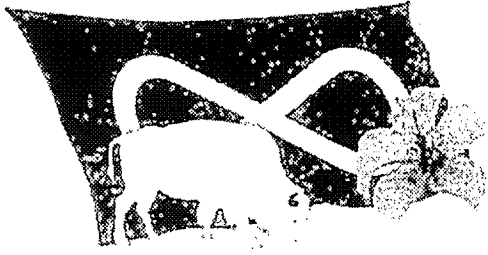


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Métis Nation Saskatchewan

To: Métis Nation – Saskatchewan Local Presidents, Provincial Métis Council, Provincial Métis Women, and Provincial Métis Youth (All members of the Métis Nation - Saskatchewan Legislative Assembly)

From: Métis Nation - Saskatchewan

Date: June 28, 2016

**Re: OFFICIAL WRITTEN NOTICE FOR MÉTIS NATION – SASKATCHEWAN LEGISLATIVE ASSEMBLY /
GENERAL ASSEMBLY JULY 30-31, 2016**

Please accept this 30 day written official notice of the July 30-31, 2016 session of the Métis Nation – Saskatchewan Legislative Assembly (“MNLA”) / General Assembly, as per the Métis Nation – Saskatchewan Constitution.

There will be an MNLA and General Assembly held in Yorkton, Saskatchewan on July 30-31, 2016 at the Gallagher Centre, 455 West Broadway Street.

Travel, meals and accommodations will be covered for all delegates of the MNLA and the travel day will be on July 29, 2016. Please contact Evan Shoforost (Ernst & Young) at (306) 649-8242 or Michael Campbell (Ernst & Young) at (306) 649-8305, Secretary May Henderson and/or your Regional representative for more information on travel expenses, registration, or any other inquiries.

Yours Sincerely,

Robert Doucette,
President of Métis Nation - Saskatchewan



Building a better
working world

Ernst & Young LLP
410 - 22nd Street East, Suite 1200
Saskatoon, SK S7K 5T5

Tel: +1 306 934 8000
Fax: +1 306 653 5859
ey.com

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Metis Nation - Saskatchewan Locals/Presidents and PMC members
231 Robin Crescent
Saskatoon, SK S7L 6M8

30 May 2016

Re: Preparation for upcoming MNLA to be held on July 30-31, 2016 in Yorkton

Dear Local Presidents/Members and PMC members:

This is to inform you that EY (Ernst and Young Inc.) will be assisting with preparations for the upcoming MNLA. We humbly request that you send the following information to our office in this regard.

Locals - Please submit the names of your elected President and Vice President as well as supporting documentation (example of supporting documentation would include minutes of the last election of the local leadership as well as a list of who attended the meeting) to show that the election has occurred in accordance with Article 7 Paragraph 6 of the Constitution which states:

Each local shall be governed by an elected leadership as determined through the Constitution of the Local, which may include terms of one to three years and elections may be by ballot box or conducted at a General Assembly of the Local Membership.

a) *Each Local shall submit the names of their elected leadership to the Metis Nation - Saskatchewan Head Office within 30 days of their election.*

We realize that you may have already submitted this information to the head office but we humbly request you submit the information to our attention to ensure that Local Presidents (or a Vice President as an alternate member of the MNLA in the event the President is not able to attend) are included in the Roll Call as in accordance with Article 2 paragraph 2 of the Constitution and Article Three of the Metis Nation of Saskatchewan Legislative Assembly Act (MNLA act).

New Legislation/Legislative Amendments/Constitutional Amendments

In accordance with Article Eleven of the MNLA act, please forward any new legislation, or Legislative Amendments to our office to be included in the Order of the Day at the MNLA by the Clerk. Legislative amendments should be filed by registered mail and sent to our office by June 30, 2016 in keeping with the MNLA act.

In accordance with Article Twelve of the MNLA act, please forward any Constitutional Amendments to our office to be included in the Order of the Day by the Clerk. In accordance with paragraph 12 Constitutional Amendments require that one of the two following conditions be met:

12.1.1 Include approval by the Provincial Metis Council by virtue of signatures or resolution attached to the proposed constitutional amendment: or

12.1.2 Include approval by five (5) members of the Metis Nation Legislative Assembly by virtue of signatures attached to the proposed constitutional amendment.

Constitutional amendments should be filed by registered mail and sent to our office by June 30, 2016.



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working world

Ernst & Young LLP
410 - 22nd Street East, Suite 1200
Saskatoon, SK S7K 5T6

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Fax: +1 306 653 5859
ey.com

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Please send the requested information to me at the following address:

Evan Shoforost/MN-S MN_LA
Ernst and Young LLP
Suite 1200, 410-22nd Street East
Saskatoon, SK S7K 5T6

Upon receiving the information, I will contact each person who has sent me information and confirm with them that I have received it, as well as the contents of the information that I have received. If someone has not received a message from me then I have not yet received their information, and I would greatly appreciate if they would contact me either by phone or email to follow up on the status of the submission.

We thank you in advance for your cooperation in this matter and endeavor to ensure that the MNLA takes place in an open, accountable and transparent matter.

Should you have any questions relating to the above, or if we may be of further assistance, please do not hesitate to contact me at 306-649-8242.

Sincerely,

ERNST & YOUNG Inc.

Evan Shoforost CPA, CA
Partner*

*Services provided through Evan Shoforost, CPA, P.C. Ltd.

/NZ

Métis Nation Legislative Assembly

**ORDER OF THE DAY
AGENDA**

Day 1:

- 9:00 – 9:10 am Grand Entry (Jiggers and Square Dancers to follow PMC in)
- 9:10 – 9:25 am Métis National Anthem, O' Canada, and Prayer
- 9:25 – 10:30 am Guest Speakers
- Welcome by Derek Langan
 - MN-S President Robert Doucette
 - Mayor of Yorkton TBD
 - MNC President Clem Chartier
 - MMF President David Chartrand
 - MNA President Audrey Poitras
 - MNBC President Bruce Dumont
 - MNO President Margaret Froh
 - Minister Bennet – INAC
 - Province of Sask.
- 10:30 – 10:40 Clerk Presentation (Kits) / Roll Call
- 10:40 – 11:00 am Break
- 11:00 – 11:15 am Appointment of Speakers
Adoption of Agenda
Locals (Admitted/Dissolved) – Challenges
- 11:15 – 11:30 am Government of Canada – Richard Quintal
- 11:30 – 12:00 pm EY/Election Committee – Appointment of Chief Electoral Officer
- 12:00 – 1:15 pm Lunch
- 1:15 – 2:30 pm MN-S EY Presentation / Motion to Accept EY report / MN-S Finances
Proclamation of Election Date / CEO Approval
- 2:30 – 2:45 pm Break

2:45 – 3:30 pm Continue EY Presentation (Includes KPMG/Jay Watson)
3:30 – 4:30 pm Métis National Council – President Clem Chartier
4:30 pm Adjourn for the Day
5:00 pm Banquet & Entertainment to follow

Day 2:

9:00 – 9:05 am Opening Prayer
9:05 – 10:30 am Affiliate Reports
10:30 – 11:00 am Break
11:00 – 12:00 pm Constitutional Amendments / Resolutions

MNLA ends at 12:00 pm

12:00 – 1:00 pm Lunch

AGM Begins at 1:00 pm

1:00 – 1:30 pm Constitutional/Legislative Amendments
1:30 – 2:30 pm Open Forum
2:30 pm Closing Prayer

**Métis Nation – Saskatchewan Legislative Assembly
June 16, 2012 – Prince Albert**

Motion M001

Moved by: Myrtle Lockheed
Seconded by: Alex Morin

Therefore be it resolved that

We have established quorum and will not require another roll call.

For 46

Against 11

Abstain 3

Carried

Motion M002

Moved by: Shirley Ross
Seconded by: Angele Tousignant

Therefore, be it resolved that

To adopt the agenda with the addition of "Number 6 – Other"

For 57

Carried

Motion M003

Moved by: Viola Bell
Seconded by: Ethel Lee Flannigan

Therefore, be it resolved that

Kathy Hodgson-Smith and Will Goodon be the co-chairs of the 2012 Métis Nation Legislative Assembly.

For 44

Against 31

Carried

Motion 004

Moved by: Viola Bell
Seconded by: Tammy Mah

Therefore, be it resolved that

The MNLA accept the report of the MNLA Committee submitted by Allan Morin.

Abstain 1

Carried

Resolution 005

Moved by: Bryan Lee
Seconded by: Shirley Ross

Therefore, be it resolved that

We the duly authorized delegates of the MNLA hereby declare the elected term of office of the Provincial Metis Council has expired as of May 30, 2012.

For 20
Defeated

Motion M006

Moved by: Robert Doucette
Seconded by: Helene Johnson
Therefore, be it resolved that

Set the date for the next MN-S election for September 8, 2012

Against 1
Carried

Motion M007

Moved by: Robert Doucette
Seconded by: Monell Baily
Therefore, be it resolved that

The Chief Electoral Officer for the 2012 election be Meyer Norris and Penny

Amendment to the Motion

If Meyer Norris and Penny does not accept, that Dickson Bailey be second and Annette Yarmovich be number 3.

Carried

Resolution M008

Moved by: Helene Johnson
Seconded by: Al Rivard
Therefore, be it resolved that

The PMC recommends that the MNLA Committee become the operations committee of the MN-S during the period August 2, 2012 to election date.

For 45
Carried

Motion M009

Moved by: Louis Gardiner
Seconded by: Shirley Ross
Therefore, be it resolved that

The budget for the 2012 election be capped at \$350,000.

Carried

Motion M010

Moved by: Al Rivard

Seconded by: Helene Johnson

Therefore, be it resolved that

the newly elected Provincial Metis Council immediately undertake province-wide consultations to review the current MN-S Constitution and to provide recommendations for amendments to the next MNLA.

For 78

Carried

Motion M011

Moved by: Darlene McKay

Seconded by: Bryan Lee

Therefore, be it resolved that

in accordance to our Constitutions that each Local in good standing receive an amount of \$500.00 per year to hold Local meetings. The monies can come from the MN-S admin. fees charged by the MN-S in the program contribution agreements, since the executive was supposed to be working with the Regional Director and the Presidents. When we say Local in good standing, that they meet the requirements of our the Constitution for Local's in good standing. The monies will help in paying for rent, coffee, paper, pens and other expenses that the Local's may incur for meetings.

Signed by:

Robert A. Pocha

Betty Fitzsimmons

Curtis Breaton

Barry Robertson

Garry Sinclair

Felix Mathieu

Darlene McKay

Blanche E. Pott

Carried

Motion M012

Moved by: Shirley Ross

Seconded by: Lennard Morin

Whereas: There are war veterans of all race, color and creed and whereas, many are Métis Veterans here is Saskatchewan and all over Canada

Whereas: There is a "Special" Service held here in Saskatoon on Remembrance Day – November 11th at the Credit Union Centre (and all over Canada) once a year in honour of our Veterans

Whereas: We mention our Veterans at most MNS meetings and at all functions, but is there a Representative from the Métis Nation, laying a wreath at the above center on November 11th on behalf of all Métis people – no there is not.

Therefore, be it resolved that

from this day forward, I would like to request that the MN-S President (whomever it may be at the time) or his/her representative, make proper arrangements to lay a wreath on behalf of all Métis people to honour our Veterans on November 11th at the Remembrance Day Service, held here in the City of Saskatoon.

Therefore be it further resolved that

the Métis Nation either rent a wreath every year from the Legion, or purchase one to have every year, if you can purchase one, you would need to pick it up after the service.

Moved by Shirley Ross/President of Local #159

Seconded: Dazawray Landrie-Parker

Signed by: Alex Morin

Pat Lentendre

Henry Cummings

Carried unanimously

Motion M013

Moved by: Bryan Lee

Seconded by: Tammy Mah

Motion to adjourn

Métis Nation Annual General Meeting – June 16, 2012, Prince Albert

Motion A001

Moved by: Al Rivard

Seconded by: May Henderson

Therefore, be it resolved that

the AGA accept and adopt the motions made by the MNLA.


July 25/16

AMENDING AGREEMENT

FUNDING AGREEMENT NO.: 1415-HQ-000097

AMENDING AGREEMENT NO.: 0005

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

For the purposes of this Amending Agreement, the Minister of Indian Affairs and Northern Development represents Her Majesty the Queen in Right of Canada.

This Agreement refers to this party to the Agreement as the "Government of Canada".

And

Metis Nation - Saskatchewan, duly incorporated under the laws of Saskatchewan, Canada

This Agreement refers to this party to the Agreement as the "Recipient".

1. The purpose of this amending agreement

- 1.1 The parties to this amending agreement entered into a Funding Agreement that took effect on *April 1, 2014* (the "Agreement") and wish to amend it to *provide funding for the Back to Batoche 2016*.
- 1.2 Section 27 of the Agreement states that it may be amended by a written agreement signed by both parties.

2. The amendment

- 2.1 The parties therefore agree that:
 - (a) Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding of the Agreement is amended to include Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding of this amendment.
 - (b) Annex 3 - Conditions of Payments of the Agreement is amended to include Section 1.1 of this Amendment:

A Set Contribution Funding (SET) amount of up to fifty thousand dollars (\$50,000) for Fiscal Year 2016-2017.
 - (c) Annex 4 - Payment Plan of the Funding Agreement for Fiscal Year 2016-2017 is deleted and replaced with of the Agreement is deleted and replaced with Annex 4 - Payment Plan attached to this amending agreement.
 - (d) Annex 5 - Reporting Requirements and Due Dates - DIAND Funding of the Funding Agreement for Fiscal Year 2016-17 is deleted and replaced with Annex 5 - Reporting Requirements and Due Dates - DIAND Funding attached to this amending agreement.

3. Legal Consideration

- 3.1 All other terms of the Agreement remain unchanged.
- 3.2 This amending agreement takes effect once it has been signed by both parties.

<u>Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding</u>		
<u>Initiative</u> *program *service *activity	<u>Delivery Requirements</u>	<u>Adjustment Factor(s)</u>
Metis Contribution to Canada	The Recipient will carry out the <u>project</u> activities in accordance with the approved work plan, dated April 28, 2016, as well as any other terms and conditions set out in this Agreement. The Recipient must report on its progress in achieving the objectives, activities, and expected outcomes as specified in the approved work plan.	N/A

**Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**

As Of 2016/07/19

Arrangement #: 1415-HQ-000097

Arrangement Type: FA - OTHER

Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Sec.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$	
RET CONTRIBUTION FUNDING (RET)																
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Governance and Institutions of Government																
Program Activity: ABORIG RIGHTS & INTERESTS - BQ300																
Functional Area Group: REPRESENTATIVE ORGS - Q3803																
Functional Area: BASIC FUNDING FOR ARO (BOC ARO 2016-2017) - N003 (A0043 - ARO PROJECTS NOT UNDER THE \$20M CAP) (20170331)																
Fund: 315 Cost Center: A4245																
001	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	254,000.00	0.00	414,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Governance and Institutions of Government																
Program Activity: ABORIG RIGHTS & INTERESTS - BQ300																
Functional Area Group: INTERLOCUTOR PROG-GENERAL - Q3135																
Functional Area: METIS CONTRIB TO CANADA - N053 (A0000 - DEFAULT ACCOUNT)																
Fund: 354 Cost Center: A4245																
001	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA																
Governance and Institutions of Government																
Program Activity: ABORIG RIGHTS & INTERESTS - BQ300																
Functional Area Group: METIS RIGHTS MGMT - Q3133																
Functional Area: POWLEY 097-3 MNL, AQA, Comm, Meeting & Elections - N05F (A0546 - ARO MNDI PARTNERSHIPS & POLICY DEVELOPMT)																
Fund: 354 Cost Center: A4245																
001	0.00	0.00	208,000.00	392,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	0.00	550,000.00	0.00	1,376,000.00
TOTAL 2016-2017 RET CONTRIBUTION FUNDING (RET)																
	100,000.00	50,000.00	208,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	0.00	814,000.00	0.00	1,840,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA																
	100,000.00	50,000.00	208,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	0.00	814,000.00	0.00	1,840,000.00

**Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**
As Of 2016/07/18

<u>TOTAL 2016-2017</u>	100,000.00	50,000.00	200,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00
<u>GRAND TOTAL</u>															1,840,000.00

**Annex 4 - Payment Plan:
2.0 - Cash Flow by Fiscal Year by Department**
As Of 2016/07/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Budget	Funding	2014-2015	2015-2016	2016-2017	Total
Department of Indian and Northern Affairs Canada	Fixed Contribution	241,515.00	200,000.00	0.00	441,515.00
	Def Contribution	0.00	0.00	1,640,000.00	1,640,000.00
	Total	241,515.00	200,000.00	1,640,000.00	2,281,515.00
Total		241,515.00	200,000.00	1,640,000.00	2,281,515.00

Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month
 As Of 2018-07-19

Arrangement #: 1415-HQ-000087
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fixed Contribution															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2014-2015	0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	341,515.00
2015-2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	30,000.00	0.00	0.00	210,000.00
Total	0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	0.00	0.00	150,000.00	30,000.00	30,000.00	0.00	0.00	441,515.00

Set Contribution															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2016-2017	100,000.00	50,000.00	206,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00
Total	100,000.00	50,000.00	206,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00

Annex 4 - Payment Plan:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department

A4 Of 2018/07/19

This document is not available for multi-year Amendment

**Annex 4 - Payment Plan:
5.0 - Annex A to Annex 4 - Payment Plan - Adjustment Detailed Report**
As Of 2016/07/19

Arrangement #: 1415-HQ-000057
 Arrangement Type: PA - OTHER
 Recipient: 3374 - METIS NATION OF GASKATCHEWAN
 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Fiscal Year: 2016-2017

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
SET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIGINAL RIGHTS & INTERESTS - 00300															
Functional Area Group: INTERLOCUTOR PROG-GENERAL - G3130															
Functional Area: METIS CONTR TO CANADA - IN02 (AD000 - DEFAULT ACCOUNT)															
Fung: 754															
Cost Center: 64246															
001	0.00	0.00	0.00	\$0,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0,000.00
TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)															
	0.00	0.00	0.00	\$0,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	0.00	0.00	0.00	\$0,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0,000.00
TOTAL 2016-2017															
	0.00	0.00	0.00	\$0,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0,000.00
GRAND TOTAL															
	0.00	0.00	0.00	\$0,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0,000.00

Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of: 2016/07/19

Arrangement #: 1416-HQ-000097

Arrangement Type: FA - OTHER

Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
NET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG400															
Functional Area Group: REPRESENTATIVE ORGS - Q3103															
Functional Area: BASIC FUNDING FOR ARO (BDC ARO 2016-2017) - HGD'S (AD943 - ARO PROJECTS NOT UNDER THE \$20M CAP) (201703/31)															
Fund: 316															
Cost Center: A4246															
021	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284,000.00	0.00	414,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: INTERLOCUTOR PROG-GENERAL - Q3130															
Functional Area: METIS CONTRIB TO CANADA - NGE3 (AD000 - DEFAULT ACCOUNT)															
Fund: 394															
Cost Center: A4246															
001	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: METIS RIGHTS MGMT - Q3133															
Functional Area: POWLEY (07-3 ANLA, AGA, Consent, Meetings & Elections) - NGEF (AD046 - ARO NMSI PARTNERSHIPS & POLICY DEVELOP'T)															
Fund: 354															
Cost Center: A4246															
001	0.00	0.00	216,000.00	500,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	950,000.00	0.00	1,379,000.00
TOTAL 2016-2017 NET CONTRIBUTION FUNDING (SET)															
	100,000.00	50,000.00	206,000.00	540,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	100,000.00	50,000.00	206,000.00	540,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00

Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan
As Of 2016/07/19

<u>TOTAL 2016-2017</u>	100,000.00	50,000.00	206,000.00	440,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,840,000.00
<u>GRAND TOTAL</u>															1,840,000.00

**Annex 4 - Payment Plan:
2.0 - Cash Flow by Fiscal Year by Department**
As Of 2016/07/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Budget	Funding	2014-2015	2015-2016	2016-2017	Total
Department of Indian and Northern Affairs Canada	Fixed Contribution	241,515.00	200,000.00	0.00	441,515.00
	Def Contribution	0.00	0.00	1,840,000.00	1,840,000.00
	Total	241,515.00	200,000.00	1,840,000.00	2,281,515.00
Total		241,515.00	200,000.00	1,840,000.00	2,281,515.00

**Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**
As Of 2016/07/19

Arrangement #: 1416-HQ-000097
Arrangement Type: FA - OTHER
Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fixed Contribution															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2014-2015	0.00	102,525.00	0.00	34,595.00	34,495.00	34,495.00	34,495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241,515.00
2015-2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190,000.00	35,000.00	20,000.00	0.00	0.00	205,000.00
Total	0.00	102,525.00	0.00	34,595.00	34,495.00	34,495.00	34,495.00	0.00	0.00	190,000.00	35,000.00	20,000.00	0.00	0.00	441,515.00

Set Contribution															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2016-2017	100,000.00	50,000.00	206,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,500.00	0.00	1,640,000.00
Total	100,000.00	50,000.00	206,000.00	640,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,640,000.00

Annex 4 - Payment Plan:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department

A4 OF 2018/07/19

This document is not available for multi-year Amendment

**Annex 4 - Payment Plan:
5.0 - Annex A to Annex 4 - Payment Plan - Adjustment Detailed Report**
As Of 2016/07/19

Arrangement #: 1416-HQ-000097

Arrangement Type: FA - OTHER

Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total
SET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - 20300															
Functional Area Group: INTERLOCUTOR PROG-GENERAL - Q3130															
Functional Area: METIS CONTRIB TO CANADA - NQK3 (A0000 - DEFAULT ACCOUNT)															
													Fund: 354		
													Cost Center: A4246		
001	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)															
	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
TOTAL 2016-2017															
	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00
GRAND TOTAL															
	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00

Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
METIS NATION OF SASKATCHEWAN (3374)
Reporting Requirement Adjustments

Arrangement No.: 1415-HQ-000097

Funding Agreement for other recipients

Program / Functional Area Group / Report Name	Reports Due
---	-------------

ABORIG RIGHTS & INTERESTS

INTERLOCUTOR PROG-GENERAL

41772 - (41772) - Federal Interlocutor Contribution Program Report
Final Activity and Financial Report - Back to Batoche 2016

2017/04/30

**Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
METIS NATION OF SASKATCHEWAN (3374)**

Arrangement No.: 1415-HQ-000097

Funding Agreement for other recipients

Program / Functional Area Group / Report Name	Reports Due
ABORIG RIGHTS & INTERESTS	
INTERLOCUTOR PROG-GENERAL	
41772 - (41772) - Federal Interlocutor Contribution Program Report Final Activity and Financial Report - Back to Baloché 2016	2017/04/30
METIS RIGHTS MGMT	
41772 - (41772) - Federal Interlocutor Contribution Program Report 097 - BOC & FICP Final Activity and Financial Report	2017/04/30
REPRESENTATIVE ORGS	
1323248 - (1323248_002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government <i>* Consolidated Report - Applicable only once (See note 1 below)</i>	
Annual #1 - DCI Final Activity & Financial Report April 1, 2016-March 31, 2017	2017/04/30
TP - Financial	
No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model) <i>* Consolidated Report - Applicable only once (See note 1 below)</i>	
Annual Audited Financial Statement (General Reporting Model)	2017/07/29
TP - Intervention	
No DCI - (00918) - MAP Quarterly Follow-Up Submission <i>* Consolidated Report - Applicable only once (See note 1 below)</i>	
Quarterly #1 - Progress report - activity and financial reporting	2016/07/16
Quarterly #2 - Progress report - activity and financial reporting	2016/10/15
Quarterly #3 - Progress report - activity and financial reporting	2017/01/15
Quarterly #4 - Progress report - activity and financial reporting	2017/04/15

Program / Functional Area Group / Report Name

Reports Due

Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag " Consolidated Report - Applicable only once (See note 1 below)"

Annex A - Notice of Change(s) to Reporting Requirement

As Of 2016/07/19

3374 - METIS NATION OF SASKATCHEWAN

Program / Service / Area	DCMF - Name of Report / Prescribed Information	Arrangement Number	Fiscal Year	Original Due Date	Previous Revised Due Date	New Revised Due Date	Status
BG300 - ABORIG RIGHTS & INTERESTS	41772 - (41772) - Federal Interlocutor Contribution Program Report - Final Activity and Financial Report - NRK to Natsis 2016	1415-HQ-000097	2016-2017	2017/03/31	N/A	2017/04/30	N/A

N/A: Lack of data. It does not apply to the situation.

AMENDING AGREEMENT

FUNDING AGREEMENT NO.: 1415-HQ-000097

AMENDING AGREEMENT NO.: 0003 in year 3 of 3

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

For the purposes of this Amending Agreement, the Minister of Indian Affairs and Northern Development represents Her Majesty the Queen in Right of Canada.

This Agreement refers to this party to the Agreement as the "Government of Canada".

And

Metis Nation- Saskatchewan duly incorporated under the laws of Saskatchewan, Canada

This Agreement refers to this party to the Agreement as the "Recipient".

1. The purpose of this amending agreement

1.1 The parties to this amending agreement entered into a Funding Agreement that took effect on 2014 April 1 (the "Agreement") and wish to amend it to provide a budget adjustment to release the remaining funds under the master arrangement for Basic Organizational Capacity for Aboriginal Representative Organizations and to include funding for Metis Right Management to support MN-S to move forward in addressing governance challenges and continue the approach of reconciliation and moving forward, together.

1.2 Section 27 of the Agreement states that it may be amended by a written agreement signed by both parties.

2. The amendment

2.1 The parties therefore agree that:

(a) Further to Part 3 - Recipient Duties; Section 12 - Recipient accountability for the obligations in this Agreement; section 12.1 and 12.2 - Delegations under this arrangement it is required that:

12.3 Any agreement that the recipient may enter into with an agency to carry out or manage all or part of an initiative funded under this agreement must be in a form acceptable to Canada.

12.4 The recipient and agency agree that the recipient may terminate the agreement without cause in the event that Canada determines the agreement with the agency is no longer necessary or Canada is no longer satisfied with the arrangement for any reason.

(b) Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding of the Agreement is amended to include Metis Right Management listed in Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding attached to this amending agreement.

(c) Annex 3 - Conditions of Payments of the Agreement is amended as follows:

1. General Matters

Section 1.1 - Subject to the terms of this Agreement, maximum amounts payable by DIAND to the Recipient by fiscal year are as follows:

A SET amount of up to one million three hundred and seventy six thousand dollars (\$1,376,000) for Fiscal Year 2016-2017 to support Metis Rights Management in addressing governance challenges and continue the approach of reconciliation and moving forward, together.

2. Payment Specifics

2.2 - Annex 4 sets out an amount of "pooled" funds that DIAND will pay to the Recipient before or after eligible expenditures are made if the Recipient meets the following conditions:

INAC will agree to release, upon signing, the remaining Basic Organizational Capacity for Aboriginal Representative Organizations (BOC) funds held in "pool" as well as funding associated under Managing Metis Rights stream as per budget and cash-flow in accordance with Terms of Reference attached to this amending agreement.

(d) Annex 4 - Payment Plan has been deleted and replaced with Annex 4 - Payment Plan attached to this amending agreement.

- (e) Annex 5 - Reporting Requirements and Due Dates - DIAND Funding deleted and replaced with Annex 5 - Reporting Requirements and Due Dates - DIAND Funding attached to this amending agreement.
- (f) Annex 6 - Management Action/Development Plan developed in Year two of three to re-engage the recipient is now complete and therefore not applicable for this amendment.

3. Legal Consideration

- 3.1 All other terms of the Agreement remain unchanged.
- 3.2 This amending agreement takes effect once it has been signed by both parties.

SIGNED ON _____
by the Government of Canada's authorized representative(s):

Ian Ketcheson, Director
Department of Indian Affairs and Northern Development

Witness:

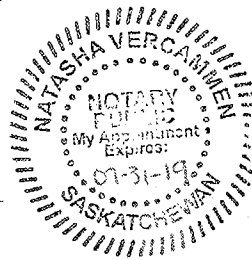
Name and Title

SIGNED ON June 20/16
by the Recipient's authorized representative(s)

Robert Doucette
Robert Doucette, President
I have the authority to bind the corporation.

Witness:

N. Vercaammen
Natasha Vercaammen
Name and Title Notary Public



W. Ross

Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding

Métis and Non-Status Indian Organizational Delivery Requirements:

The Recipient will carry out the project activities in accordance with the attached Terms of Reference and budget, dated May 2016, as well as any other terms and conditions set out in this Agreement. The Recipient must report on its progress in achieving the priorities, targets, and expected outcomes as specified in the attached Terms of Reference and Budget

Agreement No.: 1415-HQ-000097

Initiative:

- Métis Rights Management (Program Activity)
- Métis Rights Management

Adjustment Factor:

0%Variance - not applicable

NW
POD

MÉTIS NATION-SASKATCHEWAN PROPOSED APPROACH
TERMS OF REFERENCE
MAY 2016

Objectives

The Department of Indigenous and Northern Affairs (INAC) proposes to provide financial resources to the Métis Nation – Saskatchewan (MN-S) to implement the following strategy. Funding for the strategy outlined below represents a continuation of the approach initiated in December 2015 to support the leadership of the Métis Nation-Saskatchewan in moving beyond its longstanding governance challenges by way of a facilitated, consensus-based conciliatory approach resulting in a successful Métis Nation Legislative Assembly and election.

Similar to the previous phases of this approach, this strategy has been developed with the following principle objectives in mind:

- To re-establish a strong, reliable and legitimate voice to represent the Métis of Saskatchewan and to allow them to participate in and inform long-term policy development
- Foster conditions for the establishment of a strong Nation-to-Nation relationship between Canada and the Métis Nation- Saskatchewan.
- To protect the significant investments to date by Canada and the Métis Nation – Saskatchewan, particularly in the Métis Citizenship Registry.
- To support a facilitated, consensus-based conciliatory resolution that respects the democratic institutions and processes of the Métis Nation - Saskatchewan and the right of the Métis of Saskatchewan to manage their own internal matters.

Key Elements

- In order to build upon the above principles, the department requests a work plan and cash flow consisting of two major streams of activities, the first of which will support the hosting of the Métis Nation Legislative Assembly and General Assembly. The second stream would provide support for the coordination and implementation of the 2016 Métis Nation – Saskatchewan election.
- These two streams would need to run concurrently as the Métis Nation–Saskatchewan Constitution indicates that the Métis Nation Legislative Assembly is responsible to call an election.
- Continuing and building upon earlier progress, both streams of activities would be administered by a third-party, expert advisor chosen by MN-S. Based upon conversations with all members of the MN-S leadership, Canada understands that MN-S will be choosing to continue its relationship with Ernst & Young in this capacity.

Stream one — Key Activities

1. Continued retention of expert advisory support

- The Department recommends that the MN-S contract with an appropriate expert advisor to oversee the management of funding and operations for all subsequent elements of the proposed plan.
- Departmental officials understand that MN-S has chosen to continue to retain Ernst & Young in this capacity.
- Up to \$600,000 would be made available to fund this activity up until March 31, 2017.

2. Communications plan

- MN-S will undertake direct, non-partisan communications efforts to inform the Métis in Saskatchewan of the upcoming Métis Nation Legislative Assembly, General Assembly, and elections.
- Elements would include restoring and updating the MN-S website, interviews where required, information notices in newspapers, information session at the 2016 Back to Batoche Festival.
- In addition to its regular duties overseeing the management of funding and operations, the expert advisor would be required to supervise communications activities to ensure they are undertaken in a non-partisan manner that is consistent with the objectives of the proposed funding approach.
- Up to \$20,000 would be made available to fund this activity

3. Planning and organizational meetings

- In order to prepare for the assembly and the 2016 MN-S elections, preparatory meetings of the Provincial Métis Council, its sub committees (i.e. finance, elections, and MNLA), and regional councils will be required.
- The Department will provide funding for the following meetings:
 - Five (5) Provincial Métis Council meetings, including three (3) leading up to the Métis National Legislative Assembly and two (2) in each quarter following the 2016 election;
 - Sub-committee meetings, as determined by the Provincial Métis Council, leading up to the assembly and through to the 2016 election; and
 - One (1) meeting for each of the twelve regional councils leading up to assembly.
- Up to \$160,000 would be made available to fund this activity.

4. Métis Nation Legislative Assembly (MNL) and General Assembly

- Article 2 of the Constitution of the Metis Nation-Saskatchewan relates to the MNL. Below are a few key sections contained within the Constitution:
 - 2(1). There shall be a MNL which shall be the governing authority of the Métis Nation-Saskatchewan.
 - 2(3). The MNL shall have the authority to enact legislation, regulations, rules and resolutions governing affairs and conduct of the Metis in Saskatchewan.

2(10). All budgets shall be determined by the Métis Nation Legislative Assembly, based upon the recommendations of the Provincial Métis Council.

- The Department will fund the coordination and implementation of the 2016 Métis Nation Legislative Assembly and General Assembly. However, the expert advisor would be required to oversee all activities related to these Assemblies to ensure they are undertaken in a neutral, non-partisan manner. This is in addition to the expert advisor's regular duties overseeing the management of funding and operations.
- In order to support preparation for the assembly, a portion of this funding could be used to support legal services related to governance matters including constitutional discussions.
- Up to \$210,000 would be made available to fund this activity.

Stream two – Key Activities

5. 2016 Métis Nation – Saskatchewan elections

- Realizing that the MN-S must begin preparatory work immediately for the election, the Métis Nation-Saskatchewan would be encouraged to contract with an external neutral expert to undertake necessary activities leading up to the Assembly in line with the *Saskatchewan Métis Elections Act, 2007*.
- In order for an election to take place, a resolution from the Métis Nation Legislative Assembly is required to be adopted. The contribution agreement will provide an initial allocation of \$250,000, which would enable MN-S to secure an external neutral expert who could begin work immediately and undertake activities leading up to the Assembly.
- Stage two activities would commence after the adoption of the Métis Nation Legislative Assembly resolution calling for an election.
- Following receipt of a workplan and cashflow, the department will have up to \$550,000 in total for activities to be undertaken in the second stage.
- As per section 100(1) the *Saskatchewan Métis Elections Act, 2007*, the external neutral expert is required to submit a final report to the MN-S, who in turn would provide it to the Department.

Metis Nation - Saskatchewan Expense	Payment Period 1			Payment Period 2			Payment Period 3			Payment Period 4			Total
	April	May	June	July	August	September	October	November	December	January	February	March	
Stream 1													
A.I.a. Resource: History Book													
Expert Advisory Services	150,000		450,000										600,000
Communications Plan			20,000										20,000
Travel & Meetings				130,000			15,000			15,000			160,000
Annual General Assembly & Metis Nation Legislative Assembly				210,000									210,000
													0
													0
Stream 2													
2016 Election													0
Stage 1 - Preparatory				250,000									250,000
Stage 2 - Election						0						Pool	550,000
													0
													0
													0
Total	150,000	0	470,000	590,000	0	0	15,000	0	0	15,000	0	0	1,790,000

Basic Org Capacity 414,000 (BOC)
 Managing Metis Rights 1,376,000 (Powley)
1,790,000

M. J. [Signature]

Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2016/06/15

Arrangement #: 1415-HQ-000097

Arrangement Type: FA - OTHER

Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
SET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: REPRESENTATIVE ORGS - G3803															
Functional Area: BASIC FUNDING FOR ARO (BOC ARO 2016-2017) - NGDB (AD043 - ARO PROJECTS NOT UNDER THE \$20M CAP) (2017/03/31)															
													Fund: 319		
													Cost Center: A4246		
001	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: METIS RIGHTS MGMT - G3133															
Functional Area: POWLEY (097-3 MNLA, AGA, Commz, Meeting & Elections) - NGEF (AD046 - ARO MNSI PARTNERSHIPS & POLICY DEVELOP'T)															
													Fund: 394		
													Cost Center: A4246		
001	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00
TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)															
	100,000.00	50,000.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,790,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	100,000.00	50,000.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,790,000.00
TOTAL 2016-2017															
	100,000.00	50,000.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,790,000.00
GRAND TOTAL															
															1,790,000.00

M. J. J.

**Annex 4 - Payment Plan:
2.0 - Cash Flow by Fiscal Year by Department**
As Of 2016/06/15

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Budget	Funding	2014-2015	2015-2016	2016-2017	Total
Department of Indian and Northern Affairs Canada	Fixed Contribution	241,515.00	200,000.00	0.00	441,515.00
	Set Contribution	0.00	0.00	1,790,000.00	1,790,000.00
	Total	241,515.00	200,000.00	1,790,000.00	2,231,515.00
Total		241,515.00	200,000.00	1,790,000.00	2,231,515.00

Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month

As Of 2016/06/15

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fixed Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2014-2015	0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241,515.00
2015-2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00
Total	0.00	103,525.00	0.00	34,505.00	34,495.00	34,495.00	34,495.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	441,515.00

Set Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2016-2017	100,000.00	50,000.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,790,000.00
Total	100,000.00	50,000.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	814,000.00	0.00	1,790,000.00

*M
 2/15/15*

Annex 4 - Payment Plan:
4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department
As Of 2016/06/15

This document is not available for multi-year Amendment

W
BP

Annex 4 - Payment Plan:
5.0 - Annex A to Annex 4 - Payment Plan - Adjustment Detailed Report
 As Of 2016/03/15

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
SET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: METIS RIGHTS MGMT - G3133															
Functional Area: POWLEY (097-3 MNLA, AGA, Commz, Meeting & Elections) - NGEF (AD046 - ARO MNSI PARTNERSHIPS & POLICY DEVELOP'T)															
Fund: 394 Cost Center: A4246															
001	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00
TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)															
	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00
TOTAL 2016-2017															
	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00
GRAND TOTAL															
	0.00	0.00	206,000.00	590,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	550,000.00	0.00	1,376,000.00

Handwritten initials

Annex 5 - Reporting Requirements and Due Dates - DIAND Funding
METIS NATION OF SASKATCHEWAN (3374)
Reporting Requirement Adjustments

Arrangement No.: 1415-HQ-000097

Funding Agreement for other recipients

Program / Functional Area Group / Report Name	Reports Due
ABORIG RIGHTS & INTERESTS	
METIS RIGHTS MGMT	
41772 - (41772) - Federal Interlocutor Contribution Program Report	2017/04/30
097 - BOC & FICP Final Activity and Financial Report	

M. Ross

Annex 5 - Reporting Requirements and Due Dates - DIAND Funding METIS NATION OF SASKATCHEWAN (3374)

Arrangement No.:

1415-HQ-000097

Funding Agreement for other recipients

Program / Functional Area Group / Report Name	Reports Due
ABORIG RIGHTS & INTERESTS	
METIS RIGHTS MGMT	
41772 - (41772) - Federal Interlocutor Contribution Program Report	
097 - BOC & FICP Final Activity and Financial Report	2017/04/30
REPRESENTATIVE ORGS	
1323248 - (1323248_002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government	
* Consolidated Report - Applicable only once (See note 1 below)	
Annual #1 - DCI Final Activity & Financial Report April 1, 2016-March 31, 2017	2017/04/30
TP - Financial	
No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model)	
* Consolidated Report - Applicable only once (See note 1 below)	
Annual Audited Financial Statement (General Reporting Model)	2017/07/29
TP - Intervention	
No DCI - (0091B) - MAP Quarterly Follow-Up Submission	
* Consolidated Report - Applicable only once (See note 1 below)	
Quarterly #1 - Progress report - activity and financial reporting	2016/07/16
Quarterly #2 - Progress report - activity and financial reporting	2016/10/15
Quarterly #3 - Progress report - activity and financial reporting	2017/01/15
Quarterly #4 - Progress report - activity and financial reporting	2017/04/15

Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag '* Consolidated Report - Applicable only once (See note 1 below)'

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Annex A - Notice of Change(s) to Reporting Requirement

As Of 2016/06/15

3374 - METIS NATION OF SASKATCHEWAN

Program / Service / Area	DCI# - Name of Report / Prescribed Information	Arrangement Number	Fiscal Year	Original Due Date	Previous Revised Due Date	New Revised Due Date	Status
BG300 - ABORIG RIGHTS & INTERESTS	41772 - (41772) - Federal Interlocutor Contribution Program Report - 097 - BOC & FICP Final Activity and Financial Report	1415-HQ-000097	2016-2017	2017/03/31	N/A	2017/04/30	N/A

N/A: Lack of data, it does not apply to the situation.

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RUN DATE TIME/DATE-HRE-PASSAGE: 2016-05-06 13:59:04 PAGE: 1
 PRIORITY PAYMENT CHEQUE REGISTER / REGISTRE DE CHEQUES DE PAIEM. PRIO.
 RESTRICTED / DIFFUSION RESTREINTE
 PROGRAM/NAME/NOM DU PROGRAMME: PRINT/REPRINT PRIORITY PAYMENT/
 IMPRESSION/REIMPRESSION DE PAIEM. PRIORITAIRES

PAYABLE TO / PAYABLE A: PYMNT AMT/MONTANT PAIEM. 150,000.00
 METIS NATION - SASKATCHEWAN PYMNT DUE DATE/ DATE ECH. 2016-05-06
 SECRETARIAT INC PYMNT REF NO/NO REF PAIEM 26 02 00060484
 ATT: E SHOFOROST CPA, CA ERNST CHEQUE FORM NO/NFC 4473 00056512
 410 22ND ST E SUITE 1200 CURR CD/CGDE DEUISE. 01 CANADIAN /CAN.
 SASKATOON, SK EXCHANGE RATE/TAUX CHANGE 1.000000000000
 CLIENT TEXT / TEXTE DU CLIENT STUB REF NO/ NO REF. DU TALON
 OI GCIMS336944
 END OF REPORT / FIN DU RAPPORT

No ref Paiem/ Pymnt-ref No: 260200060484-0001
 OUR REF: 0420:0000011855/2017
 No Ref/Ref No: OI GCIMS336944
 Mont. Amt: 150,000.00
 REF:1415-HQ-000097 PP-02 CI:613-858-9456 R.003nca1
 Contact: SKY TWORIVERS
 Telephone: (819) 953-4833

Gouvernement du Canada

Government of Canada

Canada

4473-00056512

260200060484

METIS NATION - SASKATCHEWAN
 SECRETARIAT INC

DATE: 2016-05-05
 MM/YY

150000.00

CENT CINQUANTE MILLE ET 00/100 DOLLARS
 ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS

Le receveur général du Canada / Receiver General for Canada

Le sous-receveur général du Canada / Deputy Receiver General for Canada

⑆00000⑈ 117⑆ 447300056512⑈

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PRIORITY PAYMENT CHEQUE REGISTER / REGISTRE DE CHEQUES DE PAIEM. PRIO.
RESTRICTED / DIFFUSION RESTREINTE

PROGRAM/NAME/NOM DU PROGRAMME: PRINT/REPRINT PRIORITY PAYMENT
IMPRESSION/REIMPRESSION DE PAIEM. PRIORITAIRES

PAYABLE TO / PAYABLE A	PYMNT AMT/MONTANT PAIEM.	150,000.00
METIS NATION - SASKATCHEWAN	PYMNT DUE DATE/ DATE ECH.	2016-05-06
SECRETARIAT INC.	PYMNT REF NO/NO REF PAIEM	26 02 00060484
ATT: E SHOFOROST CPA, CA ERNST	CHEQUE FORM NO/NFC	4473 00056512
410 22ND ST E SUITE 1200	CURR CD/CODE DEVISE	01 CANADIAN /CAN.
SASKATOON SK	EXCHANGE RATE/TAUX CHANGE	1.000000000000
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	OI GCIMS336944	

END OF REPORT / FIN DU RAPPORT

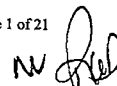
No ref Paiem/ Pymnt ref No: 260200060484-0001
 OUR REF: 0420:0000011855/2017
 No Ref / Ref No: OI GCIMS336944

REF:1415-HQ-000097 PP:32 OT:613-858-5456 R.Quinta1
 Mont/Amt: 150,000.00

Contact: SKY TWORKERS
 Telephone: (819) 953-4833

**AMENDING AGREEMENT
FOR SUBSEQUENT YEARS OF AN ARFA OTHER**

FISCAL YEAR 2016/2017

A handwritten signature in black ink, appearing to be 'M. J. ...', located at the bottom right of the page.

