

CORPORATION OF THE TOWN OF MATTAWA



DATE: MONDAY, MARCH 13TH, 2023

Page No 63 Resolution No: 23-64

MOVED BY COUNCILLOR FERN LEVESQUE

SECONDED BY COUNCILLOR LAURA ROSS

RESOLUTION:

BE IT RESOLVED THAT Council adopts By-Law 23-09 which is a by-law to authorize the signing of the Memorandum of Agreement with the Algonquins of Ontario for the Waterfront Divestiture.

Recorded Vote – Yes No

Recorded Vote Requested by:

Councillor Levesque

	Yea	Nay
Mayor Bélanger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Gardiner	<input type="checkbox"/>	<input type="checkbox"/>
Councillor Sarrazin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Levesque	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Mick	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Ross	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Thibert	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RA Bélanger
MAYOR

Deferred Tabled Lost Carried

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 23-09

BEING a by-law authorizing the signing of a Memorandum of Agreement with Algonquins of Ontario regarding access to and use of the Small Craft Harbour Facilities in the Town of Mattawa within the Algonquins of Ontario settlement area.

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate.

AND WHEREAS Algonquins of Ontario has agreed that the Town of Mattawa is the beneficial owner of the Small Craft Harbour Facility within its boundaries and will partner with the Algonquins of Ontario in accordance with the provisions in the attached Memorandum of Agreement as per Schedule "A" to this By-law.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to execute the aforesaid Memorandum of Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Schedule "A".
2. **THAT** this Agreement shall come into effect on the day of its passing until terminated by mutual consent of both parties.

READ A FIRST AND SECOND TIME this 13th day of March, 2023.

READ A THIRD TIME AND FINALLY PASSED this 13th day of March, 2023.



Mayor



Clerk

**MEMORANDUM OF AGREEMENT REGARDING ACCESS TO AND USE OF, HARBOUR
FACILITIES IN THE CORPORATION OF THE TOWN OF MATTAWA
IN THE ALGONQUINS OF ONTARIO SETTLEMENT AREA**

THIS MEMORANDUM OF AGREEMENT ("MOA") made this 13th day of March 2023,

BETWEEN: **ALGONQUIN PROPERTY PRESERVATION INC.**
(hereinafter "AO CO")

AND: **THE CORPORATION OF THE TOWN OF
MATTAWA** (hereinafter called "Mattawa")

(Mattawa and the AO CO are hereinafter sometimes collectively called "Parties")

WHEREAS the Algonquin communities situated within the watersheds of the Ottawa and Mattawa Rivers in the Province of Ontario (the "Algonquins of Ontario" or "AOO")¹ are pursuing certain claims ("AOO Claims") which include the assertion of aboriginal rights and title to lands and waters over lands covering approximately 9,000,000 acres of land located within said watershed (the "Settlement Area");

AND WHEREAS the AOO Claims are currently the subject of tripartite settlement negotiations (the "Treaty Negotiations") among the AOO, the Government of Canada and the Government of Ontario, the negotiations have not yet resulted in a treaty which resolves the AOO Claims ("AOO Treaty");

AND WHEREAS the Algonquin Negotiation Representatives, who are the elected representatives of the AOO in connection with the Treaty Negotiations have authorized AO CO to represent the AOO in matters arising from this MOA;

AND WHEREAS in the course of the Treaty Negotiations, a Consultation Process Interim Measures Agreement dated July 27, 2009, was executed by the Government of Canada and the AOO and Ontario regarding consultation and, where appropriate, accommodation in respect of Crown decisions or activities applicable to the Settlement Area;

¹ For the purposes hereof:

"AOO" means the Algonquins of Ontario, as represented by:

- (a) prior to the effective date of the AOO Treaty, the Algonquin Negotiation Representatives or by Algonquin Property Preservation Inc.; and
- (b) after the effective date of the AOO Treaty, the entity established under the AOO Treaty to represent the rights and interests of the Algonquins of Ontario or by Algonquin Property Preservation Inc.

