, traditional values, culture and knowledge for the Algonquins. The Algonquins therefore have an interest in the stewardship and conservation of these resources.
- 10.1.2** The Parties acknowledge that the Report of the Ipperwash Inquiry released May 30, 2007 has made recommendations regarding burial and heritage sites and that the Ipperwash Inquiry Priorities and Action Committee has established a sub-table to address burial and heritage sites issues based upon those recommendations. The Parties will consider any outcome of the burial and heritage sites sub-table in negotiating the Final Agreement.
- 10.1.3** The Final Agreement, consistent with 2.7.1, will set out the trigger, nature, scope and processes of Consultation with respect to the subject of Algonquin Heritage Resources.

10.2 STEWARDSHIP AND CONSERVATION OF ALGONQUIN HERITAGE RESOURCES

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

10.3 SHARING OF DATA

- 10.3.1** Subject to 2.14 and 10.10, Canada and Ontario will provide appropriate Algonquin Institutions with access to data relating to Algonquin Heritage Resources within the respective control or possession of Canada or Ontario.
- 10.3.2** Access under 10.3.1 will be in accordance with applicable legislative requirements and such data sharing agreements as are reasonably required to address such matters as the preservation of the confidentiality of any information that is not generally available to the public.

10.4 ARCHAEOLOGICAL FIELDWORK

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

10.5 ARTIFACTS GENERALLY

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

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

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

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

10.6.2 For greater certainty, any human remains and any Artifacts associated with those human remains located within the inventory, will be addressed in accordance with the *Funeral, Burial and Cremation Services Act* and any protocol dealing with Burial Sites under 10.9 or any protocol that specifically addresses human remains and any Artifacts associated with the human remains located within storage facilities of the Ministry.

10.7 ALGONQUIN ARTIFACTS IN THE CANADIAN MUSEUM OF CIVILIZATION PERMANENT COLLECTION

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

10.8 HUMAN REMAINS AND ARTIFACTS ASSOCIATED WITH THE HUMAN REMAINS

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

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

- 10.8.3** The Final Agreement will provide that the transfer of such Algonquin Human Remains and Artifacts associated with those human remains will take place at a time and place agreed to by the appropriate Algonquin Repository and the relevant museum.
- 10.8.4** The Final Agreement will provide that the appropriate Algonquin Repository shall have responsibility for and stewardship of those Algonquin Human Remains and Artifacts associated with Algonquin Human Remains transferred to the Algonquin Repository pursuant to 10.8.1 or 10.8.2.
- 10.9 BURIAL SITES**
- 10.9.1** Prior to the Final Agreement, the Algonquins and Ontario will enter into discussions towards a protocol that would apply when a Burial Site is or has been discovered on privately owned land or Provincial Crown Land in the Settlement Area, relating to:
- (a) the possibility of notice in addition to any notice under the *Funeral, Burial and Cremation Services Act*;
 - (b) input from the Algonquins to the Registrar of Cemeteries and Crematoriums under the *Funeral, Burial and Cremation Services Act*, with respect to determinations of cultural affiliation and ancestry;
 - (c) the identification of the Algonquin Institution or Person who will act as representative of the human remains of the Burial Site where those remains have been determined to have close cultural affinity with the Algonquins;
 - (d) the rights and responsibilities of the Algonquins and Ontario with respect to the disposition of the human remains and Artifacts associated with the human remains;
 - (e) registration of a cemetery within the meaning of the *Funeral, Burial and Cremation Services Act* established in the Settlement Area as a result of a Burial Site;
 - (f) the closing of an established cemetery within the meaning of the *Funeral, Burial and Cremation Services Act* in the Settlement Area resulting from a Burial Site; and
 - (g) such other matters as the Algonquins and Ontario may agree.

- 10.9.2** Any protocol developed under 10.9.1 will take into account traditional Algonquin burial practices and the principles that Algonquin Human Remains are to be treated with respect, that disturbance of the remains is to be minimized, and shall also take into account the preference of the Algonquins that the Algonquin Human Remains be reinterred in the place of discovery or in another location selected by the Algonquins.
- 10.9.3** The Final Agreement may contain one or more provisions dealing with the subject-matters of 10.9.1.
- 10.10 FEDERAL CROWN LAND**
- 10.10.1** The Final Agreement will provide that, with respect to Federal Crown Land in the Settlement Area, at the request of the Algonquins, Canada and the Algonquins will negotiate towards a protocol or protocols with respect to:
- (a) procedures when authorising Archaeological Fieldwork that may affect Algonquin rights under the Final Agreement or will affect a known Algonquin heritage site;
 - (b) Algonquin Human Remains, and associated funerary objects, and Algonquin Burial Sites, including how said human remains or associated funerary objects will be dealt with;
 - (c) Algonquin access to Algonquin Artifacts in Canada's permanent collection;
 - (d) subject to 2.14.1, Algonquin access to information related to Algonquin Human Remains and associated funerary objects, Algonquin heritage sites, and Algonquin Artifacts; and
 - (e) other matters as the Algonquins and Canada may agree.
- 10.10.2** In the event of a dispute between the Algonquins and another Aboriginal group or groups regarding the subject matter of the protocol or protocols referred to in 10.10.1, the Aboriginal groups will resolve the issue between themselves and will provide Canada with written confirmation prior to further negotiation, finalisation and implementation of the protocol or protocols.
- 10.10.3** For greater certainty, a protocol referred to in 10.10.1 is not intended to:
- (a) form part of the Final Agreement;
 - (b) be a treaty or land claim agreement; and
 - (c) recognize or affirm Aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

10.11 ALGONQUIN DOCUMENTARY HERITAGE RESOURCES

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

10.12 FUTURE HERITAGE PRESERVATION

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

CHAPTER 11 SELF-GOVERNMENT

- 11.1** The Final Agreement will address self-government arrangements for the Algonquins of Pikwakanagan First Nation, including the Algonquins of Pikwakanagan Reserve No. 39.
- 11.2** For greater certainty, the Final Agreement may provide for self-government arrangements for the Algonquins of Pikwakanagan First Nation in agreements or sub-agreements separate from the Final Agreement. Section 2.2.1 shall apply to any such agreement or sub-agreement if the Parties agree.
- 11.3** The Parties acknowledge that the Final Agreement can be concluded only if they agree on self-government arrangements for the Algonquins of Pikwakanagan First Nation, including the Algonquins of Pikwakanagan Reserve No. 39.
- 11.4** Except as may be provided with respect to the Algonquins of Pikwakanagan First Nation in self-government arrangements, nothing in the Final Agreement will affect any Aboriginal Right of self-government that the Algonquins may have, or prevent any future negotiations among the Parties relating to self-government.

CHAPTER 12 TAXATION

12.1 TRANSFER OF ALGONQUIN CAPITAL

12.1.1 The Final Agreement will provide that a transfer or recognition of ownership of Algonquin Capital under the Final Agreement is not taxable.

12.1.2 For federal and Ontario income tax purposes, Algonquin Capital will be deemed to have been acquired by the Algonquins at a cost equal to its fair market value on the latest of:

- (a) the Effective Date; and
- (b) the Date of Transfer or date of recognition of ownership, as the case may be.

12.2 SPECIFIED ALGONQUIN LANDS

12.2.1 An Algonquin Institution that meets the criteria specified in the Final Agreement is not subject to real property taxation in respect of the Specified Algonquin Lands that it owns if:

- (a) there are no Improvements on the lands, and
- (b) a financial arrangement has been entered into in respect of the lands under 12.2.2.

12.2.2 Where Specified Algonquin Lands are to be exempt from taxation under 12.2.1, the Algonquin Institution, prior to the Final Agreement, will enter into a financial arrangement with the appropriate government authority under which the Algonquin Institution will pay the costs of any services that the Algonquin Institution and the government authority agree will be provided to Specified Algonquin Lands, which financial arrangement would become effective on the Date of Transfer for the particular parcels of Specified Algonquin Lands. Any costs associated with such financial arrangements will be the responsibility of the Algonquin Institution.

12.2.3 For the purposes of 12.2.1, if Specified Algonquin Lands contain an Improvement, the portion of the lands that becomes taxable as a result is the portion that is ancillary to the use of the Improvement.

12.2.4 For greater certainty, the exemption from taxation in 12.2.1 does not apply to a Person other than an Algonquin Institution that meets the criteria specified in the Final Agreement, nor does it apply to a disposition of an interest in the Specified Algonquin Lands.

12.3 TAX TREATMENT AGREEMENT

12.3.1 The Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date.

12.3.2 The tax treatment agreement will address:

- (a) the tax treatment of Algonquin settlement trusts which may be established by the Algonquins and which will not be subject to income tax provided that certain terms and conditions are met;
- (b) the tax treatment of certain transfers of Algonquin Capital between Algonquin Institutions, which will not be subject to tax (including income tax, goods and services tax, harmonized sales tax and land transfer tax), provided that certain terms and conditions are met;
- (c) matters relating to the amendment, term and renewal of the tax treatment agreement; and
- (d) other matters agreed to by the Parties.

