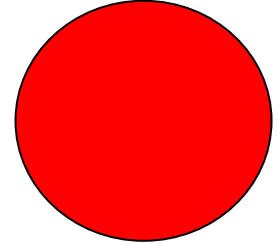


## Métis Nation of Ontario Community Charter Agreement



The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the Métis Nation of Ontario Secretariat (“MNO”).

This Agreement is made in triplicate this 6<sup>th</sup> day of June, in the year 2004,

BETWEEN:

**Metis Nation of Ontario**

[“MNO”]

AND:

**Metis Nation of Ontario Secretariat Inc.**

A corporation duly incorporated under the laws of Ontario

[“Secretariat”]

AND:

**Oshawa and Durham Region Métis Council**

[“Community Council”]

**WHEREAS** the Metis people joined together long ago to form a new nation which Louis Riel called the Metis Nation;

**AND WHEREAS** the Metis Nation continues today to be the embodiment of our past, our present and our hopes and aspirations for the future;

**AND WHEREAS** the Metis people who live in Ontario, desiring to bind our people together to collectively promote a common cultural, social, political and economic well-being, have founded the MNO to be our representative body;

**AND WHEREAS** the existing Aboriginal and Treaty rights of the Metis people, as one of the Aboriginal peoples of Canada, are recognized and affirmed under section 35 of the *Constitution Act, 1982*;

**AND WHEREAS** the Metis people, as one of the Aboriginal peoples of Canada, have the inherent right of self-determination and self-government;

**AND WHEREAS** the MNO wishes to establish democratic institutions based on that inherent right of self-government;

**AND WHEREAS** the MNO wishes to promote and foster community development within the Metis Nation;

**AND WHEREAS** the MNO wishes to develop prosperity and economic self-sufficiency within the communities of the Metis Nation;

**AND WHEREAS** the MNO has incorporated under the laws of Ontario a body known as the Secretariat for the purposes of implementing community development and democratic institutions, until such time as they may be governed by their own self-government;

**AND WHEREAS** the MNO may incorporate under the laws of Ontario other bodies for the purposes of implementing community development;

**AND WHEREAS** the Community Council declares itself to be the democratic representative of the citizens of the MNO who live within the geographic territory of described in this Agreement;

**AND WHEREAS** the Community Council declares that it wishes to enter into an agreement with the MNO in order that it may represent the Metis citizens of the community under the values, principles and laws of the MNO as amended from time to time;

**AND WHEREAS** the MNO recognizes the Community Council as the only legitimate representative of the Metis citizens of the MNO who live within the boundaries of the Community;

**AND WHEREAS** the MNO wishes to enter into an agreement with the Community Council to further the interests of the Metis citizens who are represented by the Community Council;

**NOW THEREFORE** in consideration of the respective covenants and agreements of the parties contained in this Agreement, the MNO, the Secretariat and the Community Council agree as follows:

## **1. Name of this Agreement**

1.1 This agreement shall be called the *Metis Nation of Ontario Community Charter Agreement*.

## **2. Definitions**

2.1 All words and phrases in this Agreement have the same meaning as in the Secretariat's by-laws. In the event of any conflict the definitions in the by-laws of the MNO shall prevail to the extent of the conflict.

2.2 "Community Charter" means the certificate granted by the MNO to the Community Council under the terms of this agreement.

2.3 "Executive Council" means the Executive Council of the Secretariat as defined in the Secretariat's by-laws.

### 3. The Community Council

#### Criteria for Community Council

3.1 The Community Council declares that it represents the citizens of the MNO who live within the specified geographic area described in paragraph 3.10.

3.2 The Community Council declares that it represents only the Metis citizens who meet the criteria of, and are registered with, the MNO.

3.3 The Community Council declares that it currently represents and will maintain a minimum of 15 citizens who are eligible to vote in the MNO.

3.4 The Community Council subscribes to the principles of the MNO as stated in the *Statement of Purpose*, a copy of which is attached as Appendix A to this Agreement, and agrees to be bound by it.