AMENDING AGREEMENT

FOR use with Funding Agreement Model for OTHER Recipients

AGREEMENT NO.: 1415-HQ-000097

AMENDMENT NO.: year 3 of 3

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

For the purposes of this Amendment, the Minister of Indian Affairs and Northern Development, represents Her Majesty the Queen in Right of Canada.

This Amendment refers to this party to the Agreement as the

"Government of Canada".

AND

METIS NATION OF SASKATCHEWAN

duly incorporated under the laws of Saskatchewan, Canada,

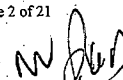
This Amendment refers to this party to the Agreement as the

"Recipient".

Whereas the Parties entered into a funding agreement (the "Agreement") on April 1, 2014, and a subsequent amending agreement entered into on February 9, 2016, wish to amend the Agreement in order to engage subsequent year negotiated Basic Organizational Capacity for Aboriginal Representative Organizational (BOC) funding;

The Parties agree as follows:

- 1.0 The amendments set out in this amending agreement apply only in respect of the 2016-2017 Fiscal Year covered by the Agreement.
- 2.0 Annex 2 - Programs, Service, and Activity Delivery Requirements and Adjustment Factors - DIAND funding is adjusted to reflect the potential for payments up to \$414,000. for fiscal year 3 of 3.
- 3.0 Annex 3 - Conditions of Payment - DIAND funding, Section 1.1 and 1.2 are amended to include the following:
 - 1.1 Subject to the terms of this Agreement, DIAND will pay to the Recipient up to the amounts set out in Annex 4 - Payment Plan for that fiscal year.
An amount of up to one hundred and fifty thousand dollars (\$150,000) for the first three months of Fiscal Year 2016-2017 will be provided for Basic Organizational Capacity for Aboriginal Representative Organizations (BOC) funding;
Upon successful negotiations, funding up to an amount of up to two hundred and sixty four thousand dollars (\$264,000) for the remaining nine months of Fiscal Year 2016-2017 may be provided for Basic Organizational Capacity for Aboriginal Representative Organizations (BOC) funding.
 - 1.2 The Payment Plan in Annex 4 identifies the maximum amounts for each initiative for each fiscal year.
- 4.0 Annex 4 - Payment Plan: Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan of the Agreement is deleted and substituted with Annex 4 Payment Plan: Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan as attached to this Amendment.
- 5.0 Annex 5 - Reporting Requirements and Due Dates - DIAND Funding is added to the Agreement as attached to this Amendment.
- 6.0 All other terms and conditions of the Agreement and its amendments will continue in full force and effect.



This Amendment has been executed on behalf of the Parties by their duly authorized representatives.

Signed on [insert date] May 4/16 by the
Government of Canada's authorized representative(s):

Signed on [insert date] May 1/16 by the
Recipient's authorized representative(s):

[Signature]

Ian Ketcheson, Director,
Metis & Non Status Indian Relations Directorate
Department of Indian Affairs and Northern
Development

[Signature]

Robert Doucette, President
Metis Nation - Saskatchewan
I have the Authority to bind the corporation.

Witness:

[Signature]

Katelin Pelletier, Senior Advisor INAC
[insert name and title]

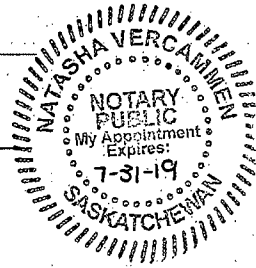
Date: May 4/16

Witness:

[Signature]

[insert name and title]

Date: May 1/16



[Signature]

Métis Nation-Saskatchewan



**BOC 2014/17 Workplan and Bud
AMENDED to continue implementation of
equitable strategy - Q1 planned; Q2,3,4
anticipated
Indigenous and Northern Affairs Canada
Basic Organizational Capacity (BOC)**

2016-17

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Preamble

Registration and Incorporation

The Métis Society of Saskatchewan was founded in the 1930's. Originally named the *Métis Society of Saskatchewan*, it changed names in 1976 to the *Association of Métis and Non-Status Indians of Saskatchewan*, and finally, in 1988, reflecting Métis recognition in the Constitution of Canada, to the *Métis Nation of Saskatchewan, (M N of S)*. It became the *Metis Nation-Saskatchewan Secretariat, Inc.*, (known commonly as the MN-S); on April 1st, 2001 and on the 28th day of January, 2002, it was incorporated in the Métis Act, recognized as Chapter M-14.01 of the Statutes of Saskatchewan (2001).

Latest Stat Can information has identified 48,120 Métis within Saskatchewan. Saskatchewan leaders estimate a range higher; between 60,000 to 80,000 Métis. The Métis Act created the Métis Nation- Secretariat Inc. as a body corporate for bilateral relations on behalf of the Métis within the province. In the 2007 election approximately 5,300 Métis people registered to vote in the MNS elections. Currently the new registry (established in 2009) has approximately registered 4,000 Metis citizens and continues to process the 3,000 applications on file with more applications filed daily with the Registry.

Vision

Saskatchewan Métis citizens will enjoy prosperity, opportunity, security and a high quality of life as full participants in a thriving, sustainable Saskatchewan, Métis economy. We greet the future with confidence, knowing that our Métis communities are and will continue to be among the best places in Canada in which Métis live, are and will continue to be educated, work, visit, invest and participate in Métis Cultural Activities.

Mission

MN-S will, both on its own and through partnerships with Aboriginal and Non-Aboriginal governments, institutions and businesses, lead the way in meeting the political, economic and social needs of Métis people in Saskatchewan, through holistic approaches to the provision of affordable, comprehensive, culturally-appropriate, healthy, safe, sustainable program and service options.

Principles

1. Métis Citizens have a right to opportunities for economic, cultural, social and political inclusion, and a responsibility to participate and contribute within their capacities.
2. Citizenship for all Métis people is a shared responsibility and is achieved through partnerships among individuals, families, communities, institutions and governments.
3. Sustainable Métis political, financial, economic, resources, land, justice, health, education and social policy reflects widely shared values and is developed through open dialogue with Métis and Non-Métis governments, suppliers of goods and services, clients, stakeholders, the Métis public and the public at large.

4. Interventions to support Métis citizenship should be built on the best evidence of what works.
5. Programs and services should be the least intrusive possible to achieve desired objectives.
6. MN-S with primary accountability through its Executive, PMC and MNLA to its membership, is accountable to its government, institutional and business partners, the Métis public and the public at large for the effectiveness and efficiency of its programs and services.

Executive Members

As of the election are now:

- President
- Vice President
- Treasurer
- Secretary

On September 8th, 2012, the Métis citizens of Saskatchewan elected the following representatives as Regional Directors with a mandate to act as Community Economic/Social and Governance Development Officers.

- Northern Region I
- Northern Region II
- Northern Region III
- Eastern Region I
- Eastern Region II
- Eastern Region IIA
- Eastern Region III
- Western Region I
- Western Region IA
- Western Region II
- Western Region IIA
- Western Region III
- Women Representative
- Youth Representative

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Governance Mandate

The MN-S, is the governing body (pursuant to S. 35. 1 *Constitution Act, 1982*), mandated by its citizens to represent for the interests of those citizens

The MN-S, as a governing body, has a membership to an identifiable group of Métis communities, and/or organizations. The MN-S applies its representation to Métis citizens residing within the Provincial boundaries of the Province of Saskatchewan.

The MN-S, as a governing body, has demonstrated that it has the support and is representative of the majority of potential constituents within its jurisdiction.

The MN-S, as a governing body, does not receive other core funding from any other federal department, including AANDC for the purpose of maintaining a basic organizational capacity to represent or advocate for the interest of its citizens.

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The Proposal:

The Métis Nation – Saskatchewan will continue to work closely with Indigenous and Northern Affairs Canada (INAC) to further implement the strategy developed in 2015-2016 to re-engage the department. This strategy was developed with the following principle objectives in mind for fiscal year 2015-2016. The MN-S will continue to build on the same for 2016-2017:

- To re-establish a strong, reliable and legitimate interlocutor to represent the Métis of Saskatchewan and to allow them to participate in and inform long-term policy development;
- Foster conditions for the establishment of a strong Nation-to-Nation relationship between Canada and the Métis Nation;
- To protect the significant investments to date by Canada and the Métis Nation – Saskatchewan, particularly in the Métis Citizenship Registry; and,
- To support a facilitated, consensus-based conciliatory resolution that respects the democratic institutions and processes of the Métis Nation - Saskatchewan that the right of the Métis of Saskatchewan to manage their own internal matters.

Key Activities

In order to continue implementing the above principles, MN-S supported the five point plan of 2015-2016 and continues under consistent support by INAC (the Department). Pursuant to the MNS Agreement, the "Expert advisor" shall oversee the management of funding ("the Funds") and operations for the elements of the agreed upon work plan, including the following:

1. Retain expert advisory support

MN-S will again retain the services of Ernst & Young as an appropriate external advisor acceptable to both the organization and the Department. They will continue to oversee the management of funding and operations for all elements of this proposed plan.

Activities & Deliverables:

MN-S will continue engagement of services from Ernst and Young as an appropriate external advisor to the MN-S. This includes, but not limited to, using funds received to issue payments (disbursements) on behalf of MN-S; the proposal/contract of the engaged party; statement of qualifications; and, statement of work; operate a segregated trust bank account to manage receivables & payable funds for the 2016 "Back To Batoche" celebrations as authorized by the Batoche planning committee. Any other matters which EY and MN-S

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agree are relevant to carrying out MN-S' obligations under the MN-S Agreement, and which are approved by the Government of Canada.

- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016
- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016

2. Hold one Provincial Métis Council meeting

The MN-S will call and hold one meeting of the Provincial Métis Council. This will continue the forward movement of the organization on a path towards a duty called Métis National Legislative Assembly.

Activities & Deliverables:

- Submit invitation to ensure at least one representative of Canada be in attendance;
- Minutes of meeting be professionally developed and provided as part of a monitoring report after each meeting.
- reimburse expenses associated with the Meeting in accordance with the existing Government of Canada expense reimbursement policy, a copy of which is available at [<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>] (receipts for all reimbursable expenses must be scanned and provided to EY);
- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016
- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016

* April 16-17, 2016: Regina RCO

K. Ian Ketcheson

3. Safeguarding of the Métis Registry

The Registry, along with supporting genealogical resources, represents a significant investment and important asset for the Métis of Saskatchewan; consequently, ensuring its integrity is critical for the MN-S.

Activities & Deliverables:

The expert advisor as engaged by the MN-S, with the support of the department and the MN-S will seek an offsite backup of the registry data through an appropriate secure data storage service. In this, the MN-S will request or require the expert advisor act as a

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caretaker for the assets of the organization. This includes but is not limited to the paper documents, information technology and related peripherals, current rental building, including the payment of rent for an interim period.

Provide confirmation of engagement of services of an appropriate advisor to Canada. This includes, but not limited to, the proposal/contract of the engaged party; statement of qualifications; and, statement of work.

- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016
- FICP #41772 DCI: Activity and Financial Report: Due July 29, 2016

Management plan for continued momentum on re-engaging with Canada:

Funds are to be released upon confirmation of continued engagement of services of Ernst & Young as the appropriate advisor. This includes the updated statement of qualifications and statement of work.

Supported by Provincial Métis Council resolutions, will be required for any and all decisions of the Provincial Métis Council as a part of this process.

Funds are to be released upon confirmation of agreed consensus.

The Department will fund this only on the condition that the President and Vice President continue to agree on Ernst & Young as the appropriate individual acceptable to both the organization and the department and continue to work towards a duly called MNLA.

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Budget 2014/17

BOC 2014/15	\$414,000
Executive	
President	\$75,000.00
Vice President	\$75,000.00
Treasurer	\$75,000.00
Secretary	\$65,000.00
Total Executive	\$290,000.00
Professional Fees	
Finance	\$45,000.00
Total Professional Fees	\$45,000.00
Rent	\$22,850.00
Total Rent	\$22,850.00
Salaries	
Admin Support	\$11,000.00
Total Salaries	\$11,000.00
Benefits	
Executive	\$43,500.00
Employee 15%	\$1,650.00
Total Benefits	\$45,150.00
Total	\$414,000.00

BOC 2015/16	\$414,000
(available funds up to)	
Professional Fees	
External Facilitator	\$25,000.00
Registry Management	\$50,000.00
Expert external Advisory Services	\$75,000.00
Total Professional Fees	\$150,000.00
MN-S PMC meetings	\$50,000.00
Total Meetings	\$50,000.00
Total	\$200,000.00
Balance	-

BOC 2016/17	\$414,000	
(available funds up to)	\$150,000.00	\$264,000.00
Rent (April-June)	\$10,000.00	\$30,000.00
Professional Fees & disbursements		
Registry Management	\$25,000.00	
Expert external Advisory Services	\$30,000.00	\$90,000.00
disbursements	\$69,000.00	
Total Professional Fees	\$104,000.00	
MN-S PMC meetings	\$16,000.00	\$48,000.00
MNLA September		\$96,000.00
Total Meetings	\$16,000.00	\$144,000.00
Total	\$150,000.00	\$264,000.00
		Anticipated budget for Q2,3,4

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Cash Flow 2014/15

BOC 2014/15	April	May	June	July	August	September	October	November	December	January	February	March	Total
President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Vice President Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Treasurer Salary	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$75,000.00
Secretary Salary	\$5,416.66	\$5,416.66	\$5,416.66	\$5,416.66	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$5,416.67	\$65,000.00
Admin Support	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.66	\$916.66	\$916.66	\$916.66	\$916.67	\$11,000.00
Employee Benefits	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$3,762.50	\$45,150.00
Total	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.84	\$28,845.84	\$28,845.84	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.83	\$28,845.84	\$346,150.00

Finance	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$45,000.00
Rent	\$1,910.00	\$1,910.00	\$1,910.00	\$1,900.00	\$1,900.00	\$1,910.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,910.00	\$22,850.00

Total Expenses	\$34,505.83	\$34,505.83	\$34,505.83	\$34,505.83	\$34,505.84	\$34,505.84	\$34,505.84	\$34,461.40	\$34,461.43	\$34,461.43	\$34,461.43	\$34,461.43	\$428,000.00
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Cash Flow 2015/16

BOC 2015/16	April	May	June	July	August	September	October	November	December	January	February	March	Total
Professional Fees										112,500.00	22,500.00	15,000.00	150,000.00
Meetings										37,500.00	7,500.00	5,000.00	\$50,000.00
Total													

BOC 2015/16	April	May	June	July	August	September	October	November	December	January	February	March	Total
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Cash Flow 2016/17

BOC 2016/17		April	May	June	July	August	September	October	November	December	January	February	March	Total
Professional Fees	\$30,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000
Metis registry management	\$25,000	\$8,333	\$8,333	\$8,333										\$25,000
Disbursements	\$69,000	\$19,667	\$19,667	\$19,667										\$59,000
Meetings	\$16,000	\$16,000	\$0	\$0	\$16,000	\$0	\$0	\$16,000	\$0	\$0	\$16,000	\$0	\$0	\$64,000
Rent	\$10,000	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$40,000
Total Expenses	\$150,000	\$57,333	\$41,333	\$41,333	\$29,333	\$119,333	\$13,333	\$29,333	\$13,333	\$13,333	\$29,333	\$13,333	\$13,333	\$414,000

Anticipated budget and cash flow for Q2, Q3, Q4

BOC 2016/17	Q1 budget	April	May	June	July	August	September	October	November	December	January	February	March	Total
Professional Fees & Salaries & Benefits	\$30,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000
Metis registry management	\$25,000	\$8,333	\$8,333	\$8,333										\$25,000
Disbursements	\$69,000	\$23,000	\$23,000	\$23,000										\$69,000
Meetings	\$16,000	\$16,000	\$0	\$0	\$16,000	\$96,000	\$0	\$16,000	\$0	\$0	\$16,000	\$0	\$0	\$160,000
Rent	\$10,000	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$40,000
Total Expenses	\$150,000	\$57,333	\$41,333	\$41,333	\$29,333	\$119,333	\$13,333	\$29,333	\$13,333	\$13,333	\$29,333	\$13,333	\$13,333	\$414,000

Notes

Budget Note-

- *Note: We provide assurance that, where lobbyists are utilized, they are registered in accordance with the Lobbyist Registration Act and that no contingency fee exists.
- **Note: We provide assurance we do not employ any former public servants (within the past 12 months) who are under the Values and Ethics Code for the Public Service.
- ***Note: We will not be using any legal costs toward litigation against any level of the Crown from the Office of the Federal Interlocutor's core funding program.

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Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan
 As Of 2016/04/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2015-2016

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
FIXED CONTRIBUTION FUNDING (FIXED)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: REPRESENTATIVE ORGS - G3803															
Functional Area: BASIC FUNDING FOR ARO (Action Planning) - NGDB (AD043 - ARO PROJECTS NOT UNDER THE \$20M CAP) (2015/03/31)															
Fund: 310 Cost Center: A4246															
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00
TOTAL 2015-2016 FIXED CONTRIBUTION FUNDING (FIXED)															
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00
TOTAL 2015-2016 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00
TOTAL 2015-2016															
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00

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Annex 4 - Payment Plan:
1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan

As Of 2016/04/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2016-2017

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	Pool	Holdback	Allocation Total \$
SET CONTRIBUTION FUNDING (SET)															
PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA															
Governance and Institutions of Government															
Program Activity: ABORIG RIGHTS & INTERESTS - BG300															
Functional Area Group: REPRESENTATIVE ORGS - G3803															
Functional Area: BASIC FUNDING FOR ARO (BOC ARO 2016-2017) - NGDB (AD043 - ARO PROJECTS NOT UNDER THE \$20M CAP) (2017/03/31)															
													Fund: 319		
													Cost Center: A4246		
001	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
TOTAL 2016-2017 SET CONTRIBUTION FUNDING (SET)															
	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
TOTAL 2016-2017 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA															
	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
TOTAL 2016-2017															
	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
GRAND TOTAL															
															614,000.00

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Annex 4 - Payment Plan:
2.0 - Cash Flow by Fiscal Year by Department
 As Of 2016/04/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Budget	Funding	2014-2015	2015-2016	2016-2017	Total
Department of Indian and Northern Affairs Canada	Fixed Contribution	241,515.00	200,000.00	0.00	441,515.00
	Set Contribution	0.00	0.00	414,000.00	414,000.00
	Total	241,515.00	200,000.00	414,000.00	855,515.00
Total		241,515.00	200,000.00	414,000.00	855,515.00

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Annex 4 - Payment Plan:
3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month

As Of 2016/04/19

Arrangement #: 1415-HQ-000097
 Arrangement Type: FA - OTHER
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fixed Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2014-2015	0.00	103,525.00	0.00	34,605.00	34,495.00	34,495.00	34,495.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241,515.00
2015-2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	200,000.00
Total	0.00	103,525.00	0.00	34,605.00	34,495.00	34,495.00	34,495.00	0.00	0.00	150,000.00	30,000.00	20,000.00	0.00	0.00	441,515.00

Set Contribution

	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2016-2017	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00
Total	100,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	264,000.00	0.00	414,000.00

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**Annex 4 - Payment Plan:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**

As Of 2016/04/19

Arrangement #: 1415-HQ-000097  
 Arrangement Type: FA - OTHER  
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN  
 Fiscal Year: 2016-2017

Department of Indian and Northern Affairs Canada

| Funding          | Total               | APR                 | MAY                | JUN           | JUL           | AUG           | SEP           | OCT           | NOV           | DEC           | JAN           | FEB           | MAR           | Pool                | Holdback      |
|------------------|---------------------|---------------------|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|---------------|
| Set Contribution | \$414,000.00        | \$100,000.00        | \$50,000.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$264,000.00        | \$0.00        |
| <b>Total</b>     | <b>\$414,000.00</b> | <b>\$100,000.00</b> | <b>\$50,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$264,000.00</b> | <b>\$0.00</b> |

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## Annex 5 - Reporting Requirements and Due Dates - DIAND Funding METIS NATION OF SASKATCHEWAN (3374)

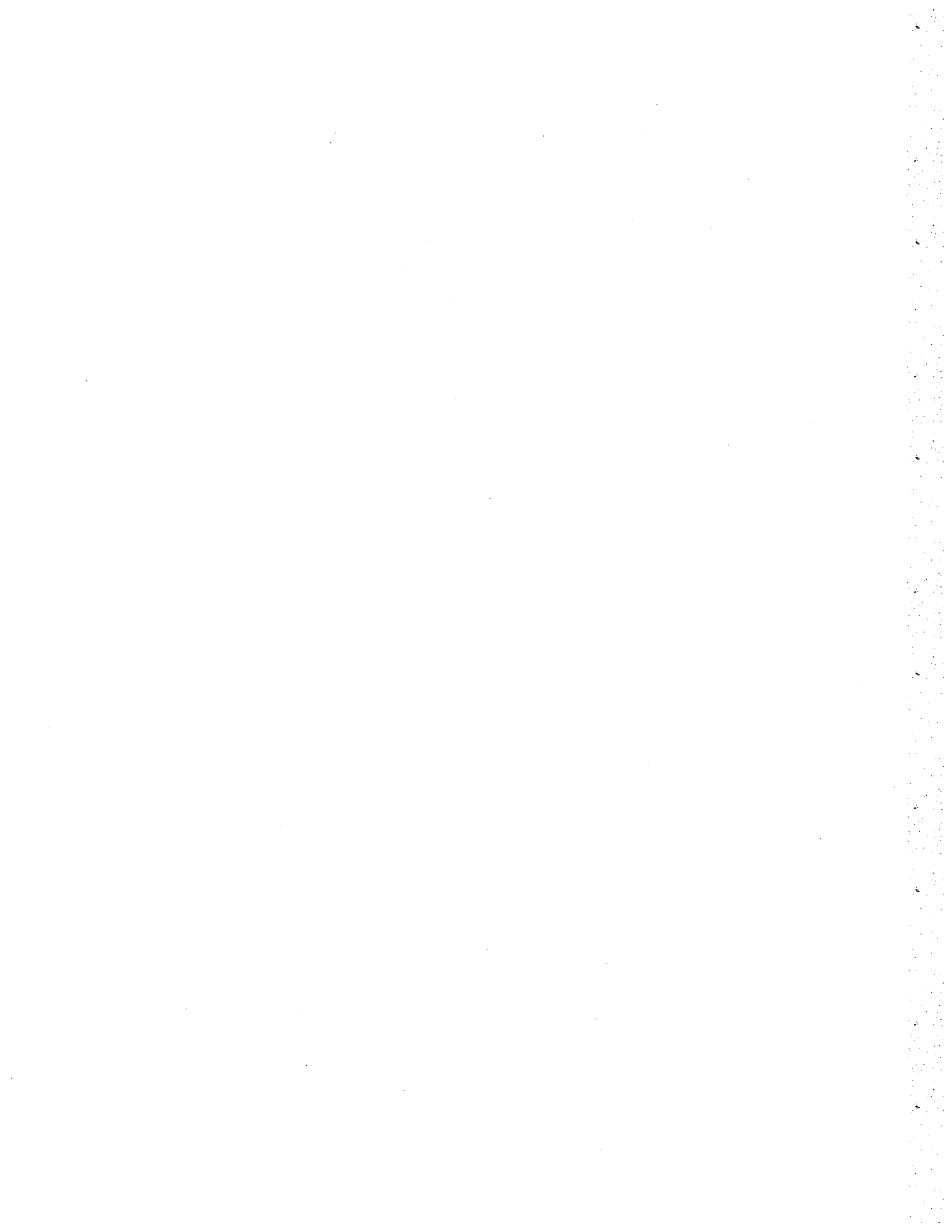
Arrangement No.: 1415-HQ-000097

Funding Agreement for other recipients

| Program / Functional Area Group / Report Name                                                                                                                                                     | Reports Due |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>ABORIG RIGHTS &amp; INTERESTS</b>                                                                                                                                                              |             |
| <b>REPRESENTATIVE ORGS</b>                                                                                                                                                                        |             |
| 1323248 - (1323248_002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i> |             |
| Annual #1 - DCI Final Activity & Financial Report April 1, 2016-March 31, 2017                                                                                                                    | 2017/04/30  |
| <b>TP - Financial</b>                                                                                                                                                                             |             |
| No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model)<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i>                                        |             |
| Annual Audited Financial Statement (General Reporting Model)                                                                                                                                      | 2017/07/29  |
| <b>TP - Intervention</b>                                                                                                                                                                          |             |
| No DCI - (0091B) - MAP Quarterly Follow-Up Submission<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i>                                                                   |             |
| Quarterly #1 - Progress report - activity and financial reporting                                                                                                                                 | 2016/07/16  |
| Quarterly #2 - Progress report - activity and financial reporting                                                                                                                                 | 2016/10/15  |
| Quarterly #3 - Progress report - activity and financial reporting                                                                                                                                 | 2017/01/15  |
| Quarterly #4 - Progress report - activity and financial reporting                                                                                                                                 | 2017/04/15  |

**Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag '\* Consolidated Report - Applicable only once (See note 1 below)'**

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AMENDING AGREEMENT  
FOR SUBSEQUENT YEARS OF AN ARFA OTHER

FISCAL YEAR 2015/2016  
With Action planning



## AMENDING AGREEMENT

AGREEMENT NO.: 1415-HQ-000097

AMENDMENT NO.: Master Year 2 of 3

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
For the purpose of this Agreement, the Minister of Indian Affairs and Northern Development,  
represent(s) Her Majesty the Queen in Right of Canada.

This Agreement refers to this party to the Agreement as the "Government of Canada".

AND

**METIS NATION - SASKATCHEWAN** duly incorporated under the laws of Saskatchewan, Canada

This Agreement refers to this party to the Agreement as the "Recipient".

The Parties entered into a funding agreement (this Agreement) on April 1, 2014 and wish to amend this Agreement in order to enable subsequent year funding under an agreed Management Action (Development) Plan arrangement for Basic Organizational Capacity for Aboriginal Representative Organizations.

The Parties agree as follows:

- 1.0 Part 1 - The purpose and scope of the Agreement; Section 2; sub-section 2.1 "Agreement" means: (b) the Annexes that are part of this agreement; Annex 6 - Management Action Plan - DIAND is amended to become applicable under this Agreement.
- 2.0 Part 3 - Recipient Duties; Section 8 General Duties; sub section 8.1 (d) is amended to include:  
  
(d) implement the Management Development Plan according to its schedule. The recipient and DIAND will meet to review the recipient implementation of the Management Development plan as required by the plan. A first meeting must take place no later than 6 months after signing of this Agreement.
- 3.0 Part 3 - Recipient Duties; Section 11 - Reporting Duties is amended to include sub section 11.7:  
  
11.7 If this agreement covers more than one fiscal year DIAND will provide notice by a revised Annex 5- Reporting requirements & Due Dates- DIAND Funding for each new fiscal year. The Annex for the previous fiscal year will continue to apply in respect of that fiscal year.
- 4.0 Part 3 - Recipient Duties; Section 12 - Recipient accountability for the obligations in this Agreement; sub section 12.1 deleted and replaced with Part 3 - Recipient Duties; Section 12 - Recipient accountability for the obligations in this Agreement; sub section 12.1 (when the recipient may delegate obligations or transfer funds):  
  
12.1 The recipient may delegate obligations or transfer funds to an agency to carry out or manage all or part of an initiative funded under this agreement. The recipient remains accountable for the obligations in this Agreement and is responsible for making certain that the agency fulfills its contractual obligations to the recipient.  
  
12.2 When the Recipient delegates obligations or transfers funds to an agency, the Recipient must ensure that:  
  - (a) the responsibilities, roles, and relationship between the agency and the Recipient are clearly stated
  - (b) the agency provides the Recipient with timely reports in a way that allows the Recipient to comply with the financial reporting and record-keeping requirements of this Agreement
  - (c) the agency consents to allow the Recipient to provide the Government of Canada with financial or other reports that the agency submits to the Recipient
  - (d) the agency will, upon request of auditor(s) or evaluator(s) employed or on contract to the Government of Canada:
    - (i) provide them with access to all of its financial records and non-financial records, including supporting documentation, relating to any initiative which the agency is carrying out or managing for the Recipient;

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(ii) allow them to inspect these records and to make copies or extracts of these records unless that is prohibited by law

(iii) provide them with all necessary assistance including access to the agency's premises, and

(iv) direct any entity that has provided accounting or record-keeping services to the agency to provide them with copies of accounts and other records relating to any initiative that the agency is carrying out or managing, in whole or in part, for the Recipient,

(e) the agency maintains records relating to all or part of any initiative that the agency is carrying out or managing for the Recipient, including original supporting documents, and stores them for 7 years counting the time from the April 1st that follows the last fiscal year to which a document relates, and

(f) there is a written contract between the Recipient and the agency, signed by each of their authorized representatives, that sets out, at a minimum:

(i) the obligations of the agency, including those relating to the Recipient's obligations under this Agreement which are set out in sections (a) to (e)

(ii) the understanding that the relationship between the Recipient and the agency does not and is not intended to create an agency, association, employer-employee, or joint venture relationship between the agency and the Government of Canada and that neither the Recipient nor the agency will suggest that it does

(iii) the agreement that the obligations in sections (c), (d), and (e) continue after the end of the contract between the agency and the Recipient, and

(iv) the permission to provide the Government of Canada with a copy of the contract between the agency and the Recipient.

5.0 Part 7 - Government of Canada audit and Evaluation; Section 24; sub-section 24.1 paragraph (b) is deleted and replaced with (when a recipient is allowed to delegate obligations under section 12.1)

(b) audit or evaluate the Recipient management and financial control practices in relation to this Agreement or the effectiveness of any or all of the initiative funded under this agreement including initiatives managed or carried out in whole or in part by an agency on behalf of the recipient.

6.0 Part 9 - Notices; Section 38; sub section 38.4; paragraph (b) is amended to reflect:

Ian Ketcheson, Director, Metis and Non-Status Relations Directorate

Telephone: 819-943-1800; [Ian.Ketcheson@AADNC-AANDC.GC.CA](mailto:Ian.Ketcheson@AADNC-AANDC.GC.CA)

7.0 Annex 3 - Conditions of Payment - DIAND funding; Section 1 - General matters; sub section 1.1 is amended to reflect the change in Fiscal Year 2015-2016, year two, BOC Funding amount:

An Amount of up to two hundred thousand (\$200,000) Year two (2) Basic Organizational Capacity for Aboriginal Representative Organizations (BOC)

8.0 Annex 4 - Payment Plan of the Funding Agreement is deleted and replaced with Annex 4 - Payment Plan attached to this amending agreement.

9.0 Annex 5 - Reporting Requirements and Due Dates - DIAND Funding of the Funding Agreement is deleted and replaced with Annex 5 - Reporting Requirements and Due Dates - DIAND Funding attached to this amending agreement.

10.0 Annex 6 - Management Action (Development) plan is added to this amending agreement.

11.0 All other terms and conditions of this Agreement will continue in full force and effect.

This Amendment has been executed on behalf of the Parties by their duly authorized representatives.

Signed on \_\_\_\_\_ by the  
Government of Canada's authorized representative(s):

Ian Ketcheson, Director

Metis and Non-Status Indians Relations Directorate  
Aboriginal and External Relations Branch  
Policy and Strategic Direction Sector  
Department of Indian Affairs and Northern Development  
19 D 40, 10 rue Wellington  
Gatineau PQ K1A 0H4  
Telephone : 819-934-1800  
Facsimile : 819-952-9139

Signed on FEB 9/2016 by the  
Recipient Organizations authorized representative(s):

Robert Doucette

President

Metis Nation - Saskatchewan

NV AGD

Witness:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness:

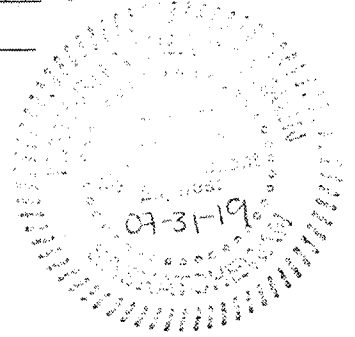
N. Verammen

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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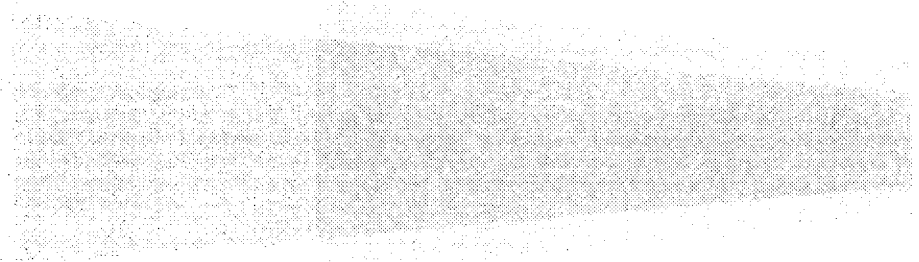
Notary Public



Métis Nation-Saskatchewan



**BOC 2014/17 Workplan and Budget**  
**AMENDED to implement equitable strategy**  
Indigenous and Northern Affairs Canada  
Basic Organizational Capacity (BOC)



**2015-16**

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# Preamble

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## Registration and Incorporation

The Métis Society of Saskatchewan was founded in the 1930's. Originally named the *Métis Society of Saskatchewan*, it changed names in 1976 to the *Association of Métis and Non-Status Indians of Saskatchewan*, and finally, in 1988, reflecting Métis recognition in the Constitution of Canada, to the *Métis Nation of Saskatchewan, (M N of S)*. It became the *Metis Nation-Saskatchewan Secretariat, Inc.* (known commonly as the MN-S); on April 1<sup>st</sup>, 2001 and on the 28th day of January, 2002, it was incorporated in the Métis Act, recognized as Chapter M-14.01 of the Statutes of Saskatchewan (2001).

Latest Stat Can information has identified 48,120 Métis within Saskatchewan. Saskatchewan leaders estimate a range higher; between 60,000 to 80,000 Métis. The Métis Act created the Métis Nation- Secretariat Inc. as a body corporate for bilateral relations on behalf of the Métis within the province. In the 2007 election approximately 5, 300 Métis people registered to vote in the MNS elections. Currently the new registry (established in 2009) has approximately registered 4,000 Metis citizens and continues to process the 3,000 applications on file with more applications filed daily with the Registry.

## Vision

Saskatchewan Métis citizens will enjoy prosperity, opportunity, security and a high quality of life as full participants in a thriving, sustainable Saskatchewan, Métis economy. We greet the future with confidence, knowing that our Métis communities are and will continue to be among the best places in Canada in which Métis live, are and will continue to be educated, work, visit, invest and participate in Métis Cultural Activities.

## Mission

MN-S will, both on its own and through partnerships with Aboriginal and Non-Aboriginal governments, institutions and businesses, lead the way in meeting the political, economic and social needs of Métis people in Saskatchewan, through holistic approaches to the provision of affordable, comprehensive, culturally-appropriate, healthy, safe, sustainable program and service options.

## Principles

1. Métis Citizens have a right to opportunities for economic, cultural, social and political inclusion, and a responsibility to participate and contribute within their capacities.
2. Citizenship for all Métis people is a shared responsibility and is achieved through partnerships among individuals, families, communities, institutions and governments.
3. Sustainable Métis political, financial, economic, resources, land, justice, health, education and social policy reflects widely shared values and is developed through open dialogue with Métis and Non-Métis governments, suppliers of goods and services, clients, stakeholders, the Métis public and the public at large.

4. Interventions to support Métis citizenship should be built on the best evidence of what works.
5. Programs and services should be the least intrusive possible to achieve desired objectives.
6. MN-S with primary accountability through its Executive, PMC and MNLA to its membership, is accountable to its government, institutional and business partners, the Métis public and the public at large for the effectiveness and efficiency of its programs and services.

Executive Members

As of the election are now:

- President
- Vice President
- Treasurer
- Secretary

On September 8<sup>th</sup>, 2012, the Métis citizens of Saskatchewan elected the following representatives as Regional Directors with a mandate to act as Community Economic/Social and Governance Development Officers.

- Northern Region I
- Northern Region II
- Northern Region III
- Eastern Region I
- Eastern Region II
- Eastern Region IIA
- Eastern Region III
- Western Region I
- Western Region IA
- Western Region II
- Western Region IIA
- Western Region III
- Women Representative
- Youth Representative

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Governance Mandate

The MN-S, is the governing body (pursuant to S. 35. 1 *Constitution Act, 1982*), mandated by its citizens to represent for the interests of those citizens

The MN-S, as a governing body, has a membership to an identifiable group of Métis communities, and/or organizations. The MN-S applies its representation to Métis citizens residing within the Provincial boundaries of the Province of Saskatchewan.

The MN-S, as a governing body, has demonstrated that it has the support and is representative of the majority of potential constituents within its jurisdiction.

The MN-S, as a governing body, does not receive other core funding from any other federal department, including AANDC for the purpose of maintaining a basic organizational capacity to represent or advocate for the interest of its citizens.

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### The Proposal:

The Métis Nation – Saskatchewan will work closely with Indigenous and Northern Affairs Canada (INAC) to implement an equitable strategy. This strategy has been developed with the following principle objectives in mind:

- To re-establish a strong, reliable and legitimate interlocutor to represent the Métis of Saskatchewan and to allow them to participate in and inform long-term policy development;
- Foster conditions for the establishment of a strong Nation-to-Nation relationship between Canada and the Métis Nation;
- To protect the significant investments to date by Canada and the Métis Nation – Saskatchewan, particularly in the Métis Citizenship Registry; and,
- To support a facilitated, consensus-based conciliatory resolution that respects the democratic institutions and processes of the Métis Nation - Saskatchewan that the right of the Métis of Saskatchewan to manage their own internal matters.

### Key Activities

In order to operationalize the above principles, MN-S supports the five point plan as supported by INAC (the Department). This consists of:

#### 1. Retain expert advisory support

MN-S will contract the services of an appropriate external advisor, acceptable to both the organization and the Department, to oversee the management of funding and operations for all elements of this proposed plan.

- Estimated budget for this fiscal year is up to \$75,000.

#### Deliverables:

Provide confirmation of engagement of services of an appropriate advisor to Canada. This includes, but not limited to, the proposal/contract of the engaged party; statement of qualifications; and, statement of work.

- FICP #41772 DCI: Activity and Financial Report: Due February 28, 2016
- FICP #41772 DCI: Activity and Financial Report: Due April 30, 2016

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**2. Hold up to three Provincial Métis Council meetings**

The MN-S will call and hold up to three meetings of the Provincial Métis Council. This will allow the organization to attempt to reach a consensus on a path towards a duty called Métis National Legislative Assembly.

- Estimated budget for this fiscal year is up to \$50,000

**Deliverables:**

- Submit invitation to ensure at least one representative of Canada be in attendance at each meeting;
- Minutes of meeting be professionally developed and provided as part of a monitoring report after each meeting.
- FICP #41772 DCI: Activity and Financial Report: Due February 28, 2016
- FICP #41772 DCI: Activity and Financial Report: Due April 30, 2016

**3. Consider utilizing an external, neutral facilitator**

The Metis Nation-Saskatchewan will consider using an external, neutral facilitator in discussions, including the meetings of the Provincial Métis Council. This third party would play a purely non-positional facilitative role to support productive discourse and orderly conduct of discussions and would be acceptable to both the organization and the department.

Should the parties agree to engage the services of an external neutral facilitator, Departmental officials will be available to support reaching this agreement, including the identification of potential candidates, if required.

- Estimated budget for this fiscal year is up to \$25,000

**Deliverable:**

Provide confirmation of engagement of services of an appropriate advisor to Canada. This includes, but not limited to, the proposal/contract of the engaged party; statement of qualifications; and, statement of work.

- FICP #41772 DCI: Activity and Financial Report: Due February 28, 2016
- FICP #41772 DCI: Activity and Financial Report: Due April 30, 2016

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#### 4. Safeguarding of the Métis Registry

The Registry, along with supporting genealogical resources, represents a significant investment and important asset for the Métis of Saskatchewan; consequently, ensuring its integrity is critical for the MN-S.

The expert advisor as engaged by the MN-S, with the support of the department and the MN-S, will seek an offsite backup of the registry data through an appropriate secure data storage service. In this, the MN-S will request or require the expert advisor act as a caretaker for the assets of the organization. This includes but is not limited to the paper documents, information technology and related peripherals, current rental building, including the payment of rent for an interim period.

- Estimated budget for this fiscal year is up to \$50,000

##### Deliverable:

Provide confirmation of engagement of services of an appropriate advisor to Canada. This includes, but not limited to, the proposal/contract of the engaged party; statement of qualifications; and, statement of work.

- FICP #41772 DCI: Activity and Financial Report: Due February 28, 2016
- FICP #41772 DCI: Activity and Financial Report: Due April 30, 2016

#### 5. Métis Nation Legislative Assembly

The Metis Nation – Saskatchewan is dedicated to arriving at a Métis Nation Legislative Assembly (MNLA). Should such a meeting be properly and duly called, the Department commits to seeking approval for funding of a MNLA. The MN-S will strive to ensure the Provincial Métis Council passes a unanimous resolution to this effect.

By agreeing, supporting and it mean the organization is on the path to such an assembly and contingent on the successful implementation of the herein noted strategy.

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# Budget 2014/17

|                         |              |
|-------------------------|--------------|
| BOC 2014/15             | \$414,000    |
| Executive               |              |
| President               | \$75,000.00  |
| Vice President          | \$75,000.00  |
| Treasurer               | \$75,000.00  |
| Secretary               | \$65,000.00  |
| Total Executive         | \$290,000.00 |
| Professional Fees       |              |
| Finance                 | \$45,000.00  |
| Total Professional Fees | \$45,000.00  |
| Rent                    | \$22,850.00  |
| Total Rent              | \$22,850.00  |
| Salaries                |              |
| Admin Support           | \$11,000.00  |
| Total Salaries          | \$11,000.00  |
| Benefits                |              |
| Executive               | \$43,500.00  |
| Employee 15%            | \$1,650.00   |
| Total Benefits          | \$45,150.00  |
| Total                   | \$414,000.00 |
| Balance                 |              |

|                          |              |
|--------------------------|--------------|
| BOC 2015/16              | \$414,000    |
| (available funds up to ) |              |
| Professional Fees        |              |
| External Facilitator     | \$25,000.00  |
| Registry                 |              |
| Management               | \$50,000.00  |
| Expert external          |              |
| Advisory Services        | \$75,000.00  |
| Total Professional Fees  | \$150,000.00 |
| MN-S PMC meetings        | \$50,000.00  |
| Total Meetings           | \$50,000.00  |
| Total                    | \$200,000.00 |
| Balance                  |              |

|                         |              |
|-------------------------|--------------|
| BOC 2016/17             | \$414,000    |
| Executive               |              |
| President               | \$85,000.00  |
| Vice President          | \$75,000.00  |
| Treasurer               | \$75,000.00  |
| Secretary               | \$75,000.00  |
| Total Executive         | \$310,000.00 |
| Professional Fees       |              |
| Finance                 | \$45,000.00  |
| Total Professional Fees | \$45,000.00  |
| Rent                    | \$12,500.00  |
| Total Rent              | \$12,500.00  |
| Benefits                |              |
| Executive               | \$46,500.00  |
| Total Benefits 15%      | \$46,500.00  |
| Total                   | \$414,000.00 |
| Balance                 |              |

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## Cash Flow 2015/16

| BOC 2015/16       | April | May | June | July | August | September | October | November | December | January    | February  | March     | Total       |
|-------------------|-------|-----|------|------|--------|-----------|---------|----------|----------|------------|-----------|-----------|-------------|
| Professional Fees |       |     |      |      |        |           |         |          |          | 112,500.00 | 22,500.00 | 15,000.00 | 150,000.00  |
| Meetings          |       |     |      |      |        |           |         |          |          | 37,500.00  | 7,500.00  | 5,000.00  | \$50,000.00 |
|                   |       |     |      |      |        |           |         |          |          |            |           |           |             |
| Total             |       |     |      |      |        |           |         |          |          |            |           |           |             |

Total Expenses

\$150,000.00 \$30,000.00 \$20,000.00 \$200,000.00

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## Notes

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### Budget Note--

- \*Note: We provide assurance that, where lobbyists are utilized, they are registered in accordance with the Lobbyist Registration Act and that no contingency fee exists.
- \*\*Note: We provide assurance we do not employ any former public servants (within the past 12 months) who are under the Values and Ethics Code for the Public Service.
- \*\*\*Note: We will not be using any legal costs toward litigation against any level of the Crown from the Office of the Federal Interlocutor's core funding program.
- \*\*\*\*Note: Please note that the enclosed report represents the views of the authors and does not necessarily signify the concurrence of the Government of Canada, nor does it obligate the Government of Canada to any activity proposed herein.

