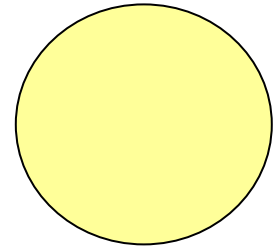


## Métis Nation of Ontario Community Charter Agreement



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 22<sup>nd</sup> day<sup>1</sup> of October, in the year 2009,

BETWEEN:

**Métis Nation of Ontario**  
[“MNO”]

AND:

**Métis Nation of Ontario Secretariat Inc.**  
A corporation duly incorporated under the laws of Ontario  
[“Secretariat”]

AND:

**Ottawa Métis Council**  
[“Community Council”]

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

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

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

**AND WHEREAS** the Métis people, as one of the Aboriginal peoples of Canada, has 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;

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<sup>1</sup> Clerical update: spelling and grammar correction to entire document as approved at PCMNO meeting 2023-12-11.

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

**AND WHEREAS** the MNO wishes to develop prosperity and economic self-sufficiency within the communities of the Métis 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 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 Métis 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 Métis 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 Métis 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 *Métis 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 Métis 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 fifteen (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 thirty (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 (30) 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.

### 3.10 Description of Community Council

The community represented by the Community Council is described geographically as follows<sup>2</sup>:

#### **Northern Boundary:**

Beginning at Sand Point, near Braeside on the border of Ontario and Quebec (76°25'49"W 45°29'27"N) follow the Ontario/Quebec border, through the Ottawa River eastward, past Ottawa, until it reaches Pointe-Fortune on the Ontario/Quebec border (74°22'52"W 45°33'56"N).

#### **Eastern Boundary:**

From the Ontario-Quebec border at Pointe-Fortune (74°22'52"W 45°33'56"N), follow the Ontario-Quebec border south to the Ontario-Quebec border in the St. Lawrence River (Riviere Baudette) (74°19'13"W 45°11'17"N).

#### **Southern Boundary:**

From the Ontario-Quebec border in the St. Lawrence River (Riviere Baudette) (74°19'13"W 45°11'17"N) follow the St. Lawrence River west, along the Canada-US border to the US-Canada border by the Northeast end of Grenadier Island (75°49'11"W 44°25'58"N).

#### **Western Boundary:**

Beginning at Sand Point, near Braeside on the border of Ontario and Quebec (76°25'49"W 45°29'27"N) follow a straight line in a southwest direction until you join up with Golf Club Road (76°26'6"W 45°29'16"N). Continue Southwest along Golf Club Road until it intersects with Usborne Street (76°27'31"W 45°28'17"N). Follow Usborne Street in a westerly direction until it intersects with McLean Drive (76°27'36"W 45°28'19"N). Follow McLean Drive and continue Southwest on Calabogie Road until you come to the intersection of Calabogie Road and Birch Drive (76°43'29"W 45°18'9"N). Continue in a straight line in a southeast direction until you come to the intersection of Lanark Road and Madawaska Street (76°43'16"W 45°17'57"N). Continue to follow Lanark Road in a Southeast direction and continue along Hwy 511 which then turns into George Street. Continue along George Street until you come to the intersection of George Street and South Street in Lanark (76°21'45"W 45°0'58"N). Follow South Street until it intersects with Hwy 511 (76°21'43"W 45°0'59"N). Continue along Hwy 511 in a southerly direction until you come to the intersection of Hwy 511 and Fallbrook Road (76°19'41"W 44°57'7"N). Next follow a straight line in an easterly direction until you come to Numogate at the intersection of Hwy15 and Ferguson Tetlock Road (76°2'23"W 44°57'25"N). From Numogate follow Hwy 15 in a southerly direction to Smiths Falls at the intersection of Union St and Cornelia Street West (76°1'13"W 44°54'36"N). Continue in a southwest direction along Cornelia Street West until you come to the intersection of Cornelia Street West and Elmsley Street North (76°1'31"W 44°54'24"N). From here follow Elmsley Street North in a southeast direction until you come to the intersection of Elmsley Street North and Beckwith Street North (76°1'18"W 44°54'14"N). Continue South along Beckwith Street North until you come to Lombard Street (76°1'13"W 44°53'46"N). Continue along Lombard Street and then Hwy 15, passing through Portland until you arrive at the intersection of Hwy 15 and Hwy 42 at Crosby (76°15'25"W 44°39'15"N). Next follow Hwy 42 in an easterly direction until you come to the intersection of Hwy 42 and Forfar Road in Forfar (76°13'W 44°39'43"N). From Forfar continue

<sup>2</sup> April 13, 2024, Ottawa Region Métis Council AGM – Motion to accept boundary change carried unanimously. Registered with the PCMNO May 23, 2024.

along Hwy 42 in a south-easterly direction, passing through Delta until you come to the intersection of Hwy 42 and Hwy 33 (76°5'20"W 44°35'44"N). Next follow Hwy 33 in a southerly direction through Lyndhurst till you come to the intersection of Hwy 33 and Hwy 3 (76°7'43"W 44°32'47"N). Next follow Hwy 3 in a southerly direction until you come to the intersection of Hwy 3 and Hwy 4 near Warburton (76°2'44"W 44°27'48"N). Next follow Hwy 4 in an easterly direction to where it intersects with Hwy 2 in Mallorytown (75°52'46"W 44°28'39"N). Follow Hwy 2 in a north-easterly direction until it intersects with Hwy 5 (75°52'31"W 44°28'51"N). Next follow Hwy 5 in a southerly direction past 1000 Islands Parkway to the shore of St. Lawrence River at Mallorytown Landing (75°51'32"W 44°27'17"N). From here continue in a straight line to the Canada/US border (75°49'11"W 44°25'58"N).

**3.11 The address of the Community Council is as follows:**

Ottawa Métis Council  
2114 Montreal Road  
Ottawa ON K1L8L8

**3.12 Decision Making in the Community Council**

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 Métis 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 Métis citizens of the MNO;
- b) salaries, offices or administration;

- c) obligations arising from agreements entered into for the benefit of the Métis 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 ninety (90) days of the end of the fiscal year;
- d) within thirty (30) days of its completion, submit the financial statement to the Secretariat;
- e) within thirty (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 ten (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 (1) Executive Council member and one (1) 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 thirty (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 ninety (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 thirty (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, 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 thirty (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 (3) Métis 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 thirty (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, 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 thirty (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 that 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 a privilege 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 Métis 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. Endurement**

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 undertake 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, 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 22<sup>nd</sup> day of October in the year 2009.

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

\_\_\_\_\_  
Signing Authority for the Community Council

Date: October 22, 2009

\_\_\_\_\_  
Gary Lipinski, President on behalf of the  
Métis Nation of Ontario

Date: October 22, 2009

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Signing Authority on behalf of the  
MNO Secretariat

Date: October 22, 2009