AND WHEREAS Canada has indicated an interest in transferring title to all or part of certain Small Craft Harbour facilities currently located in the Settlement Area to certain municipalities, including Mattawa, and has therefore consulted the AOO in connection with the proposed transfers in accordance with the Consultation Process interim Measures Agreement;

AND WHEREAS the Government of Canada has entered into a Memorandum of Agreement with AO CO regarding the transfer of title to Mattawa of the Small Craft Harbour Facility (as approximately delineated in Schedule "A" to this MOA) located in Mattawa, among other municipalities in the Settlement Area;

AND WHEREAS the Government of Canada and Mattawa have entered into a Grant Agreement for the divestiture and transfer of the Small Craft Harbour Facility located in Mattawa;

AND WHEREAS the AO CO, on behalf of the AOO has determined that the interests of the AOO with regard to the Small Craft Harbour facilities in the Settlement Area intended to be governed by this MOA can be accommodated subject to the following terms and conditions;

IT IS AGREED AND UNDERSTOOD BY THE PARTIES AS FOLLOWS:

1. This document, when executed by the parties, will constitute the Memorandum of Agreement as between Mattawa and the AOO, as represented by AO CO, for the in respect of the Small Craft Harbour Facility comprising land and improvements under the ownership and administration of Mattawa, located within the boundaries of Mattawa.
2. This MOA shall be construed and enforced in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws.
3. No waiver of any of the provisions of this MOA shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
4. The Parties acknowledge and agree Mattawa is the beneficial owner of the Small Craft Harbour Facility within its boundaries.
5. The Parties acknowledge and agree Mattawa is responsible for the operation and maintenance of the Small Craft Harbour Facility and to ensure said operation and maintenance is in accordance with all Provincial and Federal laws and regulations.
6. The Parties acknowledge and agree Mattawa will operate and maintain the Small Craft Harbour Facility for the use and benefit of all individuals in the community.
7. The Parties acknowledge and agree Mattawa is entitled to and shall charge daily and seasonal fees for dockage, boat launching and vehicle/ trailer parking.

8. The Parties acknowledge and agree that Algonquin Individuals² identified as such through presentations of their Algonquin Community Membership Card or such other evidence of citizenship as may be accredited from time to time by the Algonquins of Ontario, will be exempt from daily (only) launching, vehicle parking and docking fees that are currently or may in future be imposed.
9. Mattawa shall reserve no more than 10% (5 in total) of its annual dockage rental/lease slips for Algonquin Individuals. The Parties acknowledge and agree that Algonquin Individuals are not exempt from seasonal dockage fees/rental rates.
10. The Parties acknowledge and agree that the AOO shall have the right but not the obligation to install and maintain, at AOO's expense, signage and/or storyboards recognizing and celebrating Algonquin history and culture and presence at the Small Craft Harbour Facility subject to mutually agreeable site plans.
11. The Algonquins of Ontario shall have the right but not the obligation to install and maintain at AOO's expense, picnic areas and/or make landscaping improvements subject to mutually agreeable site plans.
12. In the event that Mattawa is required to alter the current site features of the Small Craft Harbour Facility and/or the current site features of the adjacent property known as Explorer's Point, the Parties agree that Mattawa shall consult with AOO prior to the commencement of any such alterations and if said alterations require excavation work, the Parties agree that AOO will actively participate in the excavation work of any ground.
13. The Parties acknowledge and agree that this MOA does not impose a positive obligation on Mattawa to operate and/or maintain the Small Craft Harbour Facility in perpetuity. Mattawa can cease any and all operation and/or maintenance of the Small Craft Harbour Facility if/when Mattawa, in its sole and absolute discretion, determines that the operation and/or maintenance of the Small Craft Harbour Facility is no longer beneficial for Mattawa and/or the community. Mattawa will be restrained from ceasing operation of the Small Craft Harbour Facility prior to the fifth anniversary date of the transfer of the Small Craft Harbour Facility from the Government of Canada to Mattawa.
14. Any notice under this MOA is sufficiently given if delivered personally or prepaid courier or by electronic facsimile machine addressed to each party at its address below:

To the AO CO:

² "Algonquin Individuals" means:

- (c) prior to the effective date of the AOO Treaty, individuals who are recognized as Algonquins by the AOO; and
- (d) after the effective date of the AOO Treaty, beneficiaries of the AOO Treaty.