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**Annex 4 - Payment Plan:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2016/02/08

Arrangement #: 1416-HQ-000097  
 Arrangement Type: FA - OTHER  
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

Fiscal Year: 2015-2016

DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA

| Seq.                                                                                                                        | 01<br>APR | 02<br>MAY | 03<br>JUN | 04<br>JUL | 05<br>AUG | 06<br>SEP | 07<br>OCT | 08<br>NOV | 09<br>DEC | 10<br>JAN  | 11<br>FEB | 12<br>MAR | Pool | Holdback | Allocation Total \$ |
|-----------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|------|----------|---------------------|
| <b>FIXED CONTRIBUTION FUNDING (FIXED)</b>                                                                                   |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| <b>PROGRAM ACTIVITY / FUNCTIONAL AREA GROUP / FUNCTIONAL AREA</b>                                                           |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| Governance and Institutions of Government                                                                                   |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| Program Activity: ABORIG RIGHTS & INTERESTS - B0300                                                                         |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| Functional Area Group: REPRESENTATIVE ORGS - 03803                                                                          |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| Functional Area: BASIC FUNDING FOR ARO (Action Planning) - N0DB (A0043 - ARO PROJECTS NOT UNDER THE \$20M CAP) (2015/03/31) |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| Fund: 319<br>Cost Center: A4240                                                                                             |           |           |           |           |           |           |           |           |           |            |           |           |      |          |                     |
| 001                                                                                                                         | 0.00      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00      | 0.00      | 150,000.00 | 30,000.00 | 20,000.00 | 0.00 | 0.00     | 200,000.00          |

|                                                           |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|-----------------------------------------------------------|------|------|------|------|------|------|------|------|------|------------|-----------|-----------|------|------|------------|
| <b>TOTAL 2016-2016 FIXED CONTRIBUTION FUNDING (FIXED)</b> |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|                                                           | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 30,000.00 | 20,000.00 | 0.00 | 0.00 | 200,000.00 |

|                                                                         |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|-------------------------------------------------------------------------|------|------|------|------|------|------|------|------|------|------------|-----------|-----------|------|------|------------|
| <b>TOTAL 2016-2016 DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS CANADA</b> |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|                                                                         | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 30,000.00 | 20,000.00 | 0.00 | 0.00 | 200,000.00 |

|                        |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|------------------------|------|------|------|------|------|------|------|------|------|------------|-----------|-----------|------|------|------------|
| <b>TOTAL 2015-2016</b> |      |      |      |      |      |      |      |      |      |            |           |           |      |      |            |
|                        | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 30,000.00 | 20,000.00 | 0.00 | 0.00 | 200,000.00 |

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |            |
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| <b>GRAND TOTAL</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |            |
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**Annex 4 - Payment Plan:  
2.0 - Cash Flow by Fiscal Year by Department**

As Of 2016/02/08

Arrangement #: 1415-HQ-000057  
 Arrangement Type: FA - OTHER  
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

| Budget                                           | Funding            | 2014-2015         | 2016-2018         | Total             |
|--------------------------------------------------|--------------------|-------------------|-------------------|-------------------|
| Department of Indian and Northern Affairs Canada | Fixed Contribution | 241,515.00        | 200,000.00        | 441,515.00        |
|                                                  | Total              | 241,515.00        | 200,000.00        | 441,515.00        |
| <b>Total</b>                                     |                    | <b>241,515.00</b> | <b>200,000.00</b> | <b>441,515.00</b> |

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**Annex 4 - Payment Plan:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2016/02/08

Arrangement #: 1415-HQ-000097  
 Arrangement Type: FA - OTHER  
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN

| Fixed Contribution |             |                   |             |                  |                  |                  |                  |             |             |                   |                  |                  |             |             |                   |
|--------------------|-------------|-------------------|-------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------------|------------------|------------------|-------------|-------------|-------------------|
|                    | April       | May               | June        | July             | August           | September        | October          | November    | December    | January           | February         | March            | Pool        | Holdback    | Total             |
| 2014-2015          | 0.00        | 103,525.00        | 0.00        | 34,505.00        | 34,495.00        | 34,495.00        | 34,495.00        | 0.00        | 0.00        | 0.00              | 0.00             | 0.00             | 0.00        | 0.00        | 241,515.00        |
| 2015-2016          | 0.00        | 0.00              | 0.00        | 0.00             | 0.00             | 0.00             | 0.00             | 0.00        | 0.00        | 150,000.00        | 30,000.00        | 20,000.00        | 0.00        | 0.00        | 200,000.00        |
| <b>Total</b>       | <b>0.00</b> | <b>103,525.00</b> | <b>0.00</b> | <b>34,505.00</b> | <b>34,495.00</b> | <b>34,495.00</b> | <b>34,495.00</b> | <b>0.00</b> | <b>0.00</b> | <b>150,000.00</b> | <b>30,000.00</b> | <b>20,000.00</b> | <b>0.00</b> | <b>0.00</b> | <b>441,515.00</b> |

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**Annex 4 - Payment Plan:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**  
 As Of 2016/02/08

Arrangement #: 1415-HQ-000097  
 Arrangement Type: FA - OTHER  
 Recipient: 3374 - METIS NATION OF SASKATCHEWAN  
 Fiscal Year: 2015-2016

Department of Indian and Northern Affairs Canada

| Funding            | Total               | APR           | MAY           | JUN           | JUL           | AUG           | SEP           | OCT           | NOV           | DEC           | JAN                 | FEB                | MAR                | Pool          | Holdback      |
|--------------------|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|--------------------|--------------------|---------------|---------------|
| Fixed Contribution | \$200,000.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$150,000.00        | \$30,000.00        | \$20,000.00        | \$0.00        | \$0.00        |
| <b>Total</b>       | <b>\$200,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$150,000.00</b> | <b>\$30,000.00</b> | <b>\$20,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

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## Annex 5 - Reporting Requirements and Due Dates - DIAND Funding METIS NATION OF SASKATCHEWAN (3374)

Arrangement No.: 1415-HQ-000097

Funding Agreement for other recipients

| Program / Functional Area Group / Report Name                                                                                                                                                     | Reports Due                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>ABORIG RIGHTS &amp; INTERESTS</b>                                                                                                                                                              |                                                                               |
| <b>REPRESENTATIVE ORGS</b>                                                                                                                                                                        |                                                                               |
| 1323248 - (1323248_002) - Basic Organization Capacity Program Annual Report - Governance and Institutions of Government<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i> |                                                                               |
| TP - Financial                                                                                                                                                                                    | BOC Year 2 - 2015-16 Final DCI (Activity & Financial Reporting)<br>2016/04/30 |
| No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model)<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i>                                        |                                                                               |
| TP - Intervention                                                                                                                                                                                 | Annual Audited Financial Statement (General Reporting Model)<br>2016/07/29    |
| No DCI - (0091) - Draft MAP<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i>                                                                                             |                                                                               |
|                                                                                                                                                                                                   | Management Action Plan<br>2016/02/05                                          |
| No DCI - (0091C) - MAP Monthly Follow-Up Submission<br><i>* Consolidated Report - Applicable only once (See note 1 below)</i>                                                                     |                                                                               |
|                                                                                                                                                                                                   | February Status on Governance<br>2016/02/04                                   |
|                                                                                                                                                                                                   | March Status on Governance<br>2016/03/01                                      |

**Note 1:** Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag "*\* Consolidated Report - Applicable only once (See note 1 below)*"

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**Metis Nation – Saskatchewan  
Management Action/Development plan**

The Métis Nation -Saskatchewan has long history and advocates for the needs and aspirations of the Métis people in Saskatchewan. The mandate of the MN-S is to:

- be a representative voice for the Métis people in Saskatchewan;
- provide Métis people an opportunity to participate in government policy development and.
- promote and facilitate the advancement of Métis people through the pursuit of self-reliance and self-determination.

The MN-S has seen a steady rise in the number of Métis people who have registered as members of their organization. Membership in the MN-S has grown in the last 5 years as more and more Métis people in Saskatchewan are recognizing the benefits of being a member of the MN-S.

The MN-S is moving towards becoming a more "results-based" organization. It continues to address issues relating to internal governance and, in turn, is developing the administrative capacity to meet the expectations that are placed upon it. The MN-S has proven itself very capable of playing a role in the policy development process.

The MN-S submitted a multi-year proposal spanning 3 fiscal years (2014-15, 2015-16 and 2016-17). Funding was halted in November of 2014.

A strategy was developed to re-establish and re-develop the relationship between Canada and the Metis Nation – Saskatchewan. Metis Relations Team operating in Policy & Strategic Direction Branch has been working with the organization to obtain an agreed resolution to move forward.

Consensus was obtained that resulted in this amendment under the contribution agreement # 1415-HQ-000097 year 2.

Management plan:

Expert Advisor

- 1) Funds are to be released according to fiscal policy and upon confirmation of engagement of services of an appropriate expert external advisor.
  - i) Submission of the statement of qualifications and statement of work.

MN-S PMC meetings

Evidenced and supported by Provincial Métis Council resolutions that are passed and documented at a properly constituted meeting of the Provincial Métis Council as a part of this process.

Funds are to be released upon confirmation of meeting having been held (minutes provided).

Neutral Facilitator

The Department would consider funding only on the condition that the President and Vice President agree on an appropriate individual acceptable to both the organization and the department.

- 1) Funds are to be released according to fiscal policy and upon confirmation of engagement of services of an appropriate expert external advisor.
  - i) Submission of the statement of qualifications and statement of work.

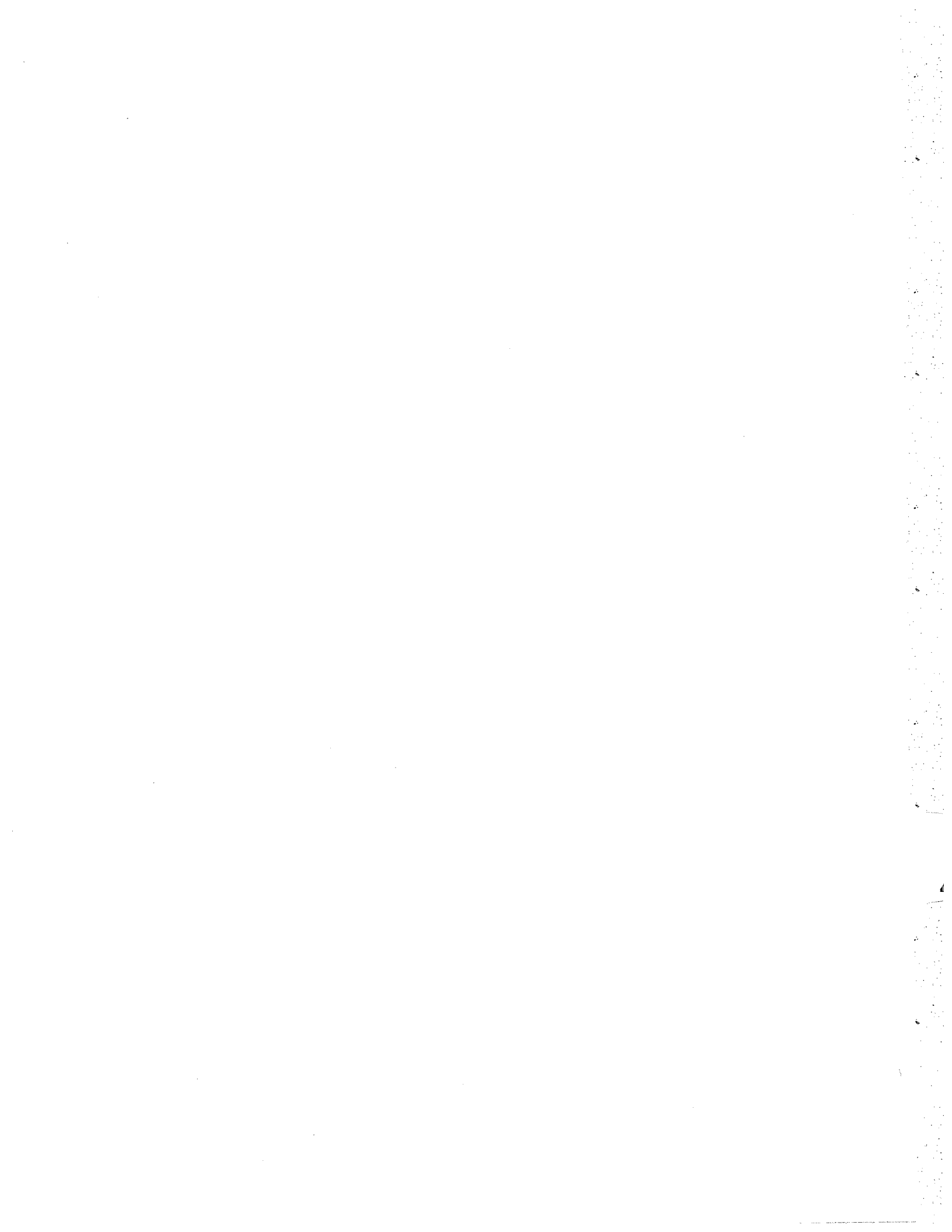
Safe Guarding the Registry

- 1) Funds are to be released according to fiscal policy and upon confirmation of engagement of services of an appropriate expert external advisor.
  - i) Submission of the statement of qualifications and statement of work.

Métis Nation Legislative Assembly

Métis Nation Legislative Assembly be properly and duly called, including the Provincial Métis Council passing a resolution to this effect agreeing on the path to such an assembly and contingent on the successful implementation of the noted strategy.

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Winnipeg, MB R3C 4G9

Tel: +1 204 947 6519  
Fax: +1 204 956 0138  
ey.com

## Confidential

Métis Nation - Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, SK S7L 6M8  
("MNS", "you" or the "Client")

17 February 2015

Attention: Robert Doucette and Gerald Morin

## Independent Oversight Advisor - Métis Nation - Saskatchewan

Dear Mr. Doucette and Mr. Morin:

This engagement letter, together with any attachments (collectively, the "Agreement") confirms the terms and conditions on which Ernst & Young Inc. ("we" or "EY") has been engaged by MNS to provide certain professional services (the "Services").

### Background

MNS is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered.

Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") has agreed to provide funding to Métis Nation - Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation - Saskatchewan, April 1, 2014, as amended by the Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan (collectively, the "MNS Agreement"). As part of the MNS Agreement, an "Expert Advisor" must be retained.

Pursuant to the MNS Agreement, the "Expert advisor" shall receive amounts payable to MNS by the Government of Canada (the "Funds") to facilitate payments for the following:

- ▶ Hold up to 3 provincial Métis Council meetings (the "Meetings"). The Meetings are intended to allow MNS to attempt to reach a consensus on a path towards a duly called Metis Nation Legislative Assembly.
- ▶ Retain a third-party neutral facilitator to assist the MNS, including without limitation to assist with the Meetings;
- ▶ Preserve and create an offsite backup of the Métis citizenship records (the "Registry"); and



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- ▶ Changing the locks, and pay necessary outstanding rent and other occupancy and asset preservation costs for the premises located at 231 Robin Crescent, Saskatoon SK S7L 6M8 (the "Premises").

## Scope of Services

EY's scope of Services includes:

- ▶ Using the Funds in order to issue payments on behalf of MNS for the following:
  - pay for expenses associated with the Meetings, including but not limited to booking meeting rooms, and accommodations for attendees, and retaining a minute taker for Meetings;
  - reimburse expenses associated with the Meetings in accordance with the existing Government of Canada expense reimbursement policy, a copy of which is available at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (receipts for all reimbursable expenses must be scanned and provided to EY);
  - changing the locks to the Premises;
  - payment of any outstanding rent, and any other amounts related to the Premises arising on or after December 1, 2015, including but not limited to occupancy and insurance costs as requested by MNS and approved by the Government of Canada;
  - create and maintain an offsite backup of the Registry (the "Backup");
  - if requested by MNS, retain a third-party neutral facilitator to assist MNS, including without limitation to assist with the Meetings;
  - other expenditures requested by the MNS and approved by the Government of Canada in writing; and
  - pay EY's fees, expenses, disbursements and applicable taxes pursuant to this Agreement;(collectively, the "Funded Services")
- ▶ if requested by MNS and approved by the Government of Canada, summarize historical cash outflows of the MNS for the last three years through a review of bank statements; and
- ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are approved by the Government of Canada.

For greater certainty, EY shall have no further obligation to provide the Funded Services once the Funds have been depleted. Upon the depletion of the Funds, the Backup, and keys to the Premises shall be returned to MNS, upon prior written notice to MNS and the Government of Canada.





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EY and MNS irrevocably agree that any dispute as to the use of the Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of this Agreement, for any reason whatsoever, any unapplied Funds shall be paid by EY as agreed by MNS and the Government of Canada.

Except as contemplated by this engagement letter, EY shall not: (i) exercise any decision making authority on behalf of MNS; (ii) assume any management responsibilities of MNS; (iii) assume any form of control over MNS' operations, business affairs or employees; (iv) employ nor act as employer of MNS' employees; nor (v) except for the Backup, take possession of any of MNS' property.

Without limitation, the Services will not constitute (a) an audit, review or examination of financial statements in accordance with generally accepted auditing standards or (b) an examination of prospective financial statements in accordance with applicable professional standards. The Services will not include any procedures to test compliance with the laws or regulations of any jurisdiction and none of the Services or any reports will constitute any legal opinion or legal advice.

## Your Obligations

Immediately upon execution of this Agreement, you shall authorize on behalf of MNS the delivery of the Funds to EY.

## Term

The term of this Agreement shall commence on the date first written above, and shall terminate on March 31<sup>st</sup>, 2016, unless terminated earlier in accordance with the provisions of this Agreement.

## Reporting

EY shall report directly to the MNS in the format and at such intervals as are agreed by the MNS and EY, and as required pursuant to the MNS Agreement, subject to any other party signing a third party access letter.

## Staffing

Joe Healey, a Senior Vice President of EY, will have will have overall responsibility for this engagement. Evan Shoforost will act the relationship partner for this engagement. EY may draw upon the resources and personnel from EY and other EY member firms as EY considers necessary in the circumstances.

EY shall be entitled to consult such external experts as it deems necessary, including legal counsel and appraisers.

## Fees/remuneration

MNS shall pay EY for the Services based on time spent by the relevant professionals in performing the Services, on the basis of actual time spent at hourly rates normally charged by it for this type



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of work. In addition, EY will be reimbursed for such disbursements properly and reasonably incurred by EY to carry out this engagement.

EY's rates for this engagement are:

|                                   |       |
|-----------------------------------|-------|
| Senior Vice-president and partner | \$500 |
| Senior Manager                    | \$400 |
| Manager                           | \$300 |
| Senior                            | \$200 |

In addition to the professional fees set out above, MNS shall reimburse EY for all expenses incurred in connection with the performance of the Services. You agree that EY's expenses borne by MNS may include the cost of external experts deemed necessary by EY, including without limitation legal counsel. The costs of administrative expenses such as printing, photocopies, telephone, facsimile, courier, and administrative support will be billed to MNS at 5% of EY's professional fees. Reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement will also be charged. The fees and expenses set out above do not include any applicable taxes or duties.

EY's fees, expenses and any applicable taxes will be invoiced monthly as time and expenses are incurred. Accounts are due when rendered and interest accrues at 12% per annum on balances unpaid after 30 days. EY may suspend performance of the Services in the event the MNS fails to pay its account.

### Other terms and conditions

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EY (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

The attached Appendix A entitled *Terms and Conditions* forms an integral part of this engagement letter and governs our respective rights and obligations related to or arising out of this engagement.



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Please execute this letter below confirming your agreement to proceed with this engagement in accordance with the terms of this engagement letter and its Schedules.

Yours very truly,

Ernst & Young Inc.

Per:

Joe Healey  
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation - Saskatchewan Secretariat Inc.

by

Name: Robert Doucette

by

Name: Gerald Morin

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.



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## Appendix A GENERAL TERMS AND CONDITIONS

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

### Our reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by law (and you will promptly notify us of any such requirement, to the extent you are permitted by law to do so),
  - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
  - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or



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tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

#### Notice re: Québec

16. From time to time, we may have individual partners and employees performing the Services who are members of the *Ordre des comptables professionnels agréés du Québec* (the "Québec Order"). Any individual member of the Québec Order practising the profession of chartered professional accountant assumes full personal civil liability arising therefrom, regardless of his or her status within our organization. He or she may not invoke the liability of our organization as a ground for excluding or limiting his or her own personal liability for the practice of the profession. The sections that follow below under the heading "Limitations" shall not apply to limit the personal civil liability of individual members of the Québec Order arising from their practice of the chartered professional accountant profession (and to such extent, shall be deemed to not be included in this Agreement).

#### Limitations

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort (including negligence), under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
18. Our total aggregate liability to you (and any others for whom Services are provided) for any loss or damage arising out of or relating to this Agreement or the Services shall be limited to the amount of the fees you have paid us for the particular Services directly giving rise to such loss or damage. This limitation applies regardless of whether our liability arises under contract, tort (including negligence), statute or otherwise. This limitation will not limit liability for loss or damage caused by our fraud or willful misconduct and will not apply to the extent prohibited by applicable law or professional regulations.
19. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several and not

joint and several, solidary or *in solidum*, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

20. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services (and the parties agree that the limitation periods established by the *Limitations Act, 2002* (Ontario) or any other applicable legislation shall be varied and/or excluded accordingly). This limitation will not apply to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. Sections 17 through 20 and this Section 21 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.

#### Indemnity

22. To the fullest extent permitted by law, you shall indemnify and hold EY, its personnel and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by them related to or arising out of this engagement, except to the extent solely and directly caused by the fraud or wilful misconduct of EY, its personnel or agents.

#### Intellectual property rights

23. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
24. Upon payment for the Services, you may use any Materials included in the Reports, as well as the



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Reports themselves, solely as permitted by this Agreement.

#### Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
27. We may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)), EY Persons, and service providers to EY and other EY Firms, all of whom may collect, use, transfer, store or otherwise process (collectively "Process") it in various jurisdictions in which we and they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide technology or administrative services, or for quality, risk management or financial accounting purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require

specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

#### Data protection

29. EY, the other EY Firms and our respective service providers may Process Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which we and they operate, for the purposes described in section 27. All Personal Data will be Processed in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements and we shall be responsible to you for maintaining the confidentiality of Personal Data, regardless of where or by whom such Personal Data is Processed on our behalf. Our Canadian privacy policy is available at [www.ey.com/ca](http://www.ey.com/ca).
30. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

#### Fees and expenses generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.
32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

#### Force majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

#### Term and termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).



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36. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
38. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

#### Governing law and dispute resolution

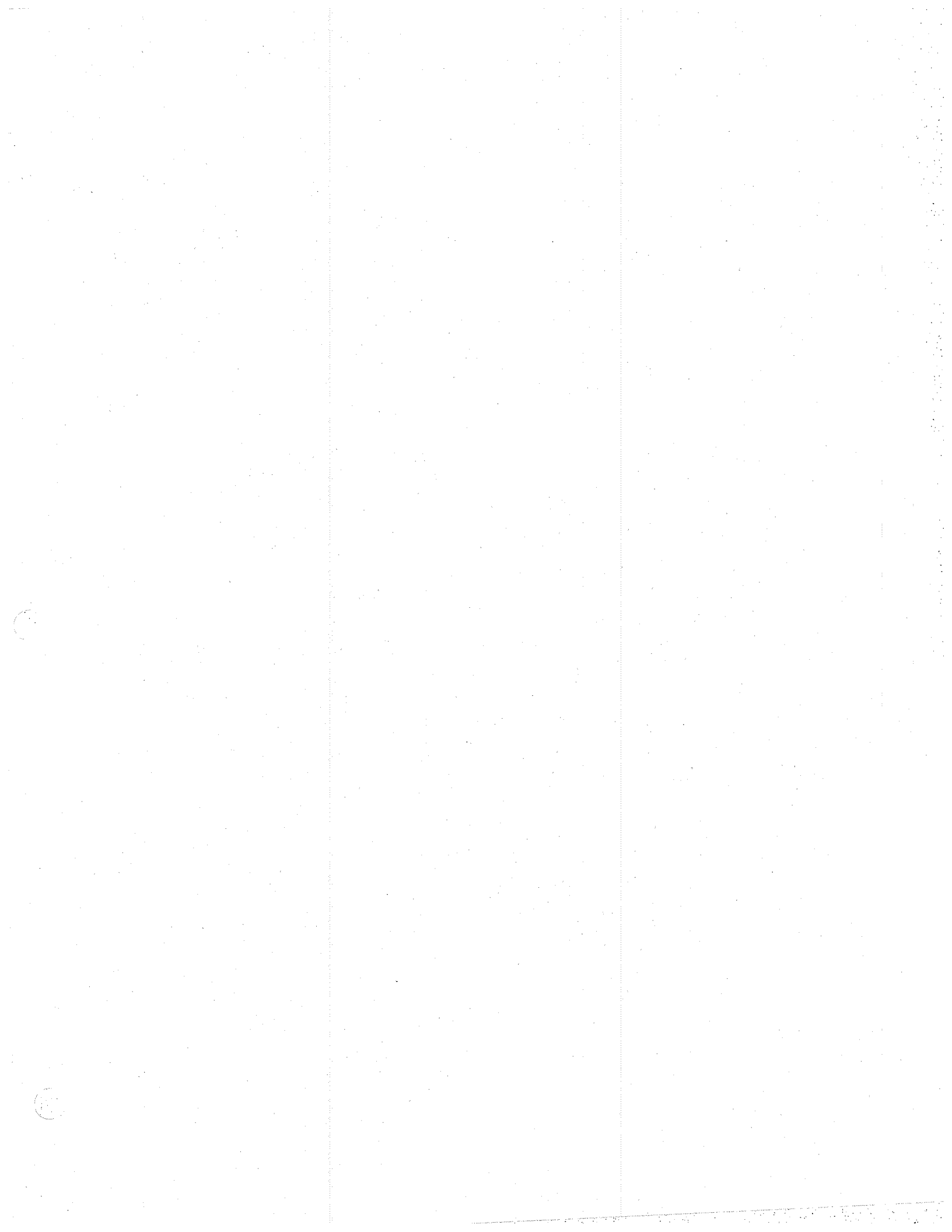
39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. Any dispute, claim or other matter arising out of or relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ontario courts, to which each of us agrees to submit for these purposes.

#### Miscellaneous

40. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
41. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
42. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that any others for whom Services are

provided shall be bound by the terms of this Agreement and the applicable Statement of Work.

43. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
44. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
45. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
47. Neither of us may use or reference the other's name, logos or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
48. Without limiting any other terms of this Agreement, the provisions of Sections 22, 27, 29 and 43 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.
49. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time other EY Firms providing Services as our subcontractors may bill you directly for fees and expenses incurred for work performed outside of Canada (in local currency or otherwise).
50. Where you have engaged the Canadian firm of Ernst & Young LLP, please note the following. We are a registered limited liability partnership ("LLP") continued under the laws of the province of Ontario and we are registered as an extra-provincial LLP in Quebec and other Canadian provinces. Generally, an LLP partner is not personally liable for the debts, obligations or liabilities of the LLP arising from the negligence of persons not under his or her direct supervision (including other LLP partners) or most other debts or obligations of the LLP. As an LLP, we are required to maintain certain insurance. Our insurance exceeds the mandatory professional liability insurance requirements established by any provincial Institute of Chartered Accountants/Order of Chartered Professional Accountants.





**Confidential**

Métis Nation - Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, SK S7L 6M8  
("MNS", "you" or the "Client")

*May 1, 2016.*  
~~21 April 2016~~ *RGD*

Attention: Robert Doucette and Gerald Morin

### **Independent Oversight Advisor - Métis Nation - Saskatchewan**

Dear Mr. Doucette and Mr. Morin:

This letter will document certain requested changes to the terms of the engagement agreement between Ernst & Young Inc. ("we" or "EY") and MNS dated 17 February 2016 (the "Engagement Agreement"). Unless specifically amended herein, all terms and conditions, billing rates, and any rights and obligations of EY and MNS, respectively, in the Engagement Agreement remain in full force and effect excepted as modified herein. Any capitalized terms not specifically defined herein are as defined in the Engagement Agreement.

### **Background**

Her Majesty the Queen in Right of Canada, represented by the Minister of Indigenous Affairs and Northern Affairs (the "Government of Canada") has agreed to provide funding of \$150,000.00 to MNS as per a funding agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan, as amended by an Amending Agreement dated ~~XX April 2016 (the "April 2016 MNS Funding Agreement")~~ *May 1, 2016. RGD*

*2016 MNS Funding Agreement" RGD*  
Pursuant to the April 2016 MNS Funding Agreement, EY shall receive amounts payable to MNS by the Government of Canada (the "April 2016 Funds") to facilitate payments for the following:

- ▶ Hold one Provincial Métis Council meeting to allow MNS to continue its planning towards a duly called Metis National Legislative Assembly;
- ▶ Preserve and maintain the Registry; and
- ▶ Pay necessary outstanding rent and other occupancy and asset preservation costs for the premises located at the Premises.

*RGD*

## Scope of Services

EY's scope of Services are amended to include:

- ▶ Using the April 2016 Funds in order to issue payments on behalf of MNS:
  - pay for expenses associated with the Provincial Métis Council meeting;  
*April 16-17, 2016; Regina. AGD 47*
  - payment of rent and any other amounts related to the Premises, as requested by MNS and approved by the Government of Canada;
  - other expenditures requested by the MNS and approved by the Government of Canada in writing; and
  - pay EY's fees, expenses, disbursements and applicable taxes pursuant to the Engagement Agreement;

(collectively, the "April 2016 Funded Services")

- ▶ Operate a segregated trust bank account to receive funds for registration, sponsorship, or any other funding or revenue sources in respect of the 2016 Back To Batoche celebrations, and to pay for expenses associated with the 2016 Back To Batoche celebrations, as authorized by [name of the BTB committee]. For greater certainty, EY shall assume no management, decision making authority or be deemed to be liable for any of the expenses incurred by the [name of the BTB committee], but shall receive funds and make disbursements according to the written directions of the [name of the BTB committee].
- ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are approved by the Government of Canada.

For greater certainty, EY shall have no further obligation to provide the April 2016 Funded Services once the April 2016 Funds have been depleted. Upon the depletion of the April 2016 Funds, the Backup, and keys to the Premises shall be returned to MNS, upon prior written notice to MNS and the Government of Canada.

EY and MNS irrevocably agree that any dispute as to the use of the April 2016 Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of the Engagement Agreement, for any reason whatsoever, any unapplied April 2016 Funds shall be paid by EY as agreed by MNS and the Government of Canada.

## Term

The term of the Engagement Agreement is hereby extended to June 30, 2016, unless terminated earlier in accordance with the provisions of the Engagement Agreement.

This letter shall be governed by and construed in accordance with the laws of the Province of Ontario.

Please execute this letter below confirming the foregoing amendments to the Engagement Agreement.

Yours very truly,

**Ernst & Young Inc.**

Per:



Joe Healey  
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

**Metis Nation - Saskatchewan Secretariat Inc.**

by 

Name: Robert Doucette

Title: President

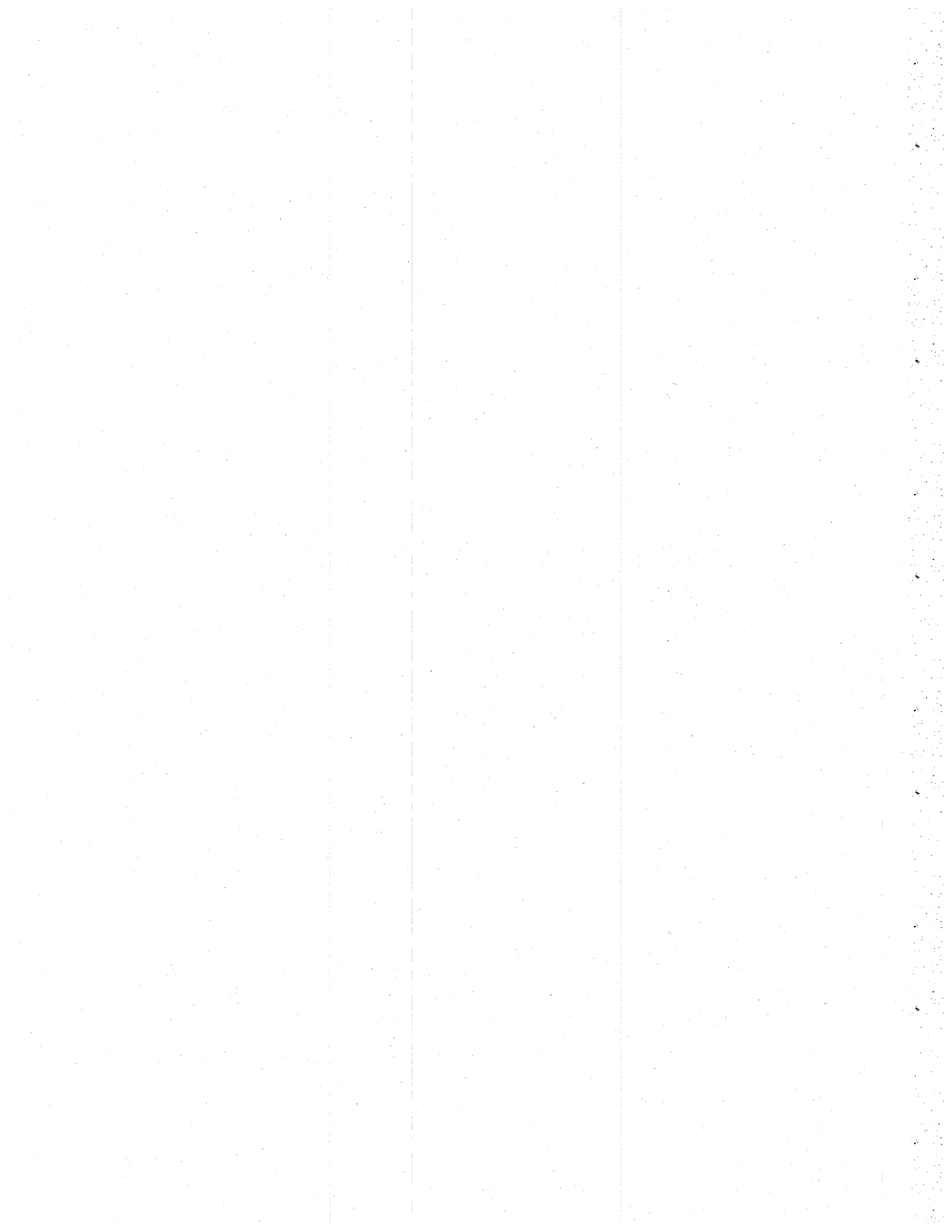
by \_\_\_\_\_

Name: Gerald Morin

Title: Vice President

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.







Ernst & Young LLP  
410 - 22<sup>nd</sup> Street East Suite 1200  
Saskatoon, SK S7N 5T6

Tel: +1 204 934 9000  
Fax: +1 204 453 5659  
ey.com

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Métis Nation - Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, SK  
S7L 6M8  
("MNS", "you" or the "Client")

17 June 2016

Attention: Robert Doucette and Gerald Morin

### Independent Oversight Advisor - Métis Nation - Saskatchewan

Dear Mr. Doucette and Mr. Morin:

This engagement letter, together with any attachments (collectively, the "Agreement") confirms the terms and conditions on which Ernst & Young Inc. ("we" or "EY") has been engaged by MNS to provide certain professional services (the "Services").

#### Background

MNS is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered.

Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") has agreed to provide funding to Métis Nation - Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation - Saskatchewan, April 1, 2014, as amended by

- the undated Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan,
- the May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan, and
- the June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan ("Amending Agreement #3")

(collectively, the "MNS Agreement"). As part of the MNS Agreement, an "Expert Advisor" must be retained.

As additional background information, Article 2 of the Constitution of the Metis Nation-Saskatchewan relates to the MNL (as defined below). Below are a few key sections contained within the Constitution:

- 2(1). There shall be a MNL which shall be the governing authority of the Metis Nation-Saskatchewan.
- 2(3). The MNL shall have the authority to enact legislation, regulations, rules and resolutions governing affairs and conduct of the Metis in Saskatchewan.
- 2(10). All budgets shall be determined by the Metis Nation Legislative Assembly, based upon the recommendations of the Provincial Metis Council.

#### Scope of Services

EY's scope of Services includes:

- ▶ Receiving the amounts payable to MNS by the Government of Canada pursuant to Amending Agreement #3 (the "Funds") and holding the Funds in an interest bearing trust account.
- ▶ Using the Funds in order to issue payments on behalf of MNS for the following (receipts for all expenses must be scanned and provided to EY):



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- pay for expenses associated with MNS non-partisan communications to inform Métis in Saskatchewan of the upcoming 2016 Métis Nation Legislative Assembly (the "MNLA"), 2016 General Assembly (the "GA") and 2016 MNS election (the "Election") (the "Communications Plan");
    - the Communications Plan will include, but is not limited to, restoring and updating the MNS website, interviews where required, information notices in newspapers, and information sessions at the 2016 Back to Batoche Festival;
  - pay for expenses associated with planning and organizing Provincial Métis Council ("PMC") meetings (including sub-committees and regional councils) to prepare for the MNLA, GA and Election (the "Meetings"), including but not limited to booking meeting rooms, and accommodations for attendees, and retaining a minute taker for Meetings. The Meetings shall include
    - three (3) Meetings leading up to the MNLA, and two (2) each quarter following the Election,
    - sub-committee meetings, as determined by the PMC through to the Election, and
    - one (1) meeting for each of the regional councils leading up to the MNLA;
  - reimburse expenses for those attending the Meetings in accordance with the existing Government of Canada expense reimbursement policy, a copy of which is available at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (receipts for all reimbursable expenses must be scanned and provided to EY);
  - pay for expenses associated with the non-partisan coordinating and implementing the MNLA and GA, including but not limited to, fees for legal services related to governance matters and constitutional discussions;
  - pay for expenses associated with the Election, including but not limited to, fees for the retention of an external neutral expert to assist MNS with the process;
  - pay any and all amounts related to the premises located at 231 Robin Crescent, Saskatoon, SK S7L 6M8 (or any replacement premises), including but not limited to occupancy and insurance costs as requested by MNS and supported by a majority resolution of the PMC;
  - maintain an offsite backup of the Métis citizenship records (the "Backup");
  - pay other expenditures requested by the MNS and supported by a majority resolution of the PMC; and
  - pay EY's fees, expenses, disbursements and applicable taxes pursuant to this Agreement; (collectively, the "Funded Services")
- ▶ Receiving the funds from the sale by MNS of the MNS library (the "Library Funds") and holding the Library Funds in an interest bearing trust account.
  - ▶ Using the Library Funds in order to issue payments on behalf of MNS to pay for expenditures requested by the MNS and supported by a majority resolution of the PMC.
  - ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are supported by a majority resolution of the PMC.

For greater certainty, EY shall have no further obligation to provide Services pursuant to this Agreement once the Funds have been depleted. Upon the depletion of the Funds, the Backup shall be returned to MNS, upon prior written notice to the Government of Canada and the PMC.



EY and MNS irrevocably agree that any dispute as to the use of the Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of this Agreement, for any reason whatsoever, any unapplied Funds shall be paid by EY to the Government of Canada.

EY shall not: (i) exercise any decision making authority on behalf of MNS; (ii) assume any management responsibilities of MNS; (iii) assume any form of control over MNS' operations, business affairs or employees; (iv) employ nor act as employer of MNS' employees; nor (v) except for the Backup, take possession of any of MNS' property.

Without limitation, the Services will not constitute (a) an audit, review or examination of financial statements in accordance with generally accepted auditing standards or (b) an examination of prospective financial statements in accordance with applicable professional standards. The Services will not include any procedures to test compliance with the laws or regulations of any jurisdiction and none of the Services or any reports will constitute any legal opinion or legal advice.

### Your Obligations

Immediately upon execution of this Agreement, you shall authorize on behalf of MNS the delivery of the Funds to EY.

### Term

The term of this Agreement shall commence on the date first written above, and shall terminate on March 31, 2017, unless terminated earlier in accordance with the provisions of this Agreement.

### Reporting

EY shall report directly to the MNS in the format and at such intervals as are agreed by the MNS and EY, and as required pursuant to the MNS Agreement, subject to any other party signing a third party access letter.

### Staffing

Joe Healey, a Senior Vice President of EY, will have will have overall responsibility for this engagement. Evan Shoforost will act the relationship partner for this engagement. EY may draw upon the resources and personnel from EY and other EY member firms as EY considers necessary in the circumstances.

EY shall be entitled to consult such external experts as it deems necessary, including legal counsel and appraisers.

### Fees/remuneration

MNS shall pay EY for the Services based on time spent by the relevant professionals in performing the Services, on the basis of actual time spent at hourly rates normally charged by it for this type of work. In addition, EY will be reimbursed for such disbursements properly and reasonably incurred by EY to carry out this engagement.

EY's rates for this engagement are:

|                                   |       |
|-----------------------------------|-------|
| Senior Vice-president and partner | \$500 |
| Senior Manager                    | \$400 |
| Manager                           | \$300 |
| Senior                            | \$200 |

In addition to the professional fees set out above, MNS shall reimburse EY for all expenses incurred in connection with the performance of the Services. You agree that EY's expenses borne by MNS may include the cost of external experts deemed necessary by EY, including without limitation legal counsel. The costs of administrative expenses such as printing, photocopies, telephone, facsimile,



courier, and administrative support will be billed to MNS at 5% of EY's professional fees. Reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement will also be charged. The fees and expenses set out above do not include any applicable taxes or duties.

EY's fees, expenses and any applicable taxes will be invoiced monthly as time and expenses are incurred. Accounts are due when rendered and interest accrues at 12% per annum on balances unpaid after 30 days. EY may suspend performance of the Services in the event the MNS fails to pay its account.

#### **Other terms and conditions**

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EY (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

The attached Appendix A entitled *Terms and Conditions* forms an integral part of this engagement letter and governs our respective rights and obligations related to or arising out of this engagement.





Please execute this letter below confirming your agreement to proceed with this engagement in accordance with the terms of this engagement letter and its Schedules.

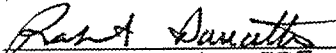
Yours very truly,

Ernst & Young Inc.

Joe Healey  
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation - Saskatchewan Secretariat Inc.

by   
Name: ROSALYN DOUCETTE  
Title: President

by   
Name:  
Title:

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.



## Appendix A GENERAL TERMS AND CONDITIONS

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

### Our reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by law (and you will promptly notify us of any such requirement, to the extent you are permitted by law to do so),

(c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or

(d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

### Notice re: Québec

16. From time to time, we may have individual partners and employees performing the Services who are members of the *Ordre des comptables professionnels agréés du Québec* (the "Québec Order"). Any individual member of the Québec Order practising the profession of chartered professional accountant assumes full personal civil liability arising therefrom, regardless of his or her status within our organization. He or she may not invoke the liability of our organization as a ground for excluding or limiting his or her own personal liability for the practice of the profession. The sections that follow below under the heading "Limitations" shall not apply to limit the personal civil liability of individual members of the Québec Order arising from their practice of the chartered professional accountant profession (and to such extent, shall be deemed to not be included in this Agreement).