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

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

12.4 INDIAN ACT TAX EXEMPTION AND TRANSITIONAL MEASURES

12.4.1 Subject to 12.4.2 and Chapter 11, section 87 of the *Indian Act* will have no application to any Beneficiary, Algonquin Institution or Settlement Lands as of the Effective Date.

12.4.2 Prior to the conclusion of the Final Agreement, the Parties will negotiate transitional measures in respect of the application of section 87 of the *Indian Act*.

12.5 OTHER MATTERS

12.5.1 The Final Agreement may address other matters in respect of taxation as may be agreed to by the Parties, including a more comprehensive definition of “Improvement,” and may address taxation matters resulting from negotiations, as contemplated by Chapter 11, regarding self-government.

SCHEDULE 12.2 SPECIFIED ALGONQUIN LANDS

Parcels 91 G, 96 I and 350 identified on Descriptive Plans attached in Appendix 5.1.1 and as further illustrated in Reference Maps A, F and G.

CHAPTER 13 DISPUTE RESOLUTION

13.1 GENERAL

- 13.1.1** For the purpose of this Chapter the “Parties” means those of the Parties involved in a Dispute.
- 13.1.2** Canada, Ontario and the Algonquins will use all reasonable efforts to prevent or, alternatively, minimize Disputes.
- 13.1.3** Where there is a Dispute, the Parties agree to meet and attempt to resolve the Dispute amicably without litigation. The Parties will use all reasonable efforts to resolve the Dispute in:
- (a) an expeditious and cost-effective manner; and
 - (b) a non-adversarial, collaborative and informal atmosphere.

13.2 PROCEDURE

- 13.2.1** Unless the Parties agree in writing otherwise, the Parties shall use the procedure set out in this Chapter.
- 13.2.2** If there is a Dispute that cannot be resolved by the Parties within sixty (60) days from the first meeting contemplated in 13.1.3, any Party may invoke this Dispute resolution procedure by giving written notice to the other Party or Parties and designating a representative with appropriate authority to negotiate a resolution of the Dispute.
- 13.2.3** Upon receipt of the notice referred to in 13.2.2, the Parties shall, within five (5) business days of the receipt of that notice, designate their representatives with appropriate authority to negotiate a resolution of the Dispute.
- 13.2.4** Within ten (10) business days of the designation of representatives, those representatives shall enter into negotiations to attempt to resolve the Dispute.
- 13.2.5** If within thirty (30) business days after the first meeting of the designated representatives, the Parties have failed to resolve the Dispute or to agree to extend the time for the representatives to resolve the Dispute, the Parties will appoint a mediator, in accordance with this Chapter.

13.3 MEDIATION

13.3.1 The following rules shall apply to a mediation:

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

13.4 ARBITRATION

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

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

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

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

CHAPTER 14 IMPLEMENTATION

14.1 SHARED COMMITMENTS

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

14.2 IMPLEMENTATION PLAN

14.2.1 The Implementation Plan will:

- (a) identify the obligations of the Parties in the Final Agreement, the costs associated with discharging those obligations, who will pay those costs, the activities to be undertaken to fulfill these obligations, the Party responsible to undertake the identified activities and the timelines including when the activities will be completed;
- (b) specify how the Implementation Plan may be amended; and
- (c) address other matters agreed to by the Parties.

14.2.2 The Implementation Plan will not:

- (a) form part of the Final Agreement;
- (b) be a contract among the Parties;
- (c) be a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
- (d) recognize or affirm Aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;
- (e) create legal obligations that are binding on the Parties;
- (f) alter any rights or obligations set out in the Final Agreement;
- (g) preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the Implementation Plan; or
- (h) be used to limit, expand or interpret the provisions of the Final Agreement.

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

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

14.3 IMPLEMENTATION COMMITTEE

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

14.3.2 The Parties will each appoint one member as their representative to the Implementation Committee, and each member of the Implementation Committee shall be accountable to the Party that appointed him or her.

14.3.3 The Implementation Committee will:

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

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

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

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

14.3.6 Canada will be responsible for publishing the annual report.

14.3.7 In the tenth (10th) year following the Effective Date, the annual report will consider whether the activities set out in the Implementation Plan have been completed and if the Implementation Plan should be extended.

14.4 COSTS OF IMPLEMENTATION COMMITTEE

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

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

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

CHAPTER 15 RATIFICATION PROCESS FOR THE AGREEMENT-IN-PRINCIPLE

15.1 ENTITLEMENT TO BE ENROLLED AS A VOTER

- 15.1.1** An Applicant is entitled to be registered as an Algonquin Voter in the ratification of the Agreement-in-Principle if that person is eighteen (18) years of age or more on or before February 1, 2013, applies to be registered as an Algonquin Voter, and meets the eligibility criteria in Chapter 3 except for the exclusion in 3.2.1(b) and, where necessary, has been certified pursuant to 3.1.2(a)(i) and (ii) and 15.5.

15.2 RATIFICATION OF AGREEMENT-IN-PRINCIPLE

- 15.2.1** The purpose of the Ratification Vote on the Agreement-in-Principle is to provide an indication of support for the Agreement-in-Principle and negotiations towards the Final Agreement.
- 15.2.2** The ratification of the Agreement-in-Principle shall have no legal effect and the Agreement-in-Principle, once ratified, shall have no legal status and shall not create legal obligations.
- 15.2.3** A registered Algonquin Voter is eligible to cast a vote pursuant to the rules and procedures established in the Ratification Process Appendix attached as Appendix 15.2.3.
- 15.2.4** The Agreement-in-Principle shall be considered to be ratified if a majority of the Algonquin Voters who cast their Ballots vote in favour of the Agreement-in-Principle. Failure to ratify the Agreement-in-Principle may result in the termination of negotiations. The Parties shall, in any case, assess the results of the Ratification Vote to determine the likely success of further negotiations.

15.3 RATIFICATION COMMITTEE

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

- 15.3.2** No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards a Final Agreement is eligible to be appointed to the Ratification Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Ratification Committee.
- 15.3.3** Nothing in 15.3.2 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Ratification Committee regarding its role.
- 15.3.4** The Ratification Committee shall be established when all of the appointments to the Ratification Committee have been made.
- 15.3.5** Once established, the Ratification Committee shall conduct the Ratification Process pursuant to this Chapter and Appendix 15.2.3.
- 15.3.6** As soon as possible, the Ratification Committee shall give public notice of the Ratification Process.
- 15.3.7** The Parties may agree in writing to establish an additional period of enrolment in order to provide a reasonable opportunity for all eligible Algonquin Voters to enrol.
- 15.3.8** Where the Parties have agreed to an additional phase of enrolment pursuant to 15.3.7, all time periods established by this Chapter for enrolment and protests shall apply with necessary changes.
- 15.4 APPLICATION TO BE ON THE VOTERS LIST**
- 15.4.1** All Applicants must complete and file an application form with the Ratification Committee as set out in Appendix 15.2.3.
- 15.4.2** Applicants must demonstrate on the application form that they meet the eligibility criteria in Chapter 3 except for the exclusion in 3.2.1(b).
- 15.5 ASSESSMENT OF APPLICATIONS**
- 15.5.1** The Ratification Committee shall retain an enrolment officer satisfactory to the Parties to certify the Direct Lineal Descent and membership in an Algonquin Collective criteria pursuant to 3.1.2(a)(i) and (ii). For this purpose the enrolment officer may rely on previous directly applicable work by that enrolment officer, or analysis done by another person who is considered qualified by the enrolment officer, where the enrolment officer has verified that analysis.

- 15.5.2** In certifying that an Applicant meets the criteria of 3.1.2(a)(ii), the enrolment officer is required to certify the existence of:
- (a) one or more major life events of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor, or
 - (b) other evidence of residence of the Applicant or a person in the line of Direct Lineal Descent between the Applicant and an Algonquin Ancestor in Ontario within the Algonquin Territory after July 15, 1897 and prior to June 15, 1991.
- 15.5.3** The Ratification Committee shall place the Applicant's name on a Preliminary Voters List provided the application form meets the requirements referred to in 15.4.2. The Ratification Committee shall rely upon the preliminary list of Algonquin Ancestors and the certification of the enrolment officer in assessing the criteria pursuant to 3.1.2(a)(i) and (ii).
- 15.5.4** Where the enrolment officer is unable to certify either of the criteria pursuant to 3.1.2(a)(i) and (ii) due to his or her inability to evaluate genealogical evidence during the time available, the Applicant shall be notified that he or she cannot be placed on the Preliminary Voters List and his or her application form and supporting information shall be evaluated for purposes other than the ratification of the Agreement-in-Principle after the Ratification Vote.
- 15.5.5** Where the Ratification Committee receives an application which asserts that a name is missing from the preliminary list of Algonquin Ancestors, the Ratification Committee shall refer the Applicant to the Algonquin Negotiation Representatives to be addressed pursuant to the terms of the Algonquin Protocol, attached as Schedule 15.5.5.
- 15.5.6** The Preliminary Voters List shall indicate either:
- (a) the Algonquin Collective to which the Applicant has identified a Cultural or Social Connection, and the Algonquin Ancestor or Ancestors from whom the Applicant has demonstrated Direct Lineal Descent; or
 - (b) that the Applicant is a member of the Algonquins of Pikwakanagan First Nation.
- 15.5.7** The Ratification Committee shall post the Preliminary Voters List in places and in the manner set out in Appendix 15.2.3.

