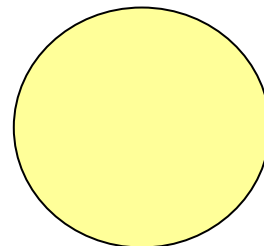


Métis Nation of Ontario Community Charter Agreement



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 23rd day of January, in the year 2005,

BETWEEN:

Métis Nation of Ontario
[“MNO”]

AND:

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

AND:

Clear Waters Métis Council
[“Community Council”]

WHEREAS the Métis people joined together 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;

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 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 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*.¹

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.

¹ This entire Charter document is an amended version of the Hamilton-Wentworth Community Charter Agreement, dated February 7th, 1999.

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 Fifteen² (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.

²Clerical update: spelling and grammar correction to entire document as approved at PCMNO meeting 2023-12-11.

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:

Western Boundary²: Beginning at the intersection of Hwy 25 and Hwy 19 at Medina (81°3'24"W 43°11'28"N) follow Hwy 119 in a Southerly direction to the intersection of Hwy 119 and Hwy 2 in Thamesford (80°59'47"W 43°3'32"N). From here follow Hwy 2 in an easterly direction until you come to Hwy 119 (80°59'38"W 43°3'35"N). Continue on Hwy 119 in a southerly and then easterly direction until you come to the intersection of Hwy 119 and the Town of Ingersoll boundary (80°54'25"W 43°2'31"N).

Next follow the Town of Ingersoll boundary in a northern direction until it intersects with the North Town Line W Road (80°54'29"W 43°2'41"N). Continue along the Town of Ingersoll boundary in an easterly direction until it intersects with Pemberton Street (80°52'49"W 43°3'10"N).

Continue along the Town of Ingersoll boundary in a southerly direction to where the boundary turns northeast (80°52'40"W 43°2'52"N). Continue along the Town of Ingersoll boundary in a northeast direction until it comes to a point where the boundary turns south east (80°52'31"W 43°3'1"N).

Continue to follow the Town of Ingersoll boundary in a south east direction to the point where the boundary turns north eastward in the middle of the Thames River (80°52'23"W 43°2'49"N).

Continue to follow the Town of Ingersoll boundary in a northeast direction along the Thames River to where it then proceeds in a southeast direction (80°52'16"W 43°2'55"N). Continue along the Town boundary in a south easterly direction, crossing Hwy 401 and coming to the vertex of the Town boundary near Hwy 19 (80°50'53"W 43°1'23"N). From here go in a straight line south west until you intersect with Hwy 19 (80°50'53"W 43°1'23"N).

Continue to follow Hwy 19 in a southern direction until it intersects with Quarter Town Line (80°45'18"W 42°53'12"N). From here follow Quarter Townline until it intersects with the Town of Tillsonburg boundary (80°45'17"W 42°53'5"N).

Next follow the Town of Tillsonburg boundary westerly and then southerly, then easterly, crossing Hwy 19, and continuing until you intersect with Hwy 3 (80°42'10"W 42°51'5"N).

Follow Hwy 3 in an easterly direction until it intersects with Hwy 59 (80°38'40"W 42°50'37"N).

² October 9, 2024, CWMC AGM Motion #2024-38 passed by consensus to update the Council Boundaries. MNO Secretariat (Community Relations) advised on October 10, 2024. Boundary Change Registered with the PCMNO on 2025-06-26.

Continue along Hwy 59 until it intersects with Hastings Drive near the shore of Lake Erie by Long Point (80°26'26"W 42°34'42"N). Next continue in a straight until you reach the shore of Lake Erie (80°26'26"W 42°34'39"N).

Southern Boundary: Beginning at the shore of Lake Erie (80°26'26"W 42°34'39"N) follow the shoreline in an easterly direction around Long Point and continue along the shore in a north easterly and then more of an easterly direction until you are close to Haldimand Dunnville Townline Road (79°42'18"W 42°51'39"N).

Eastern Boundary: Beginning at the shore of Lake Erie (79°42'18"W 42°51'39"N). follow a straight line north towards Haldimand Dunnville Townline Road (79°42'18"W 42°51'40"N). Continue northward along Haldimand Dunnville Townline Road until it intersects with River Road (79°42'24"W 42°55'6"N).

Continue in a straight line north across the Grand River until you come to the intersection of Haldimand Dunnville Townline Road and Old River Road (79°42'25"W 42°55'43"N).

Continue along Haldimand Dunnville Townline Road till you come to its end (79°42'30"W 42°58'N).

Next continue in a straight line northward until you come to the intersection of Haldimand Dunnville Townline Road and Hwy 3 (79°42'34"W 42°59'5"N). Continue along Haldimand Dunnville Townline Road in a northern direction until it intersects with Caistorville Rd. (79°42'31"W 43°0'36"N).