### Limitations

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort (including negligence), under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
18. Our total aggregate liability to you (and any others for whom Services are provided) for any loss or damage arising out of or relating to this Agreement or the Services shall be limited to the amount of the fees you have paid us for the particular Services directly giving rise to such loss or damage. This limitation applies regardless of whether our liability arises under contract, tort (including negligence), statute or otherwise. This limitation will not limit liability for loss or damage caused by our fraud or willful misconduct and will not apply to the extent prohibited by applicable law or professional regulations.

19. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several and not joint and several, solidary or *in solidum*, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

20. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services (and the parties agree that the limitation periods established by the *Limitations Act, 2002* (Ontario) or any other applicable legislation shall be varied and/or excluded accordingly). This limitation will not apply to the extent prohibited by applicable law or professional regulations.

21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. Sections 17 through 20 and this Section 21 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.

#### Indemnity

22. To the fullest extent permitted by law, you shall indemnify and hold EY, its personnel and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by them related to or arising out of this engagement, except to the extent solely and directly caused by the fraud or wilful misconduct of EY, its personnel or agents.

#### Intellectual property rights

23. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

24. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves, solely as permitted by this Agreement.

#### Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement,

(b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the recipient at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations.

26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

27. We may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)), EY Persons, and service providers to EY and other EY Firms, all of whom may collect, use, transfer, store or otherwise process (collectively "Process") it in various jurisdictions in which we and they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide technology or administrative services, or for quality, risk management or financial accounting purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

#### Data protection

29. EY, the other EY Firms and our respective service providers may Process Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which we and they operate, for the purposes described in section 27. All Personal Data will be Processed in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements and we shall be responsible to you for maintaining the confidentiality of Personal Data, regardless of where or by whom such Personal Data is Processed on our behalf. Our Canadian privacy policy is available at [www.ey.com/ca](http://www.ey.com/ca).

30. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

#### Fees and expenses generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which



Building a better  
working world

you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.

32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

#### Force majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

#### Term and termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
36. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
38. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

#### Governing law and dispute resolution

39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. Any dispute, claim or other matter arising out of or relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ontario courts, to which each of us agrees to submit for these purposes.

#### Miscellaneous

40. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
41. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must

agree in writing to modify this Agreement or any Statement of Work hereunder.

42. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that any others for whom Services are provided shall be bound by the terms of this Agreement and the applicable Statement of Work.
43. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
44. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
45. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
47. Neither of us may use or reference the other's name, logos or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
48. Without limiting any other terms of this Agreement, the provisions of Sections 22, 27, 29 and 43 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.
49. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time other EY Firms providing Services as our subcontractors may bill you directly for fees and expenses incurred for work performed outside of Canada (in local currency or otherwise).
50. Where you have engaged the Canadian firm of Ernst & Young LLP, please note the following. We are a registered limited liability partnership ("LLP") continued under the laws of the province of Ontario and we are registered as an extra-provincial LLP in Quebec and other Canadian provinces. Generally, an LLP partner is not personally liable for the debts, obligations or liabilities of the LLP arising from the negligence of persons not under his or her direct supervision (including other LLP partners) or most other debts or obligations of the LLP. As an LLP, we are required to maintain certain insurance. Our insurance exceeds the mandatory professional liability insurance requirements established by any provincial Institute of Chartered Accountants/Order of Chartered Professional Accountants.



Building a better  
working world

Ernst & Young LLP  
410 - 22nd Street East, Suite 1200  
Saskatoon, SK S7N 5T6

Tel: +1 306 934 8000  
Fac: +1 306 653 5859  
ey.com

30 June 2016

Métis Nation – Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, SK  
S7L 6M8  
("MNS", "you" or the "Client")

Attention: Robert Doucette and Gerald Morin

Dear Sir;

Re: Engagement letter dated June 17, 2016 between MNS and Ernst & Young Inc.  
("EY") re: Independent Oversight Advisor – Métis Nation - Saskatchewan (the  
"Engagement Letter")

The parties hereby acknowledge that in entering into the Engagement Letter, it was the intention of the parties that the Engagement Letter be subject to Section 12.2 of the MNS Agreement (as defined in the Engagement Letter).

Yours very truly,

Ernst & Young Inc.

Joe Healey  
Senior Vice-President

We hereby concur with the terms of the  
foregoing engagement.

**Metis Nation – Saskatchewan Secretariat  
Inc.**

by

Name: ROBERT DOUCETTE

Title: PRESIDENT

by

Name:

Title:

We have the authority to bind Metis Nation –  
Saskatchewan Secretariat Inc.



June 29, 2016

Metis Nation – Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, Saskatchewan  
S7L 6M8

Lorne R. Gibson  
Election Management Consultant  
821 Ash Street  
Winnipeg, Manitoba  
R3N 0R7

c/o Evan Shoforost CPA, CA  
Ernst & Young LLP  
1200 410-22<sup>nd</sup> Street East  
Saskatoon, Saskatchewan  
S7K 5T6

## ENGAGEMENT LETTER

Attention Mr. Robert Doucette and/or Gerald Morin:

Thank you for your expression of interest in retaining me to provide election management consulting services to the Metis Nation of Saskatchewan (MSN).

This letter sets out my understanding of the terms of my engagement. If the terms of my engagement are acceptable, please sign a copy of this letter and return it to me. Please contact me if you would like any clarification, or wish to discuss, any aspects of these terms.

### Purpose and Scope

The engagement of Lorne Gibson is to provide election management consulting services on behalf of the MSN. More specifically, you have asked me:

- to become familiar with the past practices and legislatively required process for electing representatives to the Provincial Metis Council;
- to determine the MSN's state of preparedness for conducting elections in September 2016;
- to determine the types of activities and amount of work that will be required to prepare for and administer the next Provincial Metis Council election;
- to conduct a preliminary search for a person qualified and available to be appointed to the position of Chief Electoral Officer to administer the upcoming Provincial Metis Council election in Saskatchewan;
- to forecast the cost of election preparations and delivery of the next Provincial Metis Council election in Saskatchewan; and
- to attend the Metis Nation Legislative Assembly meeting in Yorkton, Saskatchewan on July 30 - July 31, 2016 and make a recommendation on the

most appropriate timing for a Saskatchewan Provincial Metis Council election and the appointment of a Chief Electoral Officer.

**Assistance to be provided by Client**

In order to facilitate this engagement and the provision of the above professional consulting services, the MSN agrees to:

- provide any documents, reports, minutes and information in its possession or to which it has access related to the administration of past Saskatchewan Provincial Metis Council elections and plans for future elections that the consultant deems useful or necessary to fulfill the engagement; and
- assist the consultant in obtaining information from any other source which the consultant deems necessary for the fulfillment of the engagement.

**Confidentiality**

In conducting this engagement, information acquired by the consultant in the course of the engagement, including any information relating to MSN's affairs or the affairs of Ernst & Young's will be treated in strict confidence. That information will not be disclosed by the consultant to other parties except as required or allowed for by law, or with your express consent.

**Period of Engagement**

This engagement will commence upon acceptance of the terms of engagement by MSN as noted by execution of this letter and end on July 31, 2016.

**Professional Fees**

My consulting fee for these services will be as follows:

\$150.00 per hour

This fee excludes any applicable G.S.T. and disbursements, such as airfare, taxi, mileage and photocopying charges. Any necessary mileage expenses will be charged at the rate of 55 cents per kilometre.

Fees and expenses payable will be invoiced every two weeks on the 1<sup>st</sup> and 16<sup>th</sup> of each month and payment will be due 30 days from the date of the invoice.

**Cancellation of Contract**

Both parties to this agreement may unilaterally cancel the engagement by giving the other party written notice ("Cancellation Notice"). However, MSN shall remain responsible for timely and full payment of consultant invoices for professional services rendered before the Cancellation Notice was received by the non-cancelling party.







**CUELENAERE, KENDALL  
KATZMAN & WATSON LLP**  
Barristers, Solicitors and Mediators

#500, 128 - 4th Avenue South  
Saskatoon, Saskatchewan S7K 1M8  
Ph: (306) 653-5000  
Fax: (306) 652-4171  
www.cuelenaere.com

July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

May Henderson  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

Dear Madam:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, Provincial Metis Holdco Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of Provincial Metis Holdco Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

1. The Minute Book for Provincial Metis Holdco Inc
2. All books and records of Provincial Metis Holdco Inc within 5 days.

If you do not provide this information within 5 days we will have no alternative but to commence legal proceedings to obtain the same, and if this step is necessary, costs will be claimed against you personally.

I look forward to hearing from you.

Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

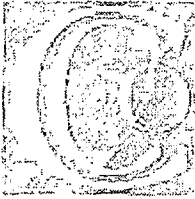
Per:

  
**Jay D. Watson**

JDW\*bmb  
Direct Line: (306) 477-7228  
email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

Bcc Evan Shoforest via email: [evan.shoforest@ca.ey.com](mailto:evan.shoforest@ca.ey.com)

Bcc Mavis Taylor via email: [matay@sasktel.net](mailto:matay@sasktel.net)



**CUELENAERE, KENDALL  
KATZMAN & WATSON LLP**  
Barristers, Solicitors and Mediators

#500, 128 - 4th Avenue South  
Saskatoon, Saskatchewan S7K 1M8  
Ph: (306) 653-5000  
Fax: (306) 652-4171  
www.cuelenaere.com

July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Louis Gardiner  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

Dear Sir:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, Provincial Metis Holdco Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of Provincial Metis Holdco Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

**Jay D. Watson**

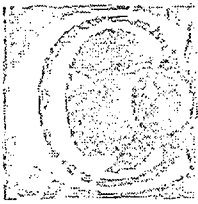
*JDW\*bmb*

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

Bcc Evan Shoforest via email: [evan.shoforst@ca.ey.com](mailto:evan.shoforst@ca.ey.com)

Bcc Mavis Taylor via email: [matay@sasktel.net](mailto:matay@sasktel.net)



**CUELENAERE, KENDALL  
KATZMAN & WATSON LLP**  
Barristers, Solicitors and Mediators

#500, 128 - 4th Avenue South  
Saskatoon, Saskatchewan S7K 1M8  
Ph: (306) 653-5000  
Fax: (306) 652-4171  
www.cuelenaere.com

July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Robert Doucette  
533 Pendency Road  
Saskatoon SK S7M 5N4

**Via Registered Mail**

Dear Sir:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, Provincial Metis Holdco Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of Provincial Metis Holdco Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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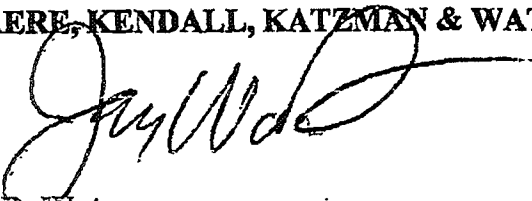
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I look forward to hearing from you.

Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

  
Jay D. Watson

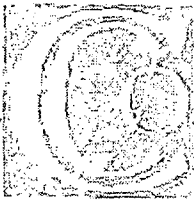
JDW\*bmb

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

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**CUELENAERE, KENDALL  
KATZMAN & WATSON LLP**  
Barristers, Solicitors and Mediators

#500, 128 - 4th Avenue South  
Saskatoon, Saskatchewan S7K 1M8  
Ph: (306) 653-5000  
Fax: (306) 652-4171  
www.cuelenaere.com

July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

May Henderson  
311 Carter Crescent  
Saskatoon SK S7L 7K4

**Via Registered Mail**

Dear Madam:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, Round Prairie Ventures Incorporated is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of Round Prairie Ventures Incorporated and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

1. The Minute Book for Round Prairie Ventures Incorporated
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I look forward to hearing from you.

Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

  
**Jay D. Watson**

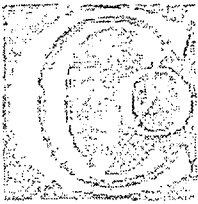
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708 Centre Street  
Meadow Lake SK S9X 1G2

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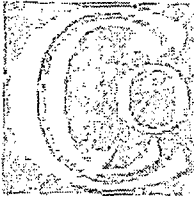
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July 22, 2016

Ray Hamilton  
27 Andre Avenue  
Regina SK S4T 7C9

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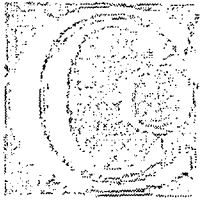
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Christopher Sicotte  
68 Morris Drive  
Saskatoon SK S7L 3V2

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*JDW\*bmb*

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July 22, 2016

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Darryl Fidler  
482 Delaronde Road  
Saskatoon SK S7J 4A6

**Via Registered Mail**

Dear Sir:

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We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, Round Prairie Developments Ltd. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of Round Prairie Developments Ltd. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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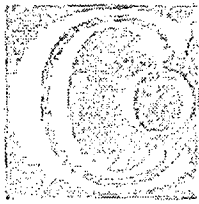
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May Henderson  
311 Carter Crescent  
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Marie Hanson  
Box 385  
Buffalo Narrows SK S0M 0J0

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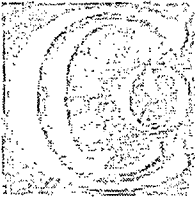
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708 Centre Street  
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27 Andre Avenue  
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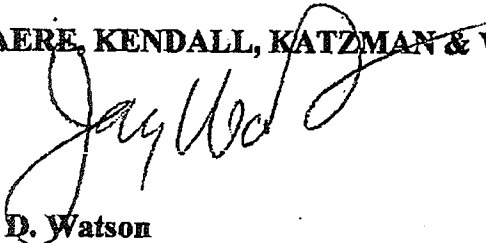
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Donald Dugan  
208 - 301 34 Street West  
Prince Albert SK S6V 8B7

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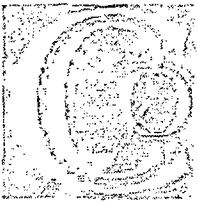
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July 22, 2016

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May Henderson  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

Dear Madam:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, BTB Land Management Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of BTB Land Management Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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July 22, 2016

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Louis Gardiner  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

Dear Sir:

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We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, BTB Land Management Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of BTB Land Management Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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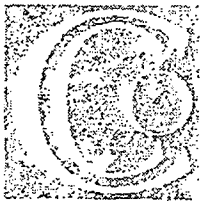
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Robert Doucette  
231 Robin Crescent  
Saskatoon SK S7L 6M8

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Ph: (306) 653-5000  
Fax: (306) 652-4171  
www.cuelenaere.com

July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Nora Cummings  
2518 William Avenue  
Saskatoon SK S7H 1B3

**Via Registered Mail**

Dear Madam:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, BTB Festival Days Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of BTB Festival Days Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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I look forward to hearing from you.

Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

  
**Jay D. Watson**

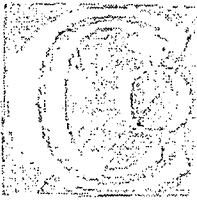
JDW\*bmb

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

Bcc Evan Shoforest via email: [evan.shoforest@ca.ey.com](mailto:evan.shoforest@ca.ey.com)

Bcc Mavis Taylor via email: [matay@sasktel.net](mailto:matay@sasktel.net)



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July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Ashley Norton  
1175 Wallace Street  
Regina SK S4N 3Z1

**Via Registered Mail**

Dear Madam:

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Yours truly,

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Per:

  
**Jay D. Watson**

JDW\*bmb

Direct Line: (306) 477-7228

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July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

May Henderson  
1 1602 Main Street  
Saskatoon SK. S7H 0L7

**Via Registered Mail**

Dear Madam:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, BTB Festival Days Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of BTB Festival Days Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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Yours truly,

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Per:

**Jay D. Watson**

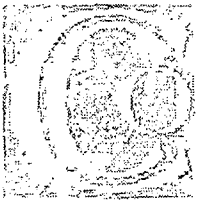
*JDW\*bmb*

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

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July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Shirley Isbister  
3483 Fairlight Drive  
Saskatoon SK S7K 3B8

**Via Registered Mail**

Dear Madam:

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Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

**Jay D. Watson**

JDW\*bmb

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

Bcc Evan Shoforest via email: [evan.shoforost@ca.ey.com](mailto:evan.shoforost@ca.ey.com)

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July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW

Robert Doucette  
406 Jessop Avenue  
Saskatoon SK S7N 2S5

**Via Registered Mail**

Dear Sir:

**RE: Metis Nation – Saskatchewan Secretariat Inc.**

We act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. As you know, BTB Festival Days Inc. is, or should be, a subsidiary of Metis Nation – Saskatchewan Secretariat Inc. You are listed as a Director of BTB Festival Days Inc. and as such, Metis Nation – Saskatchewan Secretariat Inc. is formally requesting from you the following information:

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Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

  
**Jay B. Watson**

*JDW\*bmb*

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

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July 22, 2016

OUR FILE:

YOUR FILE:

122371-001/JW  
51092.1

Bryan Lee  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

Dear Sir:

**RE: Metis Nation – Saskatchewan Secretariat Inc. and Provincial Metis Council**

Please be advised that we act as solicitors for Metis Nation – Saskatchewan Secretariat Inc. and the Provincial Metis Council. I have been instructed by the Provincial Metis Council to demand the following information from you:

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Yours truly,

**CUELENAERE, KENDALL, KATZMAN & WATSON LLP**

Per:

**Jay D. Watson**

*JDW\*bmb*

Direct Line: (306) 477-7228

email: [jwatson@cuelenaere.com](mailto:jwatson@cuelenaere.com)

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July 22, 2016

OUR FILE: 122371-001/JW  
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May Henderson  
231 Robin Crescent  
Saskatoon SK S7L 6M8

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Per:

**Jay D. Watson**

*JDW\*bmb*

*Direct Line: (306) 477-7228*

*email: jwatson@cuelenaere.com*

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July 22, 2016

OUR FILE:

YOUR FILE: 122371-001/JW  
51092.1

Louis Gardiner  
Box 159  
Rte A La Crosse, SK S0M 1G0

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Per:

**Jay D. Watson**

*JDW\*bmb*

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July 22, 2016

OUR FILE:

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Robert Doucette  
231 Robin Crescent  
Saskatoon SK S7L 6M8

**Via Registered Mail**

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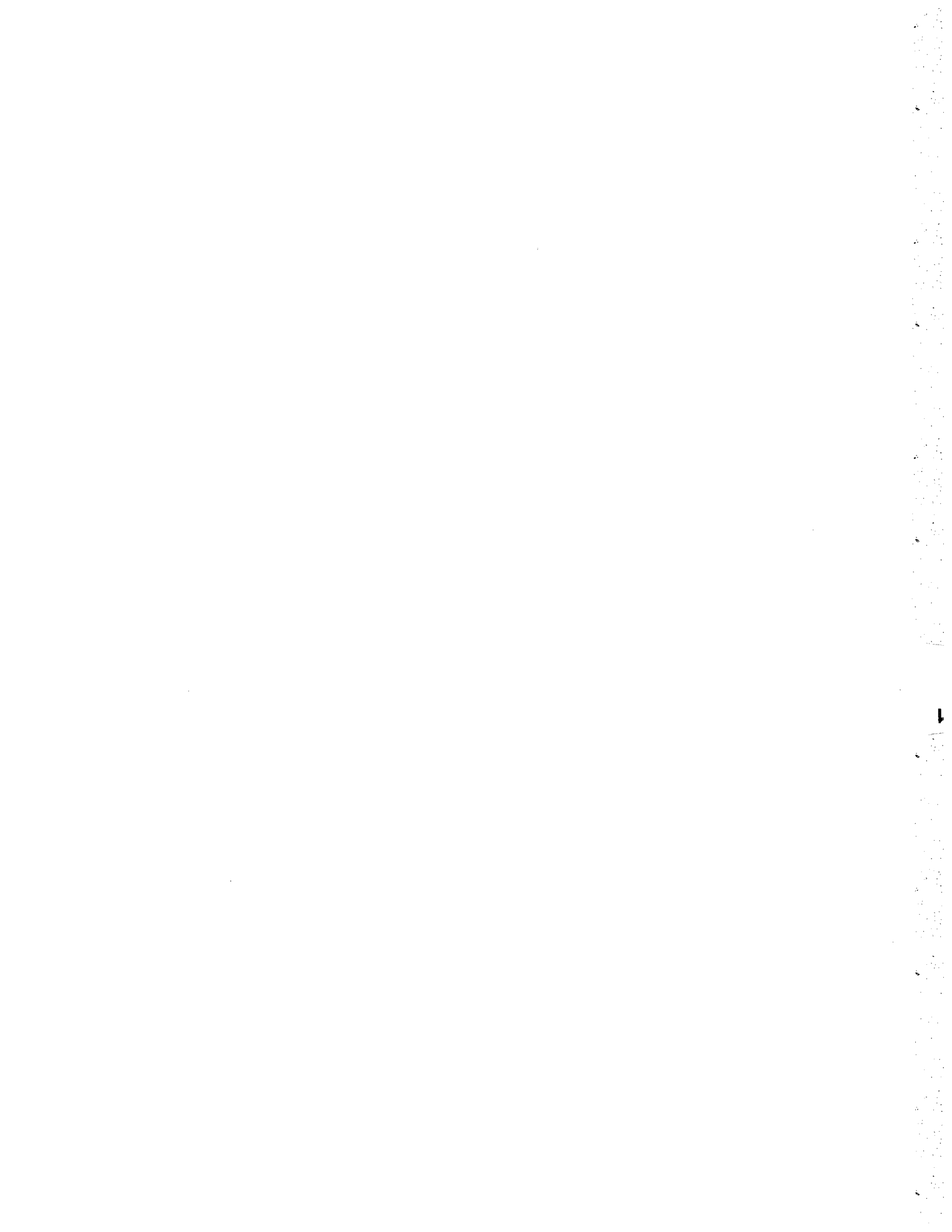
Per:

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Ministre des Affaires autochtones  
et du développement du Nord



Minister of Aboriginal Affairs and  
Northern Development

Ottawa, Canada K1A 0H4

OCT 1 2014

Mr. Robert Doucette  
President  
Métis Nation-Saskatchewan  
231 Robin Crescent  
SASKATOON SK S7L 6M8

FAX: 306-343-0171

Dear President Doucette:

As you know, the Métis Nation-Saskatchewan is currently operating within a multi-year Basic Organizational Capacity Agreement in which the organization receives funding for core operations. The Métis Nation-Saskatchewan is bound by the terms and conditions of this Agreement, in which the organization explicitly acknowledges that "it will be in default of this agreement if it has not held a properly and duly called Métis Nation-Saskatchewan Legislative Assembly by September 30, 2014."

It is my understanding that as of September 30, 2014, the Métis Nation-Saskatchewan has not been able to hold a properly and duly called Legislative Assembly due to ongoing internal governance issues, and as a result is in default of its funding agreement as of October 1, 2014. Therefore, the federal government is holding Métis Nation-Saskatchewan to the terms and conditions of their Basic Organizational Capacity agreement and halting all payments to Métis Nation-Saskatchewan as of November 1, 2014.

It is my hope that Métis Nation-Saskatchewan finds a way to effectively and efficiently give the Métis people of Saskatchewan the governance that they deserve - one which is transparent, accountable and democratic. I also firmly believe that taxpayer dollars are to be used wisely and for the benefit of all Canadians.

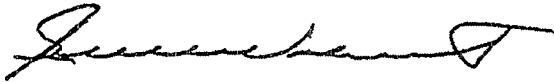
Our government remains committed to working with our Métis partners to create jobs, economic growth and long-term prosperity for Métis in Canada. Departmental officials will follow up with you to answer any questions you may have.

.../2

Canada

In the spirit of transparency, I am copying all known members of the executive of the Métis Nation-Saskatchewan.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard Valcourt". The signature is fluid and cursive, with a prominent loop at the end.

Bernard Valcourt, PC, QC, MP

c.c.: Executive of the Métis Nation-Saskatchewan



Financial Statements of

**MÉTIS NATION - SASKATCHEWAN  
SECRETARIAT INC.**

Year ended March 31, 2011





KPMG LLP  
Chartered Accountants  
600-128 4<sup>th</sup> Avenue South  
Saskatoon Saskatchewan S7K 1M8  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

## INDEPENDENT AUDITORS' REPORT

To the members of Métis Nation - Saskatchewan Secretariat Inc.

We have audited the accompanying financial statements of Métis Nation - Saskatchewan Secretariat Inc., which comprise the statement of financial position as at March 31, 2011, and the statements of revenues and expenses, changes in net assets, and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements present fairly, in all material respects, the financial position of Métis Nation - Saskatchewan Secretariat Inc. as at March 31, 2011, and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

*KPMG LLP*

Chartered Accountants

Saskatoon, Canada  
August 29, 2011

KPMG LLP, is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.  
KPMG Canada provides services to KPMG LLP.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Statement of Financial Position

March 31, 2011, with comparative figures for 2010

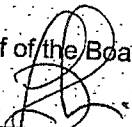
|                                                                | 2011                | 2010              |
|----------------------------------------------------------------|---------------------|-------------------|
| <b>Assets</b>                                                  |                     |                   |
| Current assets:                                                |                     |                   |
| Cash                                                           | \$ 559,647          | \$ -              |
| Accounts receivable (note 3)                                   | 412,664             | 432,835           |
| Due from Back to Batoche, a related party (note 4)             | 58,000              | -                 |
|                                                                | <u>1,030,311</u>    | <u>432,835</u>    |
| Property and equipment (note 5)                                | 216,684             | 274,252           |
|                                                                | <u>\$ 1,246,995</u> | <u>\$ 707,087</u> |
| <b>Liabilities and Net Assets</b>                              |                     |                   |
| Current liabilities:                                           |                     |                   |
| Bank indebtedness (note 6)                                     | \$ -                | \$ 275,083        |
| Accounts payable and accrued liabilities                       | 760,801             | 168,998           |
| Deferred revenue (note 7)                                      | 426,036             | 233,747           |
| Due to Provincial Métis Holdco Inc., a related entity (note 8) | 58,000              | 188               |
| Due to Back to Batoche, a related party (note 4)               | 24,755              | -                 |
|                                                                | <u>1,269,592</u>    | <u>678,016</u>    |
| Deferred contributions for equipment (note 9)                  | 103,558             | 152,353           |
| Net assets:                                                    |                     |                   |
| Operating fund                                                 | (239,281)           | (245,181)         |
| Capital fund                                                   | 113,126             | 121,899           |
|                                                                | <u>(126,155)</u>    | <u>(123,282)</u>  |
|                                                                | <u>\$ 1,246,995</u> | <u>\$ 707,087</u> |

Nature of operations (note 1)

Contingency (note 12)

See accompanying notes to financial statements.

On behalf of the Board:

  
 \_\_\_\_\_ Director  
 Robert E. Davault  
 \_\_\_\_\_ Director

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Revenue and Expenses

Year ended March 31, 2011, with comparative figures for 2010

|                                                         | 2011              | 2010               |
|---------------------------------------------------------|-------------------|--------------------|
| Revenue (schedules 2 - 32)                              |                   |                    |
| Federal grants                                          | \$ 1,937,029      | \$ 2,101,372       |
| Provincial grants                                       | 949,618           | 1,194,846          |
| Other                                                   | 75,655            | 418,214            |
|                                                         | <u>2,962,302</u>  | <u>3,714,432</u>   |
| Expenses - Summary schedule of expenses<br>(schedule 1) | 2,965,175         | 3,787,768          |
| Excess (deficiency) of revenue over expenses            | <u>\$ (2,873)</u> | <u>\$ (73,336)</u> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Changes in Net Assets

Year ended March 31, 2011, with comparative figures for 2010

|                                                      | 2011                | 2010                |
|------------------------------------------------------|---------------------|---------------------|
| <b>Operating Fund</b>                                |                     |                     |
| Balance, beginning of year                           | \$ (245,181)        | \$ (166,601)        |
| Excess (deficiency) of revenue over expenses         | (2,873)             | (73,336)            |
| Transfer from capital fund for amortization          | 57,568              | 65,047              |
| Transfer to capital fund for purchase of equipment   | -                   | (93,074)            |
| Deferred contributions related to equipment          | -                   | 78,150              |
| Amortization of deferred contributions for equipment | (48,795)            | (55,367)            |
| <b>Balance, end of year</b>                          | <b>\$ (239,281)</b> | <b>\$ (245,181)</b> |

## Capital fund

|                                                        |                   |                   |
|--------------------------------------------------------|-------------------|-------------------|
| Balance, beginning of year                             | \$ 121,899        | \$ 116,655        |
| Transfer to operating fund for amortization            | (57,568)          | (65,047)          |
| Transfer from operating fund for purchase of equipment | -                 | 93,074            |
| Deferred contributions related to equipment            | -                 | (78,150)          |
| Amortization of deferred contributions for equipment   | 48,795            | 55,367            |
| <b>Balance, end of year</b>                            | <b>\$ 113,126</b> | <b>\$ 121,899</b> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Cash Flows

Year ended March 31, 2011, with comparative figures for 2010

|                                                                                          | 2011              | 2010                |
|------------------------------------------------------------------------------------------|-------------------|---------------------|
| Cash flows from (used in):                                                               |                   |                     |
| Operations:                                                                              |                   |                     |
| Excess (deficiency) of revenue over expenses                                             | \$ (2,873)        | \$ (73,336)         |
| Items not involving cash:                                                                |                   |                     |
| Amortization                                                                             | 57,568            | 65,047              |
| Amortization of deferred contributions for equipment                                     | (48,795)          | (55,367)            |
| Change in non-cash operating working capital:                                            |                   |                     |
| Accounts receivable                                                                      | 20,171            | 226,445             |
| Accounts payable and accrued liabilities                                                 | 591,803           | (66,624)            |
| Due to Provincial Métis Holdco Inc.                                                      | 57,812            | 188                 |
| Due to Back to Batoche, a related party                                                  | (33,245)          | -                   |
| Deferred revenue                                                                         | 192,289           | (85,791)            |
|                                                                                          | <u>834,730</u>    | <u>10,562</u>       |
| Financing:                                                                               |                   |                     |
| Deferred grants for equipment                                                            | -                 | 78,150              |
| Investing:                                                                               |                   |                     |
| Purchase of equipment                                                                    | -                 | (93,074)            |
| Increase (decrease) in cash position                                                     | 834,730           | (4,363)             |
| Bank indebtedness, beginning of year                                                     | (275,083)         | (270,720)           |
| Cash (bank indebtedness), end of year                                                    | \$ 559,647        | \$ (275,083)        |
| Cash (bank indebtedness) consists of bank overdraft less outstanding cheques as follows: |                   |                     |
| Bank balance (overdraft)                                                                 | \$ 813,723        | \$ (91,766)         |
| Outstanding cheques                                                                      | (254,076)         | (183,317)           |
|                                                                                          | <u>\$ 559,647</u> | <u>\$ (275,083)</u> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements

Year ended March 31, 2011

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Métis Nation - Saskatchewan Secretariat Inc. (the "Métis Nation") is incorporated under the Métis Act of Saskatchewan. The Métis Nation's purpose is to undertake activities that strive to recognize the political, legal and constitutional rights of the Métis people in Saskatchewan.

## 1. Nature of operations:

These financial statements have been prepared on a going concern basis, which presumes that the Métis Nation will continue in operation for a reasonable period of time and will be able to realize its assets and discharge its liabilities in the normal course of operations.

The Métis Nation's continuation as a going concern is dependent upon its ability to attain profitable operations and obtain sufficient cash from external funding to meet its liabilities and commitments. The outcome of these matters cannot be determined at this time.

These financial statements do not include any adjustments in the carrying values of assets and liabilities, the reported deficiency of revenue over expenditures and the statement of financial position classifications that would be necessary if the going concern assumptions were not appropriate, should the Métis Nation not be able to continue its normal course of business.

## 2. Significant accounting policies:

### (a) Use of estimates:

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Actual results could differ from these estimates.

### (b) Cash:

Cash consists of balances with financial institutions which have an initial term to maturity of three months or less.

### (c) Property and equipment:

Property and equipment are stated at cost. Amortization is computed based upon the estimated useful lives and salvage values of the equipment. In the year of acquisition, one-half of the normal rate of amortization is used. No amortization on equipment is taken in the year of disposal.

Amortization is provided using the following method and annual rates:

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

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## 2. Significant accounting policies (continued):

| Asset     | Method            | Rate |
|-----------|-------------------|------|
| Equipment | Declining Balance | 20%  |
| Furniture | Declining Balance | 35%  |
| Computers | Declining Balance | 50%  |

Contributions for equipment purchases are deferred and amortized on the same basis as the assets to which they relate. Amortization of deferred contributions for equipment is included in revenue from federal funding sources.

### (d) Revenue recognition:

The Métis Nation follows the deferral method of accounting for contributions. Externally restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

### (e) Deferred revenue:

Deferred revenue relates to funds received which relate to the next fiscal year.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

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## 2. Significant accounting policies (continued):

### (f) Accounting for program activities:

The statement of financial position and the statements of revenue and expenses, changes in net assets and cash flows are all prepared on a combined basis. Revenue and expenses related to administration activities and program delivery are reported as follows:

- Administration
- Registry Program
- Federal Duty to Consult Program
- Duty to Consult - Enbridge Program
- Bilateral Program
- Tripartite Self Government Program
- Basic Organization Capacity Program
- Aboriginal Health Transition Program
- Harvesting Program
- Fishery Program
- Duty to Consult - Regulatory Reform
- Public Health Agency of Canada - Surveillance
- Duty to Consult - Nuclear Waste Management Organization
- Youth Leadership Workshop
- Fisheries Round Table Program
- Tripartite Constitutional Workshop
- Organizational Assessment
- Saskatchewan Landing Water Project
- Water West Water Project
- Appeals Tribunal
- Harvesting Negotiations
- Environment
- Post Powley Component A
- Post Powley Component B
- Genealogical & Historical
- Community Engagement
- Boundary Consultation
- Sport & Recreation
- Health Director Initiative
- Health - Suicide Prevention



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

## 2. Significant accounting policies (continued):

### (g) Financial instruments:

Financial assets and financial liabilities are initially recognised at fair value and their subsequent measurement is dependent on their classification as described below:

Cash and investments that may arise and bank indebtedness are classified as financial assets held for trading and are measured at fair value.

Accounts receivable are classified as loans and receivables and are recorded at amortized cost.

Accounts payable and accrued liabilities are classified as other liabilities and measured at amortized cost.

Transaction costs related to held for trading financial assets are expensed as incurred.

## 3. Accounts receivable:

|                                 | 2011              | 2010              |
|---------------------------------|-------------------|-------------------|
| GST recoverable                 | \$ 99,133         | \$ 94,441         |
| Program funding and other       | 325,031           | 343,640           |
| Due from related party          | -                 | 6,254             |
| Allowance for doubtful accounts | (11,500)          | (11,500)          |
|                                 | <u>\$ 412,664</u> | <u>\$ 432,835</u> |

## 4. Due from (to) Back to Batoche, a related party:

Amounts due from Back to Batoche of \$58,000 consist of advances of \$150,000 less repayments of \$92,000. These amounts were used to assist in financing Back to Batoche activities.

Amounts due to Back to Batoche of \$24,755 (2010 - \$nil) consist primarily of Goods and Services Tax refunds collected by the Metis Nation on Back to Batoche activities.

Amounts due from (to) Back to Batoche are non-interest bearing, unsecured and have no fixed terms of repayment.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

## 5. Property and equipment:

|           |            |                          | 2011           | 2010           |
|-----------|------------|--------------------------|----------------|----------------|
|           | Cost       | Accumulated amortization | Net book value | Net book value |
| Land      | \$ 99,405  | \$ -                     | \$ 99,405      | \$ 99,405      |
| Equipment | 194,552    | 132,867                  | 61,685         | 77,105         |
| Furniture | 72,988     | 43,852                   | 29,136         | 44,825         |
| Computers | 96,288     | 69,830                   | 26,458         | 52,917         |
|           | \$ 463,233 | \$ 246,549               | \$ 216,684     | \$ 274,252     |

## 6. Cash/ bank indebtedness:

Cash consists of amounts on deposit with financial institutions less outstanding cheques issued. The previous year bank indebtedness was comprised of cheques issued in excess of funds on deposit (bank overdraft). The Métis Nation has available a line of credit to the maximum amount of \$50,000 at March 31, 2011. On April 16, 2011, the available line of credit was increased to \$200,000. The Métis Nation also has available a \$20,000 line of credit secured by a Guaranteed Investment Certificate held by Provincial Métis Holdco Inc., a related party.

## 7. Deferred revenue:

Deferred revenue is comprised of the following:

|                                                             | 2011       | 2010       |
|-------------------------------------------------------------|------------|------------|
| Health Director Initiative 2011/2012                        | \$ 160,000 | \$ 120,000 |
| Harvesting Negotiations                                     | 150,744    | -          |
| Environment                                                 | 85,292     | -          |
| Health Director Initiative 2010/2011                        | 30,000     | -          |
| Aboriginal Health Transition Program (schedule 9)           | -          | 80,676     |
| Public Health Agency of Canada - Surveillance (schedule 13) | -          | 17,227     |
| Batoche Activities                                          | -          | 15,844     |
|                                                             | \$ 426,036 | \$ 233,747 |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

## 8. Due to Provincial Metis Holdco Inc., a related party:

Amounts due to Provincial Metis Holdco Inc. of \$58,000 consist of advances of \$150,000 less repayments of \$92,000. These amounts were used to assist in financing Back to Batoche activities (note 4).

Amounts due to Provincial Metis Holdco Inc. are non-interest bearing, unsecured and have no fixed terms of repayment.

## 9. Deferred contributions for equipment:

|           |            |                          | 2011           | 2010           |
|-----------|------------|--------------------------|----------------|----------------|
|           | Cost       | Accumulated amortization | Net book value | Net book value |
| Equipment | \$ 90,798  | \$ 34,783                | \$ 56,015      | \$ 70,020      |
| Furniture | 68,664     | 41,035                   | 27,629         | 42,506         |
| Computers | 73,553     | 53,639                   | 19,914         | 39,827         |
|           | \$ 233,015 | \$ 129,457               | \$ 103,558     | \$ 152,353     |

## 10. Related party transactions:

During the year the Métis Nation incurred rent expense of \$160,684 (2010 - \$128,669) to Provincial Métis Holdco Inc., an organization with which it is related through common board members. This rent represents amounts agreed between the related parties. During the previous year Provincial Métis Holdco forgave \$97,466 of rent to the Métis Nation of which \$27,079 related to the 2010 fiscal year of the Métis Nation and \$70,387 related to prior years. Amounts due from (to) Back to Batoche consisting of advances of \$58,000 (2010 - nil) and accounts payable of \$24,755 (2010 - \$nil) are non-interest bearing, unsecured and have no fixed terms of repayment (note 4). Amounts due to Provincial Métis Holdco in the amount of \$58,000 (2010 - \$188) are non-interest bearing, unsecured and have no fixed terms of repayment (note 8).

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2011

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## 11. Financial instruments and risk management:

The Métis Nation, through its financial assets and liabilities, has exposure to the following risks from its use of financial instruments:

### Credit risk

The Métis Nation's principal financial asset is accounts receivable, which is subject to credit risk. The carrying amount of this financial asset on the statement of financial position represent the Métis Nation's maximum credit exposure at March 31, 2011. The amounts disclosed in the statement of financial position are net of allowance for doubtful accounts, estimated by management of the Métis Nation based on previous experience and its assessment of the current economic environment.

### Interest Rate Risk

Interest-bearing bank indebtedness has limited exposure to interest rate risk due to its short-term maturity.

### Fair Values

The fair values of cash (bank indebtedness), accounts receivable and accounts payable and accrued liabilities approximate their carrying value due to their short-term period to maturity. The fair value of amounts due from Back to Batoche, due to Provincial Métis Holdco Inc. and due to Back to Batoche all related parties, are not determinable due to the non-arm's length of the relationships between the parties.

## 12. Contingency:

A claim has been filed by a former employee against the Métis Nation alleging wrongful dismissal. A statement of defence has been filed. The Métis Nations is in the process of determining the nature of the claim and their potential liability and will account for the amount of settlement if any, upon final determination of any liability.

## 13. Comparative figures:

Certain comparative figures have been reclassified to conform with the financial statement presentation adopted in the current year.

