

**Ottawa Algonquin Community**

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Dear Fellow Algonquins,

I hope that you are well and that your families and friends are also.

If your summer is anything like mine, there are weddings, stag & does, reunions and any number of things filling up your weekends. Summer was historically a time for Algonquins to gather and share a year's worth of events, to make old and new connections and to celebrate the many things that make us families, communities and a Nation.

In that grand tradition you can add this to the calendar:

The Second Annual Nation Gathering, hosted by the Mattawa/North Bay and Antoine Algonquin Communities in Mattawa, at Mattawa Park, on July 10, 2010. For further details contact Chief Clifford Bastien at 705 744-3360 or visit [www.mattawanorthbayalgonquinfirstnation.com](http://www.mattawanorthbayalgonquinfirstnation.com).

Last year's Nation Gathering was a great start at reviving a traditional custom and Mattawa's Algonquins are excited to host us.

**Work Schedule**

All of the Draft Chapters of the **Agreement in Principal** have been submitted by one side of the Negotiations or the other. The opposite numbers are preparing responses for the next drafts. This is where the negotiating begins! The anticipated timeline for completing the AIP is December, an ambitious objective.

We continue to **consult** with the various boards, ministries and municipalities so that we are building good working relationships and gaining much knowledge about the systems at work and the new changes coming with legislation such as the New Mining Act and the new Forest Tenure system. This consultation informs our negotiating. We discover what is possible and how best to position ourselves to be an integral part of the workings of Eastern Ontario.

One vital concern is that the **Algonquin presence** in this valley be very evident. In the Ottawa area alone the AOO has participated at planning meetings for the 100<sup>th</sup> Anniversary Naval Monument (NCC), Lansdowne Park Redevelopment (City of Ottawa), the Rideau Canal Corridor Landscape Strategy sessions (Parks Canada), to name a few. The more that we have participated in the work of these agencies the more we have been included. It is our aim that every endeavour has Algonquin input as a matter of course. We intend that the input will be meaningful. Signage, storyboards and street art will eventually tell our story and add a noticeable Algonquin flavour to Ottawa.

Recently we have drafted a **Comprehensive Native Values Workplan** to be carried out throughout the whole Algonquin Traditional Territory. Many of our communities have already done native values studies, but some have not and there is no central collection of this critical knowledge. The workplan is an initiative to identify the sites within the Algonquin Territory that are of spiritual, cultural, social or historical significance to Algonquins. These are areas such as trails, camping spots, gathering places, medicine plant patches, burial grounds and any number of other important places. The aim is to know and protect our Land.

We have recently met with **Grandfather William Commanda** to discuss ways in which the AOO might advance his wonderful vision for Victoria Island and Chaudiere Falls. The realization of his Circle of All Nations initiative would be a stunning accomplishment for him and all Algonquins. We can be grateful that at age 97 Elder Commanda is still committed to his dream of reclaiming this sacred site for Algonquins! You can learn more about the project at <http://web.mac.com/circleofallnations>.

Our plans to work on the **CFB Rockcliffe Development** with the Canada Lands Corporation are nearly complete. There is a Q&A attachment to this letter for your reference.

Believe it or not, one of the hardest things to agree on is, who is an Algonquin? So far you have been an elector for the purpose of electing a negotiating team. By next June 2011, when we hope to hold the **Ratification Vote**, you will be re-enrolled as a voter for the AIP. **Any** un-enrolled Algonquin is able to be part of the process provided they meet the enrolment criteria. (See March 15, 2010 Letter). When issues of adoption – in, out or custom, belonging to a community, practicing Algonquin culture, etc., etc are added to the requirement to be of Algonquin descent, it gets fairly complicated. We are close to completing the re-enrolment criteria. As it is said, the devil is in the details!

The Nation Building Working Group is working on a new draft of the **Constitution**. Thank you to those who sent questions and comments. It is not too late to do so. Recently there was a question regarding the time line of **seven generations**. While some might interpret that reference to mean that our rights might end after seven generations, the true intention is that each generation carries the responsibility to consider their rights and obligations for the next seven generations. By considering the future in this way can we ensure, as Algonquins, that our rights will always be honoured and that our citizens will always benefit from them.

### **Public Meeting Dates**

The Negotiation Table meets monthly, as you know, in the ten different communities involved in the Claim. At that time our Principal Negotiator, Bob Potts, provides an overview of the negotiations as far as he is able, in confidence, to do so. Our last several have been well attended and the questions and opinions collected have been very useful in working on the next draft of the Constitution and in clarifying our thinking. As well, attendees are able to get a better understanding of the work than reading letters and websites. These are

**Participation Agreement - Rockcliffe Lands**  
**April 26, 2010**

**Q1. Who are the parties to this agreement?**

A1. There are three parties to this agreement:

Canada Lands Company CLC Limited ("CLC") - this is a federal corporation that undertakes the controlled disposal of federal properties it acquires.