15.6 PROTESTS

- 15.6.1** An Applicant whose name does not appear on the Preliminary Voters List may protest the omission of his or her name from the Preliminary Voters List within thirty (30) days of its posting by providing written reasons for the protest, and any supporting documentation, to the Ratification Committee.
- 15.6.2** Any person on the Preliminary Voters List may protest the inclusion or omission of the name of any Applicant on or from the Preliminary Voters List within thirty (30) days of its posting by providing written reasons for the protest, and any supporting documentation, to the Ratification Committee.
- 15.6.3** The Ratification Committee shall give notice of the protest, including the protester's reasons and any supporting documentation, to the Parties to the protest and, if the protest relates to the criteria in 3.1.2(a)(i) and (ii), to the enrolment officer retained under 15.5.1.
- 15.6.4** The Ratification Committee shall refer all protests, including all relevant information, to the Review Committee.
- 15.6.5** The Ratification Committee shall prepare, certify and post a Final Voters List within seventy-five (75) days of the posting of the Preliminary Voters List.

15.7 REVIEW COMMITTEE

- 15.7.1** All protests shall be determined by a Review Committee consisting of no fewer than five (5) persons over the age of eighteen (18), a quorum of which is a panel of three (3).
- 15.7.2** The Review Committee shall be appointed by the Algonquins after consultation with Canada and Ontario.
- 15.7.3** The Review Committee shall appoint its chair, whose responsibilities will include striking Review Committee panels.

- 15.7.4** Where the chair of the Review Committee determines that:
- (a) a quorum cannot be struck because three (3) members of the Review Committee cannot be identified who are not members of a community represented by an Algonquin Negotiation Representative from which a protester or person protested is also a member; or
 - (b) there would be a reasonable apprehension of bias on the part of Algonquins who are members of the Review Committee;
- a protest may be dealt with by a single member of the Review Committee where that member is a retired judge of the Superior Court of Ontario or the Federal Court.
- 15.7.5** The Review Committee, in considering a protest concerning criteria in 3.1.2(a)(i) and (ii), shall retain a genealogist, and may retain such other advisers or experts as appropriate other than the enrolment officer referred to in 15.5.1.
- 15.7.6** No present member or consultant of a negotiating team of one of the Parties in relation to negotiations towards the Final Agreement is eligible to be appointed to or to advise the Review Committee. Past members or consultants of such negotiation teams are under the same restriction for the five (5) year period immediately prior to the appointment of the Review Committee.
- 15.7.7** Nothing in 15.7.6 shall preclude a member or consultant of a negotiation team for one or more of the Parties from participating in a general briefing of the Review Committee regarding its role.
- 15.7.8** In considering protests, the Review Committee may:
- (a) reject a protest if in the opinion of the Review Committee:
 - i the person making the protest lacks standing to make a protest;
 - ii the protest does not contain grounds that could, if proven, lead to a successful protest, or
 - iii the protest is frivolous or vexatious;
 - (b) determine that further information or evidence is required before the protest can be heard, and so inform the person making the protest;
 - (c) convene a hearing into the protest.

- 15.7.9** Where the Review Committee has convened a hearing into a protest, all Parties to the Protest, and the enrolment officer retained under 15.5.1, shall be provided an opportunity to make further submissions to respond to objections made to the inclusion or omission of an individual's name on the Preliminary Voters List. The Review Committee shall not overturn a decision of the Ratification Committee to accept or reject an Applicant approved by the Ratification Committee in the absence of a palpable and overriding error by the Ratification Committee or an Appeal Board that determined that an ancestor of the Applicant was an Algonquin Ancestor, fraud in any application, or new evidence that was not available to the Ratification Committee or the Appeal Board that determined that an ancestor of the Applicant was an Algonquin Ancestor.
- 15.7.10** In considering a protest, the Review Committee shall rely on the eligibility criteria in Chapter 3 except for the exclusion in 3.2.1(b). The Review Committee may order the Ratification Committee to delete a name from the preliminary list of Algonquin Ancestors but has no authority to order the addition of a name to such list.
- 15.7.11** The Review Committee shall consider all protests and shall make a final determination within seventy (70) days of the posting of the Preliminary Voters List.
- 15.7.12** The decision of the Review Committee respecting protests shall be final and shall be sent, along with written reasons for its decisions, to all Parties to the Protest and to the Ratification Committee.
- 15.7.13** The decision of the Review Committee shall be implemented by the Ratification Committee.
- 15.7.14** Decisions of the Ratification Committee or of the Review Committee are not determinative for the enrolment of Beneficiaries under Chapter 3 of the Agreement-in-Principle.
- 15.7.15** Where the Parties have agreed to an additional phase of enrolment pursuant to 15.3.7:
- (a) the protest provisions in 15.6 shall apply to all names included on or omitted from the Preliminary Voters List that is posted following the additional phase of enrolment, whether or not that name was included or omitted during the first or second phase of enrolment, unless a previous protest in relation to that name was disposed of by the Review Committee pursuant to 15.7.11, and

- (b) following the first phase of enrolment may be adjourned, with the consent of the protester, to be heard following the completion of the second phase of enrolment and during the period established for hearing protests from the second phase of enrolment.

15.8 RULES AND PROCEDURES

15.8.1 The rules and procedures for voting in the ratification of the Agreement-in-Principle are set out in Appendix 15.2.3.

15.8.2 The Parties may amend any time period or deadline provided for under this Chapter or Appendix 15.2.3 by written agreement.

15.9 CUSTODY AND RETURN OF APPLICATION FILES

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

15.10 COSTS

15.10.1 Ontario and Canada will pay a previously agreed amount of funding for the reasonable costs associated with the Ratification Process.

15.10.2 Any cost associated with the Ratification Process beyond the approved funding provided under 15.10.1 will be the responsibility of the Algonquins.

SCHEDULE 15.5.5 ALGONQUIN PROTOCOL

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

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

A preliminary list of Algonquin Ancestors agreed to by the Parties is attached as Appendix 3.1.

3. The ANRs shall review the applications, may conduct their own research and shall, unless otherwise agreed by them, engage a researcher to supplement the historic records or documents provided by the Applicant and provide a report on the merits of the application.
4. The ANRs may, in their discretion, convene a hearing to examine the historic records or documents in their possession regarding the application to add the proposed name to the preliminary list of Algonquin Ancestors, and shall give notice to any persons who in their judgement may be affected by the decision whether or not to add the proposed name to the preliminary list of Algonquin Ancestors.
5. The ANRs shall:
 - (a) review the application and all supporting material submitted with the application;
 - (b) review any research conducted under paragraph 3;
 - (c) consider any submissions made by the Applicant and any other person regarding the application; and,

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

CHAPTER 16 RATIFICATION OF THE FINAL AGREEMENT

16.1 GENERAL

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

16.2 RATIFICATION BY THE ALGONQUINS

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

16.3 RATIFICATION BY ONTARIO

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

16.4 RATIFICATION BY CANADA

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

16.5 RATIFICATION COMMITTEE

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

16.6 FINAL AGREEMENT VOTERS LISTS

- 16.6.1** The Final Agreement shall set out the rules and procedures for the establishment and posting of a Preliminary Voters List and Final Voters List.

16.7 APPEALS

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

16.8 PROCESS FOR ALGONQUIN RATIFICATION VOTE

- 16.8.1** The Final Agreement will set out the process for the conduct of the Algonquin Ratification Vote consistent with this Chapter.
- 16.8.2** The Algonquin Ratification Vote will be by secret Ballot and held on a date or dates to be agreed to by the Parties, and may provide for advance voting by means other than voting at polling stations.

16.9 INFORMATION CAMPAIGN

- 16.9.1** The Ratification Committee will prepare and distribute information respecting the application process for Algonquin Voters and the Algonquin Ratification Vote, including:
- (a) the eligibility criteria for Algonquin Voters;
 - (b) the Algonquin Voter application process;
 - (c) the dates and times for any advance voting;
 - (d) the date or dates of the Algonquin Ratification Vote; and
 - (e) the location of the polling stations.

16.9.2 The Algonquin negotiation team will have a reasonable opportunity to review the proposed Final Agreement with Algonquin Voters prior to the Ratification Vote.