Continue along Caistorville Rd until it intersects with the Haldimand County Municipal boundary (79°42'42"W 43°2'9"N). Follow the Haldimand County Municipal boundary in a north westerly direction until it intersects with Westbrook Rd. (79°45'15"W 43°3'2"N).

Continue to follow the City of Hamilton boundary in a northern direction along Westbrook Rd., crossing Hwy 20, Hwy 8 and the QEW, continuing along the City of Hamilton boundary until you come to the shore of Lake Ontario (79°37'20"W 43°13'33"N).

Northern Boundary: Beginning at the shore of Lake Ontario (79°37'20"W 43°13'33"N) continue along the shoreline westerly and then in a north easterly direction until you reach the shoreline of the Town of Oakville (79°42'6"W 43°23'46"N). From here continue in a straight line in a north westerly direction until you reach East Street (79°42'11"W 43°23'48"N).

Follow East street in a northwesterly direction until it intersects with Lakeshore Rd W (79°42'25"W 43°23'56"N). Follow Lake Shore Rd W in a south westerly direction until it intersects with Bronte Rd (79°42'43"W 43°23'39"N).

Follow Bronte Rd in a north westerly direction until it becomes Hwy 25. Continue along Hwy 25, which then becomes Ontario St S. and then Ontario Street N. Continue along Ontario St N. until you come to the intersection of Ontario St N and Hwy 8 (79°53'18"W 43°31'35"N).

Continue along Hwy 8 in a south westerly direction until it intersects with Martin Street (79°53'39"W 43°31'18"N).

Follow Martin Street and then Hwy 25 in a north westerly direction until it becomes Regional Rd 25. Continue on Regional Rd 25 until you come to the intersection of Regional Rd 25 and Sideroad 15 at Speyside (79°58'31"W 43°34'48"N).

Follow Sideroad 15 until in a south westerly direction until it intersects with the Township of Puslinch boundary (80°4'7"W 43°29'44"N).

Follow the Township of Puslinch boundary in a south and easterly direction until you come to the intersection of Darkwood Road and Small Road (80°2'33"W 43°28'37"N).

Continue along the Township of Puslinch Boundary, crossing over Hwy 401 until you connect with Milborough Line (80°2'12"W 43°28'21"N). Continue along Milborough Line in a south easterly direction until you come to the intersection of the Township of Puslinch, Town of Milton and the City of Hamilton boundary (80°2'2"W 43°28'15"N).

Continue along the Township of Puslinch boundary in a south westerly direction, crossing a lake and joining up with the Puslinch Townline Road (80°4'4"W 43°26'47"N).

Continue in a south westerly direction along the Puslinch Townline Road until you come to the intersection of Puslinch Townline Road and Maddaugh Road (80°5'2"W 43°26'6"N).

Continue in a southerly direction along Maddaugh Road until you reach Gore Road (80°4'43"W 43°25'5"N).

Follow Gore Road in a westerly direction until you come to the intersection of the Township of North Dumfries and City of Hamilton Boundary (80°12'23"W 43°23'50"N).

Continue in a southerly direction along the City of Hamilton boundary, crossing over Hwy 97 and Eighth Concession Road West until you come to the corner of the Township of North Dumfries and the City of Hamilton boundary (80°11'21"W 43°20'36"N). Continue along the boundary line first west and then south until you meet up with Lockie Rd (80°14'18"W 43°18'23"N). Follow Lockie Road in a westerly direction to where Lockie Rd begins to curve (80°18'37"W 43°17'40"N). Continue in a straight line along the Township of North Dumfries boundary, crossing the Grand River until the boundary intersects with Hwy 36 (80°28'18"W 43°16'N).

Follow Hwy 36 in a northerly direction until it intersects with Greenfield Road (80°29'3"W 43°17'57"N). Continue in a straight line, following the Township of North Dumfries boundary over Hwy 401, where it meets up again with Hwy 36 (80°29'7"W 43°18'5"N).

Continue northerly along Hwy 36 until it intersects with Hwy 8 (80°29'38"W 43°19'25"N).

Continue on Hwy 8 in a westerly direction until it intersects with Hwy 6 near Youngsville (80°55'25"W 43°12'6"N).

Follow Hwy 6 in a northerly direction until it intersects with Road 92 at Brooksdale (80°56'12"W 43°13'40"N). Continue westerly on Road 92 until you come to the intersection of Road 92 and Hwy 119 in Medina (81°3'24"W 43°11'28"N).

The address of the Community Council is as follows:

Clear Waters Métis Council
442 Grey Street Unit M & J
Brandford ON N3S 7S3

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 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 the (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 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 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 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 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 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 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 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 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 23rd day of January, in the year 2005.

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: January 23, 2005

Tony Belcourt, President on behalf of the
Métis Nation of Ontario

Date: January 23, 2005

Signing Authority on behalf of the
MNO Secretariat

Date: January 23, 2005