3.5 The Community Council shall adopt a Community Code, which shall contain but is not limited to the following:

- a) a statement of purpose;
- b) the rights and responsibilities of the citizens;
- c) the responsibilities and duties of the Community Council;
- d) rules of fiscal management;
- e) rules pertaining to the calling and conduct of meetings;
- f) accountability of the Community Council to the citizens and to the Executive Council;  
and
- g) a dispute resolution mechanism;

3.6 The Community Code shall be submitted to the Secretariat as it is adopted or amended. The Community Council shall notify the Secretariat of any changes in its Council or to its Community Code within 30 days of such change.

3.7 The Community Council may modify and adopt the MNO by-laws as its Community Code. The MNO by-laws shall govern in any matter not specifically provided for in the Community Code. The Community Council shall revise, within thirty days, after receiving written notice, any provisions in its Community Code which are found to be in conflict with the MNO by-laws.

3.8 The Community Council shall not represent the interests of non-aboriginal persons, those who self-identify as Inuit, or those who are registered as Indians under the *Indian Act, R.S.C. 1985, c. 6* as amended from time to time.

3.9 The Community Council shall not enter into an agreement with governments or other bodies where that agreement is inconsistent with the by-laws, regulations, policies or guidelines, as amended from time to time.

**Description of Community Council**

3.10 The Community represented by the Community Council is described geographically as follows: To the south running east/west along the shore of Lake Ontario from Markham Road in the West to the Durham / Northumberland regional boundary in the East.

In the west running North/South from Lake Ontario shores running North/South along Markham Road to HWY 48 , continuing North/South along HWY 48 to Jackson’s Point to the shore of Lake Simcoe.

In the north from Jackson’s Point along the shoreline of Lake Simcoe running East/West to Port Bolster. Continuing East/West along HWY 48 which becomes Regional Road 9 in Victoria County, continuing East/West to the shore of Sturgeon Lake.

In the East from the shore of Sturgeon Lake running North/South along Regional Road 31 to the Durham/Northumberland regional boundary to the shore of Lake Ontario.

3.11 The address of the Community Council is as follows:

Oshawa and Durham Region Métis Council  
1288 Ritson Road North  
Suite # 356, Oshawa, ON  
L1G-8B2

**Decision Making in the Community Council**

3.12 In decision-making, the Community Council shall strive for consensus. If consensus cannot be achieved, then a vote may be taken. If voting is used for decision making then majority rule shall obtain.

**4. Community Charter**

4.1 The MNO and the Secretariat shall grant a Community Charter upon execution of this Agreement.

4.2 Provided the Community Council is not in breach of any term of this Agreement, the Community Council:

- a) is a non-voting member of the Secretariat;
- b) has all the rights, privileges, responsibilities, liabilities and duties as defined within or arising out of, this Agreement and the MNO by-laws;
- c) is entitled to use the incorporation number of the Secretariat or of any of the Secretariat’s subsidiaries or wholly owned companies, subject to the terms and conditions in this Agreement and any other terms and conditions that may be established by the Secretariat or the MNO from time to time.

## 5. Financial

5.1 Community Council funds shall be used only for the benefit of the Metis citizens who are represented by the Community Council. Expenditures shall be consistent with the financial ability of the Community Council and may include, but are not limited to:

- a) the purpose of assisting Metis citizens of the MNO;
- b) salaries, offices or administration;
- c) obligations arising from agreements entered into for the benefit of the Metis citizens represented by the MNO;
- d) other activities that fall within the purposes of the MNO as stated in the Statement of Purpose (Appendix A).

5.2 The Community Council and any of its committees, subsidiaries, institutions or other entities shall;

- a) have a fiscal end of March 31st;
- b) keep its financial records in accordance with generally accepted accounting procedures;
- c) cause an annual financial statement of its books and records and funds to be created within 90 days of the end of the fiscal year;
- d) within 30 days of its completion, submit the financial statement to the Secretariat;
- e) within 30 days of its completion, provide on request, the financial statement to its citizens.

5.3 In the event that a copy of the annual financial statement is not submitted, pursuant to paragraph 5.2(d), the Secretariat may cause an audit to be made, at the expense of the Community Council.