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

16.10 REPORTING

16.10.1 The Ratification Committee, or other body identified in the Final Agreement, will receive and tabulate all Ballots from the Algonquin Ratification Vote and publish the results in locations and by means it considers appropriate, showing:

- (a) the total number of Ballots cast;
- (b) the total number of Ballots approving the Final Agreement;
- (c) the total number of Ballots not approving the Final Agreement;
- (d) the total number of Ballots spoiled or rejected; and
- (e) any other information that may be prescribed by the Final Agreement.

16.10.2 The Ratification Committee will:

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

16.10.3 The Parties are entitled to have access to, and to make copies of, the documentation referred to in 16.10.2(b).

16.10.4 The National Archives of Canada will not destroy or dispose of the documentation referred to in 16.10.2(b), in whole or in part, without prior written notice to the Parties.

16.11 COSTS

16.11.1 The Parties will agree to the reasonable costs to be paid by Ontario and Canada for the Algonquin ratification process for the Final Agreement, including the enrolment of Algonquin Voters.

APPENDICES AND REFERENCE MAPS

APPENDIX 1.1 MAP OF SETTLEMENT AREA

APPENDIX 3.1.1 PRELIMINARY LIST OF ALGONQUIN ANCESTORS (on CD)

NOTE

This Appendix can be found on the compact disc (CD) that accompanies the Agreement-in-Principle.

If you cannot view the contents of the CD on a personal computer, you can access this Appendix on the internet at this website:

tanakiwin.com/aip.htm

If you are unable to view the contents of the CD on a personal computer or access this Appendix on the internet, you may view a hard copy of this Appendix by making an appointment at one of the following locations:

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

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

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

APPENDIX 15.2.3 RATIFICATION PROCESS

PART 1 PURPOSE

- 1.1** The purpose of this Ratification Process Appendix (“this Appendix”) is to describe the ratification voting rules and procedures that will govern the Algonquin ratification of the Agreement-in-Principle.

PART 2 DEFINITIONS

- 2.1** Any term defined in the Agreement-in-Principle has the same meaning in this Appendix, unless otherwise indicated.
- 2.2** In this Appendix:
- “Application Form” means Form 1;
 - “Ballot” means Form 2;
 - “Ballot Question” means the question asked of the Algonquin Voters as it appears in Form 2;
 - “Community” means a community represented by an Algonquin Negotiation Representative;
 - “Community Ratification Officer” means each of the persons described in section 8 of this Appendix;
 - “Declaration of Voter” means Form 5;
 - “Form” means a form attached to this Appendix;
 - “Notice of Vote” means Form 3;
 - “Ratification Vote Manager” means the person to be engaged pursuant to section 7 of this Appendix;
 - “Voters List” means the list of persons entitled to cast a Ballot in the Ratification Vote, containing the names of Algonquin Voters and the additional information required by section 15.5.6 of the Agreement-in-Principle;
 - “Voting Days” means the period of days set by the Ratification Committee for holding all Ratification Votes pursuant to this Appendix, and
“Voting Day” means one of the Voting Days; and
 - “Voting Station” means a location where the Ratification Vote is to take place.

PART 3 INTERPRETATION

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

PART 4 RESOLUTION

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

PART 5 RATIFICATION VOTE MANAGER

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

PART 6 COMMUNITY RATIFICATION OFFICERS

- 6.1** The Ratification Committee shall contract Community Ratification Officers with the qualifications set out by the Ratification Committee to assist the Ratification Vote Manager to conduct the Ratification Process in each Community.

- 6.2** The Ratification Vote Manager will supervise and provide direction to the Community Ratification Officers on the conduct of the Ratification Vote, and may delegate his or her procedural duties to the Community Ratification Officers, including for greater certainty the duties specified in 9.4 and 13.22.
- 6.3** The Ratification Vote Manager will identify the Community Ratification Officer hired, and the Community and the Voting Station for which he or she is responsible, by completing Form 4 and submitting it to the Parties.
- 6.4** Every Community Ratification Officer will attend at least one (1) training session to be conducted by the Ratification Vote Manager.
- 6.5** Each Community Ratification Officer will ensure that orderly voting is maintained at the Voting Station on Voting Day in the Community where they are contracted.
- 6.6** All Community Ratification Officers will be trained and qualified according to the standards set out, in writing, by the Ratification Committee and will execute their duties in accordance with this Appendix.

PART 7 NOTICE OF VOTE

- 7.1** At least sixty (60) days prior to the first Voting Day, the Ratification Vote Manager will:
- (a) post the Notice of Vote in Form 3 and the Voters List in at least one conspicuous place in each Community and in such other locations where a significant number of Algonquin Voters reside, as he or she may determine; and
 - (b) advertise the Notice of Vote and Voters List in websites and in such publications and other media outlets in locations where a significant number of Algonquin Voters reside, as he or she may determine; and
 - (c) mail or deliver the Notice of Vote to all Algonquin Voters for whom an address has been provided.
- 7.2** A Notice of Vote will contain the following information:
- (a) the dates, places and times of the Ratification Vote;
 - (b) the Ballot Question;
 - (c) the locations of the Voting Stations and the Voting Day for each Voting Station;

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

PART 8 CHANGE OF VOTING DAY

- 8.1** The Ratification Vote Manager may delay the Voting Day at a Voting Station in a Community by up to ten (10) days if the weather on the Voting Day prevents safe transportation of Algonquin Voters to that Voting Station, or an unforeseen situation arises, which the Ratification Vote Manager considers a reasonable and significant reason to delay the Voting Day.
- 8.2** When the Ratification Vote Manager delays the Voting Day under section 8.1 of this Appendix, the Ratification Vote Manager will post a notice of the change in Voting Day in public places, on the website of the Algonquins of Ontario, on a Community website, if the Community has a website, and at the Voting Station where it can be read by Algonquin Voters and, if possible, in one or more newspapers at least four (4) days prior to the replacement Voting Day.

PART 9 RATIFICATION VOTE INFORMATION SESSIONS

- 9.1** The Ratification Vote Manager will hold at least one (1) information session in each of the Communities, or in such other locations, with the consent of the Algonquin Negotiation Representative for each of the affected Communities and at such other locations as deemed necessary by the Ratification Vote Manager, not sooner than fifteen (15) days after posting the Notice of Vote, to discuss the Ratification Process and to permit the Algonquin negotiation team to provide information to Algonquin Voters regarding the Agreement-in-Principle.

- 9.2** The Ratification Vote Manager and the Community Ratification Officers from that Community or other Communities in that region will attend the information session in that region to answer enquiries about the Ratification Process.
- 9.3** Representatives of Ontario and Canada may attend the information sessions referred to in section 9.1, and may provide information to Algonquin Voters regarding the Agreement-in-Principle, but shall not attend any portion of the information sessions that are subject to solicitor-client privilege.
- 9.4** The Ratification Vote Manager may hold additional information sessions on the Ratification Process no sooner than fifteen (15) days after posting the Notice of Vote to discuss the Ratification Process.
- 9.5** Nothing in 9.1 or 9.4 precludes the Algonquin negotiation team from holding additional information sessions regarding the Agreement-in-Principle.

PART 10 INFORMATIONAL MATERIALS

- 10.1** As soon as reasonably practicable following the posting of the Notice of Vote, the Ratification Committee will take reasonable steps to provide to each of the Algonquin Voters a copy of each of the following documents on a compact disc (CD):
- (a) the Agreement-in-Principle;
 - (b) the Agreement-in-Principle translated into French;
 - (c) a plain language summary of the Agreement-in-Principle approved by the Parties; and
 - (d) the plain language summary of the Agreement-in-Principle approved by the Parties translated into French.
- 10.2** The Ratification Committee shall also take reasonable steps to provide to each of the Algonquin Voters:
- (a) one or more letters from the Algonquin negotiation team regarding the Agreement-in-Principle, previously sealed by the Algonquin negotiation team in such a manner as to ensure the protection of any confidential or privileged information that may be identified by the Algonquins; and

- (b) upon the request of an Algonquin Voter, the materials listed in 10.1 in hard copy, other than the Descriptive Plans, and shall provide information on the times and locations where hard copies of the Descriptive Plans may be viewed.

10.3 The Ratification Committee will take reasonable steps to inform Algonquin Voters about the Ratification Vote in respect of the Agreement-in-Principle by publishing such advertisements in news publications as it may deem necessary to ensure that potential Algonquin Voters are reasonably informed about the Ratification Vote, the basis of eligibility to be an Algonquin Voter and other matters related to the Ratification Vote. All advertisements shall be prepared in consultation with the Parties.

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

PART 11 RATIFICATION PROCESS

11.1 The Ratification Vote at each Voting Station will take place on the Voting Day for that Voting Station that is referred to in the Notice of Vote unless otherwise changed in accordance with Part 8 of this Appendix.