During the year the Métis Nation changed the manner in which certain program expenses (rent, office supplies, telephone and overhead costs, etc.) are allocated to specific programs. For 2011, the expenses specifically related to programs are accumulated and charged to programs as administrative costs.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 1 - Summary Schedule of Expenses

Year ended March 31, 2011, with comparative figures for 2010

|                                         | 2011         | 2010         |
|-----------------------------------------|--------------|--------------|
| Salaries and benefits                   | \$ 1,131,768 | \$ 1,450,159 |
| Consulting                              | 446,935      | 656,033      |
| Travel                                  | 280,183      | 837,222      |
| Legal and professional fees             | 175,785      | 138,053      |
| Financial services                      | 116,571      | -            |
| Administration                          | 98,137       | -            |
| Reference materials                     | 78,217       | 16,858       |
| Office rent (net of direct allocations) | 66,921       | 128,669      |
| Annual General Assembly                 | 65,000       | 75,818       |
| Metis Nation Legislative Assembly       | 65,000       | 75,818       |
| Amortization                            | 57,568       | 65,047       |
| Meetings                                | 50,665       | 96,710       |
| Printing and postage                    | 46,821       | 103,873      |
| Technical support                       | 42,870       | 34,564       |
| Telephone and internet                  | 34,981       | 37,043       |
| Advertising                             | 34,332       | 83,862       |
| Strategic planning                      | 32,348       | 30,566       |
| Funding repayments                      | 32,196       | -            |
| Sports and recreation                   | 31,742       | 32,425       |
| Office supplies                         | 26,157       | 45,946       |
| Training and development                | 17,108       | -            |
| Green light program                     | 13,883       | -            |
| Goods and services tax                  | 10,885       | -            |
| Bank charges and interest               | 10,878       | 21,464       |
| Storage                                 | 4,512        | 5,207        |
| Insurance                               | 1,547        | -            |
| Repairs and services                    | 1,518        | 3,570        |
| Equipment leasing                       | 548          | 1,660        |
| Ceremonial                              | 511          | 5,318        |
| Prior year accounts payable recovery    | -            | (226,185)    |
| Relocations expenses (recovery)         | (196)        | 15,056       |
| Sundry (recovery)                       | (10,216)     | 53,012       |
|                                         | \$ 2,965,175 | \$ 3,787,768 |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 2 - Administration

Year ended March 31, 2011, with comparative figures for 2010

|                                                                            | 2011               | 2010                |
|----------------------------------------------------------------------------|--------------------|---------------------|
| <b>Revenue:</b>                                                            |                    |                     |
| Other                                                                      | \$ 29,887          | \$ 69,556           |
| Green light program                                                        | 13,968             | -                   |
| Sports and recreation                                                      | -                  | 26,300              |
| Federal funding                                                            | -                  | 6,888               |
|                                                                            | <u>43,855</u>      | <u>102,744</u>      |
| <b>Expenses:</b>                                                           |                    |                     |
| <b>Administration:</b>                                                     |                    |                     |
| Funding repayments                                                         | 32,196             | -                   |
| Green light program                                                        | 13,883             | -                   |
| Goods and services tax                                                     | 10,885             | -                   |
| Storage                                                                    | 4,512              | 5,207               |
| Office rent                                                                | 4,433              | -                   |
| Amortization                                                               | 3,223              | 2,263               |
| Bank charges and interest                                                  | 2,554              | -                   |
| Technical support                                                          | 2,258              | 2,822               |
| Meetings                                                                   | 1,844              | 38,714              |
| Ceremonial                                                                 | 511                | 5,222               |
| Insurance                                                                  | 347                | -                   |
| Financial services                                                         | 140                | -                   |
| Advertising                                                                | 75                 | 4,621               |
| Sundry (recovery)                                                          | (10,216)           | (588)               |
| Relocation expense (recovery)                                              | (196)              | 15,056              |
| Sports and recreation                                                      | -                  | 32,425              |
| Office supplies                                                            | -                  | 14,012              |
| Telephone and internet                                                     | -                  | 7,172               |
| Printing and postage                                                       | -                  | 2,725               |
|                                                                            | <u>66,449</u>      | <u>129,651</u>      |
| <b>Professional services:</b>                                              |                    |                     |
| Legal and professional fees                                                | 52,547             | 49,139              |
| Consulting                                                                 | -                  | 17,466              |
|                                                                            | <u>52,547</u>      | <u>66,605</u>       |
| <b>Salaries and contracted services:</b>                                   |                    |                     |
| Executive and chief executive officer                                      | -                  | 94,961              |
| Other                                                                      | -                  | 68,836              |
|                                                                            | <u>-</u>           | <u>163,797</u>      |
| <b>Travel:</b>                                                             |                    |                     |
| Other                                                                      | 4,314              | 107,761             |
| Executive                                                                  | 2,695              | 42,024              |
|                                                                            | <u>7,009</u>       | <u>149,785</u>      |
| <b>Total expenses</b>                                                      | <u>126,005</u>     | <u>509,838</u>      |
| <b>Deficiency of revenue over expenses before allocated administration</b> | <u>\$ (82,150)</u> | <u>\$ (407,094)</u> |
| <b>Allocated administration</b>                                            | <u>100,384</u>     | <u>304,113</u>      |
| <b>Excess (deficiency) of revenue over expenses</b>                        | <u>18,234</u>      | <u>(102,981)</u>    |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 3 - Registry Program

Year ended March 31, 2011, with comparative figures for 2010

|                                                                                                              | 2011       | 2010         |
|--------------------------------------------------------------------------------------------------------------|------------|--------------|
| Federal funding including amortization of deferred contributions for equipment of \$48,795 (2010 - \$55,367) | \$ 199,578 | \$ 1,033,211 |
| Expenses:                                                                                                    |            |              |
| Salaries and benefits                                                                                        | 76,342     | 521,017      |
| Consulting                                                                                                   | 53,303     | 37,966       |
| Amortization                                                                                                 | 49,386     | 55,761       |
| Administration                                                                                               | 19,585     | -            |
| Travel                                                                                                       | 4,643      | 69,376       |
| Allocated administration                                                                                     | -          | 138,871      |
| Printing and postage                                                                                         | -          | 89,844       |
| Advertising                                                                                                  | -          | 53,823       |
| Sundry                                                                                                       | -          | 50,600       |
| Technical support                                                                                            | -          | 23,793       |
| Reference materials                                                                                          | -          | 16,858       |
| Office supplies                                                                                              | -          | 10,010       |
| Repairs and services                                                                                         | -          | 3,570        |
| Office rent                                                                                                  | -          | 300          |
| Telephone                                                                                                    | -          | 300          |
|                                                                                                              | 203,259    | 1,072,089    |
| Deficiency of revenue over expenses:                                                                         | \$ (3,681) | \$ (38,878)  |

See schedule 32 - Supplemental Schedule of Expenditures for Funding Purposes

## Schedule 4 - Federal Duty to Consult Program

Year ended March 31, 2011, with comparative figures for 2010

|                                         | 2011       | 2010      |
|-----------------------------------------|------------|-----------|
| Federal funding                         | \$ -       | \$ 20,153 |
| Expenses:                               |            |           |
| Salaries                                | 6,070      | -         |
| Amortization                            | 1,020      | -         |
| Travel                                  | 413        | -         |
| Meetings                                | -          | 13,658    |
| Allocated administration                | -          | 3,913     |
| Audit, accounting and business services | -          | 2,000     |
| Office supplies                         | -          | 582       |
|                                         | 7,503      | 20,153    |
| Deficiency of revenue over expenses:    | \$ (7,503) | \$ -      |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 5 - Duty to Consult - Enbridge Program

Year ended March 31, 2011, with comparative figures for 2010

|                                                           | 2011 | 2010       |
|-----------------------------------------------------------|------|------------|
| Funding - Enbridge                                        | \$ - | \$ 100,000 |
| Expense:                                                  |      |            |
| Métis Nation Regional Council ER IIA                      | -    | 25,000     |
| Métis Nation Regional Council ER III                      | -    | 25,000     |
| Métis Nation Regional Council WR IIA                      | -    | 25,000     |
| Westcap Management Inc. (Regina Métis Sports and Culture) | -    | 25,000     |
|                                                           | -    | 100,000    |
| Excess of revenue over expenses                           | \$ - | \$ -       |

## Schedule 6 - Bilateral Program

Year ended March 31, 2011, with comparative figures for 2010

|                                         | 2011       | 2010      |
|-----------------------------------------|------------|-----------|
| Provincial funding                      | \$ 100,000 | \$ 96,103 |
| Expenses:                               |            |           |
| Salaries                                | 55,392     | -         |
| Technical support                       | 18,412     | -         |
| Travel                                  | 8,983      | 35,247    |
| Telephone                               | 3,917      | -         |
| Office supplies                         | 3,062      | 558       |
| Legal                                   | 2,738      | -         |
| Audit, accounting and business services | 2,700      | 4,000     |
| Meetings                                | 1,833      | -         |
| Printing and postage                    | 1,279      | -         |
| Insurance                               | 1,200      | -         |
| Equipment leasing                       | 548        | -         |
| Consulting                              | -          | 41,298    |
| Allocated administration fees           | -          | 15,000    |
|                                         | 100,064    | 96,103    |
| Deficiency of revenue over expenses     | \$ (64)    | \$ -      |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 7 - Tripartite Self Government Program

Year ended March 31, 2011, with comparative figures for 2010

|                                                                 | 2011           | 2010           |
|-----------------------------------------------------------------|----------------|----------------|
| <b>Revenue:</b>                                                 |                |                |
| Provincial funding                                              | \$ 285,000     | \$ 285,000     |
| Federal funding                                                 | 276,503        | 285,000        |
| Métis Nation Legislative Assembly - booth display contributions |                | 6,400          |
|                                                                 | <u>561,503</u> | <u>576,400</u> |
| <b>Expense:</b>                                                 |                |                |
| Salaries and benefits                                           | 254,503        | 267,093        |
| Annual General Assembly                                         | 65,000         | 75,818         |
| Métis Nation Legislative Assembly                               | 65,000         | 75,818         |
| Financial services                                              | 58,300         |                |
| Travel                                                          | 34,937         | 44,363         |
| Printing and postage                                            | 17,277         | 4,080          |
| Telephone and internet                                          | 14,000         | 14,091         |
| Office rent                                                     | 12,521         | 14,000         |
| Strategic planning                                              | 10,000         | 30,566         |
| Legal                                                           | 8,620          | 4,819          |
| Office supplies                                                 | 6,046          | 9,308          |
| Advertising                                                     | 5,900          | 7,200          |
| Audit, accounting and business services                         | 5,400          | 38,000         |
| Meetings                                                        | 4,000          | 4,029          |
| Amortization                                                    | 1,981          | 3,962          |
| Sundry                                                          |                | 3,000          |
|                                                                 | <u>563,485</u> | <u>596,147</u> |
| Deficiency of revenue over expenses                             | \$ (1,982)     | \$ (19,747)    |

Federal and provincial funding of \$570,000 is in excess of amounts expensed of \$561,503 (excluding amortization) and the excess of \$8,497 is included in accounts payable and accrued liabilities at March 31, 2011.

## Schedule 8 - Basic Organizational Capacity Program

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011           | 2010           |
|-------------------------------------|----------------|----------------|
| Federal funding                     | \$ 460,000     | \$ 460,000     |
| <b>Expenses:</b>                    |                |                |
| Salaries and benefits               | 323,055        | 286,640        |
| Financial services                  | 33,131         |                |
| Travel - regional directors         | 38,052         | 111,900        |
| Office rent                         | 24,250         |                |
| Telephone                           | 12,608         |                |
| Professional fees                   | 10,833         |                |
| Bank charges                        | 8,324          |                |
| Office supplies                     | 7,222          |                |
| Meetings                            | 2,678          |                |
| Allocated administration            |                | 64,500         |
|                                     | <u>460,153</u> | <u>463,040</u> |
| Deficiency of revenue over expenses | \$ (153)       | \$ (3,040)     |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 9 - Aboriginal Health Transition Program

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011       | 2010       |
|-------------------------------------|------------|------------|
| Provincial funding                  | \$ 85,654  | \$ 401,108 |
| Expense:                            |            |            |
| Consulting                          | 55,398     | 71,084     |
| Travel                              | 12,136     | 63,736     |
| Communication/ Dissemination        | 10,000     | -          |
| Administration                      | 7,654      | -          |
| Office rent                         | 3,000      | 37,632     |
| Amortization                        | 1,958      | 1,958      |
| Salaries and benefits               | -          | 178,692    |
| Allocated administration            | -          | 14,837     |
| Telephone and internet              | -          | 10,500     |
| Office supplies                     | -          | 6,867      |
| Advertising                         | -          | 4,855      |
| Technical support                   | -          | 4,400      |
| Meetings                            | -          | 3,643      |
| Printing and postage                | -          | 2,904      |
|                                     | 90,146     | 401,108    |
| Deficiency of revenue over expenses | \$ (4,492) | \$ -       |

## Schedule 10 - Harvesting Program

Year ended March 31, 2011, with comparative figures for 2010

|                                              | 2011      | 2010      |
|----------------------------------------------|-----------|-----------|
| Provincial funding                           | \$ 45,000 | \$ 37,500 |
| Expenses:                                    |           |           |
| Consulting                                   | 44,010    | 25,200    |
| Travel                                       | 1,253     | -         |
| Office supplies                              | 59        | 192       |
| Legal                                        | -         | 2,532     |
| Audit, accounting and business services      | -         | 2,000     |
| Office rent                                  | -         | 900       |
| Meetings                                     | -         | 300       |
| Telephone and internet                       | -         | 300       |
|                                              | 45,322    | 31,424    |
| Excess (deficiency) of revenue over expenses | \$ (322)  | \$ 6,076  |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 11 - Fishery Program

Year ended March 31, 2011, with comparative figures for 2010

|                                         | 2011 | 2010       |
|-----------------------------------------|------|------------|
| Provincial funding                      | \$ - | \$ 131,295 |
| Expenses:                               |      |            |
| Consulting                              | -    | 65,000     |
| Travel                                  | -    | 37,664     |
| Salaries                                | -    | 5,500      |
| Audit, accounting and business services | -    | 5,000      |
| Printing and postage                    | -    | 1,766      |
| Meetings                                | -    | 1,386      |
| Telephone and internet                  | -    | 1,000      |
| Advertising                             | -    | 820        |
|                                         | -    | 118,136    |
| Excess of revenue over expenses         | \$ - | \$ 13,159  |

## Schedule 12 - Duty to Consult - Regulatory Reform

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011 | 2010        |
|-------------------------------------|------|-------------|
| Provincial funding                  | \$ - | \$ 50,000   |
| Expenses:                           |      |             |
| Consulting                          | -    | 26,000      |
| Travel                              | -    | 23,026      |
| Legal                               | -    | 20,464      |
| Salaries and benefits               | -    | 13,468      |
| Allocated administration            | -    | 6,450       |
| Office rent                         | -    | 500         |
| Meetings                            | -    | 418         |
| Amortization                        | -    | 294         |
| Printing and postage                | -    | 248         |
| Advertising                         | -    | 101         |
| Office supplies                     | -    | 61          |
| Telephone and internet              | -    | 13          |
|                                     | -    | 91,043      |
| Deficiency of revenue over expenses | \$ - | \$ (41,043) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 13 - Public Health Agency of Canada - Surveillance

Year ended March 31, 2011, with comparative figures for 2010

|                                              | 2011          | 2010          |
|----------------------------------------------|---------------|---------------|
| Federal funding                              | \$ 17,227     | \$ 42,176     |
| Expenses:                                    |               |               |
| Consulting                                   | 14,950        | 19,500        |
| Meetings                                     | 2,000         | 1,000         |
| Travel                                       | 219           | 6,826         |
| Printing and postage                         | 84            | 2,000         |
| Salaries and benefits                        | -             | 4,800         |
| Technical support                            | -             | 3,550         |
| Office rent                                  | -             | 2,250         |
| Office supplies                              | -             | 1,500         |
| Telephone and internet                       | -             | 750           |
|                                              | <u>17,253</u> | <u>42,176</u> |
| Excess (deficiency) of revenue over expenses | \$ (26)       | \$ -          |

Schedule 14 - Duty to Consult - Nuclear Waste Management Organization

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011 | 2010           |
|-------------------------------------|------|----------------|
| Other funding                       | \$ - | \$ 215,458     |
| Expenses:                           |      |                |
| Travel                              | -    | 126,582        |
| Consulting                          | -    | 67,905         |
| Allocated administration            | -    | 26,410         |
| Meetings                            | -    | 19,410         |
| Salaries and benefits               | -    | 6,000          |
| Telephone and internet              | -    | 2,000          |
| Office supplies                     | -    | 1,487          |
| Advertising                         | -    | 827            |
| Amortization                        | -    | 386            |
| Printing and postage                | -    | 306            |
|                                     | -    | <u>251,313</u> |
| Deficiency of revenue over expenses | \$ - | \$ (35,855)    |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 15 - Youth Leadership Workshop

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011 | 2010       |
|-------------------------------------|------|------------|
| Federal funding - Canadian Heritage | \$ - | \$ 108,408 |
| Expenses:                           |      |            |
| Consulting                          | -    | 50,904     |
| Travel                              | -    | 40,223     |
| Advertising                         | -    | 11,615     |
| Office rent                         | -    | 3,200      |
| Meetings                            | -    | 1,723      |
| Telephone and internet              | -    | 917        |
| Office supplies                     | -    | 475        |
| Amortization                        | -    | 423        |
| Salaries and benefits               | -    | 369        |
|                                     | -    | 109,849    |
| Deficiency of revenue over expenses | \$ - | \$ (1,441) |

## Schedule 16 - Fisheries Round Table Program

Year ended March 31, 2011, with comparative figures for 2010

|                                         | 2011 | 2010       |
|-----------------------------------------|------|------------|
| Revenue:                                |      |            |
| Provincial funding                      | \$ - | \$ 118,840 |
| Other funding                           | -    | 500        |
|                                         | -    | 119,340    |
| Expenses:                               |      |            |
| Travel                                  | -    | 57,027     |
| Allocated administration                | -    | 14,490     |
| Consulting                              | -    | 9,429      |
| Meetings                                | -    | 7,700      |
| Legal                                   | -    | 6,100      |
| Audit, accounting and business services | -    | 4,000      |
| Salaries and benefits                   | -    | 2,782      |
| Office supplies                         | -    | 895        |
| Ceremonial                              | -    | 96         |
|                                         | -    | 102,519    |
| Excess of revenue over expenses         | \$ - | \$ 16,821  |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 17 - Tripartite Constitutional Workshop

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011 | 2010      |
|---------------------------------|------|-----------|
| Federal funding                 | \$ - | \$ 93,935 |
| Expenses:                       |      |           |
| Travel                          | -    | 69,150    |
| Allocated administration        | -    | 15,000    |
| Consulting                      | -    | 9,785     |
|                                 | -    | 93,935    |
| Excess of revenue over expenses | \$ - | \$ -      |

## Schedule 18 - Organizational Assessment

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011 | 2010      |
|---------------------------------|------|-----------|
| Federal funding                 | \$ - | \$ 35,592 |
| Expenses:                       |      |           |
| Consulting                      | -    | 30,331    |
| Allocated administration        | -    | 4,642     |
| Meetings                        | -    | 204       |
|                                 | -    | 35,177    |
| Excess of revenue over expenses | \$ - | \$ 415    |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 19 - Saskatchewan Landing Water Project

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011 | 2010     |
|---------------------------------|------|----------|
| Federal funding                 | \$ - | \$ 1,700 |
| Expenses:                       |      |          |
| Travel                          | -    | 1,027    |
| Meetings                        | -    | 673      |
| Excess of revenue over expenses | \$ - | \$ -     |

## Schedule 20 - Water West Water Project

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011 | 2010     |
|---------------------------------|------|----------|
| Federal funding                 | \$ - | \$ 5,142 |
| Expenses:                       |      |          |
| Meetings                        | -    | 3,853    |
| Travel                          | -    | 1,289    |
| Excess of revenue over expenses | \$ - | \$ -     |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 21 - Appeals Tribunal

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011     | 2010 |
|-------------------------------------|----------|------|
| Revenue:                            |          |      |
| Federal funding                     | 92,920   | -    |
| Expenses:                           |          |      |
| Travel                              | 45,299   | -    |
| Consulting                          | 36,121   | -    |
| Allocated administration            | 12,120   | -    |
|                                     | 93,540   | -    |
| Deficiency of revenue over expenses | \$ (620) | \$ - |

## Schedule 22 - Harvesting Negotiations

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011     | 2010 |
|-------------------------------------|----------|------|
| Revenue:                            |          |      |
| Provincial funding                  | \$ 9,256 | \$ - |
| Expenses:                           |          |      |
| Professional fees                   | 3,931    | -    |
| Training and development            | 3,000    | -    |
| Travel                              | 2,297    | -    |
| Administration                      | 28       | -    |
|                                     | 9,256    | -    |
| Deficiency of revenue over expenses | \$ -     | \$ - |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 23 - Environment

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011          | 2010     |
|---------------------------------|---------------|----------|
| Revenue:                        |               |          |
| Provincial funding              | \$ 34,708     | \$ -     |
| Expenses:                       |               |          |
| Salaries                        | 16,404        | -        |
| Travel                          | 12,703        | -        |
| Professional fees               | 3,795         | -        |
| Telephone                       | 923           | -        |
| Office supplies                 | 595           | -        |
| Printing and postage            | 152           | -        |
| Reference materials             | 136           | -        |
|                                 | <u>34,708</u> | <u>-</u> |
| Excess of revenue over expenses | \$ -          | \$ -     |

## Schedule 24 - Post Powley Component A

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011           | 2010     |
|---------------------------------|----------------|----------|
| Revenue:                        |                |          |
| Federal funding                 | 623,379        | -        |
| Expenses:                       |                |          |
| Salaries                        | 234,024        | -        |
| Consulting                      | 73,913         | -        |
| Administration                  | 59,285         | -        |
| Professional fees               | 48,181         | -        |
| Travel                          | 32,105         | -        |
| Advertising                     | 27,000         | -        |
| Meetings                        | 26,373         | -        |
| Financial services              | 25,000         | -        |
| Printing and postage            | 22,079         | -        |
| Allocated administration        | 21,967         | -        |
| Technical support               | 20,451         | -        |
| Reference materials             | 18,893         | -        |
| Training and development        | 14,108         | -        |
|                                 | <u>623,379</u> | <u>-</u> |
| Excess of revenue over expenses | \$ -           | \$ -     |

Federal funding of \$657,137 is in excess of amounts expensed of \$623,379 and the excess of \$33,758 is included in accounts payable and accrued liabilities at March 31, 2011.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 25 - Post Powley Component B

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011     | 2010 |
|-------------------------------------|----------|------|
| Revenue:                            |          |      |
| Federal funding                     | 82,829   | -    |
| Expenses:                           |          |      |
| Salaries                            | 47,936   | -    |
| Travel                              | 17,601   | -    |
| Allocated administration            | 8,949    | -    |
| Printing and postage                | 5,952    | -    |
| Administration                      | 1,855    | -    |
| Professional fees                   | 1,400    | -    |
|                                     | 83,693   | -    |
| Deficiency of revenue over expenses | \$ (864) | \$ - |

## Schedule 26 - Genealogical and Historical

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011     | 2010 |
|-------------------------------------|----------|------|
| Revenue:                            |          |      |
| Federal funding                     | 100,068  | -    |
| Expenses:                           |          |      |
| Reference materials                 | 49,187   | -    |
| Salaries                            | 20,518   | -    |
| Travel                              | 12,847   | -    |
| Allocated administration            | 10,945   | -    |
| Administration                      | 2,107    | -    |
| Technical support                   | 1,750    | -    |
| Repair and maintenance              | 1,518    | -    |
| Advertising                         | 1,000    | -    |
| Professional fees                   | 600      | -    |
|                                     | 100,472  | -    |
| Deficiency of revenue over expenses | \$ (404) | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 27 - Community Engagement

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011    | 2010 |
|-------------------------------------|---------|------|
| Revenue:                            |         |      |
| Federal funding                     | 29,325  | -    |
| Expenses:                           |         |      |
| Travel                              | 10,500  | -    |
| Professional fees                   | 15,041  | -    |
| Allocated administration            | 3,792   | -    |
| Administration                      | 33      | -    |
|                                     | 29,366  | -    |
| Deficiency of revenue over expenses | \$ (41) | \$ - |

## Schedule 28 - Boundry Consultation

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011      | 2010 |
|---------------------------------|-----------|------|
| Revenue:                        |           |      |
| Federal funding                 | \$ 55,200 | \$ - |
| Expenses:                       |           |      |
| Professional fees               | 20,000    | -    |
| Travel                          | 16,064    | -    |
| Meetings                        | 11,936    | -    |
| Allocated administration        | 7,110     | -    |
| Administration                  | 90        | -    |
|                                 | 55,200    | -    |
| Excess of revenue over expenses | \$ -      | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 29 - Sport and Recreation

Year ended March 31, 2011, with comparative figures for 2010

|                                 | 2011      | 2010 |
|---------------------------------|-----------|------|
| Revenue:                        |           |      |
| Other income                    | \$ 31,800 | \$ - |
| Expenses:                       |           |      |
| Sports and recreation           | 31,742    | -    |
| Excess of revenue over expenses | \$ 58     | \$ - |

Schedule 30 - Health Director Initiative

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011      | 2010 |
|-------------------------------------|-----------|------|
| Revenue:                            |           |      |
| Provincial funding                  | \$ 90,000 | \$ - |
| Expenses:                           |           |      |
| Salary and benefits                 | 36,905    | -    |
| Consulting                          | 20,364    | -    |
| Office rent                         | 13,434    | -    |
| Administration                      | 7,500     | -    |
| Travel                              | 7,293     | -    |
| Allocated administration            | 5,500     | -    |
|                                     | 90,996    | -    |
| Deficiency of revenue over expenses | \$ (996)  | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 31 - Health - Suicide Prevention

Year ended March 31, 2011, with comparative figures for 2010

|                                     | 2011           | 2010     |
|-------------------------------------|----------------|----------|
| Revenue:                            |                |          |
| Provincial funding                  | \$ 300,000     | \$ -     |
| Expenses:                           |                |          |
| Consulting                          | 148,875        | -        |
| Salary and benefits                 | 60,619         | -        |
| Allocated administration            | 30,000         | -        |
| Travel                              | 15,829         | -        |
| Evaluation                          | 14,948         | -        |
| Office rent                         | 9,283          | -        |
| Training and development            | 6,355          | -        |
| Equipment leasing                   | 5,780          | -        |
| Office supplies                     | 3,393          | -        |
| Telephone and internet              | 3,533          | -        |
| Cultural/ ceremonial                | 800            | -        |
| Advertising and media awareness     | 357            | -        |
| Strategic planning                  | 245            | -        |
|                                     | <u>300,017</u> | <u>-</u> |
| Deficiency of revenue over expenses | \$ (17)        | \$ -     |

## Schedule 32 - Supplemental Schedule of Expenditures for Funding Purposes

Year ended March 31, 2011, with comparative figures for 2010

|                                        | Registry Program  |                     |
|----------------------------------------|-------------------|---------------------|
|                                        | 2011              | 2010                |
| Expenses (schedule 3)                  | 203,259           | 1,072,089           |
| Capitalized equipment expenditures     | -                 | 78,150              |
| Amortization expense (schedule 3)      | (49,386)          | (55,761)            |
| Total expenditures for funding purpose | <u>\$ 153,873</u> | <u>\$ 1,094,478</u> |



Financial Statements of

**MÉTIS NATION - SASKATCHEWAN  
SECRETARIAT INC.**

Year ended March 31, 2012

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**KPMG LLP**  
**Chartered Accountants**  
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Saskatoon Saskatchewan S7K 1M8  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet [www.kpmg.ca](http://www.kpmg.ca)

## **INDEPENDENT AUDITORS' REPORT**

To the members of Métis Nation - Saskatchewan Secretariat Inc.

We have audited the accompanying financial statements of Métis Nation - Saskatchewan Secretariat Inc., which comprise the statement of financial position as at March 31, 2012, and the statements of revenues and expenses, changes in net assets, and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements present fairly, in all material respects, the financial position of Métis Nation - Saskatchewan Secretariat Inc. as at March 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

*KPMG LLP*

Chartered Accountants

Saskatoon, Canada  
July 25, 2012

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# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Statement of Financial Position

March 31, 2012, with comparative figures for 2011

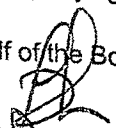
|                                                                 | 2012         | 2011         |
|-----------------------------------------------------------------|--------------|--------------|
| <b>Assets</b>                                                   |              |              |
| Current assets:                                                 |              |              |
| Cash (note 3)                                                   |              |              |
| Accounts receivable (note 4)                                    | \$ 219,030   | \$ 559,647   |
| Prepaid expenses and deposits                                   | 658,648      | 412,664      |
| Due from Provincial Métis Holdco Inc., a related party (note 5) | 11,632       | -            |
| Due from BTB Festival Days Inc., a related party (note 6)       | 124          | -            |
|                                                                 | 52           | 58,000       |
|                                                                 | 889,486      | 1,030,311    |
| Property and equipment (note 7)                                 | 244,327      | 216,684      |
|                                                                 | \$ 1,133,813 | \$ 1,246,995 |
| <b>Liabilities and Net Assets (Deficiency)</b>                  |              |              |
| Current liabilities:                                            |              |              |
| Accounts payable and accrued liabilities (note 8)               | \$ 921,377   | \$ 760,801   |
| Deferred revenue (note 9)                                       | 207,198      | 426,036      |
| Due to Provincial Métis Holdco Inc., a related party (note 5)   | -            | 58,000       |
| Due to BTB Festival Days Inc., a related party (note 6)         | 5,000        | 24,755       |
|                                                                 | 1,133,575    | 1,269,592    |
| Deferred contributions for equipment (note 10)                  | 136,134      | 103,558      |
| Net assets (deficiency)                                         |              |              |
| Operating fund                                                  | (244,089)    | (239,281)    |
| Capital fund                                                    | 108,193      | 113,126      |
|                                                                 | (135,896)    | (126,155)    |
|                                                                 | \$ 1,133,813 | \$ 1,246,995 |

Nature of operations (note 1)

Contingency (note 13)

See accompanying notes to financial statements.

On behalf of the Board:

  
 \_\_\_\_\_ Director  
 Robert G. Duchette Director

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Revenue and Expenses

Year ended March 31, 2012, with comparative figures for 2011

|                                                         | 2012             | 2011             |
|---------------------------------------------------------|------------------|------------------|
| Revenue (schedules 2 - 32)                              |                  |                  |
| Federal grants                                          | \$ 2,314,600     | \$ 1,937,029     |
| Provincial grants                                       | 1,050,747        | 949,618          |
| Other                                                   | 8,359            | 75,655           |
|                                                         | <u>3,373,706</u> | <u>2,962,302</u> |
| Expenses - Summary schedule of expenses<br>(schedule 1) | 3,383,447        | 2,965,175        |
| Excess (deficiency) of revenue over expenses            | \$ (9,741)       | \$ (2,873)       |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Statement of Changes in Net Assets

Year ended March 31, 2012, with comparative figures for 2011

|                                                      | 2012                | 2011                |
|------------------------------------------------------|---------------------|---------------------|
| <b>Operating Fund</b>                                |                     |                     |
| Balance, beginning of year                           | \$ (239,281)        | \$ (245,181)        |
| Excess (deficiency) of revenue over expenses         | (9,741)             | (2,873)             |
| Transfer from capital fund for amortization          | 40,404              | 57,568              |
| Transfer to capital fund for purchase of equipment   | (68,047)            | -                   |
| Deferred contributions related to equipment          | 68,047              | -                   |
| Amortization of deferred contributions for equipment | (35,471)            | (48,795)            |
| <b>Balance, end of year</b>                          | <b>\$ (244,089)</b> | <b>\$ (239,281)</b> |

|                                                        |                   |                   |
|--------------------------------------------------------|-------------------|-------------------|
| <b>Capital fund</b>                                    |                   |                   |
| Balance, beginning of year                             | \$ 113,126        | \$ 121,899        |
| Transfer to operating fund for amortization            | (40,404)          | (57,568)          |
| Transfer from operating fund for purchase of equipment | 68,047            | -                 |
| Deferred contributions related to equipment            | (68,047)          | -                 |
| Amortization of deferred contributions for equipment   | 35,471            | 48,795            |
| <b>Balance, end of year</b>                            | <b>\$ 108,193</b> | <b>\$ 113,126</b> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Cash Flows

Year ended March 31, 2012, with comparative figures for 2011

|                                                                    | 2012       | 2011       |
|--------------------------------------------------------------------|------------|------------|
| Cash flows from (used in):                                         |            |            |
| Operations:                                                        |            |            |
| Excess (deficiency) of revenue over expenses                       | \$ (9,741) | \$ (2,873) |
| Items not involving cash:                                          |            |            |
| Amortization                                                       | 40,404     | 57,568     |
| Amortization of deferred contributions for equipment               | (35,471)   | (48,795)   |
| Change in non-cash operating working capital:                      |            |            |
| Accounts receivable                                                | (245,984)  | 20,171     |
| Prepaid expenses and deposits                                      | (11,632)   | -          |
| Accounts payable and accrued liabilities                           | 160,576    | 591,803    |
| Due to Provincial Métis Holdco Inc., a related party               | (58,124)   | 57,812     |
| Due to BTB Festival Days Inc., a related party                     | 38,193     | (33,245)   |
| Deferred revenue                                                   | (218,838)  | 192,289    |
|                                                                    | (340,617)  | 834,730    |
| Financing:                                                         |            |            |
| Deferred grants for equipment                                      | 68,047     | -          |
| Investing:                                                         |            |            |
| Purchase of equipment                                              | (68,047)   | -          |
| Increase (decrease) in cash position                               | (340,617)  | 834,730    |
| Cash (bank indebtedness), beginning of year                        | 559,647    | (275,083)  |
| Cash, end of year                                                  | \$ 219,030 | \$ 559,647 |
| Cash consists of bank balance less outstanding cheques as follows: |            |            |
| Bank balances                                                      | \$ 330,050 | \$ 813,723 |
| Outstanding cheques                                                | (111,020)  | (254,076)  |
|                                                                    | \$ 219,030 | \$ 559,647 |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements

Year ended March 31, 2012

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Métis Nation - Saskatchewan Secretariat Inc. (the "Métis Nation") is incorporated under the Métis Act of Saskatchewan. The Métis Nation's purpose is to undertake activities that strive to recognize the political, legal and constitutional rights of the Métis people in Saskatchewan.

## 1. Nature of operations:

These financial statements have been prepared on a going concern basis, which presumes that the Métis Nation will continue in operation for a reasonable period of time and will be able to realize its assets and discharge its liabilities in the normal course of operations.

The Métis Nation's continuation as a going concern is dependent upon its ability to attain profitable operations and obtain sufficient cash from external funding to meet its liabilities and commitments. The outcome of these matters cannot be determined at this time.

These financial statements do not include any adjustments in the carrying values of assets and liabilities, the reported deficiency of revenue over expenditures and the statement of financial position classifications that would be necessary if the going concern assumptions were not appropriate, should the Métis Nation not be able to continue its normal course of business.

## 2. Significant accounting policies:

### (a) Use of estimates:

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Actual results could differ from these estimates.

### (b) Cash:

Cash consists of balances with financial institutions which have an initial term to maturity of three months or less.

### (c) Property and equipment:

Property and equipment are stated at cost. Amortization is computed based upon the estimated useful lives of the equipment. In the year of acquisition, one-half of the normal rate of amortization is used. No amortization on equipment is taken in the year of disposal.

Amortization is provided using the following method and annual rates.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

## 2. Significant accounting policies (continued):

| Asset     | Method            | Rate |
|-----------|-------------------|------|
| Equipment | Declining Balance | 20%  |
| Furniture | Declining Balance | 35%  |
| Computers | Declining Balance | 50%  |

Contributions for equipment purchases are deferred and amortized on the same basis as the assets to which they relate. Amortization of deferred contributions for equipment is included in revenue from federal funding sources.

### (d) Revenue recognition:

The Métis Nation follows the deferral method of accounting for contributions. Externally restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Amounts receivable related to program funding are subject to approval by funding agencies and may change.

### (e) Accounts payable and accrued liabilities:

Accounts payable and accrued liabilities are recorded as incurred and when the Métis Nation has a constructive obligation to incur expenditures pursuant to the terms of funding agreements.

### (f) Deferred revenue:

Deferred revenue relates to funds received which relate to the next fiscal year.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

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## 2. Significant accounting policies (continued):

### (g) Accounting for program activities:

The statement of financial position and the statements of revenue and expenses, changes in net assets and cash flows are all prepared on a combined basis. Revenue and expenses related to administration activities and program delivery are reported as follows:

- Administration
- Registry Engagement Workplan and Implementation
- Federal Duty to Consult Program
- MERMAC
- Bilateral Program
- Tripartite Self Government Program
- Basic Organization Capacity Program
- Aboriginal Health Transition Program
- Harvesting Program
- Electoral Preparedness
- Management of Métis Harvesting Rights
- Public Health Agency of Canada - Surveillance
- Arbitration Appeals
- Child Welfare Review
- Children / Youth
- New Boundary Commission
- Appeals Tribunal
- Harvesting Negotiations
- Environment
- Post Powley Component A
- Post Powley Component B
- Genealogical & Historical
- Community Engagement
- Boundary Consultation
- Sport & Recreation
- Health Director Initiative
- Health - Suicide Prevention

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

## 2. Significant accounting policies (continued):

### (h) Financial instruments:

Financial assets and financial liabilities are initially recognised at fair value and their subsequent measurement is dependent on their classification as described below:

Cash and investments that may arise and bank indebtedness are classified as financial assets held for trading and are measured at fair value.

Accounts receivable are classified as loans and receivables and are recorded at amortized cost.

Accounts payable and accrued liabilities are classified as other liabilities and measured at amortized cost.

Transaction costs related to held for trading financial assets are expensed as incurred.

## 3. Cash:

Cash consists of amounts on deposit with financial institutions less outstanding cheques issued. The Métis Nation has available a line of credit to the maximum amount of \$300,000 with interest on any outstanding balances at Royal Bank prime plus 1.5%. The Métis Nation also has available a \$20,000 line of credit secured by a Guaranteed Investment Certificate held by Provincial Métis Holdco Inc., a related party.

## 4. Accounts receivable:

|                                 | 2012              | 2011              |
|---------------------------------|-------------------|-------------------|
| GST recoverable                 | \$ 25,058         | \$ 99,133         |
| Program funding and other       | 645,090           | 325,031           |
| Allowance for doubtful accounts | (11,500)          | (11,500)          |
|                                 | <b>\$ 658,648</b> | <b>\$ 412,664</b> |

Accounts receivable for program funding include amounts related to prior years and current year holdbacks. These amounts are subject to final approval by funding agencies and amounts may change.



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

**5. Due from Provincial Métis Holdco Inc., a related party:**

Amounts due from Provincial Métis Holdco Inc. are non-interest bearing, unsecured and have no fixed terms of repayment.

**6. Due from (to) BTB Festival Days Inc., a related party:**

Amounts due from BTB Festival Days Inc. of \$52 consist of expenses paid for BTB Festival Days Inc.

Amounts due to BTB Festival Days Inc. of \$5,000 consist of an INAC funding holdback by the Métis Nation related to BTB Festival Days Inc. activities.

Amounts due from (to) BTB Festival Days Inc. are non-interest bearing, unsecured and have no fixed terms of repayment.

**7. Property and equipment:**

|           |                   |                          | 2012              | 2011              |
|-----------|-------------------|--------------------------|-------------------|-------------------|
|           | Cost              | Accumulated amortization | Net book value    | Net book value    |
| Land      | \$ 99,405         | \$ -                     | \$ 99,405         | \$ 99,405         |
| Equipment | 202,969           | 146,045                  | 56,924            | 61,685            |
| Furniture | 72,988            | 54,050                   | 18,938            | 29,136            |
| Computers | 155,918           | 86,858                   | 69,060            | 26,458            |
|           | <b>\$ 531,280</b> | <b>\$ 286,953</b>        | <b>\$ 244,327</b> | <b>\$ 216,684</b> |

**8. Accounts payable and accrued liabilities:**

During the year, Métis Nation received funding of \$91,054 for the Registry Intake Pilot Program. The program did not commence during the current year. As a result, the funding received is repayable and \$91,054 is included in accounts payable and accrued liabilities at March 31, 2012.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

## 9. Deferred revenue:

Deferred revenue is comprised of the following:

|                                          | 2012              | 2011              |
|------------------------------------------|-------------------|-------------------|
| Métis Youth Suicide Prevention 2012/2013 | \$ 148,000        | \$ -              |
| MERMAC                                   | 54,198            | -                 |
| Sports and Recreation                    | 5,000             | -                 |
| Health Director Initiative 2011/2012     | -                 | 160,000           |
| Harvesting Negotiations                  | -                 | 150,744           |
| Environment                              | -                 | 85,292            |
| Health Director Initiative 2010/2011     | -                 | 30,000            |
|                                          | <b>\$ 207,198</b> | <b>\$ 426,036</b> |

## 10. Deferred contributions for equipment:

|           | 2012              |                          | 2011              |                   |
|-----------|-------------------|--------------------------|-------------------|-------------------|
|           | Cost              | Accumulated amortization | Net book value    | Net book value    |
| Equipment | \$ 99,215         | \$ 46,327                | \$ 52,388         | \$ 56,015         |
| Furniture | 68,664            | 50,705                   | 17,959            | 27,629            |
| Computers | 133,183           | 67,396                   | 65,787            | 19,914            |
|           | <b>\$ 301,062</b> | <b>\$ 164,928</b>        | <b>\$ 136,134</b> | <b>\$ 103,558</b> |

## 11. Related party transactions:

During the year the Métis Nation incurred rent expense of \$160,684 (2011 - \$160,684) to Provincial Métis Holdco Inc., an organization with which it is related through common board members. This rent represents amounts agreed between the related parties. Amounts due from (to) BTB Festival Days Inc. consisting of \$52 (2011 - \$58,000) and accounts payable of \$5,000 (2011 - \$24,755) are non-interest bearing, unsecured and have no fixed terms of repayment (note 6). Amounts due from Provincial Métis Holdco in the amount of \$124 (2011 - \$nil) are non-interest bearing, unsecured and have no fixed terms of repayment (note 5).

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2012

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## 12. Financial instruments and risk management:

The Métis Nation, through its financial assets and liabilities, has exposure to the following risks from its use of financial instruments:

### Credit risk

The Métis Nation's principal financial asset is accounts receivable, which is subject to credit risk. The carrying amount of this financial asset on the statement of financial position represent the Métis Nation's maximum credit exposure at March 31, 2012. The amounts disclosed in the statement of financial position are net of allowance for doubtful accounts, estimated by management of the Métis Nation based on previous experience and its assessment of the current economic environment.

### Interest Rate Risk

Interest-bearing bank indebtedness which may arise has limited exposure to interest rate risk due to it's short-term maturity.

### Fair Values

The fair values of cash, accounts receivable and accounts payable and accrued liabilities approximate their carrying value due to their short-term period to maturity. The fair value of amounts due from BTB Festival Days Inc., due from Provincial Métis Holdco Inc. and due to BTB Festival Days Inc. all related parties, are not determinable due to the non-arm's length of the relationships between the parties.

## 13. Contingency:

A claim has been filed by a former employee against the Métis Nation alleging wrongful dismissal. A statement of defence has been filed. The Métis Nations is in the process of determining the nature of the claim and their potential liability and will account for the final amount of settlement if any, upon final determination of any liability.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 1 - Summary Schedule of Expenses

Year ended March 31, 2012, with comparative figures for 2011

|                                         | 2012                | 2011                |
|-----------------------------------------|---------------------|---------------------|
| Salaries and benefits                   | \$ 1,762,680        | \$ 1,131,768        |
| Contractors                             | 233,702             | -                   |
| Administration                          | 212,574             | 98,137              |
| Legal and professional fees             | 185,630             | 175,785             |
| Financial services                      | 155,564             | 116,571             |
| Meetings                                | 167,952             | 50,665              |
| Travel                                  | 140,118             | 280,183             |
| Consulting                              | 139,063             | 446,935             |
| Reference materials                     | 67,906              | 78,217              |
| Repairs and services                    | 65,111              | 1,518               |
| Printing and postage                    | 58,549              | 46,821              |
| Amortization                            | 40,404              | 57,568              |
| Office rent (net of direct allocations) | 35,475              | 66,921              |
| Training and development                | 33,798              | 17,108              |
| Advertising                             | 31,446              | 34,332              |
| Election                                | 26,457              | -                   |
| Telephone and internet                  | 20,171              | 34,981              |
| Central registry enhancement            | 9,786               | -                   |
| Technical support                       | 5,500               | 42,870              |
| Office supplies                         | 4,532               | 26,157              |
| Equipment leasing                       | 3,150               | 548                 |
| Storage                                 | 2,284               | 4,512               |
| Bank charges and interest               | 2,284               | 10,878              |
| Insurance                               | 2,056               | 1,547               |
| Ceremonial                              | 369                 | 511                 |
| Annual General Assembly                 | -                   | 65,000              |
| Métis Nation Legislative Assembly       | -                   | 65,000              |
| Strategic planning                      | -                   | 32,348              |
| Funding repayments                      | -                   | 32,196              |
| Sports and recreation                   | -                   | 31,742              |
| Green light program                     | -                   | 13,883              |
| Relocations expenses (recovery)         | -                   | (196)               |
| Goods and services tax (recovery)       | (10,000)            | 10,885              |
| Sundry (recovery)                       | (13,114)            | (10,216)            |
|                                         | <b>\$ 3,383,447</b> | <b>\$ 2,965,175</b> |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 2 - Administration

Year ended March 31, 2012, with comparative figures for 2011

|                                                                            | 2012           | 2011           |
|----------------------------------------------------------------------------|----------------|----------------|
| <b>Revenue:</b>                                                            |                |                |
| Other                                                                      | \$ 8,360       | \$ 29,887      |
| <u>Green light program</u>                                                 | <u>-</u>       | <u>13,968</u>  |
|                                                                            | 8,360          | 43,855         |
| <b>Expenses:</b>                                                           |                |                |
| <b>Administration:</b>                                                     |                |                |
| Financial services                                                         | 43,516         | 140            |
| Election                                                                   | 26,457         | -              |
| Printing and postage                                                       | 2,364          | -              |
| Storage                                                                    | 2,284          | 4,512          |
| Office rent                                                                | 1,933          | 4,433          |
| Amortization                                                               | 1,888          | 3,223          |
| Meetings                                                                   | 791            | 1,844          |
| Advertising                                                                | 500            | 75             |
| Office supplies                                                            | 458            | -              |
| Ceremonial                                                                 | 369            | 511            |
| Bank charges and interest                                                  | (249)          | 2,554          |
| Goods and services tax (recovery)                                          | (10,000)       | 10,885         |
| Sundry (recovery)                                                          | (13,114)       | (10,216)       |
| Funding repayments                                                         | -              | 32,196         |
| Green light program                                                        | -              | 13,883         |
| Technical support                                                          | -              | 2,258          |
| Insurance                                                                  | -              | 347            |
| <u>Relocation expense (recovery)</u>                                       | <u>-</u>       | <u>(196)</u>   |
|                                                                            | 57,197         | 66,449         |
| <b>Professional services:</b>                                              |                |                |
| <u>Legal and professional fees</u>                                         | <u>34,899</u>  | <u>52,547</u>  |
|                                                                            | 34,899         | 52,547         |
| <b>Salaries and contracted services:</b>                                   |                |                |
| Executive and chief executive officer                                      | 19,618         | -              |
| <u>Other</u>                                                               | <u>1,063</u>   | <u>-</u>       |
|                                                                            | 20,681         | -              |
| <b>Travel:</b>                                                             |                |                |
| Other                                                                      | 667            | 4,314          |
| <u>Executive</u>                                                           | <u>-</u>       | <u>2,695</u>   |
|                                                                            | 667            | 7,009          |
| <b>Total expenses</b>                                                      | <b>113,444</b> | <b>126,005</b> |
| <b>Deficiency of revenue over expenses before allocated administration</b> |                |                |
|                                                                            | \$ (105,084)   | \$ (82,150)    |
| <b>Allocated administration</b>                                            | <b>124,493</b> | <b>100,384</b> |
| <b>Excess of revenue over expenses</b>                                     | <b>19,409</b>  | <b>18,234</b>  |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 3 - Registry Engagement Workplan and Implementation

Year ended March 31, 2012, with comparative figures for 2011

|                                                                                                              | 2012       | 2011       |
|--------------------------------------------------------------------------------------------------------------|------------|------------|
| Federal funding including amortization of deferred contributions for equipment of \$30,830 (2011 - \$48,795) | \$ 117,771 | \$ 199,578 |
| Expenses:                                                                                                    |            |            |
| Contractors                                                                                                  | 45,641     | -          |
| Amortization                                                                                                 | 31,127     | 49,386     |
| Salaries and benefits                                                                                        | 15,677     | 76,342     |
| Allocated administration                                                                                     | 10,720     | -          |
| Travel                                                                                                       | 6,000      | 4,643      |
| Consulting                                                                                                   | 5,000      | 53,303     |
| Printing and postage                                                                                         | 3,124      | -          |
| Administration                                                                                               | 779        | 19,585     |
|                                                                                                              | 118,068    | 203,259    |
| Deficiency of revenue over expenses                                                                          | \$ (297)   | \$ (3,681) |

Federal funding of \$88,176 (excluding amortization of deferred contributions for equipment) is in excess of amounts expensed of \$86,941 (excluding amortization) and the excess of \$1,235 is included in accounts payable and accrued liabilities at March 31, 2012.