Algonquins of Ontario
31 Riverside Drive
Suite 101
Pembroke, ON K8A 8R6
Attention: Executive Director
Facsimile: (613) 735-6307

To Mattawa:

The Corporation of the Town of Mattawa
160 Water Street
Mattawa, ON P0H 1V0
Attn: Francine Desormeau, CAO
Facsimile: 705-744-0104

15. This MOA shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
16. This MOA may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts together shall constitute by one and the same instrument. Delivery of a signed counterpart by facsimile or electronic transmission shall be deemed to constitute delivery of an original signed counterpart.

Dated this ___ Day of _____, 2023

Algonquins of Ontario

Algonquins of Ontario

Algonquins of Ontario

Dated this 13th Day of March, 2023

RA Bélanger
Mayor Raymond A. Bélanger
The Corporation of the Town of Mattawa

Amy Leclerc
Amy Leclerc, Clerk
The Corporation of the Town of Mattawa



Algonquins of Ontario

April 3, 2023

Annette Winter
A/Client Services Manager-East
Small Craft Harbours
Canada Centre for Inland Waters
867 Lakeshore Road,
Burlington, ON L7S 1A1

BY EMAIL ONLY

Annette.Winter@dfo-mpo.gc.ca

Dear Ms. Winter,

Subject: Mattawa Small Craft Harbour – Acknowledgement of AOO/DFO Memorandum of Agreement Conditions Precedent (Our File CF-52-1-2)

In furtherance of the transfer of title of the Mattawa Small Craft Harbour Facility from the Department of Fisheries and Ocean (DFO) to the Town of Mattawa, this letter seeks to advise the DFO of the Algonquin of Ontario's (AOO) satisfaction regarding the attainment of the "Conditions Precedent" as described within Schedule B, Section 2, of the ***Memorandum of Agreement, Between Algonquin Property Preservation Inc. and the Minister of Fisheries and Oceans, Regarding the Transfer of Title to Certain Small Craft Harbour Facilities in The Algonquins of Ontario Settlement Area***, November 18, 2020, excerpt below (also see Attachment 1)

"2. The owner of the Harbour Facility from time to time (the "Owner") will covenant to be bound by and to operate the Harbour Facility subject to following rights and privileges (the "Rights").

[For so long as the Harbour Facility is being actively maintained and used by the public as a facility for the docking and berthage of vessels):

- (a) Algonquin Individuals identified as such through presentation of their Algonquin Community Membership Card or such other evidence of citizenship as may be accredited from time to time by the AOO, will be exempt from launching or daily dockage fees and related parking fees (if any) that are currently or may in future be imposed by the Owner at the Harbour Facility, provided that such exemption shall apply only to those vessels occupying [X (X)] percent or a fixed number of the total available berthage spaces at the Harbour Facility on a first come, first serve basis on any given day;*

31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6

Telephone: (613) 735-3759 Fax: (613) 735-6307

Website: www.tanakiwin.com

E-Mail: algonquins@tanakiwin.com

(b) The AOO shall have the right but not the obligation to install and maintain at AOO's expense signage and/or storyboards recognizing and celebrating Algonquin history and culture and presence at the Harbour Facility subject to mutually agreeable site plans as between the Owner and the AOO; and

(c) The AOO shall have the right but not the obligation to install and maintain at AOO's expense picnic areas and/or make landscaping improvements subject to mutually agreeable site plans as between the Owner and the AOO."