11.2 The Notice of Vote will be sent out in accordance with Part 7 of this Appendix.

PART 12 MAIL-IN BALLOTS

12.1 All Algonquin Voters will be given the option of voting by mail-in Ballot, regardless of their place of residence.

12.2 At least forty-five (45) days prior to the commencement of the Voting Days, the Ratification Vote Manager will send, by regular mail, a pre-folded Ballot for mail-in, a Declaration of Voter (Form 5), a secrecy envelope, a prepaid return envelope and voting instructions in accordance with section 12.5 of this Appendix to each Algonquin Voter. Each mail-in Ballot shall be colour-coded to identify the Community with whom the Algonquin Voter is affiliated, but shall not otherwise contain any information that would reveal the identity of the Algonquin Voter.

- 12.3** If an Algonquin Voter has not received a mail-in Ballot under section 12.2 or if the original mail-in Ballot is lost or misplaced, the Algonquin Voter may request a mail-in Ballot by informing the Ratification Vote Manager by mail, e-mail, telephone, facsimile, or in person no later than fourteen (14) days prior to the commencement of the Voting Days but in sufficient time to allow the mail-in Ballot to be counted at the conclusion of the Voting Days.
- 12.4** The Ratification Vote Manager will send, by regular mail or, where time is of the essence, by courier, a pre-folded Ballot for mail-in, a Declaration of Voter (Form 5), a secrecy envelope, a prepaid return regular mail or courier envelope and voting instructions in accordance with section 12.5 to each Algonquin Voter who has requested a mail-in Ballot under section 12.3.
- 12.5** To cast a mail-in Ballot, an Algonquin Voter must:
- (a) mark the Ballot by placing a mark in either the box marked “YES” or in the box marked “NO” or in any manner that clearly indicates the voter’s intention;
 - (b) enclose and seal the Ballot inside the secrecy envelope;
 - (c) complete and sign the Declaration of Voter (Form 5) in the presence of a witness;
 - (d) enclose and seal the Declaration of Voter (Form 5) with the secrecy envelope inside the prepaid regular mail envelope or courier envelope; and
 - (e) mail or deliver the sealed prepaid return envelope to the Ratification Vote Manager.
- 12.6** In order to be counted, a mail-in Ballot must be received by the Ratification Vote Manager by the close of voting on the last Voting Day and any mail-in Ballots received by the Ratification Vote Manager after the close of voting on the last Voting Day will be saved and placed with the rejected mail-in Ballots.

PART 13 VOTING PROCEDURES

- 13.1** The Ratification Vote Manager will:
- (a) ensure that Voting Stations are made available for the Ratification Vote in each location identified in the resolution referred to in 4.1;
 - (b) personally supervise each Voting Station with the assistance of at least one (1) Community Ratification Officer;

- (c) ensure there are sufficient Ballots at each Voting Station;
- (d) obtain a sufficient number of ballot boxes;
- (e) provide for voting booths at each Voting Station so an Algonquin Voter can mark the Ballot free of observation;
- (f) provide a sufficient number of lead pencils, without erasers, for marking the Ballot; and
- (g) ensure that larger than normal samples of the Ballot are posted or available for examination by Algonquin Voters at each Voting Station.

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

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

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

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

13.5 All voting will be conducted by secret Ballot only.

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

13.7 When a person presents himself or herself at a Voting Station, the Ratification Vote Manager or a Community Ratification Officer will:

- (a) ensure that the person's name is on the Voters List;

- (b) verify the identity of the person through government-issued photo identification or other reliable identification, provided that the Ratification Vote Manager or Community Ratification Officer shall record in writing the nature of any identification that is not government-issued photo identification;
- (c) check the Voters List to ensure that the person has not already voted;
- (d) provide the Algonquin Voter with an unmarked Ballot on the back of which are affixed the Ratification Vote Manager's or Community Ratification Officer's initials so that the initials can be seen when the Ballot is folded; and
- (e) put a line through the name of the Algonquin Voter on the Voters List.

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

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

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

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

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

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

- (a) proceed immediately to a designated voting booth;

- (b) mark the Ballot by placing a mark either in the box marked “YES” or in the box marked “NO” or in any manner that clearly indicates the voter’s intention;
- (c) fold the Ballot to conceal the mark and to expose the initials of the Ratification Vote Manager or a Community Ratification Officer;
- (d) immediately give the folded Ballot to the Ratification Vote Manager or Community Ratification Officer who shall immediately place the Ballot in the ballot box; and
- (e) if the Ballot is not returned, the Community Ratification Officer will note that the Ballot was not returned on the Voters List opposite the name of the Algonquin Voter who did not return his or her Ballot.

Orderly Voting

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

13.14 No person will:

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

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

Verification and Rejection of Mail-in Ballots

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

- 13.17** Following the last Voting Day, the Ratification Vote Manager will, in the presence of two (2) witnesses, verify each Declaration of Voter (Form 5) to ensure that the sender is an Algonquin Voter and has not already voted.
- 13.18** If the person named on the mail-in Ballot is an Algonquin Voter and has not already voted, the Ratification Vote Manager will:
- (a) open the secrecy envelope, and without looking at the recorded vote on the Ballot;
 - (b) if the Ballot is authentic, place a line through the name of the Algonquin Voter on the Voters List to indicate that the Ballot was received by mail; and
 - (c) without opening or showing it, immediately deposit the Ballot into a ballot box used at a Voting Station.
- 13.19** The Ratification Vote Manager will reject a mail-in Ballot if:
- (a) the person named on the mail-in Ballot Declaration of Voter (Form 5) is not an Algonquin Voter;
 - (b) the person named on the mail-in Ballot Declaration of Voter (Form 5) has already been given a Ballot and his or her name has been crossed off the Voters List pursuant to section 13.12;
 - (c) the information recorded on the Declaration of Voter (Form 5) does not allow the Ratification Vote Manager to identify the Algonquin Voter;
 - (d) the Declaration of Voter (Form 5) does not include the signature of a witness; or
 - (e) the Ballot is not authentic.
- 13.20** Where the Ratification Vote Manager rejects a mail-in Ballot under section 13.19, the Ratification Vote Manager will:
- (a) record the date and time the mail-in Ballot was rejected on the Voters List or in the case of ineligible Voters a separate list; and
 - (b) keep the rejected Ballot in its secrecy envelope and the Declaration of Voter (Form 5) with the other rejected Ballots.

Security and Verification of Ballots

- 13.21** At the close of voting on each Voting Day, the Ratification Vote Manager will secure the ballot box with a seal that prevents the insertion of any further Ballots into that ballot box, sign the seal and have a witness sign the seal immediately thereafter.
- 13.22** The Ratification Vote Manager will ensure the security of the Ballots cast at the close of voting on each Voting Day by immediately placing the ballot box under lock and key to which no other person has access until the close of voting on the last Voting Day.

Counting of Results

- 13.23** Prior to opening the ballot boxes following the last Voting Day, the Ratification Vote Manager will ensure that the seal referred to in section 13.21 is both intact and contain the signatures of Ratification Vote Manager, any Community Ratification Officers present at the Voting Station and of the witness.
- 13.24** Following the last Voting Day, the Ratification Vote Manager, in the presence of one or more Community Ratification Officers, any scrutineer appointed by the Algonquins, a Community, the Government of Canada or the Government of Ontario and two (2) witnesses and excluding any other members of the public, will:
- (a) open all ballot boxes;
 - (b) examine all Ballots;
 - (c) reject any Ballot according to sections 13.19 and 13.28; and
 - (d) count the number of Ballots marked "YES", the number marked "NO", the number of rejected Ballots, including the rejected mail-in Ballots and the spoiled Ballots.
- 13.25** A spoiled Ballot is a Ballot that has been handled by an Algonquin Voter in such a manner that it is ruined and cannot be used, or one that is found by the Ratification Vote Manager to be soiled or improperly printed in such a manner that the intention of the Algonquin Voter cannot be determined. The spoiled Ballot is not placed in the ballot box, but rather is marked as spoiled by the Ratification Vote Manager and set aside.

- 13.26** A cast Ballot is a valid Ballot that has been marked by the Algonquin Voter to indicate that voter's intention regarding the Ballot Question.
- 13.27** An unused Ballot is a Ballot that has not been handled by an Algonquin Voter and remains with the Ratification Vote Manager at the close of the Voting Station. All unused Ballots must be counted and placed in an envelope and sealed.
- 13.28** A cast Ballot will be rejected if it:
- (a) was not marked as either "YES" or "NO" and there is no indication of the Algonquin Voter's intended vote;
 - (b) was marked as both "YES" and "NO";
 - (c) has any writing or mark which can identify the Algonquin Voter;
 - (d) was torn and any printed words on the Ballot are missing in such a manner that the intention of the Algonquin Voter cannot be determined;
 - (e) is a mail-in Ballot received after the close of voting on the last Voting Day.