The Algonquins of Ontario ("AOO") - represented by the Algonquin Negotiation Representatives.

Algonquins of Ontario Opportunities Trust ("AO Trust") - established to engage in business ventures and hold assets for the benefit of the Algonquin of Ontario.

**Q2. What is the background for this agreement.**

A2. The treaty negotiations underway between the AOO, Canada and Ontario includes the Rockcliffe Lands. The Rockcliffe lands are situated in Ottawa and are comprised of a former military base. Canada would like to dispose of the Rockcliffe Lands to CLC prior to the settlement of the treaty in order to facilitate the redevelopment of these lands. The AOO has taken the position that consultation and accommodation must be carried out before transfer of the Rockcliffe lands is carried out. Canada did engage in a consultation process and has expressed a willingness to involve the AOO in the redevelopment of the Rockcliffe Lands as an element of the ongoing treaty negotiations.

**Q3. Are the Algonquin parties receiving any benefit from Canada as a result of the early disposal of the Rockcliffe Lands and what commitments are the AOO making to Canada**

A3. A separate memorandum of agreement ("Canada MOU") has been negotiated between Canada and the AOO. In this agreement Canada has committed to advance up to \$10,000,000 out of the treaty settlement ("Advance Treaty Payment") to assist the AOO to participate in the development of the Rockcliffe Lands or other development activities. These funds will be advanced on an accelerated basis upon a treaty being signed.

In the Canada MOU, the AOO agree that they shall not take any legal or other action to impede or oppose the transfer of the Rockcliffe site from Canada to CLC or subsequent transfers or uses of the property by either CLC or persons who obtain an interest from CLC.

**Q4. What are CLC's intentions with the Rockcliffe Lands?**

A4. CLC advised it intends to redevelop the Rockcliffe Lands as a mixed use development to include residential, commercial and industrial units. CLC will manage this development throughout its various phases including receiving municipal approvals, installing the various services for the land (i.e. road construction and landscaping) and selling these serviced lots to third parties, such as builders, developers and investors.

**Q5. What rights will Algonquin Parties receive from CLC with respect to its participation in the redevelopment?**

A5. The Algonquin Parties will have various rights of participation including:

- (a) the right to consult with CLC regarding the types of property which will be available for purchase and thereby enable the AOO to express any interest in acquiring those properties before they are marketed or made available to third parties;
- (b) a first right to purchase up to \$10,000,000 (at fair market value) of any lot(s) or block(s) forming part of the phases of development of the Rockcliffe Lands;
- (c) the ability to make those purchases at an agreed fair market value or based on a fair market valuation by an appraiser; and
- (d) advantageous financial terms with respect to those purchases whereby CLC will receive only 80% of the acquisition cost of land to be payable on closing. The remaining 20% will be satisfied by a non-secured promissory note which will only be payable if the Advance Treaty Payment from Canada is advanced. If this does not occur within 10 years of closing, then the promissory notes will not be payable.

**Q6. Are there any other additional benefits in which the Algonquin parties will receive?**

A6. The CLC and the Algonquin parties will consult with each other throughout the redevelopment process. The AOO and CLC will establish a joint working group that will assist in the implementation and operation of this agreement. One of the responsibilities of this group will be to determine various ways in which the Algonquin presence can be reflected in the Rockcliffe Lands through the installation of commemorative elements, the design of park space and the naming of certain streets. The CLC has also made note that a commemorative opportunity in parkland overlooking the Ottawa River is of significance to the Algonquin parties.

The CLC and the Algonquin parties will also work to provide possible student employment opportunities and valuable work experience to First Nation candidates in real estate related fields of study. Qualified First Nation companies will also be acknowledged and informed of any opportunities with respect to consulting services, the servicing of the land (i.e. landscaping) and construction matters.

**Q7. What will the Algonquin parties need to provide in exchange for the benefits and rights provided above?**

A7. While this agreement is in effect the AOO, will not claim aboriginal rights or aboriginal title in and to the Rockcliffe Lands. They will also not support any assertions that the Algonquin people in Ontario retain the right to assert these rights nor will they support any attempt to impede the relevant transfers or use of the Rockcliffe Lands under this agreement.

**Q8. Are there any rights to terminate this agreement?**

A8. The Agreement can be terminated if the Rockcliffe Lands have not been transferred to CLC within 3 years or if the AOO elects to terminate the Canada MOU (which it has the right to do at any time).

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