As of March 16, 2023, the Town of Mattawa and the AOO have agreed to implement the aforementioned "Conditions Precedent" under the auspices of a Memorandum of Agreement between the two parties (see Attachment 2).

Lastly, the AOO acknowledge the efforts of the DFO and the Town of Mattawa to increase Algonquin cultural recognition, and Algonquin access to the Kichi-Sibi while also providing recreational opportunities to benefit both the residents of, and visitors to, the Town of Mattawa. The AOO looks forward to continued engagement with the DFO in support of the transfer of other Small Craft Harbours in the AOO Settlement Area.

Should you have any questions or require further information, please contact me at tparker@tanakiwin.com

Sincerely,



Trevor Parker
Land & Resource Management Strategist
Algonquins of Ontario Consultation Office

Attachment 1: Memorandum of Agreement, between Algonquin Property Preservation Inc. and the Minister of Fisheries and Oceans, Regarding the Transfer of Title to Certain Small Craft Harbour Facilities in The Algonquins of Ontario Settlement Area, November 18, 2020

Attachment 2: Memorandum of Agreement, between Algonquin Property Preservation Inc. and the Corporation of The Town of Mattawa, Regarding The Access To And Use of, Harbour Facilities In The Corporation of The Town of Mattawa in The Algonquins of Ontario Settlement Area, March 13, 2023

c.c. Robert Potts, Principal Negotiator and Senior Legal Counsel – AOO
Jim Hunton, Vice President, Jp2g Consultants Inc. Technical Advisor – AOO

ATTACHMENT 1

**MEMORANDUM OF AGREEMENT REGARDING TRANSFER
OF TITLE TO CERTAIN SMALL CRAFT HARBOUR FACILITIES
IN ALGONQUINS OF ONTARIO SETTLEMENT AREA**

THIS MEMORANDUM OF AGREEMENT ("MOA") made this 18th day of March, 2021

BETWEEN: ALGONQUIN PROPERTY PRESERVATION INC.
(hereinafter "AO CO")

AND: HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the Minister of
Fisheries and Oceans (hereinafter called "Canada")

(Canada and the AO CO are hereinafter sometimes collectively called "Parties")

WHEREAS the Algonquin communities situated within the watersheds of the Ottawa and Mattawa Rivers in the Province of Ontario (the "Algonquins of Ontario" or "AOO") are pursuing certain claims ("AOO Claims") which include the assertion of aboriginal rights and title to lands and waters over lands covering approximately 9,000,000 acres of land located within said watershed (the "Settlement Area");

AND WHEREAS the AOO Claims are currently the subject of tripartite settlement negotiations (the "Treaty Negotiations") among the AOO, the Government of Canada and the Government of Ontario, and the negotiations have not yet resulted in a treaty which resolves the AOO Claims ("AOO Treaty");

AND WHEREAS the Algonquin Negotiation Representatives, who are the elected representatives of the AOO in connection with the Treaty Negotiations have authorized AO CO to represent the AOO in matters arising from this MOA;

AND WHEREAS in the course of the Treaty Negotiations, a Consultation Process Interim Measures Agreement dated July 27, 2009, was executed by the Government of Canada and the AOO and Ontario regarding consultation and, where appropriate, accommodation in respect of Crown decisions or activities applicable to the Settlement Area;

AND WHEREAS Canada has indicated an interest in transferring title to all or part of certain Small Craft Harbour facilities currently located in the Settlement Area to certain municipalities and has therefore consulted the AOO in connection with the proposed transfers in accordance with the Consultation Process Interim Measures Agreement;

AND WHEREAS the AO CO, on behalf of the AOO has determined that the interests of the AOO with regard to the Small Craft Harbour facilities in the Settlement Area intended to be governed by this MOA can be accommodated subject to the following terms and conditions;

IT IS AGREED AND UNDERSTOOD BY THE PARTIES AS FOLLOWS:

1. This document, when executed by the parties, will constitute the Memorandum of Understanding as between Canada and the AOO, as represented by AO CO, for and in respect of the Small Craft

Harbour facilities comprising land and improvements under the administration of Canada (the "Harbour Facilities" and individually, a "Harbour Facility") located within the boundaries of the municipalities (collectively "Municipalities" and individually a "Municipality") listed in Schedule A attached hereto.