PART 14 CERTIFICATION OF RESULTS

- 14.1** When the mail-in Ballots have been counted, the Ratification Vote Manager will execute the Declaration Regarding Mail-in Ballots (Form 8) and provide it to the Ratification Committee.
- 14.2** When the results of the Ratification Vote have been determined, the Ratification Vote Manager will execute the Certification by Ratification Vote Manager (Form 9) and provide it to the Ratification Committee. The Ratification Committee will immediately inform the negotiators for the Algonquins of Ontario, the Government of Ontario and the Government of Canada of the result of the Ratification Vote.
- 14.3** The Ratification Vote Manager will post the tabulated results, including the number of votes cast, the number of "YES" votes, the number of "NO" votes for each Community, and may publish the tabulated results in the location where the Voters List was posted, and such other locations as he or she, or the Ratification Committee, may determine.
- 14.4** Any tabulated results posted by the Ratification Vote Manager will contain a notice on whether the ratification threshold was achieved and notice that final results on the Ratification Vote of all Algonquins of Ontario will determine whether the Agreement-in-Principle was approved.

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

PART 15 PROCEDURAL DISCRETION

- 15.1** In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Vote Manager or the Community Ratification Officers may, if necessary, use discretion, exercised reasonably, as deemed necessary to fulfill the requirements of this Appendix.
- 15.2** The Ratification Vote Manager or Community Ratification Officers, as appropriate, will immediately state in writing the nature and basis of any such exercise of discretion and immediately make a copy of the statement available to the Ratification Committee.

Form 1: Application Form

[on following pages]

FORM 1:
APPLICATION
FORM

Application to be enrolled as an Algonquin Voter for the Ratification of the Algonquins of Ontario Agreement-in-Principle



FOR INTERNAL USE ONLY -
NOT TO BE COMPLETED
BY APPLICANT

Access ID Number:

THE DEADLINE FOR SUBMITTING AN APPLICATION FOR ENROLMENT IS APRIL 30, 2012.

If your application is not received by that date you will not be eligible to vote on the Algonquin Agreement-in-Principle.

NAME OF APPLICANT:

_____ Last Name	_____ First Name	_____ Middle Name/Initial	_____ Maiden Name
_____ Also Known As		_____ Date of Birth (Year/Month/Day)	

ADDRESS:

_____ Street/Road # (and/or P.O. Box)		_____ Apartment #
_____ City/Town	_____ Province/Country	_____ Postal Code
_____ Telephone	_____ Email Address	

I DECLARE THAT to the best of my knowledge that the information contained in this Application Form is accurate.

I AUTHORISE the Enrolment Officer, the Ratification Committee and the Review Committee to use this information and to make any inquiries and undertake any investigation they deem necessary to process this Application, including reviewing information in any existing Algonquin enrolment file.

I AUTHORISE the posting of my name, the fact that I am a member of Pikwākanagān First Nation (if applicable), the Algonquin Collective to which I have claimed a Cultural and Social Connection and the Algonquin Ancestor from whom I have demonstrated Direct Lineal Descent in such public places as are required under the Ratification Process for the Algonquin Agreement-in-Principle.

DECLARED AT:

_____ in _____ this _____ day of _____, 20 ____
Name of City Province

Witness Signature

Applicant's Signature

Name of Witness (please print)

Address of Witness

Telephone # of Witness

Email Address of Witness

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

I _____, declare that:
Name

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

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

- | | | | |
|-------------------------------------|--|--|---|
| <input type="checkbox"/> Antoine | <input type="checkbox"/> Greater Golden Lake | <input type="checkbox"/> Pikwàkanagàn | <input type="checkbox"/> Whitney and Area |
| <input type="checkbox"/> Bancroft | <input type="checkbox"/> Mattawa/North Bay | <input type="checkbox"/> Snimikobi | |
| <input type="checkbox"/> Bonnechere | <input type="checkbox"/> Ottawa | <input type="checkbox"/> Shabot Obaadjiwan | |
- ☐ Other (identify Algonquin Collective) : _____.

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

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

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

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

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

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

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

CERTIFICATION BY ENROLMENT OFFICER:

For Internal Use Only—Not to be completed by Applicants

I have reviewed the genealogical information provided by the Applicant:

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

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

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

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

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

Signature of Enrolment Officer

CERTIFICATION BY REGISTRAR, ALGONQUINS OF PIKWĀKANAGĀN FIRST NATION

For Internal Use Only—Not to be completed by Applicants

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

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

Signature of Registrar,
Algonquins of Pikwākanagān First Nation

Form 2: Ballot

Formulaire 2 : Bulletin de vote

Ballot Question

Question du bulletin de vote

AS AN ALGONQUIN VOTER DO YOU:

Agree to and approve the proposed Agreement-in-Principle between the Algonquins of Ontario and the Governments of Ontario and Canada; and

Authorize and direct the Algonquin negotiation team to act on behalf of the Algonquins of Ontario to negotiate the terms of a Final Agreement based on that Agreement-in-Principle?

EN TANT QU'ÉLECTEUR ALGONQUIN :

Acceptez-vous et approuvez-vous l'entente de principe proposée entre les Algonquins de l'Ontario et les gouvernements de l'Ontario et du Canada; et

Autorisez-vous et ordonnez-vous à l'équipe algonquaine de négociation d'agir au nom des Algonquins de l'Ontario pour négocier les modalités d'un accord définitif fondé sur cette entente de principe?

YES/OUI

☐

NO/NON

☐

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

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

Marquer ce bulletin de vote en apposant une marque (il doit s'agir d'un « X » ou d'une autre marque) dans une des cases ci-dessus.

N'apposez aucune autre marque permettant de vous identifier sur ce bulletin de vote.

Form 3: Notice of Vote

Notice to all Algonquin Voters

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

The Ballot Question is:

Ballot Question Question du bulletin de vote

AS AN ALGONQUIN VOTER DO YOU:

Agree to and approve the proposed Agreement-in-Principle between the Algonquins of Ontario and the Governments of Ontario and Canada; and

Authorize and direct the Algonquin negotiation team to act on behalf of the Algonquins of Ontario to negotiate the terms of a Final Agreement based on that Agreement-in-Principle?

EN TANT QU'ÉLECTEUR ALGONQUIN:

Acceptez-vous et approuvez-vous l'entente de principe proposée entre les Algonquins de l'Ontario et les gouvernements de l'Ontario et du Canada; et

Autorisez-vous et ordonnez-vous à l'équipe algonquine de négociation d'agir au nom des Algonquins de l'Ontario pour négocier les modalités d'un accord définitif fondé sur cette entente de principe?

All persons on the Final Voters List of Algonquin Voters under Chapter 15 of the Agreement-in-Principle are eligible to vote. You will be required to produce government-issued photo identification in order to vote in person. If you do not have government-issued photo identification, please bring the best alternative identification that you have in order to satisfy the Ratification Vote Manager as to your identity.

Contact the Ratification Vote Manager or your Community Ratification Officer at the addresses below if your name is not on the Algonquin Voters List and you believe there has been an accidental omission.

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

- (list locations, dates and times of all Voting Stations by Community)
- (list locations, dates and times of all Voting Stations outside Communities)

You are also able to vote by mail-in Ballot. If you did not receive a mail-in Ballot and you intend to vote by mail-in Ballot, request a mail-in Ballot by mail, fax, phone, or in person from the Ratification Vote Manager at the address below.

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

If you are a registered Algonquin Voter, an information package will be provided to you by mail, including each of the following documents on a compact disc (CD):

- (a) The proposed Agreement-in-Principle as negotiated in English;
- (b) the proposed Agreement-in-Principle translated into French;
- (c) the plain language Executive Summary of the proposed Agreement-in-Principle; and
- (d) the plain language Executive Summary of the proposed Agreement-in-Principle translated into French.

You will also receive one or more letters from the Algonquin negotiation team regarding the Agreement-in-Principle, sealed in such a manner as to ensure the protection of any confidential or privileged information that may be identified by the Algonquins.

Information materials relating to the Agreement-in-Principle (except the confidential and privileged letters) are available at tanakiwin.com/aip.htm.

The Descriptive Plans that form part of the Agreement-in-Principle can be viewed on the compact disc (CD), on the internet or in person by making an appointment with one of the following locations:

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

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

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

If you did not receive a copy of the Agreement-in-Principle or are unable to view it electronically (either on the provided compact disc (CD) or on the internet), you may obtain one by contacting the Ratification Vote Manager at the address below.

This notice is given (day) of (month), (year) by:

Mr. Vaughn Johnston,
Ratification Vote Manager

(Address)

(Phone Number)

(Fax Number)

(E-mail Address)

Form 4: Appointment of Community Ratification Officer

Appointment of the Community Ratification Officer

To be submitted to the Parties (pursuant to section 6.3)

I hereby identify _____ as the Community Ratification Officer for the Community of _____ for purposes of the Ratification Vote on the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada pursuant to section 6.3 of Appendix 15.2.3 to that Agreement-in-Principle.