See schedule 29 - Supplemental Schedule of Revenues and Expenditures for Funding Purposes

## Schedule 4 - Federal Duty to Consult Program

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012     | 2011       |
|-------------------------------------|----------|------------|
| Expenses:                           |          |            |
| Salaries                            | \$ -     | \$ 6,070   |
| Amortization                        | 510      | 1,020      |
| Travel                              | -        | 413        |
|                                     | 510      | 7,503      |
| Deficiency of revenue over expenses | \$ (510) | \$ (7,503) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 5 - MERMAC

Year ended March 31, 2012, with comparative figures for 2011

|                                 | 2012     | 2011 |
|---------------------------------|----------|------|
| Provincial Funding              | \$ 5,802 | \$ - |
| Expense:                        |          |      |
| Salaries and benefits           | 4,130    | -    |
| Advertising                     | 1,435    | -    |
| Consulting                      | 237      | -    |
|                                 | 5,802    | -    |
| Excess of revenue over expenses | \$ -     | \$ - |

## Schedule 6 - Bilateral Program

Year ended March 31, 2012, with comparative figures for 2011

|                                              | 2012      | 2011       |
|----------------------------------------------|-----------|------------|
| Provincial funding                           | \$ 92,352 | \$ 100,000 |
| Expenses:                                    |           |            |
| Travel                                       | 21,791    | 8,983      |
| Salaries                                     | 21,660    | 55,392     |
| Printing and postage                         | 14,410    | 1,279      |
| Telephone                                    | 8,317     | 3,917      |
| Audit, accounting and business services      | 7,140     | 2,700      |
| Meetings                                     | 4,586     | 1,833      |
| Office rent                                  | 4,267     | -          |
| Financial services                           | 3,103     | -          |
| Bank charges and interest                    | 2,533     | -          |
| Insurance                                    | 2,056     | 1,200      |
| Office supplies                              | 1,581     | 3,062      |
| Advertising                                  | 908       | -          |
| Technical support                            | -         | 18,412     |
| Legal                                        | -         | 2,738      |
| Equipment leasing                            | -         | 548        |
|                                              | 92,352    | 100,064    |
| Excess (deficiency) of revenue over expenses | \$ -      | \$ (64)    |

Provincial funding of \$100,000 is in excess of amounts expensed of \$92,352 and the excess of \$7,648 is included in accounts payable and accrued liabilities at March 31, 2012.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 7 - Tripartite Self Government Program

Year ended March 31, 2012, with comparative figures for 2011

|                                         | 2012           | 2011           |
|-----------------------------------------|----------------|----------------|
| <b>Revenue:</b>                         |                |                |
| Provincial funding                      | \$ 285,000     | \$ 285,000     |
| Federal funding                         | 285,000        | 276,503        |
|                                         | <u>570,000</u> | <u>561,503</u> |
| <b>Expense:</b>                         |                |                |
| Salaries and benefits                   | 263,999        | 254,503        |
| Constitutional / legislative workshops  | 64,823         | -              |
| Financial services                      | 46,964         | 58,300         |
| Administration fee                      | 41,362         | -              |
| Meetings                                | 36,475         | 4,000          |
| Consulting                              | 32,987         | -              |
| Allocated administration                | 32,986         | -              |
| Legal                                   | 13,541         | 8,620          |
| Repairs and services                    | 12,600         | -              |
| Training and development                | 10,528         | -              |
| Printing and postage                    | 10,148         | 17,277         |
| Audit, accounting and business services | 6,000          | 5,400          |
| Amortization                            | 990            | 1,981          |
| Annual General Assembly                 | -              | 65,000         |
| Métis Nation Legislative Assembly       | -              | 65,000         |
| Travel                                  | -              | 34,937         |
| Telephone and internet                  | -              | 14,000         |
| Office rent                             | -              | 12,521         |
| Strategic planning                      | -              | 10,000         |
| Office supplies                         | -              | 6,046          |
| Advertising                             | -              | 5,900          |
|                                         | <u>573,403</u> | <u>563,485</u> |
| Deficiency of revenue over expenses     | \$ (3,403)     | \$ (1,982)     |

Schedule 8 - Basic Organizational Capacity Program

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012           | 2011           |
|-------------------------------------|----------------|----------------|
| Federal funding                     | \$ 460,000     | \$ 460,000     |
| <b>Expenses:</b>                    |                |                |
| Salaries and benefits               | 438,244        | 323,055        |
| Financial services                  | 22,021         | 33,131         |
| Travel - regional directors         | -              | 38,052         |
| Office rent                         | -              | 24,250         |
| Telephone                           | -              | 12,608         |
| Professional fees                   | -              | 10,833         |
| Bank charges                        | -              | 8,324          |
| Office supplies                     | -              | 7,222          |
| Meetings                            | -              | 2,678          |
|                                     | <u>460,265</u> | <u>460,153</u> |
| Deficiency of revenue over expenses | \$ (265)       | \$ (153)       |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 9 - Aboriginal Health Transition Program

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012 | 2011       |
|-------------------------------------|------|------------|
| Provincial funding                  | \$ - | \$ 85,654  |
| Expense:                            |      |            |
| Amortization                        | -    | 1,958      |
| Consulting                          | -    | 55,398     |
| Travel                              | -    | 12,136     |
| Communication/ Dissemination        | -    | 10,000     |
| Administration                      | -    | 7,654      |
| Office rent                         | -    | 3,000      |
|                                     | -    | 90,146     |
| Deficiency of revenue over expenses | \$ - | \$ (4,492) |

Schedule 10 - Harvesting Program

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012       | 2011      |
|-------------------------------------|------------|-----------|
| Provincial funding                  | \$ 49,500  | \$ 45,000 |
| Expenses:                           |            |           |
| Consulting                          | 47,633     | 44,010    |
| Allocated administration            | 2,792      | -         |
| Administration                      | 214        | -         |
| Travel                              | -          | 1,253     |
| Office supplies                     | -          | 59        |
|                                     | 50,639     | 45,322    |
| Deficiency of revenue over expenses | \$ (1,139) | \$ (322)  |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 11 - Electoral Preparedness

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012       | 2011 |
|-------------------------------------|------------|------|
| Federal funding                     | \$ 62,273  | \$ - |
| Expenses:                           |            |      |
| Contractors                         | 36,000     | -    |
| Administration                      | 8,123      | -    |
| Travel                              | 6,959      | -    |
| Meetings                            | 5,000      | -    |
| Salaries and benefits               | 3,150      | -    |
| Advertising                         | 2,500      | -    |
| Printing and postage                | 2,500      | -    |
|                                     | 64,232     | -    |
| Deficiency of revenue over expenses | \$ (1,959) | \$ - |

## Schedule 12 - Management of Métis Harvesting Rights

Year ended March 31, 2012, with comparative figures for 2011

|                                              | 2012      | 2011 |
|----------------------------------------------|-----------|------|
| Federal funding                              | \$ 32,916 | \$ - |
| Expenses:                                    |           |      |
| Central registry enhancement                 | 9,786     | -    |
| Meetings                                     | 7,630     | -    |
| Salaries and benefits                        | 6,120     | -    |
| Travel                                       | 4,280     | -    |
| Allocated administration                     | 4,047     | -    |
| Administration                               | 1,053     | -    |
|                                              | 32,916    | -    |
| Excess (deficiency) of revenue over expenses | \$ -      | \$ - |

Federal funding of \$42,500 is in excess of amounts expensed of \$32,916 and the excess of \$9,584 is included in accounts payable and accrued liabilities at March 31, 2012.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 13 - Public Health Agency of Canada - Surveillance

Year ended March 31, 2012, with comparative figures for 2011

|                                       | 2012 |   | 2011 |        |
|---------------------------------------|------|---|------|--------|
| Federal funding                       | \$   | - | \$   | 17,227 |
| Expenses:                             |      |   |      |        |
| Consulting                            |      | - |      | 14,950 |
| Meetings                              |      | - |      | 2,000  |
| Travel                                |      | - |      | 219    |
| Printing and postage                  |      | - |      | 84     |
|                                       |      | - |      | 17,253 |
| (Deficiency) of revenue over expenses | \$   | - | \$   | (26)   |

## Schedule 14 - Arbitration Appeals

Year ended March 31, 2012, with comparative figures for 2011

|                                              | 2012 |        | 2011 |   |
|----------------------------------------------|------|--------|------|---|
| Federal funding                              | \$   | 27,888 | \$   | - |
| Expenses:                                    |      |        |      |   |
| Training and development                     |      | 15,250 |      | - |
| Professional fees                            |      | 6,000  |      | - |
| Allocated administration                     |      | 3,613  |      | - |
| Travel                                       |      | 3,000  |      | - |
| Administration                               |      | 25     |      | - |
|                                              |      | 27,888 |      | - |
| Excess (deficiency) of revenue over expenses | \$   | -      | \$   | - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 15 - Child Welfare Review

Year ended March 31, 2012, with comparative figures for 2011

|                                 | 2012      | 2011 |
|---------------------------------|-----------|------|
| Provincial funding              | \$ 48,500 | \$ - |
| Expenses:                       |           |      |
| Professional fees               | 41,182    | -    |
| Allocated administration        | 7,275     | -    |
|                                 | 48,457    | -    |
| Excess of revenue over expenses | \$ 43     | \$ - |

## Schedule 16 - Children / Youth

Year ended March 31, 2012, with comparative figures for 2011

|                                 | 2012      | 2011 |
|---------------------------------|-----------|------|
| Provincial funding              | \$ 15,000 | \$ - |
| Expenses:                       |           |      |
| Professional fees               | 11,000    | -    |
| Allocated administration        | 3,000     | -    |
| Travel                          | 995       | -    |
|                                 | 14,995    | -    |
| Excess of revenue over expenses | \$ 5      | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 17 - New Boundary Commission

Year ended March 31, 2012, with comparative figures for 2011

|                                              | 2012     | 2011 |
|----------------------------------------------|----------|------|
| Federal funding                              | \$ 3,516 | \$ - |
| Expenses:                                    |          |      |
| Contractors                                  | 2,370    | -    |
| Reference materials                          | 665      | -    |
| Allocated administration                     | 481      | -    |
|                                              | 3,516    | -    |
| Excess (deficiency) of revenue over expenses | \$ -     | \$ - |

Provincial funding of \$3,689 is in excess of amounts expensed of \$3,516 and the excess of \$173 is included in accounts payable and accrued liabilities at March 31, 2012.

## Schedule 18 - Appeals Tribunal

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012 | 2011     |
|-------------------------------------|------|----------|
| Revenue:                            |      |          |
| Federal funding                     | -    | 92,920   |
| Expenses:                           |      |          |
| Travel                              | -    | 45,299   |
| Consulting                          | -    | 36,121   |
| Allocated administration            | -    | 12,120   |
|                                     | -    | 93,540   |
| Deficiency of revenue over expenses | \$ - | \$ (620) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 19 - Harvesting Negotiations

Year ended March 31, 2012, with comparative figures for 2011

|                                              | 2012           | 2011         |
|----------------------------------------------|----------------|--------------|
| Revenue:                                     |                |              |
| Provincial funding                           | \$ 269,300     | \$ 9,256     |
| Expenses:                                    |                |              |
| Salaries and benefits                        | 108,870        | -            |
| Travel                                       | 38,284         | 2,297        |
| Consulting                                   | 31,893         | -            |
| Professional fees                            | 26,179         | 3,931        |
| Office rent                                  | 21,059         | -            |
| Annual General Assembly                      | 14,141         | -            |
| Telephone and internet                       | 9,772          | -            |
| Administration                               | 9,690          | 28           |
| Allocated administration                     | 7,886          | -            |
| Advertising                                  | 1,053          | -            |
| Printing and postage                         | 453            | -            |
| Training and development                     | 20             | 3,000        |
|                                              | <u>269,300</u> | <u>9,256</u> |
| Excess (deficiency) of revenue over expenses | \$ -           | \$ -         |

Provincial funding of \$270,744 is in excess of amounts expensed of \$269,300 and the excess of \$1,444 is included in accounts payable and accrued liabilities at March 31, 2012.

## Schedule 20 - Environment

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012          | 2011          |
|-------------------------------------|---------------|---------------|
| Revenue:                            |               |               |
| Provincial funding                  | \$ 95,292     | \$ 34,708     |
| Expenses:                           |               |               |
| Salaries                            | 72,802        | 16,404        |
| Professional fees                   | 5,675         | 3,795         |
| Travel                              | 4,490         | 12,703        |
| Reference materials                 | 3,691         | 136           |
| Equipment leasing                   | 3,150         | -             |
| Printing and postage                | 2,472         | 152           |
| Telephone                           | 2,082         | 923           |
| Office supplies                     | 2,006         | 595           |
|                                     | <u>96,368</u> | <u>34,708</u> |
| Deficiency of revenue over expenses | \$ (1,076)    | \$ -          |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 21 - Post Powley Component A

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012       | 2011    |
|-------------------------------------|------------|---------|
| Revenue:                            |            |         |
| Federal funding                     | 890,937    | 623,379 |
| Expenses:                           |            |         |
| Salaries                            | 504,338    | 234,024 |
| Administration                      | 89,597     | 59,285  |
| Contractors                         | 51,904     | -       |
| Financial services                  | 39,960     | 25,000  |
| Meetings                            | 32,501     | 26,373  |
| Professional fees                   | 27,066     | 48,181  |
| Reference materials                 | 26,800     | 18,893  |
| Allocated administration            | 26,156     | 21,967  |
| Printing and postage                | 23,078     | 22,079  |
| Advertising                         | 20,000     | 27,000  |
| Travel                              | 19,985     | 32,105  |
| Consulting                          | 18,000     | 73,913  |
| Training and development            | 8,000      | 14,108  |
| Technical support                   | 5,500      | 20,451  |
|                                     | 892,885    | 623,379 |
| Deficiency of revenue over expenses | \$ (1,948) | \$ -    |

## Schedule 22 - Post Powley Component B

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012 | 2011     |
|-------------------------------------|------|----------|
| Revenue:                            |      |          |
| Federal funding                     | -    | 82,829   |
| Expenses:                           |      |          |
| Salaries                            | -    | 47,936   |
| Travel                              | -    | 17,601   |
| Allocated administration            | -    | 8,949    |
| Printing and postage                | -    | 5,952    |
| Administration                      | -    | 1,855    |
| Professional fees                   | -    | 1,400    |
|                                     | -    | 83,693   |
| Deficiency of revenue over expenses | \$ - | \$ (864) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 23 - Genealogical and Historical

Year ended March 31, 2012, with comparative figures for 2011

|                                                                                                        | 2012               | 2011            |
|--------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| <b>Revenue:</b>                                                                                        |                    |                 |
| Federal funding including amortization of deferred contributions for equipment of \$4,641 (2011 - Nil) | 434,299            | 100,068         |
| <b>Expenses:</b>                                                                                       |                    |                 |
| Salaries                                                                                               | 215,582            | 20,518          |
| Repair and maintenance                                                                                 | 50,388             | 1,518           |
| Contractors                                                                                            | 41,696             | -               |
| Administration                                                                                         | 41,283             | 2,107           |
| Reference materials                                                                                    | 36,750             | 49,187          |
| Travel                                                                                                 | 28,268             | 12,847          |
| Allocated administration                                                                               | 24,900             | 10,945          |
| Advertising                                                                                            | 5,050              | 1,000           |
| Amortization                                                                                           | 4,640              | -               |
| Professional fees                                                                                      | 3,000              | 600             |
| Technical support                                                                                      | -                  | 1,750           |
|                                                                                                        | 451,557            | 100,472         |
| <b>Deficiency of revenue over expenses</b>                                                             | <b>\$ (17,258)</b> | <b>\$ (404)</b> |

See schedule 30 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

## Schedule 24 - Community Engagement

Year ended March 31, 2012, with comparative figures for 2011

|                                            | 2012        | 2011           |
|--------------------------------------------|-------------|----------------|
| <b>Revenue:</b>                            |             |                |
| Federal funding                            | -           | 29,325         |
| <b>Expenses:</b>                           |             |                |
| Travel                                     | -           | 10,500         |
| Professional fees                          | -           | 15,041         |
| Allocated administration                   | -           | 3,792          |
| Administration                             | -           | 33             |
|                                            | -           | 29,366         |
| <b>Deficiency of revenue over expenses</b> | <b>\$ -</b> | <b>\$ (41)</b> |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 25 - Boundry Consultation

Year ended March 31, 2012, with comparative figures for 2011

|                                                     | 2012        | 2011        |
|-----------------------------------------------------|-------------|-------------|
| Revenue:                                            |             |             |
| Federal funding                                     | -           | 55,200      |
| Expenses:                                           |             |             |
| Professional fees                                   | -           | 20,000      |
| Travel                                              | -           | 16,064      |
| Meetings                                            | -           | 11,936      |
| Allocated administration                            | -           | 7,110       |
| Administration                                      | -           | 90          |
|                                                     | -           | 55,200      |
| <b>Excess (deficiency) of revenue over expenses</b> | <b>\$ -</b> | <b>\$ -</b> |

## Schedule 26 - Sport and Recreation

Year ended March 31, 2012, with comparative figures for 2011

|                                        | 2012        | 2011         |
|----------------------------------------|-------------|--------------|
| Revenue:                               |             |              |
| Other income                           | \$ -        | \$ 31,800    |
| Expenses:                              |             |              |
| Sports and recreation                  | -           | 31,742       |
| <b>Excess of revenue over expenses</b> | <b>\$ -</b> | <b>\$ 58</b> |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 27 - Health Director Initiative

Year ended March 31, 2012, with comparative figures for 2011

|                                            | 2012              | 2011            |
|--------------------------------------------|-------------------|-----------------|
| <b>Revenue:</b>                            |                   |                 |
| Provincial funding                         | \$ 190,000        | \$ 90,000       |
| <b>Expenses:</b>                           |                   |                 |
| Salary and benefits                        | 87,427            | 36,905          |
| Contractors                                | 56,091            | -               |
| Administration                             | 20,448            | 7,500           |
| Office rent                                | 8,216             | 13,434          |
| Travel                                     | 5,399             | 7,293           |
| Professional fees                          | 3,948             | -               |
| Consulting                                 | 3,313             | 20,364          |
| Repairs and services                       | 2,123             | -               |
| Meetings                                   | 2,005             | -               |
| Amortization                               | 1,249             | -               |
| Allocated administration                   | 637               | 5,500           |
| Office supplies                            | 487               | -               |
|                                            | 191,343           | 90,996          |
| <b>Deficiency of revenue over expenses</b> | <b>\$ (1,343)</b> | <b>\$ (996)</b> |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 28 - Health - Suicide Prevention

Year ended March 31, 2012, with comparative figures for 2011

|                                     | 2012 | 2011       |
|-------------------------------------|------|------------|
| Revenue:                            |      |            |
| Provincial funding                  | \$ - | \$ 300,000 |
| Expenses:                           |      |            |
| Consulting                          | -    | 148,875    |
| Salary and benefits                 | -    | 60,619     |
| Allocated administration            | -    | 30,000     |
| Travel                              | -    | 15,829     |
| Evaluation                          | -    | 14,948     |
| Office rent                         | -    | 9,283      |
| Training and development            | -    | 6,355      |
| Equipment leasing                   | -    | 5,780      |
| Office supplies                     | -    | 3,393      |
| Telephone and internet              | -    | 3,533      |
| Cultural/ ceremonial                | -    | 800        |
| Advertising and media awareness     | -    | 357        |
| Strategic planning                  | -    | 245        |
|                                     | -    | 300,017    |
| Deficiency of revenue over expenses | \$ - | \$ (17)    |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 29 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2012, with comparative figures for 2011

|                                                      | Registry Engagement<br>Workplan and Implementation |                   |
|------------------------------------------------------|----------------------------------------------------|-------------------|
|                                                      | 2012                                               | 2011              |
| Revenue (schedule 3)                                 | \$ 117,771                                         | \$ 199,578        |
| Amortization of deferred contributions for equipment | (30,830)                                           | (48,795)          |
| <b>Revenue for funding purposes</b>                  | <b>\$ 86,941</b>                                   | <b>\$ 150,783</b> |
| Expenses (schedule 3)                                | \$ 118,068                                         | \$ 203,259        |
| Amortization expense (schedule 3)                    | (31,127)                                           | (49,386)          |
| <b>Expenditures for funding purposes</b>             | <b>\$ 86,941</b>                                   | <b>\$ 153,873</b> |

## Schedule 30 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2012, with comparative figures for 2011

|                                                                   | Generalogical and Historical |             |
|-------------------------------------------------------------------|------------------------------|-------------|
|                                                                   | 2012                         | 2011        |
| Revenue (schedule 23)                                             | \$ 434,299                   | \$ -        |
| Amortization of deferred contributions for equipment              | (4,641)                      | -           |
| Amounts received and deferred related to purchase of<br>equipment | 68,047                       | -           |
| <b>Revenue for funding purposes</b>                               | <b>\$ 497,705</b>            | <b>\$ -</b> |
| Expenses (schedule 23)                                            | \$ 451,557                   | \$ -        |
| Capitalized equipment expenditures                                | 68,047                       | -           |
| Amortization expense (schedule 23)                                | (4,641)                      | -           |
| <b>Expenditures for funding purposes</b>                          | <b>\$ 514,963</b>            | <b>\$ -</b> |



Financial Statements of

**MÉTIS NATION - SASKATCHEWAN  
SECRETARIAT INC.**

Years ended March 31, 2013 and 2012



KPMG LLP  
Chartered Accountants  
500 - 475 Second Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

## INDEPENDENT AUDITORS' REPORT

To the members of Métis Nation - Saskatchewan Secretariat Inc.

We have audited the accompanying financial statements of Métis Nation - Saskatchewan Secretariat Inc., which comprise the statements of financial position as at March 31, 2013, March 31, 2012 and April 1, 2011 and the statements of revenues and expenses, changes in net assets, and cash flows for the years ended March 31, 2013 and March 31, 2012, and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements present fairly, in all material respects, the financial position of Métis Nation - Saskatchewan Secretariat Inc. as at March 31, 2013, March 31, 2012 and April 1, 2011 and the results of its operations and its cash flows for the years ended March 31, 2013 and March 31, 2012 in accordance with Canadian accounting standards for not-for-profit organizations.

*KPMG LLP*

Chartered Accountants

Saskatoon, Canada

August 1, 2013

KPMG LLP, is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statements of Financial Position

March 31, 2013, March 31, 2012 and April 1, 2011

|                                      | March 31,<br>2013 | March 31,<br>2012 | April 1,<br>2011 |
|--------------------------------------|-------------------|-------------------|------------------|
| <b>Assets</b>                        |                   |                   |                  |
| Current assets:                      |                   |                   |                  |
| Cash (note 3)                        | \$ 498,060        | \$ 219,030        | \$ 559,647       |
| Accounts receivable (note 4)         | 659,549           | 658,648           | 412,664          |
| Prepaid expenses and deposits        | -                 | 11,632            | -                |
| Due from related parties<br>(note 5) | 22                | 176               | 58,000           |
|                                      | 1,157,631         | 889,486           | 1,030,311        |
| Property and equipment (note 6)      | 254,282           | 244,327           | 216,684          |
|                                      | \$ 1,411,913      | \$ 1,133,813      | \$ 1,246,995     |

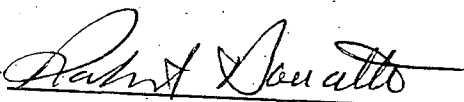
## Liabilities and Net Assets (Deficiency)

|                                                      |              |              |              |
|------------------------------------------------------|--------------|--------------|--------------|
| Current liabilities:                                 |              |              |              |
| Accounts payable and<br>accrued liabilities (note 7) | \$ 1,250,475 | \$ 921,377   | \$ 760,801   |
| Due to related parties (note 8)                      | 50,000       | 5,000        | 82,755       |
| Deferred revenue (note 9)                            | 136,221      | 207,198      | 426,036      |
|                                                      | 1,436,696    | 1,133,575    | 1,269,592    |
| Due to related parties (note 8)                      | 100,000      | -            | -            |
| Deferred contributions for equipment (note 10)       | 146,850      | 136,134      | 103,558      |
| Net assets (deficiency)                              |              |              |              |
| Operating fund                                       | (379,065)    | (244,089)    | (239,281)    |
| Capital fund                                         | 107,432      | 108,193      | 113,126      |
| Nature of operations (note 1)                        | (271,633)    | (135,896)    | (126,155)    |
| Contingency (note 13)                                |              |              |              |
|                                                      | \$ 1,411,913 | \$ 1,133,813 | \$ 1,246,995 |

See accompanying notes to financial statements.

On behalf of the Board:

Director



Director



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Revenue and Expenses

Years ended March 31, 2013 and 2012

|                                                         | 2013                | 2012              |
|---------------------------------------------------------|---------------------|-------------------|
| Revenue (schedules 2 - 30)                              |                     |                   |
| Federal funding                                         | \$ 2,815,894        | \$ 2,314,600      |
| Provincial funding                                      | 994,341             | 1,050,747         |
| Other                                                   | 32,903              | 8,359             |
|                                                         | <u>3,843,138</u>    | <u>3,373,706</u>  |
| Expenses - Summary schedule of expenses<br>(schedule 1) | 3,978,875           | 3,383,447         |
| Deficiency of revenue over expenses                     | <u>\$ (135,737)</u> | <u>\$ (9,741)</u> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Changes in Net Assets

Years ended March 31, 2013 and 2012

|                                                      | 2013                | 2012                |
|------------------------------------------------------|---------------------|---------------------|
| <b>Operating Fund</b>                                |                     |                     |
| Balance, beginning of year                           | \$ (244,089)        | \$ (239,281)        |
| Deficiency of revenue over expenses                  | (135,737)           | (9,741)             |
| Transfer from capital fund for amortization          | 41,435              | 40,404              |
| Transfer to capital fund for purchase of equipment   | (51,390)            | (68,047)            |
| Deferred contributions related to equipment          | 49,264              | 68,047              |
| Amortization of deferred contributions for equipment | (38,548)            | (35,471)            |
| <b>Balance, end of year</b>                          | <b>\$ (379,065)</b> | <b>\$ (244,089)</b> |

## Capital fund

|                                                        |                   |                   |
|--------------------------------------------------------|-------------------|-------------------|
| Balance, beginning of year                             | \$ 108,193        | \$ 113,126        |
| Transfer to operating fund for amortization            | (41,435)          | (40,404)          |
| Transfer from operating fund for purchase of equipment | 51,390            | 68,047            |
| Deferred contributions related to equipment            | (49,264)          | (68,047)          |
| Amortization of deferred contributions for equipment   | 38,548            | 35,471            |
| <b>Balance, end of year</b>                            | <b>\$ 107,432</b> | <b>\$ 108,193</b> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Cash Flows

Years ended March 31, 2013 and 2012

|                                                                    | 2013         | 2012       |
|--------------------------------------------------------------------|--------------|------------|
| Cash flows from (used in):                                         |              |            |
| Operations:                                                        |              |            |
| Deficiency of revenue over expenses                                | \$ (135,737) | \$ (9,741) |
| Items not involving cash:                                          |              |            |
| Amortization                                                       | 41,435       | 40,404     |
| Amortization of deferred contributions for equipment               | (38,548)     | (35,471)   |
| Change in non-cash operating working capital:                      |              |            |
| Accounts receivable                                                | (901)        | (245,984)  |
| Prepaid expenses and deposits                                      | 11,632       | (11,632)   |
| Accounts payable and accrued liabilities                           | 329,098      | 160,576    |
| Due from related parties                                           | 154          | (58,124)   |
| Due to related parties                                             | 145,000      | 38,193     |
| Deferred revenue                                                   | (70,977)     | (218,838)  |
|                                                                    | 281,156      | (340,617)  |
| Financing:                                                         |              |            |
| Deferred contributions for equipment                               | 49,264       | 68,047     |
| Investing:                                                         |              |            |
| Purchase of equipment                                              | (51,390)     | (68,047)   |
| Increase (decrease) in cash                                        | 279,030      | (340,617)  |
| Cash, beginning of year                                            | 219,030      | 559,647    |
| Cash, end of year                                                  | \$ 498,060   | \$ 219,030 |
| Cash consists of bank balance less outstanding cheques as follows: |              |            |
| Bank balances                                                      | \$ 679,178   | \$ 330,050 |
| Outstanding cheques                                                | (181,118)    | (111,020)  |
|                                                                    | \$ 498,060   | \$ 219,030 |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Notes to Financial Statements

Years ended March 31, 2013 and 2012

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Métis Nation - Saskatchewan Secretariat Inc. (the "Métis Nation") is incorporated under the Métis Act of Saskatchewan. The Métis Nation's purpose is to undertake activities that strive to recognize the political, legal and constitutional rights of the Métis people in Saskatchewan.

On April 1, 2011, the Métis Nation adopted Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the CICA Handbook. These are the first financial statements prepared in accordance with Not-For-Profit Standards.

In accordance with the transitional provisions in Not-For-Profit Standards, the Métis Nation has adopted the changes retrospectively, subject to certain exemptions allowed under these standards. The transition date is April 1, 2011 and all comparative information provided has been presented by applying Not-For-Profit Standards. There were no adjustments arising on transition.

### 1. Nature of operations:

These financial statements have been prepared on a going concern basis, which presumes that the Métis Nation will continue in operation for a reasonable period of time and will be able to realize its assets and discharge its liabilities in the normal course of operations.

The Métis Nation's continuation as a going concern is dependent upon its ability to attain profitable operations and obtain sufficient cash from external funding to meet its liabilities and commitments. The outcome of these matters cannot be determined at this time.

These financial statements do not include any adjustments in the carrying values of assets and liabilities, the reported deficiency of revenue over expenditures and the statement of financial position classifications that would be necessary if the going concern assumptions were not appropriate, should the Métis Nation not be able to continue its normal course of business.

### 2. Significant accounting policies:

#### (a) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include estimated useful life of property and equipment, the collectability of accounts receivable, the estimates of deferred revenue and contingency. Actual results could differ from these estimates.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

### 2. Significant accounting policies (continued):

(b) Cash:

Cash consists of balances with financial institutions which have an initial term to maturity of three months or less.

(c) Property and equipment:

Property and equipment are stated at cost. Amortization is computed based upon the estimated useful lives of the equipment. In the year of acquisition, one-half of the normal rate of amortization is used. No amortization on equipment is taken in the year of disposal.

Amortization is provided using the following method and annual rates.

| Asset     | Method            | Rate |
|-----------|-------------------|------|
| Equipment | Declining Balance | 20%  |
| Furniture | Declining Balance | 35%  |
| Computers | Declining Balance | 50%  |

Contributions for equipment purchases are deferred and amortized on the same basis as the assets to which they relate. Amortization of deferred contributions for equipment is included in revenue from federal funding sources.

(d) Revenue recognition:

The Métis Nation follows the deferral method of accounting for contributions. Externally restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Amounts receivable related to program funding are subject to approval by funding agencies and may change.

(e) Accounts payable and accrued liabilities:

Accounts payable and accrued liabilities are recorded as incurred and when the Métis Nation has a constructive obligation to incur expenditures pursuant to the terms of funding agreements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

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## 2. Significant accounting policies (continued):

(f) Deferred revenue:

Deferred revenue relates to funds received in advance which relate to the next fiscal year.

(g) Accounting for program activities:

The statement of financial position and the statements of revenue and expenses, changes in net assets and cash flows are all prepared on a combined basis. Revenue and expenses related to administration activities and program delivery are reported as follows:

- Administration
- Registry Engagement Workplan and Implementation
- Métis Environment and Resource Management Advisory Committee (MERMAC)
- Bilateral Program
- Tripartite Self Government Program
- Basic Organization Capacity Program
- Green Light Program
- Harvesting Program
- Electoral Preparedness
- Management of Métis Harvesting Rights
- Education Task Force
- Arbitration Appeals
- Child Welfare Review
- Children / Youth
- New Boundary Commission
- MNS Transition
- Harvesting Negotiations
- Environment
- Post Powley Component A
- Post Powley Component C
- Genealogical and Historical
- Legislative Review
- Sport & Recreation
- Health Director Initiative
- Health - Suicide Prevention

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

---

### 2. Significant accounting policies (continued):

#### (h) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Métis Nation has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Métis Nation determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Métis Nation expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

### 3. Cash:

Cash consists of amounts on deposit with financial institutions less outstanding cheques issued. The Métis Nation has available a line of credit to the maximum amount of \$300,000 with interest on any outstanding balances at Royal Bank prime plus 1.5%. The Métis Nation also has available a \$20,000 line of credit secured by a Guaranteed Investment Certificate held by Provincial Métis Holdco Inc., a related party. As at March 31, 2013, no amounts were drawn under these credit facilities.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

## 4. Accounts receivable:

|                                 | March 31,<br>2013 | March 31,<br>2012 | April 1<br>2011   |
|---------------------------------|-------------------|-------------------|-------------------|
| Program funding and other       | \$ 625,772        | \$ 645,090        | \$ 325,031        |
| Allowance for doubtful accounts | -                 | (11,500)          | (11,500)          |
| GST recoverable                 | 33,777            | 25,058            | 99,133            |
|                                 | <u>\$ 659,549</u> | <u>\$ 658,648</u> | <u>\$ 412,664</u> |

Accounts receivable for program funding include amounts related to prior years and current year holdbacks. These amounts are subject to final approval by funding agencies and amounts may change.

## 5. Due from related parties:

Amounts due from BTB Festival Days Inc. of \$22 (2011 - \$52) consist of expenses paid for BTB Festival Days Inc.

Amounts due from Provincial Métis Holdco Inc of Nil - (2011 - \$124) consist of expenses paid on behalf of Provincial Métis Holdco Inc.

Amounts due from BTB Festival Days Inc. and Provincial Métis Holdco Inc. are non-interest bearing, unsecured and have no fixed terms of repayment.



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

## 6. Property and equipment:

| March 31, 2013 | Cost       | Accumulated<br>amortization | Net book<br>value |
|----------------|------------|-----------------------------|-------------------|
| Land           | \$ 99,405  | \$ -                        | \$ 99,405         |
| Furniture      | 72,988     | 60,678                      | 12,310            |
| Equipment      | 202,969    | 157,430                     | 45,539            |
| Computers      | 207,307    | 110,279                     | 97,028            |
|                | \$ 582,669 | \$ 328,387                  | \$ 254,282        |

| March 31, 2012 | Cost       | Accumulated<br>amortization | Net book<br>value |
|----------------|------------|-----------------------------|-------------------|
| Land           | \$ 99,405  | \$ -                        | \$ 99,405         |
| Equipment      | 202,969    | 146,045                     | 56,924            |
| Furniture      | 72,988     | 54,050                      | 18,938            |
| Computers      | 155,918    | 86,858                      | 69,060            |
|                | \$ 531,280 | \$ 286,953                  | \$ 244,327        |

| April 1, 2011 | Cost       | Accumulated<br>amortization | Net book<br>value |
|---------------|------------|-----------------------------|-------------------|
| Land          | \$ 99,405  | \$ -                        | \$ 99,405         |
| Equipment     | 194,552    | 132,867                     | 61,685            |
| Furniture     | 72,988     | 43,852                      | 29,136            |
| Computers     | 96,288     | 69,830                      | 26,458            |
|               | \$ 463,233 | \$ 246,549                  | \$ 216,684        |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

**7. Accounts payable and accrued liabilities:**

The Métis Nation is committed to incur expenses for various programs in future periods utilizing unspent funding. These commitments have been accrued in the current period.

|                     | March 31,<br>2013 | March 31,<br>2012 | April 1,<br>2011 |
|---------------------|-------------------|-------------------|------------------|
| Accounts payable    | \$ 466,462        | \$ 570,261        | \$ 55,403        |
| Accrued liabilities | 784,013           | 351,116           | 705,398          |
|                     | <u>1,250,475</u>  | <u>921,377</u>    | <u>760,801</u>   |

As at March 31, 2012, the Métis Nation has committed to incur expenses for various programs subsequent to year end in order to fully utilize the current year funding. Commitments totaling \$746,510 have been accrued for in the current year and are reflected in the statement of revenue and expenses and corresponding schedules.

**8. Due to related parties:**

Amounts due to Provincial Métis Holdco Inc. of \$150,000 relate to an advance made for the purposes of assisting with the Métis Nation elections. This advance is secured by a non-interest bearing demand promissory note to be repaid to Provincial Métis Holdco Inc. in annual payments of \$50,000 over the next three years. The advance was conditional on the Office of the Federal Interlocutor confirming a \$200,000 contribution to the election (schedule 10).

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

## 9. Deferred revenue:

Deferred revenue is comprised of the following:

|                                       | March 31,<br>2013 | March 31,<br>2012 | April 1,<br>2011 |
|---------------------------------------|-------------------|-------------------|------------------|
| Health Director Initiative 2012/2013  | \$ 38,079         | \$ -              | \$ -             |
| Education Task Force                  | 33,070            | -                 | -                |
| MERMAC                                | 30,304            | 54,198            | -                |
| Legislative Review                    | 18,767            | -                 | -                |
| Management of Métis Harvesting Rights | 13,552            | -                 | 85,292           |
| Green Light Program                   | 2,449             | -                 | -                |
| Health - Suicide Prevention 2012/2013 | -                 | 148,000           | -                |
| Sports and Recreation                 | -                 | 5,000             | -                |
| Health Director Initiative 2011/2012  | -                 | -                 | 160,000          |
| Harvesting Negotiations               | -                 | -                 | 150,744          |
| Health Director Initiative 2010/2011  | -                 | -                 | 30,000           |
|                                       | \$ 136,221        | \$ 207,198        | \$ 426,036       |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

### 10. Deferred contributions for equipment:

| March 31, 2013 | Cost       | Accumulated<br>amortization | Net book<br>value |
|----------------|------------|-----------------------------|-------------------|
| Equipment      | \$ 99,215  | \$ 57,305                   | \$ 41,910         |
| Furniture      | 68,664     | 56,991                      | 11,673            |
| Computers      | 182,447    | 89,180                      | 93,267            |
|                | \$ 350,326 | \$ 203,476                  | \$ 146,850        |

| March 31, 2012 | Cost       | Accumulated<br>amortization | Net book<br>value |
|----------------|------------|-----------------------------|-------------------|
| Equipment      | \$ 99,215  | \$ 46,827                   | \$ 52,388         |
| Furniture      | 68,664     | 50,705                      | 17,959            |
| Computers      | 133,183    | 67,396                      | 65,787            |
|                | \$ 301,062 | \$ 164,928                  | \$ 136,134        |

| April 1, 2011 | Cost       | Accumulated<br>amortization | Net book<br>value |
|---------------|------------|-----------------------------|-------------------|
| Equipment     | \$ 90,798  | \$ 34,783                   | \$ 56,015         |
| Furniture     | 68,664     | 41,035                      | 27,629            |
| Computers     | 73,553     | 53,639                      | 19,914            |
|               | \$ 233,015 | \$ 129,457                  | \$ 103,558        |

### 11. Related party transactions:

During the year the Métis Nation incurred rent expense of \$210,023 (2012 - \$160,684) to Provincial Métis Holdco Inc., an organization with which it is related through common board members. This rent represents amounts agreed between the related parties. Amounts due from (to) BTB Festival Days Inc. consist of accounts receivable of \$22 (2012- \$52) and is non-interest bearing, unsecured and has no fixed terms of repayment. Amounts due to Provincial Métis Holdco in the amount of \$150,000 (2012 - receivable of \$124) are non-interest bearing, secured by a demand promissory note to be paid in annual payments of \$50,000 over the next three years (note 8).

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Notes to Financial Statements (continued)

Years ended March 31, 2013 and 2012

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### 12. Financial instruments and risk management:

The Métis Nation, through its financial assets and liabilities, has exposure to the following risks from its use of financial instruments:

#### Credit risk

The Métis Nation's principal financial asset is accounts receivable, which is subject to credit risk. The carrying amount of this financial asset on the statement of financial position represent the Métis Nation's maximum credit exposure at March 31, 2013. The amounts disclosed in the statement of financial position are net of allowance for doubtful accounts, estimated by management of the Métis Nation based on previous experience and its assessment of the current economic environment.

#### Interest rate risk

Interest-bearing bank indebtedness which may arise has limited exposure to interest rate risk due to its short-term maturity.

#### Liquidity risk

The Métis Nation's objective is to have sufficient liquidity to meet its liabilities when due. The Métis Nation monitors its cash balances and cash flows generated from operations to meet its requirements. As of March 31, 2013, the most significant financial liabilities are: accounts payable and accrued liabilities and due to related parties.

#### Fair values

The fair values of cash, accounts receivable and accounts payable and accrued liabilities approximate their carrying value due to their short-term period to maturity. The fair value of amounts due from BTB Festival Days Inc., due from (to) Provincial Métis Holdco Inc. and due to BTB Festival Days Inc. all related parties, are not determinable due to the non-arm's length of the relationships between the parties.

### 13. Contingency:

A claim was filed in 2011 by a former employee against the Métis Nation alleging wrongful dismissal. A statement of defence was filed in 2012. The Métis Nation has made an accrual to reflect the estimated maximum exposure to this claim.