2. Canada shall provide to AO CO with at least 90 days advance written notice of its intention to transfer a Harbour Facility to a Municipality. As soon as practicable after delivery of such notice and prior to the transfer of ownership of the applicable Harbour Facility to such Municipality, Canada and AO CO agree to work together and co-operatively in a timely manner to meet with representatives of such Municipality and to use commercially reasonable efforts to negotiate, settle the terms of and, if such negotiations are successful, agree upon such agreements, legal commitments and/or arrangements for registrations on title to the applicable Harbour Facility that are satisfactory to AO CO, Canada, and the Municipality and which grant to the AOO, to the extent reasonably practicable in the circumstances, the authority to use and enjoy the Rights set out in Schedule "B" annexed hereto in perpetuity, or for such other period as may be agreed by AO CO and the Municipality, and to enforce such Rights against the owners, from time to time of the Harbour Facility. The execution, delivery and completion of such agreements, legal commitments and/or arrangements for registrations on title to the applicable Harbour Facility in accordance with the foregoing shall herein be called the "Conditions Precedent".
3. Upon completion of the transfer of a Harbour Facility to a Municipality and provided that AO CO confirms in writing that all of the Conditions Precedent are satisfied, Canada will be considered to have meaningfully and adequately consulted and accommodated the AOO in respect of all matters arising from such transfer by Canada to the Municipality, and that Canada's obligations to the AOO under this MOA in connection with the Harbour Facility will have been discharged.
4. It is recognized and accepted by the Parties that execution of this MOA is without prejudice to any aboriginal rights which the AOO assert as part of the Treaty Negotiations including the right of the AOO to seek accommodation, including financial compensation, in the context of an AOO Treaty for any infringement of Algonquin aboriginal rights and title that may have resulted or may result in future from the transfer of title to a Harbour Facility pursuant to this MOA.
5. The Parties agree that this MOA is not subject to settlement privilege and can be tendered as evidence in legal proceedings if the evidence is relevant to whether a duty to consult or accommodate was or was not met in connection with the transfer of title of any Harbour Facility to any Municipality.
6. It is understood and agreed that the AO CO may, with consent of Canada, which consent not to be unreasonably withheld or delayed, assign its rights under this MOA to an entity established under the AOO Treaty to represent the rights and interests of the AOO and that such assignment by AOO shall not be effective until this MOA is assumed by such entity, whereupon such entity shall be bound by and entitled to assert all of the rights of the AO CO hereunder as fully and completely as if such entity was the original signatory hereto in the place and stead of the AO CO.
7. The Parties agree:
 - (a) If any provision herein shall be found to be unenforceable, such provision shall be severed from this MOA and the remainder of this MOA shall continue in full force and effect.

- (b) Words importing the singular include the plural and vice versa. Words importing gender include all genders.
- (c) This MOA shall be construed and enforced in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this MOA is intended to or shall be construed as limiting, waiving or derogating from any federal Crown prerogative.
- (d) No waiver of any of the provisions of this MOA shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- (e) Any notice under this MOA is sufficiently given if delivered personally or prepaid courier or by electronic facsimile machine addressed to each party at its address below:

to the AO CO:

Algonquins of Ontario
31 Riverside Drive
Suite 101
Pembroke, ON K8A 8R6
Attention: Janet Stavinga, Executive Director
Facsimile: (613) 735-6307

with a copy to:

Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5
Attention: Robert J. Potts, Principal Negotiator, Algonquins of Ontario
Facsimile: (416) 593-5437

to Canada:

Fisheries and Oceans Canada
Small Craft Harbours Branch
501 University Crescent
Winnipeg, MB. R3T 2N6
Attention: Steve Newton, Regional Director
Steve.Newton@dfo-mpo.gc.ca

with a copy to its solicitors:

Department of Justice, Canada
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1
Attention: David A. Larmour, Counsel
Email: david.larmour@justice.gc.ca

Notice shall be deemed to have been given or made on the day it is personally delivered or delivered by courier or facsimile, if confirmed received prior to 5:00 p.m. and if confirmed

delivered on such day after 5:00 p.m., shall be deemed to have been given or made on the day following confirmation of delivery, provided that if any notice is deemed delivered on any day that is not a business day, it shall be deemed to have been delivered on the next business day. Either party may change its address by written notice to the other.

- (f) This MOA shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- (g) Sections 3, 4, 5 and 6 of this MOA shall survive closing of any transaction contemplated in this MOA or the termination or expiry of this MOA, and shall not merge.
- (h) This MOA may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts together shall constitute by one and the same instrument. Delivery of a signed counterpart by facsimile or electronic transmission shall be deemed to constitute delivery of an original signed counterpart.

{signing page(s) follow}

IN WITNESS WHEREOF the parties hereto have executed this MOA as of the date first written above.

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA, as
represented by the Minister of
Fisheries and Occans

Per: **Newton, Steven** Dig tally signed by Newton, Steven
Date: 2021.03.18 17:26:32 -0500

Name:

Title: Regional Director, Small Craft Harbours, Ontario and Prairies Region

AOO PROPERTY PRESERVATION INC.

Per:

Name: Richard Zohr
Title: President

Per:

Name: Doreen Davis
Title: Secretary

Per:


Name: Randy Malcolm
Title: Treasurer

IN WITNESS WHEREOF the parties hereto have executed this MOA as of the date first written above.

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA, as
represented by the Minister of
Fisheries and Oceans

Per: _____
Name:
Title:

AOO PROPERTY PRESERVATION INC.

Per: 
Name: Richard Zohr
Title: President

Per: _____
Name: Doreen Davis
Title: Secretary

Per: _____
Name: Randy Malcolm
Title: Treasurer

IN WITNESS WHEREOF the parties hereto have executed this MOA as of the date first written above.

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA, as
represented by the Minister of
Fisheries and Occans

Per: _____
Name:
Title:

AOO PROPERTY PRESERVATION INC.

Per: _____
Name: Richard Zohr
Title: President

Per: Doreen Davis
Name: Doreen Davis
Title: Secretary

Per: _____
Name: Randy Malcolm
Title: Treasurer

IN WITNESS WHEREOF the parties hereto have executed this MOA as of the date first written above.


HER MAJESTY THE QUEEN
IN RIGHT OF CANADA, as
represented by the Minister of
Fisheries and Oceans

Per: _____
Name:
Title:

AOO PROPERTY PRESERVATION INC.

Per: _____
Name: Richard Zohr
Title: President

Per: _____
Name: Doreen Davis
Title: Secretary

Per:  _____
Name: Randy Malcolm
Title: Treasurer

SCHEDULE A

To a Memorandum of Agreement dated 18th day of March, 2021 between Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans and Algonquin Property Preservation Inc.