Signature of (member of
Ratification Committee)

Signature of (member of
Ratification Committee)

Signature of (member of
Ratification Committee)

Signature of (member of
Ratification Committee)

Signature of (member of
Ratification Committee)

Date

To be completed by the Community Ratification Officer:

I, _____, agree to carry out with diligence and honesty my duties as Community Ratification Officer for the Community of _____ in accordance with Appendix 15.2.3 to the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada. All of the personal information I collect or discover during the course of my duties will be used only for the purposes of fulfilling my duties and will otherwise be kept in the strictest confidence.

Signature of Community Ratification Officer

Date

Form 5: Mail-in Ballot: Declaration of Voter

This Declaration of Voter must be signed by you and a witness who is at least eighteen (18) years old, and either mailed or delivered to the Ratification Vote Manager with your completed Ballot, or your vote will not be counted.

In the matter of the ratification of the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada,

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

- a) I am an Algonquin Voter within the meaning of Chapter 15 of the Algonquin Agreement-in-Principle;
- b) my date of birth is _____;
- c) my current mailing address is: _____;
- d) I was at least eighteen (18) years of age on February 1, 2013;
- e) I do not know of any reason why I would be disqualified from voting in this Ratification Vote;
- f) the Ballot contained in this secrecy envelope contained no voting marks of any kind when I received it; and,
- g) I marked the Ballot, enclosed it in this secrecy envelope, and sealed this envelope, or asked someone I trust to help me complete these tasks in accordance with my wishes.

I make this solemn declaration conscientiously believing it to be true.

Signature of Voter

Date

To be completed by witness:

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

Name of Witness

Signature of Witness

Address of Witness

Telephone Number

Form 6: Witness Declaration at the Opening of a Poll

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

Name of Witness

Signature of Witness

Address of Witness

Telephone Number

Signature of Ratification Vote
Manager

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

I, _____, Ratification Vote Manager for the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada, declare the following:

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

Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.
Date: _____, 20__	Location _____.

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

I, or a Community Ratification Officer, remained at each Voting Station during all hours that the polls were open.

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

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

I carried out my duties in accordance with the terms of my employment, and in accordance with the terms of Appendix 15.2.3 to the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada.

Signature: _____

Ratification Vote Manager

Date: _____

Witness: _____

Name of Witness: _____

Address of Witness

Telephone Number

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

I, _____, Ratification Vote Manager for the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada, declare the following:

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

A total of _____ mail-in Ballots were received before the close of voting on the last Voting Day.

They were opened at ____ on _____, 20__.

I accepted _____ Ballots and rejected _____ Ballots.

I carried out my duties in accordance with the terms of my employment, and in accordance with the terms of Appendix 15.2.3 to the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada.

Signature: _____
Ratification Vote Manager

Date: _____

Witness: _____

Name of Witness: _____

Address of Witness

Telephone Number

Form 9: Certification by Ratification Vote Manager

I, _____, Ratification Vote Manager for the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada, declare the following:

The Ratification Vote was held between _____, 201_ and _____, 201_.

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

Community	Yes	No	Spoiled	Rejected
GRAND TOTALS				

I carried out my duties in accordance with the terms of my employment, and in accordance with the terms of Appendix 15.2.3 to the Agreement-in-Principle among the Algonquins of Ontario and the Governments of Ontario and Canada.

Ratification Vote Manager

Date

Witness Signature

Print Witness Name
and telephone number

**REFERENCE MAPS AND APPENDICES FOR PROPOSED SETTLEMENT LANDS
AND ALGONQUIN INTERESTS IN CROWN LANDS**






How to Use Reference Maps and Appendices of Descriptive Plans

The maps included as part of the proposed Agreement-in-Principle provide information on the following two categories of Provincial Crown lands that are referred to in the proposed Agreement-in-Principle:

- (a) Proposed Settlement Lands which are lands to be transferred to Algonquin ownership.
- (b) Crown Lands that will continue to be administered and controlled by Ontario, and in which Algonquin interests will be recognized.

Two types of maps are used to illustrate the two categories of Provincial Crown lands (as noted above) that are referred to in the proposed Agreement-in-Principle:

- (a) Reference Maps, which show either:
 - i proposed Settlement Lands identified in red, or
 - ii Algonquin interests in Crown lands as identified by the following markings:

	Crown Lands for Recommended Provincial Park/Park Addition
	Crown Land Easement
	Crown Lands for Area of Algonquin Interest – Crown Land Management Agreement
	Crown Lands with Right of First Refusal
	Crown Lands with Restrictions on Protected Area Boundary Change

- (b) Descriptive Plans, which provide detail for individual parcels of proposed Settlement Lands or Algonquin interests in Crown land. The Descriptive Plans describe the acreage and boundaries of, and known legal interests in, individual parcels of land.

Reference Maps at the County or District level contain parcel numbers which correspond to the Descriptive Plans of individual parcels. You may access these Descriptive Plans in the following ways:

- (a) On the compact disc (CD) which has been made available by the three negotiating parties and which also accompanies the printed copies of the proposed Agreement-in-Principle

- (b) On the internet at this website tanakiwin.com/aip.htm
- (c) By making an appointment to view printed copies of the Descriptive Plans at one of the following locations:

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

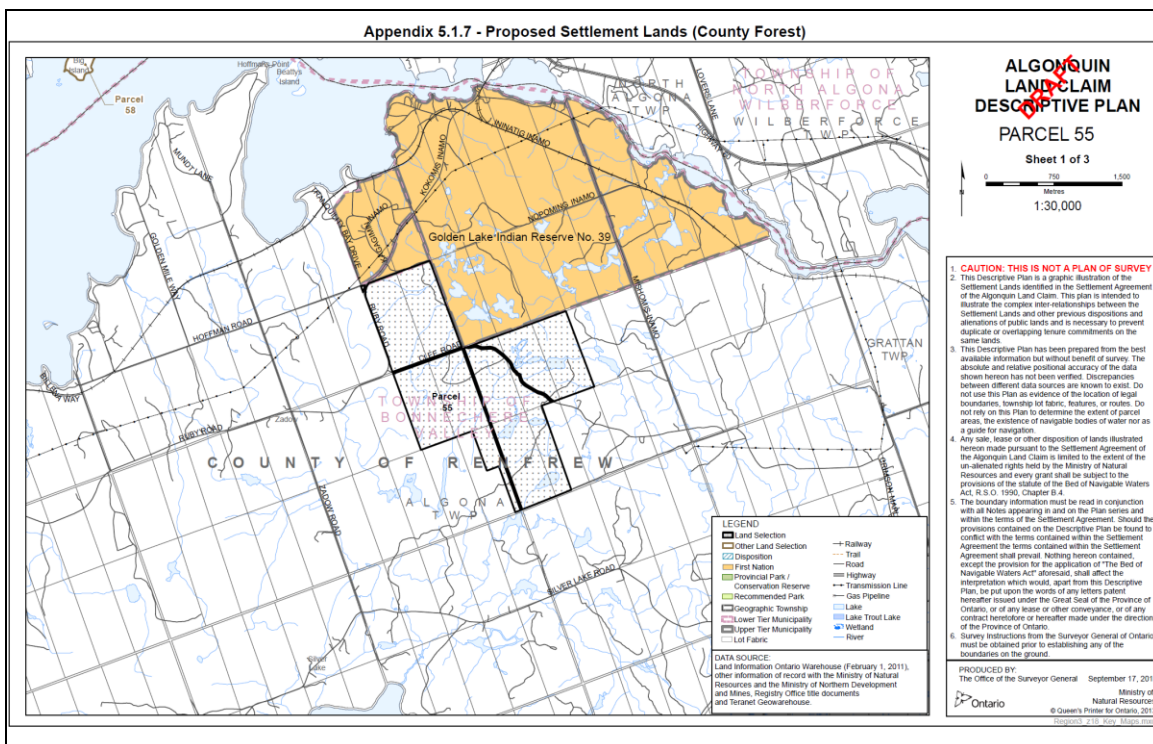
Ontario: E-mail alcinfo@ontario.ca; Phone 613-732-8081 or 1-855-690-7070 (toll free)