### 14. Comparative figures:

Certain comparative figures have been reclassified to conform with the financial statement presentation adopted in the current year.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 1 - Summary Schedule of Expenses

Years ended March 31, 2013 and 2012

|                                         | 2013         | 2012         |
|-----------------------------------------|--------------|--------------|
| Salaries and benefits                   | \$ 1,815,699 | \$ 1,748,771 |
| Administration                          | 299,685      | 212,574      |
| Professional fees                       | 252,807      | 152,064      |
| Meetings                                | 234,255      | 229,832      |
| Consulting                              | 185,213      | 5,000        |
| Election                                | 177,647      | 26,457       |
| Financial services                      | 162,113      | 158,897      |
| Travel                                  | 155,218      | 142,213      |
| Audit and legal fees                    | 87,400       | 84,513       |
| Métis Nation Legislative Assembly       | 87,338       | 5,000        |
| Contractors                             | 83,218       | 244,278      |
| Communication                           | 57,779       | 725          |
| Training and development                | 48,949       | 33,798       |
| Office rent (net of direct allocations) | 46,002       | 35,475       |
| Reference materials                     | 45,817       | 64,215       |
| Amortization                            | 41,435       | 40,404       |
| Advertising                             | 41,000       | 31,446       |
| Annual general assembly                 | 32,838       | 14,141       |
| Technical support                       | 28,694       | 43,629       |
| Printing and postage                    | 28,269       | 48,401       |
| Strategic planning                      | 21,658       | -            |
| Sports and recreation                   | 19,132       | -            |
| Telephone and internet                  | 10,841       | 20,171       |
| Funding repayments                      | 10,833       | -            |
| Office supplies                         | 10,145       | 4,532        |
| Repairs and services                    | 2,243        | 26,982       |
| Bank charges and interest               | 2,116        | 2,284        |
| Insurance                               | 1,500        | 2,056        |
| Equipment leasing                       | 531          | 3,150        |
| Central registry enhancement            | -            | 9,786        |
| Storage                                 | -            | 2,284        |
| Ceremonial                              | -            | 369          |
| Goods and services tax (recovery)       | -            | (10,000)     |
| Recovery of holdbacks receivable        | (11,500)     | -            |
|                                         | \$ 3,978,875 | \$ 3,383,447 |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 2 - Administration

Years ended March 31, 2013 and 2012

|                                                                     | 2013         | 2012         |
|---------------------------------------------------------------------|--------------|--------------|
| Revenue - other                                                     | \$ 9,293     | \$ 8,359     |
| Administration expenses:                                            |              |              |
| Election                                                            | 171,146      | 26,457       |
| Funding repayments                                                  | 10,833       | -            |
| Office rent                                                         | 9,580        | 1,933        |
| Amortization                                                        | 1,164        | 1,888        |
| Bank charges and interest                                           | 616          | (249)        |
| Communications                                                      | 218          | (13,114)     |
| Administration                                                      | 94           | -            |
| Financial services                                                  | -            | 43,516       |
| Printing and postage                                                | -            | 2,364        |
| Storage                                                             | -            | 2,284        |
| Meetings                                                            | -            | 791          |
| Advertising                                                         | -            | 500          |
| Office supplies                                                     | -            | 457          |
| Ceremonial                                                          | -            | 369          |
| Goods and services tax (recovery)                                   | -            | (10,000)     |
| Insurance                                                           | -            | -            |
|                                                                     | 193,651      | 57,196       |
| Professional services:                                              |              |              |
| Legal and professional fees                                         | 4,718        | 34,899       |
|                                                                     | 4,718        | 34,899       |
| Salaries and contracted services:                                   |              |              |
| Executive and chief executive officer                               | -            | 19,618       |
| Other                                                               | -            | 1,063        |
|                                                                     | -            | 20,681       |
| Travel:                                                             |              |              |
| Other                                                               | 2,790        | 667          |
| Executive                                                           | 6,418        | -            |
|                                                                     | 9,208        | 667          |
| Recovery of holdbacks receivable                                    | (11,500)     | -            |
| Total expenses                                                      | 196,077      | 113,443      |
| Deficiency of revenue over expenses before allocated administration | \$ (186,784) | \$ (105,084) |
| Allocated administration                                            | 123,396      | 124,493      |
| Excess (deficiency) of revenue over expenses                        | (63,388)     | 19,409       |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 3 - Registry Engagement Workplan and Implementation

Years ended March 31, 2013 and 2012

|                                                                                                               | 2013      | 2012       |
|---------------------------------------------------------------------------------------------------------------|-----------|------------|
| Federal funding including amortization of deferred contributions for equipment of \$20,227. (2012 - \$30,830) | \$ 20,227 | \$ 117,771 |
| Expenses:                                                                                                     |           |            |
| Amortization                                                                                                  | 20,630    | 31,127     |
| Contractors                                                                                                   | -         | 45,641     |
| Salaries and benefits                                                                                         | -         | 15,677     |
| Allocated administration                                                                                      | -         | 10,720     |
| Travel                                                                                                        | -         | 6,000      |
| Consulting                                                                                                    | -         | 5,000      |
| Printing and postage                                                                                          | -         | 3,124      |
| Administration                                                                                                | -         | 779        |
|                                                                                                               | 20,630    | 118,068    |
| Deficiency of revenue over expenses                                                                           | \$ (403)  | \$ (297)   |

See schedule 27 - Supplemental Schedule of Revenues and Expenditures for Funding Purposes

## Schedule 4 - MERMAC

Years ended March 31, 2013 and 2012

|                                 | 2013      | 2012     |
|---------------------------------|-----------|----------|
| Provincial funding              | \$ 23,894 | \$ 5,803 |
| Expense:                        |           |          |
| Salaries and benefits           | 8,260     | 4,130    |
| Consulting                      | 5,686     | 238      |
| Travel                          | 5,431     | -        |
| Telephone                       | 3,379     | -        |
| Printing and postage            | 690       | -        |
| Office supplies                 | 448       | -        |
| Advertising                     | -         | 1,435    |
|                                 | 23,894    | 5,803    |
| Excess of revenue over expenses | \$ -      | \$ -     |

Deferred revenue related to MERMAC for the year ended March 31, 2013 is \$30,304 (2012 - \$54,198). See note 9 - Deferred revenue.



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 5 - Bilateral Program

Years ended March 31, 2013 and 2012

|                                     | 2013       | 2012      |
|-------------------------------------|------------|-----------|
| Provincial funding                  | \$ 100,000 | \$ 92,352 |
| Expenses:                           |            |           |
| Salaries and benefits               | 38,000     | 21,660    |
| Travel                              | 17,000     | 21,791    |
| Financial services                  | 8,729      | 3,103     |
| Telephone                           | 7,390      | 8,317     |
| Office rent                         | 6,670      | 4,267     |
| Printing and postage                | 5,540      | 14,410    |
| Advertising                         | 5,000      | 908       |
| Communications                      | 3,115      | -         |
| Meetings                            | 2,642      | 4,586     |
| Office supplies                     | 2,500      | 1,581     |
| Bank charges and interest           | 1,500      | 2,533     |
| Insurance                           | 1,500      | 2,056     |
| Legal                               | 800        | -         |
| Technical support                   | 236        | -         |
|                                     | 102,662    | 92,352    |
| Deficiency of revenue over expenses | \$ (2,662) | \$ -      |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 6 - Tripartite Self Government Program

Years ended March 31, 2013 and 2012

|                                            | 2013            | 2012              |
|--------------------------------------------|-----------------|-------------------|
| <b>Revenue:</b>                            |                 |                   |
| Provincial funding                         | \$ 282,875      | \$ 285,000        |
| Federal funding                            | 282,875         | 285,000           |
|                                            | <u>565,750</u>  | <u>570,000</u>    |
| <b>Expense:</b>                            |                 |                   |
| Salaries and benefits                      | 199,082         | 263,999           |
| <b>Professional consulting contracts:</b>  |                 |                   |
| Contractors                                | 59,108          | -                 |
| Financial services                         | 46,200          | 46,964            |
| Legal                                      | 15,000          | 13,541            |
| Audit, accounting and business services    | 12,750          | 6,000             |
|                                            | <u>133,058</u>  | <u>66,505</u>     |
| <b>Travel, meetings and printing:</b>      |                 |                   |
| Meetings                                   | 76,829          | 36,475            |
| Consulting                                 | 50,000          | 32,987            |
| Travel                                     | 9,000           | -                 |
|                                            | <u>135,829</u>  | <u>69,462</u>     |
| <b>Administration:</b>                     |                 |                   |
| Administration fee                         | 46,167          | 41,362            |
| Allocated administration                   | 28,610          | 32,986            |
|                                            | <u>74,777</u>   | <u>74,348</u>     |
| <b>Other expenses:</b>                     |                 |                   |
| Newsletter                                 | 8,500           | 10,148            |
| Repairs and services                       | 7,750           | 12,600            |
| Training and development                   | 6,642           | 10,528            |
| Constitutional and legislative workshops   | -               | 64,823            |
|                                            | <u>22,892</u>   | <u>98,099</u>     |
| <b>Amortization</b>                        | <u>496</u>      | <u>990</u>        |
|                                            | <u>566,134</u>  | <u>573,403</u>    |
| <b>Deficiency of revenue over expenses</b> | <b>\$ (384)</b> | <b>\$ (3,403)</b> |

See schedule 28 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 7 - Basic Organizational Capacity Program

Years ended March 31, 2013 and 2012

|                                     | 2013       | 2012       |
|-------------------------------------|------------|------------|
| Federal funding                     | \$ 460,000 | \$ 460,000 |
| Expenses:                           |            |            |
| Executive                           | 308,077    | 310,000    |
| Salaries                            | 75,203     | 52,185     |
| Meetings                            | 57,176     | -          |
| Benefits                            | 20,170     | 76,059     |
| Financial services                  | -          | 22,021     |
|                                     | 460,626    | 460,265    |
| Deficiency of revenue over expenses | \$ (626)   | \$ (265)   |

## Schedule 8 - Green Light Program

Years ended March 31, 2013 and 2012

|                                 | 2013       | 2012 |
|---------------------------------|------------|------|
| Provincial funding              | \$ 110,613 | \$ - |
| Expense:                        |            |      |
| Salaries and benefits           | 37,574     | -    |
| Administration                  | 29,964     | -    |
| Community consultations         | 11,377     | -    |
| Evaluation                      | 8,590      | -    |
| Communication and dissemination | 8,109      | -    |
| Training and development        | 6,457      | -    |
| Office supplies                 | 6,349      | -    |
| Travel                          | 2,193      | -    |
|                                 | 110,613    | -    |
| Excess of revenue over expenses | \$ -       | \$ - |

Deferred revenue related to Green Light Program for the year ended March 31, 2013 is \$2,449 (2012 - \$ nil).  
See note 9 - Deferred revenue.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 9 - Harvesting Program

Years ended March 31, 2013 and 2012

|                                     | 2013      | 2012       |
|-------------------------------------|-----------|------------|
| Provincial funding                  | \$ 49,500 | \$ 49,500  |
| Expenses:                           |           |            |
| Consulting                          | 46,478    | 47,633     |
| Administration                      | 3,246     | 214        |
| Allocated administration            | -         | 2,792      |
|                                     | 49,724    | 50,639     |
| Deficiency of revenue over expenses | \$ (224)  | \$ (1,139) |

## Schedule 10 - Electoral Preparedness

Years ended March 31, 2013 and 2012

|                                     | 2013        | 2012       |
|-------------------------------------|-------------|------------|
| Federal funding                     | \$ 200,675  | \$ 62,273  |
| Expenses:                           |             |            |
| Professional fees                   | 183,000     | -          |
| Administration                      | 26,175      | 8,123      |
| Travel                              | 16,000      | 6,959      |
| Communication                       | 16,000      | -          |
| Élection                            | 6,500       | -          |
| Contractors                         | -           | 36,000     |
| Meetings                            | -           | 5,000      |
| Salaries and benefits               | -           | 3,150      |
| Advertising                         | -           | 2,500      |
| Printing and postage                | -           | 2,500      |
|                                     | 247,675     | 64,232     |
| Deficiency of revenue over expenses | \$ (47,000) | \$ (1,959) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 11 - Management of Métis Harvesting Rights

Year ended March 31, 2013 and 2012

|                                 | 2013      | 2012      |
|---------------------------------|-----------|-----------|
| Federal funding                 | \$ 11,573 | \$ 32,916 |
| Expenses:                       |           |           |
| Salaries and benefits           | 9,863     | 6,120     |
| Administration                  | 1,710     | 1,053     |
| Central registry enhancement    | -         | 9,786     |
| Meetings                        | -         | 7,630     |
| Travel                          | -         | 4,280     |
| Allocated administration        | -         | 4,047     |
|                                 | 11,573    | 32,916    |
| Excess of revenue over expenses | \$ -      | \$ -      |

Deferred revenue related to Management of Métis Harvesting Rights Program for the year ended March 31, 2013 is \$13,552 (2012 - \$ nil). See note 9 - Deferred revenue.

## Schedule 12 - Education Task Force

Year ended March 31, 2013 and 2012

|                                     | 2013       | 2012 |
|-------------------------------------|------------|------|
| Provincial funding                  | \$ 116,930 | \$ - |
| Expenses:                           |            |      |
| Salaries and benefits               | 51,585     | -    |
| Meetings and workshops              | 21,729     | -    |
| Administration fee                  | 19,501     | -    |
| Office rent                         | 16,981     | -    |
| Travel                              | 5,295      | -    |
| Professional fees                   | 956        | -    |
| Office supplies                     | 847        | -    |
| Communication                       | 208        | -    |
|                                     | 117,102    | -    |
| Deficiency of revenue over expenses | \$ (172)   | \$ - |

Deferred revenue related to Education Task Force for the year ended March 31, 2013 is \$33,070 (2012 - \$ nil). See note 9 - Deferred revenue.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 13 - Arbitration Appeals

Years ended March 31, 2013 and 2012

|                                 | 2013 | 2012      |
|---------------------------------|------|-----------|
| Federal funding                 | \$ - | \$ 27,888 |
| Expenses:                       |      |           |
| Training and development        | -    | 15,250    |
| Professional fees               | -    | 6,000     |
| Allocated administration        | -    | 3,613     |
| Travel                          | -    | 3,000     |
| Administration                  | -    | 25        |
|                                 | -    | 27,888    |
| Excess of revenue over expenses | \$ - | \$ -      |

## Schedule 14 - Child Welfare Review

Years ended March 31, 2013 and 2012

|                                 | 2013 | 2012      |
|---------------------------------|------|-----------|
| Provincial funding              | \$ - | \$ 48,500 |
| Expenses:                       |      |           |
| Professional fees               | -    | 41,182    |
| Allocated administration        | -    | 7,275     |
|                                 | -    | 48,457    |
| Excess of revenue over expenses | \$ - | \$ 43     |

## Schedule 15 - Children / Youth

Year ended March 31, 2013 and 2012

|                                 | 2013 | 2012      |
|---------------------------------|------|-----------|
| Provincial funding              | \$ - | \$ 15,000 |
| Expenses:                       |      |           |
| Professional fees               | -    | 11,000    |
| Allocated administration        | -    | 3,000     |
| Travel                          | -    | 995       |
|                                 | -    | 14,995    |
| Excess of revenue over expenses | \$ - | \$ 5      |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 16 - New Boundary Commission

Year ended March 31, 2013 and 2012

|                                 | 2013 | 2012     |
|---------------------------------|------|----------|
| Federal funding                 | \$ - | \$ 3,516 |
| Expenses:                       |      |          |
| Contractors                     | -    | 2,370    |
| Reference materials             | -    | 665      |
| Allocated administration        | -    | 481      |
|                                 | -    | 3,516    |
| Excess of revenue over expenses | \$ - | \$ -     |

## Schedule 17 - MNS Transition

Years ended March 31, 2013 and 2012

|                                     | 2013       | 2012 |
|-------------------------------------|------------|------|
| Revenue:                            |            |      |
| Federal funding                     | 110,055    | -    |
| Expenses:                           |            |      |
| Travel, meeting and printing:       |            |      |
| Workshops and meetings              | 45,000     | -    |
| Facilitation and strategic planning | 21,658     | -    |
| Training and development            | 18,849     | -    |
|                                     | 85,507     | -    |
| Administration:                     |            |      |
| Allocated administration            | 14,318     | -    |
| Administration                      | 37         | -    |
|                                     | 14,355     | -    |
| Professional consulting contract    | 12,759     | -    |
|                                     | 112,621    | -    |
| Deficiency of revenue over expenses | \$ (2,566) | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 18 - Harvesting Negotiations

Year ended March 31, 2013 and 2012

|                                     | 2013       | 2012       |
|-------------------------------------|------------|------------|
| Revenue:                            |            |            |
| Provincial funding                  | \$ -       | \$ 269,300 |
| Expenses:                           |            |            |
| Office rent                         | 2,387      | 21,059     |
| Travel                              | 946        | 38,284     |
| Administration                      | 270        | 9,690      |
| Contractors                         | 255        | -          |
| Salaries and benefits               | 127        | 108,870    |
| Telephone and internet              | 73         | 9,772      |
| Consulting                          | -          | 31,893     |
| Professional fees                   | -          | 26,179     |
| Annual General Assembly             | -          | 14,141     |
| Allocated administration            | -          | 7,886      |
| Advertising                         | -          | 1,053      |
| Printing and postage                | -          | 453        |
| Training and development            | -          | 20         |
|                                     | 4,058      | 269,300    |
| Deficiency of revenue over expenses | \$ (4,058) | \$ -       |

## Schedule 19 - Environment

Years ended March 31, 2013 and 2012

|                                     | 2013 | 2012       |
|-------------------------------------|------|------------|
| Revenue:                            |      |            |
| Provincial funding                  | \$ - | \$ 95,292  |
| Expenses:                           |      |            |
| Salaries and benefits               | -    | 72,802     |
| Professional fees                   | -    | 5,675      |
| Travel                              | -    | 4,490      |
| Reference materials                 | -    | 3,691      |
| Equipment leasing                   | -    | 3,150      |
| Printing and postage                | -    | 2,472      |
| Telephone                           | -    | 2,082      |
| Office supplies                     | -    | 2,006      |
|                                     | -    | 96,368     |
| Deficiency of revenue over expenses | \$ - | \$ (1,076) |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 20 - Post Powley Component A

Year ended March 31, 2013 and 2012

|                                          | 2013     | 2012       |
|------------------------------------------|----------|------------|
| Revenue:                                 |          |            |
| Federal funding                          | 975,782  | 890,937    |
| Expenses:                                |          |            |
| Registry staff:                          |          |            |
| Salaries and benefits                    | 503,697  | 504,338    |
| Contractors                              | 67,637   | 51,904     |
|                                          | 571,334  | 556,242    |
| Professional fees:                       |          |            |
| Financial services                       | 70,224   | 39,960     |
| Professional fees                        | 29,980   | 27,066     |
| Card design and citizenship applications | 23,078   | 23,078     |
| Reference materials and vital stats      | 21,800   | 26,800     |
| Repairs and services                     | 12,081   | -          |
|                                          | 157,163  | 116,904    |
| Administration:                          |          |            |
| Administration                           | 85,165   | 89,597     |
| Allocated administration                 | 44,430   | 26,156     |
|                                          | 129,595  | 115,753    |
| Meetings and workshops:                  |          |            |
| Genealogy workshops                      | 29,000   | 32,501     |
| Mobile intake                            | 26,988   | 18,000     |
| Travel                                   | 24,000   | 19,985     |
| Training and development                 | 9,000    | 8,000      |
|                                          | 88,988   | 78,486     |
| Communications                           | 20,000   | 20,000     |
| Information technology                   | 8,918    | 5,500      |
|                                          | 975,998  | 892,885    |
| Deficiency of revenue over expenses      | \$ (216) | \$ (1,948) |

See schedule 29 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Schedule 21 - Post Powley Component C

Years ended March 31, 2013 and 2012

|                                  | 2013    | 2012 |
|----------------------------------|---------|------|
| Revenue:                         |         |      |
| Federal funding                  | 126,500 | -    |
| Expenses:                        |         |      |
| Professional consulting contract | 110,000 | -    |
| Allocated administration         | 16,198  | -    |
| Administration                   | 302     | -    |
|                                  | 126,500 | -    |
| Excess of revenue over expenses  | \$ -    | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 22 - Genealogical and Historical

Year ended March 31, 2013 and 2012

|                                                                                                             | 2013    | 2012        |
|-------------------------------------------------------------------------------------------------------------|---------|-------------|
| <b>Revenue:</b>                                                                                             |         |             |
| Federal funding including amortization of deferred contributions for equipment of \$18,321 (2012 - \$4,641) | 628,207 | 434,299     |
| <b>Expenses:</b>                                                                                            |         |             |
| Staff and wages:                                                                                            |         |             |
| Salaries and benefits                                                                                       | 294,592 | 215,582     |
| Contractors                                                                                                 | 51,300  | 11,880      |
|                                                                                                             | 345,892 | 227,462     |
| Administration                                                                                              | 62,938  | 41,283      |
| Administration                                                                                              | 19,840  | 24,900      |
| Allocated administration                                                                                    | 82,778  | 66,183      |
| Professional fees:                                                                                          |         |             |
| Professional fees                                                                                           | 74,160  | 32,816      |
| Reference materials                                                                                         | 24,017  | 36,750      |
| Advertising and memberships                                                                                 | 4,300   | -           |
| Training and development                                                                                    | 8,000   | -           |
|                                                                                                             | 110,477 | 69,566      |
| Travel and meetings:                                                                                        |         |             |
| Travel                                                                                                      | 35,000  | 28,268      |
| Provincial Métis council meetings                                                                           | 9,500   | -           |
|                                                                                                             | 44,500  | 28,268      |
| Amortization                                                                                                | 18,321  | 5,151       |
| Information technology                                                                                      | 11,792  | 25,528      |
| Equipment                                                                                                   | 2,776   | 24,859      |
| Communications                                                                                              | 11,700  | 5,050       |
|                                                                                                             | 628,236 | 452,067     |
| Deficiency of revenue over expenses                                                                         | \$ (29) | \$ (17,768) |

See schedule 30 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 23 - Legislative Review

Years ended March 31, 2013 and 2012

|                                 | 2013      | 2012 |
|---------------------------------|-----------|------|
| Revenue:                        |           |      |
| Provincial funding              | \$ 10,608 | \$ - |
| Expenses:                       |           |      |
| Professional fees               | 8,128     | -    |
| Travel                          | 2,362     | -    |
| Administration                  | 118       | -    |
|                                 | 10,608    | -    |
| Excess of revenue over expenses | \$ -      | \$ - |

Deferred revenue related to Legislative Review for the year ended March 31, 2013 is \$18,767 (2012 - \$ nil). See note 9 - Deferred revenue.

## Schedule 24 - Sport and Recreation

Years ended March 31, 2013 and 2012

|                                     | 2013       | 2012 |
|-------------------------------------|------------|------|
| Revenue:                            |            |      |
| Curling bonspiel                    | \$ 23,610  | \$ - |
| Expenses:                           |            |      |
| Sports and recreation               | 19,132     | -    |
| Professional fees                   | 13,200     | -    |
|                                     | 32,332     | -    |
| Deficiency of revenue over expenses | \$ (8,722) | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 25 - Health Director Initiative

Year ended March 31, 2013 and 2012

|                                     | 2013       | 2012       |
|-------------------------------------|------------|------------|
| Revenue:                            |            |            |
| Provincial funding                  | \$ 151,921 | \$ 190,000 |
| Expenses:                           |            |            |
| Salary and benefits                 | 132,730    | 87,427     |
| Contractors                         | 11,000     | 56,091     |
| Travel                              | 3,338      | 5,399      |
| Office rent                         | 2,023      | 8,216      |
| Administration                      | 1,051      | 20,448     |
| Professional fees                   | 955        | 3,948      |
| Amortization                        | 824        | 1,248      |
| Consulting                          | -          | 3,313      |
| Repairs and services                | -          | 2,124      |
| Meetings                            | -          | 2,005      |
| Allocated administration            | -          | 637        |
| Office supplies                     | -          | 487        |
|                                     | 151,921    | 191,343    |
| Deficiency of revenue over expenses | \$ -       | \$ (1,343) |

Deferred revenue related to the Health Director Initiative for the year ended March 31, 2013 is \$38,079 (2012 - \$ nil). See note 9 - Deferred revenue.

## Schedule 26 - Health - Suicide Prevention

Years ended March 31, 2013 and 2012

|                                     | 2013       | 2012 |
|-------------------------------------|------------|------|
| Revenue:                            |            |      |
| Provincial funding                  | \$ 148,000 | \$ - |
| Expenses:                           |            |      |
| Salary and benefits                 | 64,062     | -    |
| Meetings and workshops              | 30,000     | -    |
| Administration                      | 22,864     | -    |
| Travel                              | 12,000     | -    |
| Office rent                         | 8,361      | -    |
| Communication and dissemination     | 7,000      | -    |
| Evaluation                          | 5,000      | -    |
| Honorariums                         | 2,000      | -    |
| Professional fees                   | 2,000      | -    |
|                                     | 153,287    | -    |
| Deficiency of revenue over expenses | \$ (5,287) | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 27 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Years ended March 31, 2013 and 2012

|                                                      | Registry Engagement<br>Workplan and Implementation |            |
|------------------------------------------------------|----------------------------------------------------|------------|
|                                                      | 2013                                               | 2012       |
| Revenue (schedule 3)                                 | \$ 20,227                                          | \$ 117,771 |
| Amortization of deferred contributions for equipment | (20,227)                                           | (30,830)   |
| Revenue for funding purposes                         | \$ -                                               | \$ 86,941  |
| Expenses (schedule 3)                                | \$ 20,630                                          | \$ 118,068 |
| Amortization expense (schedule 3)                    | (20,630)                                           | (31,127)   |
| Expenditures for funding purposes                    | \$ -                                               | \$ 86,941  |

## Schedule 28 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Years ended March 31, 2013 2012

|                                                                | Tripartite Self Government Program |            |
|----------------------------------------------------------------|------------------------------------|------------|
|                                                                | 2013                               | 2012       |
| Revenue (schedule 6)                                           | \$ 565,750                         | \$ 570,000 |
| Amounts received and deferred related to purchase of equipment | 4,250                              | -          |
| Revenue for funding purposes                                   | 570,000                            | 570,000    |
| Expenses (schedule 6)                                          | 566,134                            | 573,403    |
| Capitalized equipment expenditures                             | 4,250                              | -          |
| Amortization expense (schedule 6)                              | (496)                              | -          |
| Expenditures for funding purposes                              | \$ 569,888                         | \$ 573,403 |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 29 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

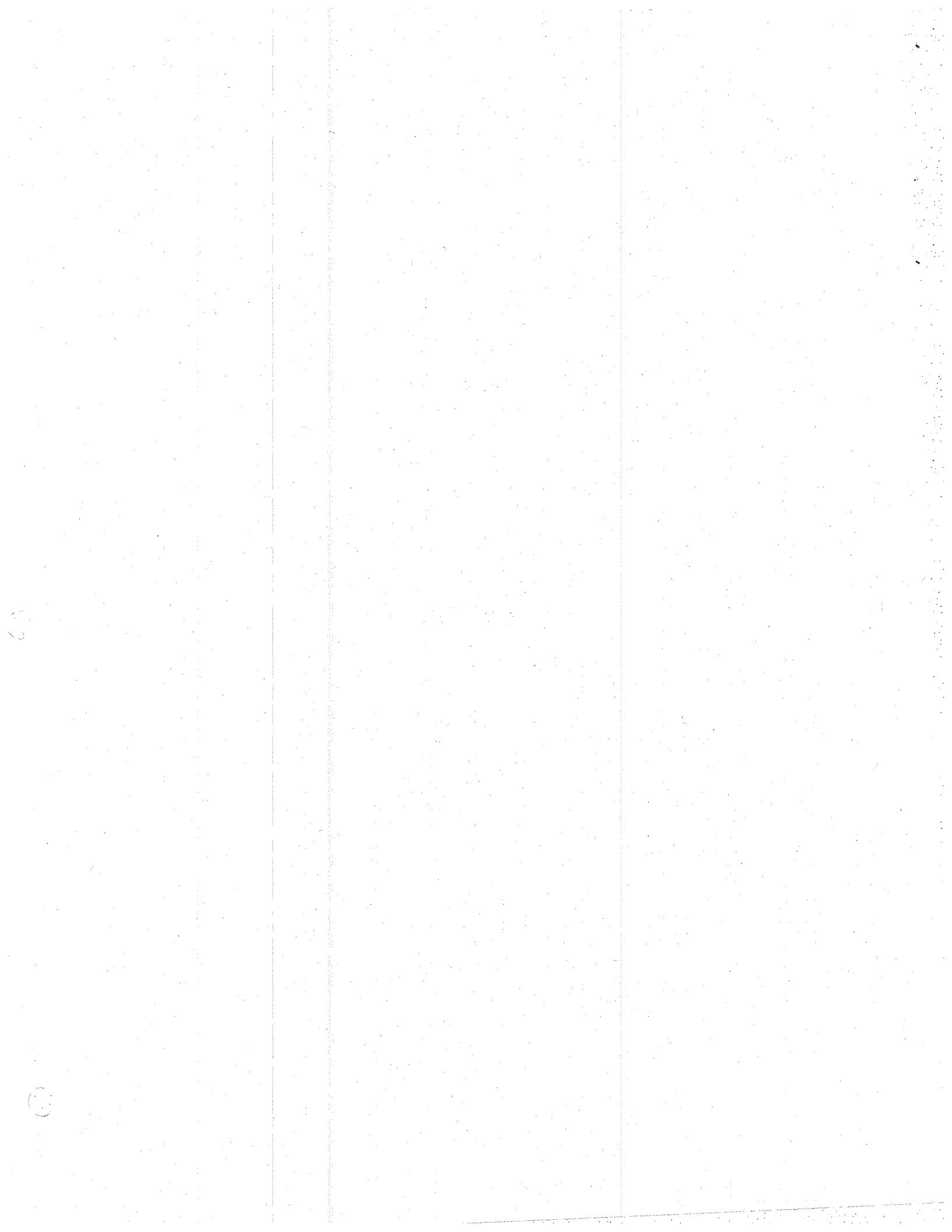
Year ended March 31, 2013 and 2012

|                                                                           |           | Post Powley Component A |          |
|---------------------------------------------------------------------------|-----------|-------------------------|----------|
|                                                                           |           | 2013                    | 2012     |
| Revenue (schedule 20)                                                     | \$        | 975,782                 | -        |
| Amounts receivable and deferred related to purchase of computer equipment |           | 19,582                  | -        |
| <b>Revenue for funding purposes</b>                                       | <b>\$</b> | <b>995,364</b>          | <b>-</b> |
| Expenses (schedule 20)                                                    | \$        | 975,998                 | -        |
| Capitalized equipment expenditures                                        |           | 19,582                  | -        |
| <b>Expenditures for funding purposes</b>                                  | <b>\$</b> | <b>995,580</b>          | <b>-</b> |

## Schedule 30 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2013 and 2012

|                                                                                       |           | Genealogical and Historical |                   |
|---------------------------------------------------------------------------------------|-----------|-----------------------------|-------------------|
|                                                                                       |           | 2013                        | 2012              |
| Revenue (schedule 22)                                                                 | \$        | 628,207                     | \$ 434,299        |
| Amortization of deferred contributions for equipment                                  |           | (18,321)                    | (4,641)           |
| Amounts received and deferred related to purchase of information technology equipment |           | 25,433                      | 68,047            |
| <b>Revenue for funding purposes</b>                                                   | <b>\$</b> | <b>635,319</b>              | <b>\$ 497,705</b> |
| Expenses (schedule 22)                                                                | \$        | 628,236                     | \$ 452,067        |
| Capitalized information technology equipment expenditures                             |           | 25,433                      | 68,047            |
| Amortization expense (schedule 22)                                                    |           | (18,321)                    | (5,151)           |
| <b>Expenditures for funding purposes</b>                                              | <b>\$</b> | <b>635,348</b>              | <b>\$ 514,963</b> |





Financial Statements of

**MÉTIS NATION - SASKATCHEWAN  
SECRETARIAT INC.**

Year ended March 31, 2014



KPMG LLP  
Chartered Accountants  
500 – 475 Second Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

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Internet www.kpmg.ca

## INDEPENDENT AUDITORS' REPORT

To the members of Métis Nation - Saskatchewan Secretariat Inc.

We have audited the accompanying financial statements of Métis Nation - Saskatchewan Secretariat Inc., which comprise the statements of financial position as at March 31, 2014 and the statements of revenues and expenses, changes in net assets, and cash flows for the year then ended and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements present fairly, in all material respects, the financial position of Métis Nation - Saskatchewan Secretariat Inc. as at March 31, 2014 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.



*Emphasis of Matter*

Without modifying our opinion, we draw attention to Note 1 in the financial statements which indicates that Métis Nation - Saskatchewan Secretariat Inc. has a negative net asset and working capital position and is dependent of the continued support of its funders. These conditions indicate the existence of material uncertainties that may cast significant doubt about Métis Nation - Saskatchewan Secretariat Inc.'s ability to continue as a going concern.

*KPMG LLP*

---

Chartered Accountants

Saskatoon, Canada

October 16, 2014

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Financial Position


March 31, 2014, with comparative information for 2013

|                                                   | 2014              | 2013                |
|---------------------------------------------------|-------------------|---------------------|
| <b>Assets</b>                                     |                   |                     |
| Current assets:                                   |                   |                     |
| Cash (note 3)                                     | \$ 427,234        | \$ 498,060          |
| Accounts receivable (note 4)                      | 351,142           | 659,572             |
|                                                   | <u>778,376</u>    | <u>1,157,632</u>    |
| Property and equipment (note 5)                   | 200,511           | 254,282             |
|                                                   | <u>\$ 978,887</u> | <u>\$ 1,411,914</u> |
| <b>Liabilities and Net Assets (Deficiency)</b>    |                   |                     |
| Current liabilities:                              |                   |                     |
| Accounts payable and accrued liabilities (note 6) | \$ 953,715        | \$ 1,250,476        |
| Due to Provincial Métis Holdco Inc. (note 7)      | 232,052           | 50,000              |
| Deferred revenue (note 8)                         | 79,881            | 136,221             |
|                                                   | <u>1,265,648</u>  | <u>1,436,697</u>    |
| Due to Provincial Métis Holdco Inc. (note 7)      | 50,000            | 100,000             |
| Deferred contributions for equipment (note 9)     | 94,598            | 146,850             |
| Net assets (deficiency)                           |                   |                     |
| Operating fund                                    | (537,272)         | (379,065)           |
| Capital fund                                      | 105,913           | 107,432             |
|                                                   | <u>(431,359)</u>  | <u>(271,633)</u>    |
|                                                   | <u>\$ 978,887</u> | <u>\$ 1,411,914</u> |

Nature of operations (note 1)  
Related party transactions (note 10)  
Contingencies (note 12)

See accompanying notes to financial statements.

On behalf of the Board:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Revenue and Expenses

Year ended March 31, 2014, with comparative information for 2013

|                                                         | 2014                | 2013                |
|---------------------------------------------------------|---------------------|---------------------|
| Revenue (schedules 2 - 29)                              |                     |                     |
| Federal funding                                         | \$ 2,749,093        | \$ 2,815,894        |
| Provincial funding                                      | 476,321             | 994,341             |
| Other                                                   | 22,658              | 32,903              |
|                                                         | <u>3,248,072</u>    | <u>3,843,138</u>    |
| Expenses - Summary schedule of expenses<br>(schedule 1) | 3,407,798           | 3,978,875           |
| Deficiency of revenue over expenses                     | <u>\$ (159,726)</u> | <u>\$ (135,737)</u> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Changes in Net Assets

Year ended March 31, 2014, with comparative information for 2013

|                                                      | 2014                | 2013                |
|------------------------------------------------------|---------------------|---------------------|
| <b>Operating Fund</b>                                |                     |                     |
| Balance, beginning of year                           | \$ (379,065)        | \$ (244,089)        |
| Deficiency of revenue over expenses                  | (159,726)           | (135,737)           |
| Transfer from capital fund for amortization          | 60,520              | 41,435              |
| Transfer to capital fund for purchase of equipment   | (6,749)             | (51,390)            |
| Deferred contributions related to equipment          | 6,749               | 49,264              |
| Amortization of deferred contributions for equipment | (59,001)            | (38,548)            |
| <b>Balance, end of year</b>                          | <b>\$ (537,272)</b> | <b>\$ (379,065)</b> |

### Capital fund

|                                                        |                   |                   |
|--------------------------------------------------------|-------------------|-------------------|
| Balance, beginning of year                             | \$ 107,432        | \$ 108,193        |
| Transfer to operating fund for amortization            | (60,520)          | (41,435)          |
| Transfer from operating fund for purchase of equipment | 6,749             | 51,390            |
| Deferred contributions related to equipment            | (6,749)           | (49,264)          |
| Amortization of deferred contributions for equipment   | 59,001            | 38,548            |
| <b>Balance, end of year</b>                            | <b>\$ 105,913</b> | <b>\$ 107,432</b> |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Statement of Cash Flows

Year ended March 31, 2014, with comparative information for 2013

|                                                                    | 2014         | 2013         |
|--------------------------------------------------------------------|--------------|--------------|
| Cash flows from (used in):                                         |              |              |
| Operations:                                                        |              |              |
| Deficiency of revenue over expenses                                | \$ (159,726) | \$ (135,737) |
| Items not involving cash:                                          |              |              |
| Amortization                                                       | 60,520       | 41,435       |
| Amortization of deferred contributions for equipment               | (59,001)     | (38,548)     |
| Change in non-cash operating working capital:                      |              |              |
| Accounts receivable                                                | 308,430      | (901)        |
| Prepaid expenses and deposits                                      | -            | 11,632       |
| Accounts payable and accrued liabilities                           | (296,761)    | 329,098      |
| Due from related parties                                           | -            | 154          |
| Due to Provincial Métis Holdco Inc.                                | 132,052      | 145,000      |
| Deferred revenue                                                   | (56,340)     | (70,977)     |
|                                                                    | (70,826)     | 281,156      |
| Financing:                                                         |              |              |
| Deferred contributions for equipment                               | 6,749        | 49,264       |
| Investing:                                                         |              |              |
| Purchase of equipment                                              | (6,749)      | (51,390)     |
| Increase (decrease) in cash                                        | (70,826)     | 279,030      |
| Cash, beginning of year                                            | 498,060      | 219,030      |
| Cash, end of year                                                  | \$ 427,234   | \$ 498,060   |
| Cash consists of bank balance less outstanding cheques as follows: |              |              |
| Bank balances                                                      | \$ 489,031   | \$ 679,178   |
| Outstanding cheques                                                | (61,797)     | (181,118)    |
|                                                                    | \$ 427,234   | \$ 498,060   |

See accompanying notes to financial statements.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements

Year ended March 31, 2014

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Métis Nation - Saskatchewan Secretariat Inc. (the "Métis Nation") is incorporated under the Métis Act of Saskatchewan. The Métis Nation's purpose is to undertake activities that strive to recognize the political, legal and constitutional rights of the Métis people in Saskatchewan.

## 1. Nature of operations:

These financial statements have been prepared on a going concern basis, which presumes that the Métis Nation will continue in operation for a reasonable period of time and will be able to realize its assets and discharge its liabilities in the normal course of operations.

The Métis Nation has experienced a deficiency of revenue over expenses of \$159,725 (2013 - \$135,737), an accumulated net asset deficiency of \$431,358 (2013 - \$271,633) and has a working capital deficiency of \$487,271 (2013 - \$279,065).

Provincial Métis Holdco Inc. (notes 7 and 12) paid expenses of the Métis Nation - Saskatchewan Secretariat Inc. The Provincial Métis Holdco Inc. has been paying certain expenses of the Métis Nation due to an ongoing dispute between members of Métis Nation with respect to governance matters, circumstances surrounding past elections and appropriateness of certain expenditures. Provincial Métis Holdco Inc. expects to be repaid by Métis Nation for amounts advanced to and expenses paid on behalf of Métis Nation. However there is uncertainty with respect to the ultimate timing and repayment of these amounts. The Provincial Métis Holdco Inc. also rents space to Métis Nation and the ongoing dispute at Métis Nation may have an impact of the ability of Métis Nation to continue to pay rent to Provincial Métis Holdco Inc.

The Métis Nation's continuation as a going concern is dependent upon its ability to attain profitable operations and obtain sufficient cash from external funding to meet its liabilities and commitments as they become due. The outcome of these matters cannot be determined at this time.

These financial statements do not include any adjustments in the carrying values of assets and liabilities, the reported deficiency of revenue over expenditures and the statement of financial position classifications that would be necessary if the going concern assumptions were not appropriate, should the Métis Nation not be able to continue its normal course of business.



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

---

## 2. Significant accounting policies:

### (a) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Significant items subject to such estimates and assumptions include estimated useful life of property and equipment, the collectability of accounts receivable, the estimates of deferred revenue and contingency. Actual results could differ from these estimates.

### (b) Cash:

Cash consists of balances with financial institutions which have an initial term to maturity of three months or less.

### (c) Property and equipment:

Property and equipment are stated at cost. Amortization is computed based upon the estimated useful lives of the equipment. In the year of acquisition, one-half of the normal rate of amortization is used. No amortization on equipment is taken in the year of disposal.

Amortization is provided using the following method and annual rates.

| Asset     | Method            | Rate |
|-----------|-------------------|------|
| Equipment | Declining Balance | 20%  |
| Furniture | Declining Balance | 35%  |
| Computers | Declining Balance | 50%  |

Contributions for equipment purchases are deferred and amortized on the same basis as the assets to which they relate. Amortization of deferred contributions for equipment is included in revenue from federal funding sources.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

---

## 2. Significant accounting policies (continued):

### (d) Revenue recognition:

The Métis Nation follows the deferral method of accounting for contributions. Externally restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Amounts receivable related to program funding are subject to approval by funding agencies and may change.

### (e) Accounts payable and accrued liabilities:

Accounts payable and accrued liabilities are recorded as incurred and when the Métis Nation has a constructive obligation to incur expenditures pursuant to the terms of funding agreements.

### (f) Deferred revenue:

Deferred revenue relates to funds received in advance which relate to the next fiscal year.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

---

## 2. Significant accounting policies (continued):

### (g) Accounting for program activities:

The statement of financial position and the statements of revenue and expenses, changes in net assets and cash flows are all prepared on a combined basis. Revenue and expenses related to administration activities and program delivery are reported as follows:

- Administration
- Registry Engagement Workplan and Implementation
- Métis Environment and Resource Management Advisory Committee (MERMAC)
- Bilateral Program
- Tripartite Self Government Program
- Basic Organization Capacity Program
- Green Light Program
- Harvesting Program
- Electoral Preparedness
- Management of Métis Harvesting Rights
- Education Task Force
- Cultural Connections for Aboriginal Youth
- Powley Consultation - Muskowekwan Potash Mining Project
- On the Hunt
- Energy East
- MNS Transition
- Harvesting Negotiations
- Post Powley Component A
- Post Powley Component C
- Genealogical and Historical
- Legislative Review
- Sport and Recreation
- Health Director Initiative
- Health - Suicide Prevention

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

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## 2. Significant accounting policies (continued):

### (h) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Métis Nation has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Métis Nation determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Métis Nation expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

## 3. Cash:

Cash consists of amounts on deposit with financial institutions less outstanding cheques issued. The Métis Nation has available a line of credit to the maximum amount of \$300,000 with interest on any outstanding balances at Royal Bank prime plus 1.5%. The Métis Nation also has available a \$20,000 line of credit secured by a Guaranteed Investment Certificate held by Provincial Métis Holdco Inc., a related party. As at March 31, 2014 and March 31, 2013 no amounts were drawn under these credit facilities.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

## 4. Accounts receivable:

|                           | 2014 |         | 2013 |         |
|---------------------------|------|---------|------|---------|
| Program funding and other | \$   | 312,675 | \$   | 625,772 |
| GST recoverable           |      | 38,467  |      | 33,777  |
|                           | \$   | 351,142 | \$   | 659,549 |

Accounts receivable for program funding include amounts related to prior years and current year holdbacks. These amounts are subject to final approval by funding agencies and amounts may change.