LIST HARBOUR FACILITIES AND RELATED MUNICIPALITIES

Harbour Facility	Municipality
Constance Bay	City of Ottawa
Crow Lake	Township of Central Frontenac
Dunrobin	City of Ottawa
Fitzroy Harbour	City of Ottawa
L'Orignal	Township of Champlain
La Passe	Township of Whitewater Region
Nepean	City of Ottawa
Sandpoint	Township of McNab-Braeside
Sharbot Lake	Township of Central Frontenac
Westmeath	Township of Whitewater Region
Westport	Village of Westport
White Lake	Township of McNab-Braeside
Whitney	Township of South Algonquin
Arnprior	Town of Arnprior
Pembroke	City of Pembroke
Deep River	Town of Deep River
Mattawa	Town of Mattawa
Seeley's Bay	Town of Leeds and the Thousand Islands
Wendover	Town of Alfred and Plantagenet

SCHEDULE B

To a Memorandum of Agreement dated 18th day of March, 2021 between Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and Algonquins Property Preservation Inc.

1. For the purposes hereof:

“AOO” means the Algonquins of Ontario, as represented by:

- (a) prior to the effective date of the AOO Treaty, the Algonquin Negotiation Representatives or by Algonquin Property Preservation Inc; and
- (b) after the effective date of the AOO Treaty, the entity established under the AOO Treaty to represent the rights and interests of the Algonquins of Ontario or by Algonquin Property Preservation Inc.

“Algonquin Individuals” means:

- (c) prior to the effective date of the AOO Treaty, individuals who are recognized as Algonquins by the AOO; and
- (d) after the effective date of the AOO Treaty, beneficiaries of the AOO Treaty.

2. The owner of the Harbour Facility from time to time (the “Owner”) will covenant to be bound by and to operate the Harbour Facility subject to following rights and privileges (the “Rights”).

[For so long as the Harbour Facility is being actively maintained and used by the public as a facility for the docking and berthing of vessels:]

- (a) Algonquin Individuals identified as such through presentation of their Algonquin Community Membership Card or such other evidence of citizenship as may be accredited from time to time by the AOO, will be exempt from launching or daily dockage fees and related parking fees (if any) that are currently or may in future be imposed by the Owner at the Harbour Facility, provided that such exemption shall apply only to those vessels occupying [X (X)] percent or a fixed number of the total available berthing spaces at the Harbour Facility on a first come, first serve basis on any given day;
- (b) The AOO shall have the right but not the obligation to install and maintain at AOO’s expense signage and/or storyboards recognizing and celebrating Algonquin history and culture and presence at the Harbour Facility subject to mutually agreeable site plans as between the Owner and the AOO; and
- (c) The AOO shall have the right but not the obligation to install and maintain at AOO’s expense picnic areas and/or make landscaping improvements subject to mutually agreeable site plans as between the Owner and the AOO.

ATTACHMENT 2

AND WHEREAS Canada has indicated an interest in transferring title to all or part of certain Small Craft Harbour facilities currently located in the Settlement Area to certain municipalities, including Mattawa, and has therefore consulted the AOO in connection with the proposed transfers in accordance with the Consultation Process Interim Measures Agreement;

AND WHEREAS the Government of Canada has entered into a Memorandum of Agreement with AO CO regarding the transfer of title to Mattawa of the Small Craft Harbour Facility (as approximately delineated in Schedule "A" to this MOA) located in Mattawa, among other municipalities in the Settlement Area;

AND WHEREAS the Government of Canada and Mattawa have entered into a Grant Agreement for the divestiture and transfer of the Small Craft Harbour Facility located in Mattawa;

AND WHEREAS the AO CO, on behalf of the AOO has determined that the interests of the AOO with regard to the Small Craft Harbour facilities in the Settlement Area intended to be governed by this MOA can be accommodated subject to the following terms and conditions;

IT IS AGREED AND UNDERSTOOD BY THE PARTIES AS FOLLOWS:

1. This document, when executed by the parties, will constitute the Memorandum of Agreement as between Mattawa and the AOO, as represented by AO CO, for the respect of the Small Craft Harbour Facility comprising land and improvements under the ownership and administration of Mattawa, located within the boundaries of Mattawa.
2. This MOA shall be construed and enforced in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws.
3. No waiver of any of the provisions of this MOA shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
4. The Parties acknowledge and agree Mattawa is the beneficial owner of the Small Craft Harbour Facility within its boundaries.
5. The Parties acknowledge and agree Mattawa is responsible for the operation and maintenance of the Small Craft Harbour Facility and to ensure said operation and maintenance is in accordance with all Provincial and Federal laws and regulations.
6. The Parties acknowledge and agree Mattawa will operate and maintain the Small Craft Harbour Facility for the use and benefit of all individuals in the community.
7. The Parties acknowledge and agree Mattawa is entitled to and shall charge daily and seasonal fees for dockage, boat launching and vehicle/ trailer parking.