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

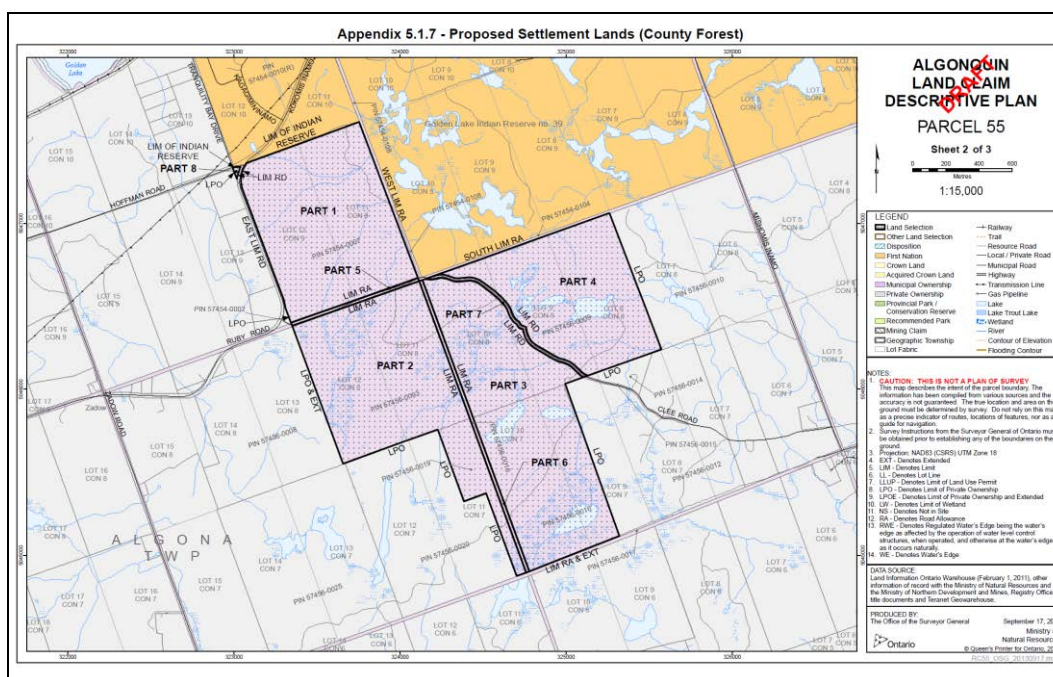
Additional information about the Descriptive Plans is outlined below. Please note that the following images are for illustration purposes only and do not reflect the actual size of the maps and charts within the Descriptive Plans.

Descriptive Plans are several pages long.

The first sheet shows the whole parcel and the municipality, County or District in which it is located. An example is found below.



The next sheet(s) illustrate(s) “parts”, which are features such as roads, easements, road allowances and water bodies within each parcel. Each part is numbered. For larger parcels, this may require several sheets. An example is found below.



A “part schedule” describes what each part is, whether it is included or excluded from the parcel, as well as the total area of the parcel. An example is found below.

Appendix 5.1.7 - Proposed Settlement Lands (County Forest)

PART SCHEDULE						
Part #	Description	Area (ha)	Area Included (ha)	Area Not Included (ha)	Action	Comments
PART 1		79.8	79.8			
PART 2	Municipally Owned	84.2	84.2			
PART 3	(County of Renfrew)	96.1	96.1		Ontario will seek County of Renfrew's approval to transfer lands	
PART 4		64.7	64.7			
PART 5	Road Allowance & Road	1.6		1.6	Excluded	
PART 6	Road Allowance	3.8		3.8	Excluded	
PART 7	Road	2.4		2.4	Excluded	This public road provides access to adjacent private parcels and is heavily used by public
PART 8	Municipally Owned (County of Renfrew)	0.2	0.2		Ontario will seek County of Renfrew's approval to transfer lands	
Total Area (ha)		332.8	325.0	7.8		
Total Area (ac)		822.4	803.1	19.3		

**ALGONQUIN
LAND CLAIM
DESCRIPTIVE PLAN**

PARCEL 55

SHEET 3 of 3

A “stakeholder activities” table identifies known legal interests in the parcel that may not be captured in the Part Schedule. An example is found below.

Appendix 5.1.7 - Proposed Settlement Lands (County Forest)				
Stakeholder Activities in Parcel 55				
Activity	Description	Status	Size of Area (ac)	Percent of Area Affected (%)
Bait Harvest Area	PE0162	Inactive	822.0	4.6
Bear Management Area	PE-58-004	Inactive	822.0	1.2
Certificate of Approval	None known			
Conservation Authority	None			
Extractable Aggregate	None			
Forest Management Unit	780 - Ottawa Valley Forest			
Land Use Permit	None			
Lease	None			
Licence of Occupation	None			
Mining Claim	None			
Mining Lease	None			
Research Plot	None			
Resident Trapper	None			
Seed Area	None			
Trail	None			
Trail	OFSC Snowmobile Trails			
Trapline Area	None			
Wind Power Application	None			

The information included in this table is based on the best information as of August 1, 2013. Information may be subject to change.

PROPOSED SETTLEMENT LANDS

REFERENCE MAP A Proposed Settlement Lands

REFERENCE MAP B Proposed Settlement Lands in County of Frontenac

REFERENCE MAP C Proposed Settlement Lands in County of Hastings

REFERENCE MAP D Proposed Settlement Lands in County of Lanark

**REFERENCE MAP E Proposed Settlement Lands in County of Lennox &
Addington**

REFERENCE MAP F Proposed Settlement Lands in County of Renfrew

REFERENCE MAP G Proposed Settlement Lands in District of Nipissing

REFERENCE MAP H Proposed Settlement Lands in City of Ottawa

APPENDIX 5.1.1 DESCRIPTIVE PLANS OF SETTLEMENT LANDS (on CD)

NOTE

This Appendix can be found on the compact disc (CD) that accompanies the Agreement-in-Principle.

If you cannot view the contents of the CD on a personal computer, you can access this Appendix on the internet at this website:

tanakiwin.com/aip.htm

If you are unable to view the contents of the CD on a personal computer or access this Appendix on the internet, you may view a hard copy of this Appendix by making an appointment at one of the following locations:

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

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

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

APPENDIX 5.1.7 DESCRIPTIVE PLANS OF COUNTY FORESTS (on CD)

NOTE

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APPENDIX 5.1.8 DESCRIPTIVE PLAN CAMP ISLAND (on CD)

NOTE

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ALGONQUIN INTERESTS IN CROWN LANDS

REFERENCE MAP I Algonquin Interests in Provincial Crown Lands in County of Frontenac, including Area of Algonquin Interest, Right of First Refusal, Recommended Provincial Park/Provincial Park Addition, Easement and De-Regulation and Disposition of Particular Protected Areas

REFERENCE MAP J Algonquin Interests in Provincial Crown Lands in County of Hastings, including Area of Algonquin Interest, Right of First Refusal, Recommended Provincial Park/Provincial Park Addition, Easement and De-Regulation and Disposition of Particular Protected Areas

**REFERENCE MAP K Algonquin Interests in Provincial Crown Lands in County of
Lanark, including Area of Algonquin Interest**

**REFERENCE MAP L Algonquin Interests in Provincial Crown Lands in County of
Renfrew, including Right of First Refusal, Easement and De-Regulation and
Disposition of Particular Protected Areas**

**REFERENCE MAP M Algonquin Interests in Provincial Crown Lands in District of
Nipissing, including Easement**

**DESCRIPTIVE PLANS EASEMENTS ACROSS CROWN LAND REFERRED TO IN
SECTION 5.3.1 (on CD)**

NOTE

These Descriptive Plans can be found on the compact disc (CD) that accompanies the Agreement-in-Principle.

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APPENDIX 5.3.2A DESCRIPTIVE PLAN RIGHT OF FIRST REFUSAL FOR WHITE LAKE FACILITY AND LANDS (on CD)

NOTE

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**APPENDIX 5.3.2C DESCRIPTIVE PLAN RIGHT OF FIRST REFUSAL FOR PORTION
OF CARSON LAKE PROVINCIAL PARK (on CD)**

NOTE

This Appendix can be found on the compact disc (CD) that accompanies the Agreement-in-Principle.

If you cannot view the contents of the CD on a personal computer, you can access this Appendix on the internet at this website:

tanakiwin.com/aip.htm

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

APPENDIX 5.3.3 DESCRIPTIVE PLANS AREAS OF ALGONQUIN INTEREST (on CD)

NOTE

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

**APPENDIX 9.1.30 RECOMMENDED ADDITION TO LAKE ST PETER PROVINCIAL
PARK AND RECOMMENDED PROVINCIAL PARK (NATURAL ENVIRONMENT
CLASS) IN THE AREA OF THE CROTCH LAKE CONSERVATION RESERVE
(on CD)**

NOTE

This Appendix can be found on the compact disc (CD) that accompanies the Agreement-in-Principle.

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

IN WITNESS WHEREOF the Parties hereby execute this Agreement-in-Principle
_____ DATE _____, YEAR, at _____, Ontario

SIGNED on behalf of the Algonquins of Ontario

Algonquin Negotiation Representative,
Antoine

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Bancroft

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Bonnechere

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Greater Golden Lake

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Mattawa/North Bay

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Ottawa

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Pikwakanagan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Shabot Obaadjiwan

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Snimikobi

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

Algonquin Negotiation Representative,
Whitney and Area

Witness:
Principal Negotiator and Senior Legal Counsel
for the Algonquins of Ontario

**SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO
as represented by the
Minister of Aboriginal Affairs**

Witness:
Chief Negotiator for Ontario

**SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF CANADA as
represented by the Minister of Indian Affairs
and Northern Development**

Witness:
Chief Federal Negotiator for Canada