## 6. Revocation or Suspension of Community Council Charter

6.1 In the event that a Community Charter is revoked or suspended under this Agreement, or the Community Council disbands, the Community Charter and all books and records shall be delivered to the Secretariat within 10 days after a demand is made by the Secretariat.

6.2 Serious violations of this Agreement and will be subject to an inquiry by the Executive Council of the Secretariat. Serious violations of this Agreement include but are not limited to the following:

- a) making a false statement or withholding material information when applying for a Community Charter, government programs or grants;
- b) failure to comply with any decision or order of the MNO or the Secretariat;
- c) any willful action which defeats or impedes activities of the MNO, the Secretariat or any of its Community Councils in furtherance of the purposes of the MNO;
- d) misappropriating money or property of the MNO, the Secretariat or the moneys or property held or managed by the Community Council for the benefit of the citizens of the Community Council;

- e) incorporation under the laws of Ontario or Canada of the Community Council or other any committees, subsidiaries, institutions or other entities of the Community Council for any purpose whatsoever;

## 7. Dispute Resolution

7.1 Any dispute or inquiry that arises out of this Agreement shall be referred to the Community Council for resolution.

7.2 If resolution is not possible under paragraph 7.1 an inquiry panel may be called by the Secretariat for that purpose.

7.3 The Executive Council may call for a sitting of an inquiry panel upon request or upon its own initiative.

7.4 The inquiry panel will be composed of a Chair who is appointed by the Executive Council and who is not a sitting member of the Executive Council, one Executive Council member and one Community Council member.

7.5 Where a dispute is referred to the Executive Council or where the Executive Council, upon its own initiative calls for an inquiry, the Secretariat shall give 30 days notice in writing to all parties. Such notice shall include the reasons for the inquiry and the materials and persons, which the parties shall provide for the assistance of the inquiry panel. The inquiry shall be held within 90 days of issuing the notice.

7.6 At any inquiry, called pursuant to paragraph 7.2 the panel shall hear representations from persons or entities concerned in the dispute. The inquiry panel may decide whether the representations are to be made orally or in writing. Any written submission must be received at least 30 days before the date of the inquiry.

7.7 Upon termination of the inquiry the panel shall either:

- a) issue a recommendation as to costs
- b) issue a recommendation regarding the substantive issue in dispute; or
- c) issue a recommended procedure on how to resolve the dispute; or
- d) issue a judgment on the merits of the issue in dispute.

7.8 A judgment on the merits of the issue in dispute may be either:

- a) to uphold the Community Charter; or
- b) to revoke the Community Charter permanently; or
- c) to place the Community Charter in the care of trustees; or
- d) to suspend the Community Charter temporarily, pending the completion of specified actions by the Community Council and/or any of its committees, subsidiaries, institutions or other entities.

7.9 Where an inquiry is held, the panel shall set out its decision in writing. The written decision shall be made available to the parties within 30 days of the inquiry.

**Appeals**

7.10 A decision of the inquiry panel arising from this Agreement may be appealed to a specially convened Senators Council which shall be called together for this purpose by the Executive Council. The Senators Council shall consist of at least three Metis Senators.

7.11 At any appeal pursuant to paragraph 7.10, the Senators Council may hear representations from the parties. The Senators Council may decide whether the representations are to be made orally or in writing. Any written submission must be received at least 30 days before the date of the inquiry.

7.12 Upon termination of the appeal the Senators Council shall:

- a) issue a decision as to costs
- b) issue a judgment on the merits of the issue in dispute.

7.13 A judgment on the merits of the issue in dispute may be either:

- a) to uphold the Community Charter; or
- b) to revoke the Community Charter permanently; or
- c) to place the Community Charter in the care of trustees; or
- d) to suspend the Community Charter temporarily, pending the completion of specified actions by the Community Council and/or any of its committees, subsidiaries, institutions or other entities.

7.14 The Senators Council shall set out its decision in writing. The written decision shall be made available to the parties within 30 days of the appeal.

7.15 A decision of the Senators Council shall be final and binding on the parties.

**8. Role of the MNO Secretariat**

8.1 Where the Community Council uses the incorporation number of the Secretariat, notice of any contract or agreement which the Community Council or any of its committees, subsidiaries, institutions or other entities, enters into which incurs liabilities for the Secretariat or any of the Secretariat's committees, subsidiaries, institutions or other entities under its control, shall be subject to the approval of, and given in writing to, the Secretariat.