8. The Parties acknowledge and agree that Algonquin Individuals² identified as such through presentations of their Algonquin Community Membership Card or such other evidence of citizenship as may be accredited from time to time by the Algonquins of Ontario, will be exempt from daily (only) launching, vehicle parking and docking fees that are currently or may in future be imposed.
9. Mattawa shall reserve no more than 10% (5 in total) of its annual dockage rental/lease slips for Algonquin Individuals. The Parties acknowledge and agree that Algonquin Individuals are not exempt from seasonal dockage fees/rental rates.
10. The Parties acknowledge and agree that the AOO shall have the right but not the obligation to install and maintain, at AOO's expense, signage and/or storyboards recognizing and celebrating Algonquin history and culture and presence at the Small Craft Harbour Facility subject to mutually agreeable site plans.
11. The Algonquins of Ontario shall have the right but not the obligation to install and maintain at AOO's expense, picnic areas and/or make landscaping improvements subject to mutually agreeable site plans.
12. In the event that Mattawa is required to alter the current site features of the Small Craft Harbour Facility and/or the current site features of the adjacent property known as Explorer's Point, the Parties agree that Mattawa shall consult with AOO prior to the commencement of any such alterations and if said alterations require excavation work, the Parties agree that AOO will actively participate in the excavation work of any ground.
13. The Parties acknowledge and agree that this MOA does not impose a positive obligation on Mattawa to operate and/or maintain the Small Craft Harbour Facility in perpetuity. Mattawa can cease any and all operation and/or maintenance of the Small Craft Harbour Facility if/when Mattawa, in its sole and absolute discretion, determines that the operation and/or maintenance of the Small Craft Harbour Facility is no longer beneficial for Mattawa and/or the community. Mattawa will be restrained from ceasing operation of the Small Craft Harbour Facility prior to the fifth anniversary date of the transfer of the Small Craft Harbour Facility from the Government of Canada to Mattawa.
14. Any notice under this MOA is sufficiently given if delivered personally or prepaid courier or by electronic facsimile machine addressed to each party at its address below:

To the AO CO:

² "Algonquin Individuals" means:

- (c) prior to the effective date of the AOO Treaty, individuals who are recognized as Algonquins by the AOO; and
- (d) after the effective date of the AOO Treaty, beneficiaries of the AOO Treaty.

Algonquins of Ontario
31 Riverside Drive
Suite 101
Pembroke, ON K8A 8R6
Attention: Executive Director
Facsimile: (613) 735-6307

To Mattawa:

The Corporation of the Town of Mattawa
160 Water Street
Mattawa, ON P0H 1V0
Attn: Francine Desormeau, CAO
Facsimile: 705-744-0104

15. This MOA shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
16. This MOA may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts together shall constitute by one and the same instrument. Delivery of a signed counterpart by facsimile or electronic transmission shall be deemed to constitute delivery of an original signed counterpart.

Dated this 16th Day of March, 2023



Algonquins of Ontario
Richard Zohr


Randy Malcolm (Mar 11, 2023 15:02 EDT)

Algonquins of Ontario
Randy Malcolm



Algonquins of Ontario
Doreen Davis

Dated this 13th Day of March, 2023



Mayor Raymond A. Bélanger
The Corporation of the Town of Mattawa



Amy Leclerc, Clerk
The Corporation of the Town of Mattawa