

Minister
of National Defence



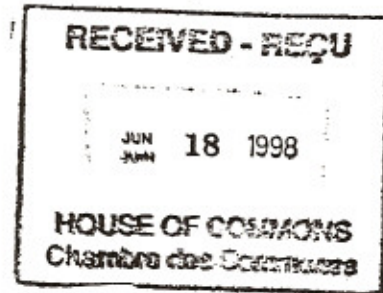
Ministre
de la Défense nationale

Ottawa, Canada K1A 0K2

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JUN 16 1998



Mrs. Rose-Marie Ur, M.P.
House of Commons
Ottawa ON K1A 0A6

Dear Colleague: *Rose-Marie*

Thank you for your letters of February 19 and March 12, 1998, on behalf of your constituent, Mrs. Mary Lou LaPratte, concerning law enforcement and property management at the former Camp Ipperwash. I apologize for the delay in responding.

Canada is under a general obligation to reasonably preserve and maintain the infrastructure at the former Camp Ipperwash for the Kettle and Stony Point First Nation. Furthermore, given the hazardous nature of unexploded ordnance and other debris which may be situated at the former Camp, Canada is under a general obligation to exercise due diligence to protect the general public from exposure to such hazards.

The following is in response to the specific points raised by Mrs. LaPratte:

Point 1: "It is our understanding that government contracts will not be awarded to individuals who have a criminal record."

This statement is accurate insofar as it applies only to individuals who have been convicted of an offence under the following sections of the Criminal Code of Canada:

- Section 121, Frauds upon the Government
- Section 124, Selling or Purchasing Office
- Section 418, Selling Defective Stores to Her Majesty

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Point 2: " DND has issued these Infrastructure Maintenance Contracts, Canada wide, to aboriginals only. Those taxpayers who pay an Internet fee for the password to government jobs available for tendering feel that this is a discriminatory process. Especially if non-natives wishing employment are qualified to work in Military Facilities. This is work denied by the government to those with the best training and experience for Military Maintenance Projects."

DISCRIMINATED
The requirement for property maintenance at the former Camp Ipperwash has been set aside under the Procurement Strategy for Aboriginal Business, which is a government program aimed at enhancing the development of Aboriginal businesses through increased participation in the procurement process. The ultimate goal is the creation and maintenance of sustainable jobs and growth, which will in turn provide employment opportunities.

I recognize that this policy may appear to have an adverse impact on non-Aboriginal firms; however, the strategy also encourages the creation of joint ventures or consortium partnerships.

Points 3, 4, 5, 6, 7, 8 and 10 will be answered together, as they all deal with the topic of police activities.

Point 3: "DND by paying to man the gates by others not Military Police are contributing to the harbouring of criminals and stolen goods."

Point 4: "Theft has become negotiable if the perpetrators and stolen goods get inside the Base. The articles are sometimes returned but are always damaged by the time this occurs. No one is charged because the Natives at the Base claim the lawbreakers have left the Base. DND by not policing is condoning this practice."

Point 5: "Residents being victimized four and five times are suffering financial losses because of no restitution. Insurance companies are claiming these people no longer meet the underwriters standards."

Point 6: "DND's policies of not policing their land has directly contributed to plummeting real estate values due to the stigma of violence and duplicity of law."

Point 7: "The OPP have told us they are aware of one of the Base buildings being used to grow marijuana. We are paying the hydro. Why?"

Point 8: "The Town's works building on occupied land is being used 24 hrs a day to fix and paint cars. We are paying the heat and hydro. Why?"

Point 10: "DND policy of non-policing is contributing to vehicles being pelted with rocks and gunshots from the Base while travelling down Hwy 21. This is unlawful, potentially disastrous and unacceptable. Jack lighting is also done to drivers on the Hwy from the Base which blinds the drivers. The potential for serious accidents is high."

It is the Province of Ontario and police forces operating under its authority that are responsible for the police response to criminal acts at the former Camp Ipperwash and neighbouring lands. This responsibility was confirmed in writing by the former Solicitor General of Canada, the Honourable Herb Gray, in a letter to you dated August 9, 1996. Should there be any questions or concerns regarding criminal activity or police matters, they should be directed to the Commander of the local Ontario Provincial Police Detachment.



Hydro continues to be provided to the former camp for health and safety reasons. Hydro is required to supply potable water to the former camp for drinking and firefighting. Hydro is also required to operate the sewage system to prevent uncontrolled discharges.

Point 9: "Jean Chrétien announced three years ago that natives working and earning a living off the reserve must pay taxes. The base is not a reserve. Why are these natives under contract to DND not paying taxes. DND's reason is the land is in transition. It's been in transition since Feb/94. Even if the agreement in principle was signed today the cleanup and assessment will be another four years. This excuse is ludicrous."

The payment of taxes by any contractor, whether Aboriginal or non-Aboriginal, is the sole responsibility of the contractor. Contracts for services are strictly for the performance of the specific services. The submission of appropriate taxes is therefore an issue between the respective contractor and Revenue Canada. If there are any questions or concerns regarding the payment of taxes, the matter should be addressed to the Minister of National Revenue.

Point 11: "The infrastructure maintenance contract demands are not being monitored by DND authority. Broken windows in the Barracks, doors left wide open 24 hrs a day is contributing to escalating heat and hydro bills. DND is not executing fiscal accountability on behalf the taxpayers. This is in direct contradiction of the Federal Government's cost cutting measures in other programs."

The DND Ipperwash Property Management Team, based in London, Ontario, monitors maintenance activities provided under the Interim Maintenance Arrangement contract. Team members visit the former Camp up to three times a week to ensure that the specified services are being provided. Time sheets and invoices are carefully scrutinized so that only work performed is paid for.

Many of the former Camp's building are unoccupied, and hydro has been cut off to all unoccupied buildings. A special project under the maintenance contract has also been raised to board up broken windows.

Notwithstanding the contract, there are still some derelict cars and graffiti-painted buildings visible from outside the former Camp. This is so for many reasons. Not all the former Camp occupants participate in the contract. Many remain deeply resentful of the Ipperwash Park shooting and continue to demand a public inquiry. These occupants wish to keep the derelict cars and graffiti as a visual message and reminder of their cause. Many of the derelict cars have been removed under the maintenance contract and this initiative will be continued. Removal of graffiti-painted buildings will also be pursued. It must be emphasized, however, that the contract was not established to maintain the former Camp in a pristine condition, but to perform basic access control and maintenance services.

In general, property management/maintenance services will be required at the former Camp until a suitable resolution to the current situation is found.

Canada and the Kettle and Stony Point First Nation remain committed to negotiating a peaceful and lasting resolution to the Ipperwash situation. The parties have reached agreement on the elements and associated costs of a proposed settlement agreement and are currently working together to draft an agreement in principle for review and approval.

Thank you for bringing Mrs. LaPratte's letter to my attention and for your continued support in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur C. Eggleton', written over the printed name below it.

Arthur C. Eggleton

cc: The Honourable Herb Singh Dhaliwal, P.C., M.P.
The Honourable Herb Gray, P.C., M.P.
The Honourable Jane Stewart, P.C., M.P.

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