8.2 The Secretariat shall not be liable under contracts entered into pursuant to paragraph 8.1 unless the Community Council and its committees, subsidiaries, institutions or other entities has received authorization in writing by the Secretariat.

8.3 The Secretariat or any of its committees, subsidiaries, institutions or other entities under its control shall maintain a supervisory function with respect to all contracts, tasks, privileges and

responsibilities which the Community Council or any of its committees, subsidiaries, institutions or other entities enters into which incur liability for the Secretariat.

## 9. No Incorporation Rule

9.1 The Community Council shall not be or remain incorporated under the laws of Ontario or Canada for any purpose whatsoever.

9.2 In the event that the Community Council has committees, subsidiaries, institutions or other entities under its control which were incorporated under the laws of Ontario or Canada prior to entering into this Agreement, the Community Council agrees to work with the Secretariat towards bringing those entities within the spirit of this Agreement and the parties shall sign a Memorandum of Understanding to that effect which shall be attached to and form part of this Agreement.

9.2.1 Paragraph 6.2(e) will not apply to the Community Council provided a Memorandum of Understanding is signed pursuant to Paragraph 9.2, which covers all committees, subsidiaries, institutions or other entities under its control that were incorporated under the laws of Ontario or Canada prior to entering into this Agreement.

9.3 Notwithstanding 9.1, the Community Council may incorporate under the laws of Ontario or Canada, an entity which shall not be or become the Community Council itself, and such entity shall be a for-profit development corporation which shall be incorporated on the following terms and conditions:

- a) the Community Council shall inform the PCMNO in writing of their intention to incorporate a development corporation;
- b) the Community Council shall work with MNO's legal counsel to draft the by-laws and articles of incorporation for the development corporation;
- c) the articles of incorporation and the by-laws of the development corporation shall stipulate that at times:
  - i) 100% of the members of the Board of Directors shall be citizens of the MNO;
  - ii) 100% of the shares of the development corporation shall be held by citizens of the MNO resident in the geographic territory described in paragraph 3.10; and
  - iii) the purpose, services and any profits of the development corporation shall be solely for the benefit of the citizens of MNO.

9.4 Any violation of the terms of paragraph 9.3 shall constitute a fundamental breach of this Community Charter Agreement.

## 10. Termination of this Agreement

10.1 This Agreement may be terminated by any party if another party does not perform its obligations under this Agreement for a period of thirty (30) days after receiving written notice of such default from the party seeking to terminate.



## **11. Agreement Without Prejudice**

11.1 This Agreement creates only the rights and privileges expressly described herein and is without prejudice to other existing legal rights of the parties including for greater certainty any Aboriginal or Treaty rights of the individual Metis represented by the Community Council, the Community Council, the Secretariat or the MNO.

## **12. Applicable Law**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the MNO.

## **13. Endurment**

13.1 This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors and assigns.

## **14. Not Transferable**

14.1 This Agreement is not transferable to any other party.

## **15. Transmission by Facsimile**

15.1 The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other part hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

## **16. Amendments to this Agreement**

16.1 This Agreement may be amended at any time with the consent of the parties. The amendment shall be ratified by the Executive Council and by resolution passed at a meeting of the Community represented by the Community Council. Amendments shall be in writing, signed by both parties and attached to this Agreement and after effective date will form part of this Agreement.

**17. Effective Date**

17.1 This Agreement has an effective date of the 6<sup>th</sup> day of June, in the year 2004.

**IN WITNESS WHEREOF** the Metis Nation of Ontario, the MNO Secretariat and the Community Council have executed this *MNO Community Charter Agreement*.

\_\_\_\_\_  
Signing Authority for the Community Council      June 6<sup>th</sup>, 2004  
Date

\_\_\_\_\_  
Tony Belcourt, President on behalf of the      June 6<sup>th</sup>, 2004  
Metis Nation of Ontario      Date

\_\_\_\_\_  
Signing Authority on behalf of the      June 6<sup>th</sup>, 2004  
MNO Secretariat      Date