## 5. Property and equipment:

|           | 2014       |                          | 2013           |                |
|-----------|------------|--------------------------|----------------|----------------|
|           | Cost       | Accumulated amortization | Net book value | Net book value |
| Land      | \$ 99,405  | \$ -                     | \$ 99,405      | \$ 99,405      |
| Equipment | 72,988     | 64,987                   | 8,001          | 12,310         |
| Furniture | 209,718    | 168,562                  | 41,156         | 45,539         |
| Computers | 207,307    | 155,358                  | 51,949         | 97,028         |
|           | \$ 589,418 | \$ 388,907               | \$ 200,511     | \$ 254,282     |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

## 6. Accounts payable and accrued liabilities:

The Métis Nation is committed to incur expenses for various programs in future periods utilizing unspent funding. These commitments have been accrued in the current period.

|                     | 2014              | 2013                |
|---------------------|-------------------|---------------------|
| Accounts payable    | \$ 522,090        | \$ 466,462          |
| Accrued liabilities | 431,625           | 784,013             |
|                     | <u>\$ 953,715</u> | <u>\$ 1,250,475</u> |

As at March 31, 2014, the Métis Nation has committed to incur expenses for various programs subsequent to year end in order to fully utilize the current year funding. Commitments totaling \$331,243 (2013 - \$746,510) have been accrued for and are reflected in the statement of revenue and expenses and corresponding schedules.

## 7. Due to Provincial Métis Holdco Inc.:

Amounts due to Provincial Métis Holdco Inc. totalling \$282,052 (March 31, 2013 - \$150,000) consist of:

(i) \$150,000 advance made in the fiscal period ended March 31, 2013 for the purpose of assisting with the Métis Nation elections. This advance is secured by non-interest bearing demand promissory note to be paid in annual payments of \$50,000 over the next three years.

(ii) Powley Component C (Strategic Management) program expenses and outstanding payables totalling \$132,052 paid by Provincial Métis Holdco Inc. on behalf of Métis Nation.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

## 8. Deferred revenue:

Deferred revenue is comprised of the following:

|                                                     | 2014             | 2013              |
|-----------------------------------------------------|------------------|-------------------|
| Legislative Review (schedule 22)                    | \$ 30,806        | \$ 18,767         |
| On the Hunt (schedule 15)                           | 22,048           | -                 |
| Management of Métis Harvesting Rights (schedule 11) | 17,140           | 13,552            |
| Energy East (schedule 16)                           | 8,852            | -                 |
| Harvesting Programme (schedule 9)                   | 1,035            | -                 |
| Health Director Initiative (schedule 24)            | -                | 38,079            |
| Education Task Force (schedule 12)                  | -                | 33,070            |
| MERMAC (schedule 4)                                 | -                | 30,304            |
| Green Light Program (schedule 8)                    | -                | 2,449             |
|                                                     | <b>\$ 79,881</b> | <b>\$ 136,221</b> |

## 9. Deferred contributions for equipment:

|           | 2014              |                             | 2013              |                   |
|-----------|-------------------|-----------------------------|-------------------|-------------------|
|           | Cost              | Accumulated<br>amortization | Net book<br>value | Net book<br>value |
| Equipment | \$ 105,964        | \$ 67,712                   | \$ 38,252         | \$ 41,910         |
| Furniture | 68,664            | 61,076                      | 7,588             | 11,673            |
| Computers | 182,447           | 133,689                     | 48,758            | 93,267            |
|           | <b>\$ 357,075</b> | <b>\$ 262,477</b>           | <b>\$ 94,598</b>  | <b>\$ 146,850</b> |

## 10. Related party transactions:

During the year the Métis Nation incurred rent expense of \$253,996 (March 31, 2013 - \$210,023) to Provincial Métis Holdco Inc., an organization with which it is related through common board members. This rent represents amounts agreed between the related parties. Amounts due to Provincial Métis Holdco in the amount of \$282,052 (March 31, 2013 - \$150,000). This consists of: (i) non-interest bearing demand promissory note of \$150,000 to be paid in annual payments of \$50,000 commencing July 1, 2013 and; (ii) expenses paid on behalf of Métis Nation totalling \$132,052 (note 8).

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

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## 11. Financial instruments and risk management:

The Métis Nation, through its financial assets and liabilities, has exposure to the following risks from its use of financial instruments:

### Credit risk

The Métis Nation's principal financial asset is accounts receivable, which is subject to credit risk. The carrying amount of this financial asset on the statement of financial position represent the Métis Nation's maximum credit exposure at March 31, 2014. The amounts disclosed in the statement of financial position are net of allowance for doubtful accounts, estimated by management of the Métis Nation based on previous experience and its assessment of the current economic environment.

### Interest rate risk

Interest-bearing bank indebtedness which may arise has limited exposure to interest rate risk due to its short-term maturity.

### Liquidity risk

The Métis Nation's objective is to have sufficient liquidity to meet its liabilities when due. The Métis Nation monitors its cash balances and cash flows generated from operations to meet its requirements. As of March 31, 2014, the most significant financial liabilities are: accounts payable and accrued liabilities and due to related parties.

### Fair values

The fair values of cash, accounts receivable and accounts payable and accrued liabilities approximate their carrying value due to their short-term period to maturity. The fair value of amounts due (to) from BTB Festival Days Inc. and due (to) from Provincial Métis Holdco Inc., both related parties, are not determinable due to the non-arm's length of the relationships between the parties.

## 12. Contingencies:

A claim was filed in 2011 by a former employee against the Métis Nation alleging wrongful dismissal. A statement of defence was filed in 2012. The Métis Nation has made an accrual to reflect the estimated maximum exposure to this claim.

During the year, the Métis Nation, as a result of applications made by members of the Provincial Métis Council, received a judicial ruling nullifying the results of a special meeting held on June 29, 2013 and the results of the Métis Nation Legislative Assembly meeting held on September 7 and 8, 2013. As a result, certain expenditures related to meetings, elections and other matters remain unpaid (notes 1 and 7) until resolution of these matters.



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

Notes to Financial Statements (continued)

Year ended March 31, 2014

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## 13. Comparative figures:

Certain comparative figures have been reclassified to conform with the financial statement presentation adopted in the current year.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 1 - Summary Schedule of Expenses

Year ended March 31, 2014, with comparative information for 2013

|                                         | 2014         | 2013         |
|-----------------------------------------|--------------|--------------|
| Salaries and benefits                   | \$ 1,623,753 | \$ 1,815,699 |
| Consulting and honoraria                | 337,736      | 185,213      |
| Administration                          | 332,305      | 299,685      |
| Professional fees                       | 190,792      | 252,807      |
| Audit and legal fees                    | 171,292      | 87,400       |
| Travel and food                         | 137,671      | 155,218      |
| Financial services                      | 82,036       | 162,113      |
| Contractors                             | 68,145       | 83,218       |
| Métis Nation Legislative Assembly       | 65,156       | 87,338       |
| Amortization                            | 60,521       | 41,435       |
| Meetings and other direct costs         | 59,572       | 234,255      |
| Communication                           | 53,935       | 57,779       |
| Technical support                       | 49,806       | 28,694       |
| Advertising                             | 37,626       | 41,000       |
| Printing and postage                    | 32,540       | 28,269       |
| Reference materials                     | 26,649       | 45,817       |
| Annual general assembly                 | 25,520       | 32,838       |
| Training and development                | 16,984       | 48,949       |
| Office rent (net of direct allocations) | 11,431       | 46,002       |
| Office supplies                         | 9,255        | 10,145       |
| Equipment leasing                       | 4,685        | 531          |
| Bank charges and interest               | 4,560        | 2,116        |
| Repairs and services                    | 4,305        | 2,243        |
| Telephone and internet                  | 1,523        | 10,841       |
| Election                                | -            | 177,647      |
| Strategic planning                      | -            | 21,658       |
| Sports and recreation                   | -            | 19,132       |
| Funding repayments                      | -            | 10,833       |
| Insurance                               | -            | 1,500        |
| Recovery of holdbacks receivable        | -            | (11,500)     |
|                                         | \$ 3,407,798 | \$ 3,978,875 |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 2 - Administration

Year ended March 31, 2014, with comparative information for 2013

|                                                                     | 2014         | 2013         |
|---------------------------------------------------------------------|--------------|--------------|
| Revenue - other                                                     | \$ 21,510    | \$ 9,293     |
| Administration expenses:                                            |              |              |
| Bank charges and interest                                           | 4,560        | 616          |
| Communications                                                      | 1,196        | 218          |
| Amortization                                                        | 760          | 1,164        |
| Printing and postage                                                | 151          | -            |
| Administration                                                      | 50           | 94           |
| Election                                                            | -            | 171,146      |
| Funding repayments                                                  | -            | 10,833       |
| Office rent                                                         | -            | 9,580        |
| Financial services                                                  | -            | -            |
| Goods and services tax (recovery)                                   | -            | -            |
| Insurance                                                           | -            | -            |
|                                                                     | 6,717        | 193,651      |
| Professional services:                                              |              |              |
| Legal and professional fees                                         | 129,346      | 4,718        |
|                                                                     | 129,346      | 4,718        |
| Salaries and contracted services:                                   |              |              |
| Other                                                               | 4,500        | -            |
|                                                                     | 4,500        | -            |
| Travel:                                                             |              |              |
| Other                                                               | -            | 2,790        |
| Executive                                                           | -            | 6,418        |
|                                                                     | -            | (2,292)      |
| Métis Nation Legislative Assembly expenses                          | 39,636       | -            |
| Recovery of holdbacks receivable                                    | -            | (11,500)     |
| Total expenses                                                      | 180,199      | 196,077      |
| Deficiency of revenue over expenses before allocated administration | \$ (158,689) | \$ (186,784) |
| Allocated administration                                            | -            | 123,396      |
| Excess (deficiency) of revenue over expenses                        | (158,689)    | (63,388)     |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 3 - Registry Engagement Workplan and Implementation

Year ended March 31, 2014, with comparative information for 2013

|                                                                                                              | 2014      | 2013      |
|--------------------------------------------------------------------------------------------------------------|-----------|-----------|
| Federal funding including amortization of deferred contributions for equipment of \$23,536 (2013 - \$20,227) | \$ 23,536 | \$ 20,227 |
| Amortization                                                                                                 | 23,737    | 20,630    |
| Deficiency of revenue over expenses                                                                          | \$ (201)  | \$ (403)  |

See schedule 26 - Supplemental Schedule of Revenues and Expenditures for Funding Purposes

## Schedule 4 - MERMAC

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014      | 2013      |
|---------------------------------|-----------|-----------|
| Provincial funding              | \$ 41,305 | \$ 23,894 |
| Expense:                        |           |           |
| Contractors                     | 24,515    | 8,260     |
| Travel                          | 10,862    | 5,431     |
| Office supplies                 | 1,948     | 448       |
| Printing and postage            | 1,719     | 690       |
| Telephone                       | 1,523     | 3,379     |
| Equipment rental                | 738       | -         |
| Consulting                      | -         | 5,686     |
| Advertising                     | -         | -         |
|                                 | 41,305    | 23,894    |
| Excess of revenue over expenses | \$ -      | \$ -      |

Deferred revenue related to MERMAC for the year ended March 31, 2014 is \$nil (2013 - \$30,304).  
See note 8 - Deferred revenue.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 5 - Bilateral Program

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013       |
|-------------------------------------|------|------------|
| Provincial funding                  | \$ - | \$ 100,000 |
| Expenses:                           |      |            |
| Salaries and benefits               | -    | 38,000     |
| Travel                              | -    | 17,000     |
| Financial services                  | -    | 8,729      |
| Telephone                           | -    | 7,390      |
| Office rent                         | -    | 6,670      |
| Printing and postage                | -    | 5,540      |
| Advertising                         | -    | 5,000      |
| Communications                      | -    | 3,115      |
| Meetings                            | -    | 2,642      |
| Office supplies                     | -    | 2,500      |
| Bank charges and interest           | -    | 1,500      |
| Insurance                           | -    | 1,500      |
| Legal                               | -    | 800        |
| Technical support                   | -    | 236        |
|                                     | -    | 102,662    |
| Deficiency of revenue over expenses | \$ - | \$ (2,662) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 6 - Tripartite Self Government Program

Year ended March 31, 2014, with comparative information for 2013

|                                         | 2014 | 2013       |
|-----------------------------------------|------|------------|
| Revenue:                                |      |            |
| Provincial funding                      | \$ - | \$ 282,875 |
| Federal funding                         | -    | 282,875    |
|                                         | -    | 565,750    |
| Expenses:                               |      |            |
| Salaries and benefits                   | -    | 199,082    |
| Professional consulting contracts:      |      |            |
| Contractors                             | -    | 59,108     |
| Financial services                      | -    | 46,200     |
| Legal                                   | -    | 15,000     |
| Audit, accounting and business services | -    | 12,750     |
|                                         | -    | 133,058    |
| Travel, meetings and printing:          |      |            |
| Meetings                                | -    | 76,829     |
| Consulting                              | -    | 50,000     |
| Travel                                  | -    | 9,000      |
|                                         | -    | 135,829    |
| Administration:                         |      |            |
| Administration fee                      | -    | 41,791     |
| Allocated administration                | -    | 32,986     |
|                                         | -    | 74,777     |
| Other expenses:                         |      |            |
| Newsletter                              | -    | 8,500      |
| Repairs and services                    | -    | 7,750      |
| Training and development                | -    | 6,643      |
|                                         | -    | 22,893     |
| Amortization                            | -    | 495        |
|                                         | -    | 566,134    |
| Deficiency of revenue over expenses     | \$ - | \$ (384)   |

See schedule 27 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 7 - Basic Organizational Capacity Program

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014       | 2013       |
|-------------------------------------|------------|------------|
| Federal funding                     | \$ 460,000 | \$ 460,000 |
| Expenses:                           |            |            |
| Executive                           | 310,000    | 308,077    |
| Salaries                            | 65,360     | 75,203     |
| Meetings                            | 61,680     | 57,176     |
| Benefits                            | 22,960     | 20,170     |
|                                     | 460,000    | 460,626    |
| Deficiency of revenue over expenses | \$ -       | \$ (626)   |

## Schedule 8 - Green Light Program

Year ended March 31, 2014, with comparative information for and 2013

|                                 | 2014      | 2013       |
|---------------------------------|-----------|------------|
| Provincial funding              | \$ 57,989 | \$ 110,613 |
| Expense:                        |           |            |
| Salaries and benefits           | 21,968    | 37,574     |
| Community consultations         | 10,672    | 11,377     |
| Evaluation                      | 5,795     | 8,590      |
| Office supplies                 | 5,599     | 6,349      |
| Communication and dissemination | 4,611     | 8,109      |
| Training and development        | 3,555     | 6,457      |
| Travel                          | 2,978     | 2,193      |
| Administration                  | 2,811     | 29,964     |
|                                 | 57,989    | 110,613    |
| Excess of revenue over expenses | \$ -      | \$ -       |

Deferred revenue related to the Green Light Programme for the year ended March 31, 2014 is \$nil (2013 - \$2,449). See note 8 - Deferred revenue.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 9 - Harvesting Program

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014      | 2013      |
|-------------------------------------|-----------|-----------|
| Provincial funding                  | \$ 48,465 | \$ 49,500 |
| Expenses:                           |           |           |
| Consulting                          | 45,465    | 46,478    |
| Administration                      | 3,000     | 454       |
| Allocated administration            | -         | 2,792     |
|                                     | 48,465    | 49,724    |
| Deficiency of revenue over expenses | \$ -      | \$ (224)  |

Deferred revenue related to the Harvesting Program for the year ended March 31, 2014 is \$1,035 (2013 - \$nil). See note 8 - Deferred revenue.

## Schedule 10 - Electoral Preparedness

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013        |
|-------------------------------------|------|-------------|
| Federal funding                     | \$ - | \$ 200,675  |
| Expenses:                           |      |             |
| Professional fees                   | -    | 183,000     |
| Administration                      | -    | 26,175      |
| Travel                              | -    | 16,000      |
| Communication                       | -    | 16,000      |
| Election                            | -    | 6,500       |
|                                     | -    | 247,675     |
| Deficiency of revenue over expenses | \$ - | \$ (47,000) |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 11 - Management of Métis Harvesting Rights

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014      | 2013      |
|---------------------------------|-----------|-----------|
| Federal funding                 | \$ 29,912 | \$ 11,573 |
| Expenses:                       |           |           |
| Salaries and benefits           | 18,062    | 9,863     |
| Meetings                        | 4,450     | -         |
| Administration                  | 4,000     | 1,710     |
| Travel                          | 3,400     | -         |
|                                 | 29,912    | 11,573    |
| Excess of revenue over expenses | \$ -      | \$ -      |

Deferred revenue related to Management of Métis Harvesting Rights Program for the year ended March 31, 2014 is \$17,140 (2013 - \$13,552). See note 8 - Deferred revenue.

## Schedule 12 - Education Task Force

Year ended March 31, 2014, with comparative information for 2013

|                                              | 2014      | 2013       |
|----------------------------------------------|-----------|------------|
| Provincial funding                           | \$ 83,071 | \$ 116,930 |
| Expenses:                                    |           |            |
| Salaries and benefits                        | 35,285    | 51,585     |
| Professional fees                            | 16,161    | 956        |
| Meetings and workshops                       | 10,186    | 21,729     |
| Administration fee                           | 7,245     | 19,501     |
| Communication                                | 6,284     | 208        |
| Travel                                       | 6,030     | 5,295      |
| Office supplies                              | 1,708     | 847        |
| Office rent                                  | -         | 16,981     |
|                                              | 82,899    | 117,102    |
| Excess (deficiency) of revenue over expenses | \$ 172    | \$ (172)   |

Deferred revenue related to Education Task Force for the year ended March 31, 2014 is \$nil (2013 - \$33,070). See note 8 - Deferred revenue.

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 13 - Cultural Connections for Aboriginal Youth

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014       | 2013 |
|---------------------------------|------------|------|
| Federal funding                 | \$ 124,794 | \$ - |
| Expenses:                       |            |      |
| Professional fees               | 44,500     | -    |
| Communications                  | 28,100     | -    |
| Administration                  | 10,610     | -    |
| Travel                          | 9,703      | -    |
| Other direct costs              | 9,400      | -    |
| Honoraria                       | 7,800      | -    |
| Salaries and benefits           | 7,481      | -    |
| Food                            | 7,200      | -    |
|                                 | 124,794    | -    |
| Excess of revenue over expenses | \$ -       | \$ - |

## Schedule 14 - Powley Consultation - Muskowekwan Potash Mining Project

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014     | 2013 |
|---------------------------------|----------|------|
| Federal funding                 | \$ 7,455 | \$ - |
| Expenses:                       |          |      |
| Professional fees               | 5,000    | -    |
| Travel                          | 2,155    | -    |
| Meetings                        | 300      | -    |
|                                 | 7,455    | -    |
| Excess of revenue over expenses | \$ -     | \$ - |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 15 - On the Hunt

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014     | 2013 |
|---------------------------------|----------|------|
| Provincial funding              | \$ 1,952 | \$ - |
| Expenses:                       |          |      |
| Professional fees               | 976      | -    |
| Travel                          | 976      | -    |
|                                 | 1,952    | -    |
| Excess of revenue over expenses | \$ -     | \$ - |

Deferred revenue related to the On the Hunt Program for the year ended March 31, 2014 is \$22,048 (2013 - \$nil). See note 8 - Deferred revenue

## Schedule 16 - Energy East

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014     | 2013 |
|---------------------------------|----------|------|
| Revenue - other                 | \$ 1,148 | \$ - |
| Expenses:                       |          |      |
| Travel                          | 978      | -    |
| Administration                  | 170      | -    |
|                                 | 1,148    | -    |
| Excess of revenue over expenses | \$ -     | \$ - |

Deferred revenue related to the Energy East Program for the year ended March 31, 2014 is \$8,852 (2013 - \$ nil). See note 8 - Deferred revenue

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 17 - MNS Transition

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013       |
|-------------------------------------|------|------------|
| Revenue:                            |      |            |
| Federal funding                     | -    | 110,055    |
| Expenses:                           |      |            |
| Travel, meeting and printing:       |      |            |
| Workshops and meetings              | -    | 45,000     |
| Facilitation and strategic planning | -    | 21,658     |
| Training and development            | -    | 18,849     |
|                                     | -    | 85,507     |
| Administration:                     |      |            |
| Allocated administration            | -    | 14,318     |
| Administration                      | -    | 37         |
|                                     | -    | 14,355     |
| Professional consulting contract    | -    | 12,759     |
|                                     | -    | 112,621    |
| Deficiency of revenue over expenses | \$ - | \$ (2,566) |

## Schedule 18 - Harvesting Negotiations

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013       |
|-------------------------------------|------|------------|
| Revenue:                            |      |            |
| Expenses:                           |      |            |
| Office rent                         | -    | 2,387      |
| Travel                              | -    | 946        |
| Administration                      | -    | 270        |
| Contractors                         | -    | 255        |
| Salaries and benefits               | -    | 127        |
| Telephone and internet              | -    | 73         |
|                                     | -    | 4,058      |
| Deficiency of revenue over expenses | \$ - | \$ (4,058) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 19 - Post Powley Component A

Year ended March 31, 2014, with comparative information for 2013

|                                          | 2014     | 2013     |
|------------------------------------------|----------|----------|
| Revenue:                                 |          |          |
| Federal funding                          | 994,895  | 975,782  |
| Expenses:                                |          |          |
| Registry staff:                          |          |          |
| Salaries and benefits                    | 626,121  | 503,697  |
| Contractors                              | -        | 67,637   |
|                                          | 626,121  | 571,334  |
| Professional fees:                       |          |          |
| Financial services                       | 39,960   | 70,224   |
| Card design and citizenship applications | 28,715   | 23,078   |
| Professional fees                        | 22,585   | 29,980   |
| Reference materials and vital stats      | 19,035   | 21,800   |
| Repairs and services                     | 12,209   | 12,081   |
|                                          | 122,504  | 157,163  |
| Administration:                          |          |          |
| Administration                           | 129,776  | 85,165   |
| Allocated administration                 | -        | 44,430   |
|                                          | 129,776  | 129,595  |
| Meetings and workshops:                  |          |          |
| Genealogy workshops                      | 27,000   | 29,000   |
| Travel                                   | 19,000   | 24,000   |
| Mobile intake                            | 18,000   | 26,988   |
| Training and development                 | 6,000    | 9,000    |
|                                          | 70,000   | 88,988   |
| Communications                           | 18,088   | 20,000   |
| Information technology                   | 28,587   | 8,918    |
|                                          | 995,076  | 975,998  |
| Deficiency of revenue over expenses      | \$ (181) | \$ (216) |

See schedule 28 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 20 - Post Powley Component C

Year ended March 31, 2014, with comparative information for 2013

|                                  | 2014    | 2013    |
|----------------------------------|---------|---------|
| Revenue:                         |         |         |
| Federal funding                  | 368,000 | 126,500 |
| Expenses:                        |         |         |
| Professional consulting contract | 320,000 | 110,000 |
| Administration                   | 48,000  | 302     |
| Allocated administration         | -       | 16,198  |
|                                  | 368,000 | 126,500 |
| Excess of revenue over expenses  | \$ -    | \$ -    |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 21 - Genealogical and Historical

Year ended March 31, 2014, with comparative information for 2013

|                                                                                                              | 2014           | 2013           |
|--------------------------------------------------------------------------------------------------------------|----------------|----------------|
| Revenue:                                                                                                     |                |                |
| Federal funding including amortization of deferred contributions for equipment of \$35,465 (2013 - \$18,321) | 740,502        | 628,207        |
| Expenses:                                                                                                    |                |                |
| Staff and wages:                                                                                             |                |                |
| Salaries and benefits                                                                                        | 440,867        | 294,592        |
| Contractors                                                                                                  | -              | 51,300         |
|                                                                                                              | <u>440,867</u> | <u>345,892</u> |
| Administration:                                                                                              |                |                |
| Administration                                                                                               | 92,846         | 62,938         |
| Allocated administration                                                                                     | -              | 19,840         |
|                                                                                                              | <u>92,846</u>  | <u>82,778</u>  |
| Professional fees:                                                                                           |                |                |
| Professional fees                                                                                            | 74,996         | 74,160         |
| Reference materials                                                                                          | 7,613          | 24,017         |
| Training and development                                                                                     | 7,428          | 8,000          |
| Advertising and memberships                                                                                  | 3,938          | 4,300          |
|                                                                                                              | <u>93,975</u>  | <u>110,477</u> |
| Travel and meetings:                                                                                         |                |                |
| Travel                                                                                                       | 25,000         | 35,000         |
| Provincial Métis council meetings                                                                            | 7,500          | 9,500          |
|                                                                                                              | <u>32,500</u>  | <u>44,500</u>  |
| Amortization                                                                                                 | 35,465         | 18,321         |
| Information technology                                                                                       | 21,219         | 11,792         |
| Equipment                                                                                                    | 8,251          | 2,776          |
| Communications                                                                                               | 15,600         | 11,700         |
|                                                                                                              | <u>740,723</u> | <u>628,236</u> |
| Deficiency of revenue over expenses                                                                          | \$ (221)       | \$ (29)        |

See schedule 29 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 22 - Legislative Review

Year ended March 31, 2014, with comparative information for 2013

|                                 | 2014       | 2013      |
|---------------------------------|------------|-----------|
| Revenue:                        |            |           |
| Provincial funding              | \$ 105,459 | \$ 10,608 |
| Expenses:                       |            |           |
| Professional fees               | 85,779     | 8,128     |
| Travel                          | 10,869     | 2,362     |
| Administration                  | 8,811      | 118       |
|                                 | 105,459    | 10,608    |
| Excess of revenue over expenses | \$ -       | \$ -      |

Deferred revenue related to Legislative Review for the year ended March 31, 2014 is \$30,806 (2013 - \$18,767). See note 8 - Deferred revenue.

## Schedule 23 - Sport and Recreation

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013       |
|-------------------------------------|------|------------|
| Revenue:                            |      |            |
| Curling bonspiel                    | \$ - | \$ 23,610  |
| Expenses:                           |      |            |
| Sports and recreation               | -    | 19,132     |
| Professional fees                   | -    | 13,200     |
|                                     | -    | 32,332     |
| Deficiency of revenue over expenses | \$ - | \$ (8,722) |



# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 24 - Health Director Initiative

Year ended March 31, 2014, with comparative information for 2013

|                     | Health<br>2012/2013<br>extension | Health<br>2013/2014 | Total      | 2013       |
|---------------------|----------------------------------|---------------------|------------|------------|
| <b>Revenue:</b>     |                                  |                     |            |            |
| Provincial funding  | \$ 38,079                        | \$ 100,000          | \$ 138,079 | \$ 151,921 |
| <b>Expenses:</b>    |                                  |                     |            |            |
| Salary and benefits | 12,081                           | 59,066              | 71,147     | 132,730    |
| Administration      | 10,976                           | 14,011              | 24,987     | 1,051      |
| Office rent         | 4,680                            | 6,750               | 11,430     | 2,023      |
| Travel              | 401                              | 9,479               | 9,880      | 3,338      |
| Contractors         | 9,000                            | -                   | 9,000      | 11,000     |
| Communications      | 1,000                            | 6,950               | 7,950      | -          |
| Printing            | -                                | 1,955               | 1,955      | -          |
| Professional fees   | -                                | 1,772               | 1,772      | 955        |
| Amortization        | -                                | 559                 | 559        | 824        |
|                     | 38,138                           | 100,542             | 138,680    | 151,921    |

|                                     |         |          |          |      |
|-------------------------------------|---------|----------|----------|------|
| Deficiency of revenue over expenses | \$ (59) | \$ (542) | \$ (601) | \$ - |
|-------------------------------------|---------|----------|----------|------|

Deferred revenue related to the Health Director Initiative for the year ended March 31, 2014 is \$nil (2013 - \$38,079).

## Schedule 25 - Health - Suicide Prevention

Year ended March 31, 2014, with comparative information for 2013

|                                     | 2014 | 2013       |
|-------------------------------------|------|------------|
| <b>Revenue:</b>                     |      |            |
| Provincial funding                  | \$ - | \$ 148,000 |
| <b>Expenses:</b>                    |      |            |
| Communication and dissemination     | -    | 7,000      |
| Travel                              | -    | 12,000     |
| Professional fees                   | -    | 2,000      |
| Salary and benefits                 | -    | 64,062     |
| Administration                      | -    | 22,864     |
| Meetings and workshops              | -    | 30,000     |
| Office rent                         | -    | 8,361      |
| Evaluation                          | -    | 5,000      |
| Honorariums                         | -    | 2,000      |
|                                     | -    | 153,287    |
| Deficiency of revenue over expenses | \$ - | \$ (5,287) |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 26 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2014, with comparative information for 2013

|                                                      | Registry Engagement<br>Workplan and Implementation |             |
|------------------------------------------------------|----------------------------------------------------|-------------|
|                                                      | 2014                                               | 2013        |
| Revenue (schedule 3)                                 | \$ 23,536                                          | \$ 20,227   |
| Amortization of deferred contributions for equipment | (23,536)                                           | (20,227)    |
| Expenses (schedule 3)                                | \$ 23,737                                          | \$ 20,630   |
| Amortization expense (schedule 3)                    | (23,737)                                           | (20,630)    |
| <b>Expenditures for funding purposes</b>             | <b>\$ -</b>                                        | <b>\$ -</b> |

## Schedule 27 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2014, with comparative information for 2013

|                                                                   | Tripartite Self Government Program |                   |
|-------------------------------------------------------------------|------------------------------------|-------------------|
|                                                                   | 2014                               | 2013              |
| Revenue (schedule 6)                                              | \$ -                               | \$ 565,750        |
| Amounts received and deferred related to purchase of<br>equipment | -                                  | 4,250             |
| <b>Revenue for funding purposes</b>                               | <b>-</b>                           | <b>570,000</b>    |
| Expenses (schedule 6)                                             | -                                  | 566,134           |
| Capitalized equipment expenditures                                | -                                  | 4,250             |
| Amortization expense (schedule 6)                                 | -                                  | (496)             |
| <b>Expenditures for funding purposes</b>                          | <b>\$ -</b>                        | <b>\$ 569,888</b> |

# MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

## Schedule 28 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2014, with comparative information for 2013

|                                                                           |           | Post Powley Component A |                |
|---------------------------------------------------------------------------|-----------|-------------------------|----------------|
|                                                                           |           | 2014                    | 2013           |
| Revenue (schedule 19)                                                     | \$        | 994,895                 | 975,782        |
| Amounts receivable and deferred related to purchase of computer equipment |           | -                       | 19,582         |
| <b>Revenue for funding purposes</b>                                       | <b>\$</b> | <b>994,895</b>          | <b>995,364</b> |
| Expenses (schedule 19)                                                    | \$        | 995,076                 | 975,998        |
| Capitalized equipment expenditures                                        |           | -                       | 19,582         |
| <b>Expenditures for funding purposes</b>                                  | <b>\$</b> | <b>995,076</b>          | <b>995,580</b> |

## Schedule 29 - Supplemental Schedule of Revenue and Expenditures for Funding Purposes

Year ended March 31, 2014, with comparative information for and 2013

|                                                                                       |           | Genealogical and Historical |                   |
|---------------------------------------------------------------------------------------|-----------|-----------------------------|-------------------|
|                                                                                       |           | 2014                        | 2013              |
| Revenue (schedule 21)                                                                 | \$        | 740,502                     | \$ 628,207        |
| Amortization of deferred contributions for equipment                                  |           | (35,465)                    | (18,321)          |
| Amounts received and deferred related to purchase of information technology equipment |           | 6,749                       | 25,433            |
| <b>Revenue for funding purposes</b>                                                   | <b>\$</b> | <b>711,786</b>              | <b>\$ 635,319</b> |
| Expenses (schedule 21)                                                                | \$        | 740,723                     | \$ 628,236        |
| Capitalized information technology equipment expenditures                             |           | 6,749                       | 25,433            |
| Amortization expense (schedule 21)                                                    |           | (35,465)                    | (18,321)          |
| <b>Expenditures for funding purposes</b>                                              | <b>\$</b> | <b>712,007</b>              | <b>\$ 635,348</b> |



Financial Statements of

**PROVINCIAL MÉTIS HOLDCO  
INC.**

Years ended December 31, 2012 and 2011



KPMG LLP  
Chartered Accountants  
500 – 475 Second Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

## INDEPENDENT AUDITORS' REPORT

To the Members of Provincial Métis Holdco Inc.

We have audited the accompanying financial statements of Provincial Métis Holdco Inc., which comprise the statements of financial position as at December 31, 2012, December 31, 2011 and January 1, 2011, the statements of operations, changes in net assets and cash flows for the years then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion the financial statements present fairly, in all material respects, the financial position of Provincial Métis Holdco Inc. as at December 31, 2012, December 31, 2011, and January 1, 2011 and the results of its operations and its cash flows for the years ended December 31, 2012 and December 31, 2011 in accordance with Canadian accounting standards for not-for-profit organizations:

*KPMG LLP*

Chartered Accountants

June 4, 2012  
Saskatoon, Canada

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.

# PROVINCIAL MÉTIS HOLDCO INC.

Statement of Financial Position

December 31, 2012, December 31, 2011 and January 1, 2011

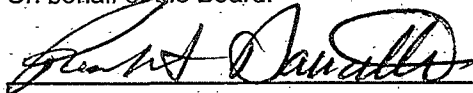
|                                                       | December 31,<br>2012 | December 31,<br>2011 | January 1,<br>2011 |
|-------------------------------------------------------|----------------------|----------------------|--------------------|
| <b>Assets</b>                                         |                      |                      |                    |
| Current assets:                                       |                      |                      |                    |
| Cash                                                  | \$ 377,836           | \$ 526,642           | \$ 363,547         |
| Guaranteed investment certificate (note 2)            | 22,135               | 22,135               | 22,135             |
| Accounts receivable                                   | 16,431               | 8,791                | 9,971              |
| Prepaid expenses                                      | 29,049               | 29,049               | 40,968             |
| Due from Métis Nation - Saskatchewan Secretariat Inc. | 150,000              | -                    | 150,000            |
|                                                       | <u>595,451</u>       | <u>586,617</u>       | <u>586,621</u>     |
| Leasehold improvements (note 3)                       | 50,843               | 84,739               | 107,336            |
|                                                       | <u>\$ 646,294</u>    | <u>\$ 671,356</u>    | <u>\$ 693,957</u>  |

## Liabilities and Net Assets

|                                                            |                   |                   |                   |
|------------------------------------------------------------|-------------------|-------------------|-------------------|
| Current liabilities:                                       |                   |                   |                   |
| Accounts payable and accrued liabilities                   | \$ 9,835          | \$ 14,934         | \$ 13,301         |
| Due to Métis Nation - Saskatchewan Secretariat Inc.        | -                 | 124               | -                 |
| Due to SaskMétis Economic Development Corporation (note 4) | 8,441             | 53,991            | 95,227            |
|                                                            | <u>18,276</u>     | <u>69,049</u>     | <u>108,528</u>    |
| Net assets:                                                |                   |                   |                   |
| Unrestricted                                               | 628,018           | 602,307           | 585,429           |
| Commitments (note 5)                                       |                   |                   |                   |
|                                                            | <u>\$ 646,294</u> | <u>\$ 671,356</u> | <u>\$ 693,957</u> |

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Operations

Years ended December 31, 2012 and 2011

|                                        | 2012       | 2011       |
|----------------------------------------|------------|------------|
| Rental income (related organizations)  | \$ 252,904 | \$ 255,001 |
| Expenses:                              |            |            |
| Office rent                            | 144,606    | 145,681    |
| Amortization of leasehold improvements | 33,896     | 22,597     |
| Common area (electrical)               | 16,164     | 18,411     |
| Professional fees                      | 11,888     | 15,007     |
| Janitorial                             | 9,660      | 13,421     |
| Common area (gas)                      | 3,313      | 3,531      |
| Interest on long-term debt             | 3,151      | 7,483      |
| Grounds and parking lot maintenance    | 1,876      | 2,148      |
| Repairs and maintenance                | 1,358      | 7,418      |
| Common area (water and sewer)          | 1,079      | 1,514      |
| Bank charges                           | 202        | 912        |
|                                        | 227,193    | 238,123    |
| Excess of revenue over expenses        | \$ 25,711  | \$ 16,878  |

See accompanying notes to financial statements.



# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Changes in Net Assets

Years ended December 31, 2012 and 2011

|                                 | 2012       | 2011       |
|---------------------------------|------------|------------|
| Balance, beginning of year      | \$ 602,307 | \$ 585,429 |
| Excess of revenue over expenses | 25,711     | 16,878     |
| Balance, end of year            | \$ 628,018 | \$ 602,307 |

See accompanying notes to financial statements.

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Cash Flows

Years ended December 31, 2012 and 2011

|                                                                                   | 2012       | 2011       |
|-----------------------------------------------------------------------------------|------------|------------|
| Cash flows from (used in):                                                        |            |            |
| Operations:                                                                       |            |            |
| Excess of revenue over expenses                                                   | \$ 25,711  | \$ 16,878  |
| Item not involving cash:                                                          |            |            |
| Amortization of leasehold improvements                                            | 33,896     | 22,597     |
| Change in non-cash operating working capital:                                     |            |            |
| Accounts receivable                                                               | (7,640)    | 1,180      |
| Prepaid expenses                                                                  | -          | 11,919     |
| Accounts payable and accrued liabilities                                          | (5,099)    | 1,634      |
|                                                                                   | 46,868     | 54,208     |
| Financing:                                                                        |            |            |
| Decrease (increase) in due from (to) Métis Nation - Saskatchewan Secretariat Inc. | (150,124)  | 150,124    |
| Principal payments on debt                                                        | (45,550)   | (41,237)   |
|                                                                                   | (195,674)  | 108,887    |
| Increase (decrease) in cash position                                              | (148,806)  | 163,095    |
| Cash position, beginning of year                                                  | 526,642    | 363,547    |
| Cash position, end of year                                                        | \$ 377,836 | \$ 526,642 |
| Cash position is comprised of the following:                                      |            |            |
| Cash in bank account                                                              | \$ 12,885  | \$ 16,066  |
| Cash in trust account (note 6)                                                    | 364,951    | 510,576    |
|                                                                                   | \$ 377,836 | \$ 526,642 |
| Supplemental cash flow disclosure:                                                |            |            |
| Interest paid                                                                     | \$ 3,151   | \$ 7,483   |

See accompanying notes to financial statements.

# PROVINCIAL MÉTIS HOLDCO INC.

## Notes to Financial Statements

Years ended December 31, 2012 and 2011

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### General:

The Company was incorporated July 15, 1992 under the Non-Profit Corporations Act of Saskatchewan, with one class of membership consisting of two charter members, The Métis Nation - Saskatchewan Secretariat Inc. and Provincial Métis Housing Corporation. The purpose of the Company is to promote the economic and social welfare of persons of Métis origin and to provide support for recognized benevolent and charitable enterprises, federations, agencies and societies engaged in assisting the development, both economic and social of Métis citizens.

The Company currently leases an office building in Saskatoon, Saskatchewan which it rents to other organizations. The Company's mandate is served by renting office space to organizations providing services to Métis citizens and by providing financial support to such organizations.

Due to the nature of its activities, the Company is not taxable for income tax purposes under section 149 of the Income Tax Act.

On January 1, 2011, the Company adopted Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the CICA Handbook (Not-For-Profit Standards). These are the first financial statements prepared in accordance with Not-For-Profit Standards.

In accordance with the transitional provisions in Not-For-Profit Standards, the Company has adopted the changes retrospectively. The transition date is January 1, 2011 and all comparative information provided has been presented by applying Not-For-Profit Standards. There were no adjustments arising on transition and no exemptions were elected.

### 1. Significant accounting policies:

#### (a) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Actual results could differ from these estimates.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

---

## 1. Significant accounting policies (continued):

### (b) Capital assets and amortization:

Capital assets are carried at cost if purchased, or fair value at the date of acquisition if received by gift. Proceeds of disposals, less carrying values of these assets are reported in the statement of revenue and expenses as gains or losses on disposal. Amortization is provided for using the following method and rates:

| Asset                  | Method        | Rate                      |
|------------------------|---------------|---------------------------|
| Leasehold improvements | Straight-line | 48 months<br>(lease term) |

### (c) Revenue recognition:

The Company recognizes revenue as it accrues in accordance with the terms of its rental agreements, provided reasonable assurance exists regarding measurement and collectibility.

### (d) Financial instruments:

Financial instruments are recorded at fair value on initial recognition and subsequently recorded at fair value or amortized cost as follows:

Cash and investments - fair value

Accounts receivable and accounts payable - amortized cost

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

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## 1. Significant accounting policies (continued):

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Company determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Company expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

## 2. Guaranteed investment certificate:

The guaranteed investment certificate bears interest at a variable rate (currently 1.1%) and matures November 29, 2013. It is pledged as security for the line of credit of Métis Nation - Saskatchewan Secretariat Inc. at the Royal Bank of Canada.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

### 3. Leasehold improvements:

---

| December 31, 2012      | Cost       | Accumulated<br>amortization | Net book<br>value |
|------------------------|------------|-----------------------------|-------------------|
| Leasehold improvements | \$ 129,933 | \$ 79,090                   | \$ 50,843         |

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| December 31, 2011      | Cost       | Accumulated<br>amortization | Net book<br>value |
|------------------------|------------|-----------------------------|-------------------|
| Leasehold improvements | \$ 129,933 | \$ 45,194                   | \$ 84,739         |

---

---

| January 1, 2011        | Cost       | Accumulated<br>amortization | Net book<br>value |
|------------------------|------------|-----------------------------|-------------------|
| Leasehold improvements | \$ 129,933 | \$ 22,597                   | \$ 107,336        |

---

During the current year, the Company revised its estimate for calculating amortization on leasehold improvements. This revision resulted in reducing the amortization period from 69 months to 48 months to correspond with the remaining negotiated lease term. The result was an increase in amortization in the current year of \$11,299 as compared to the previous estimate.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

## 4. Due to SaskMétis Economic Development Corporation:

|                                                                                                                                                                                                                                                                          | December 31,<br>2012 | December 31,<br>2011 | January 1,<br>2011 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|--------------------|
| Sask Métis Economic Development Corporation demand loan payable in monthly instalments of \$4,075 including interest at 10%, secured by demand promissory note, cash in trust accounts, general security agreement on all property and assignment of insurance, due 2013 | \$ 8,441             | \$ 53,991            | \$ 95,227          |

Estimated principal repayments on the demand loan based on scheduled repayments are as follows:

|      |          |
|------|----------|
| 2013 | \$ 8,441 |
|------|----------|

## 5. Commitments:

The Company leases office space pursuant to the terms of an operating lease expiring September 30, 2013. The estimated future minimum lease payments including occupancy costs are as follows:

|      |            |
|------|------------|
| 2013 | \$ 104,042 |
|------|------------|

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

## 6. Related party transactions:

All rents received during the year from organizations related by common membership occurred in the normal course of operations and were measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. A summary of these rents are as follows:

|                                               | 2012              | 2011              |
|-----------------------------------------------|-------------------|-------------------|
| Métis Nation - Saskatchewan Secretariat Inc.  | \$ 180,833        | \$ 156,766        |
| Sask Métis Economic Développement Corporation | 32,089            | 42,786            |
| Provincial Métis Housing Corporation          | 22,932            | 22,522            |
| Métis Addictions Council of Saskatchewan Inc. | 12,500            | 30,000            |
| Other                                         | 4,550             | 2,927             |
|                                               | <u>\$ 252,904</u> | <u>\$ 255,001</u> |

During the year a demand promissory note in the amount of \$150,000 was issued to Métis Nation - Saskatchewan Secretariat Inc. This promissory note is to be repaid in annual payments of \$50,000 up to July 31, 2015.

A reconciliation of the cash in trust account is as follows:

|                                                                           | 2012              |
|---------------------------------------------------------------------------|-------------------|
| Balance, January 1, 2011                                                  | \$ 357,969        |
| Interest earned                                                           | 2,607             |
| Repayment of advances by Métis Nation - Saskatchewan Secretariat Inc. (i) | 150,000           |
| Balance, December 31, 2011                                                | <u>510,576</u>    |
| Interest earned                                                           | 4,375             |
| Advances to Métis Nation - Saskatchewan Secretariat Inc. (ii)             | (150,000)         |
| Balance, December 31, 2012                                                | <u>\$ 364,951</u> |

(i) The advance was originally made in 2010 for purposes of assisting with the annual Back to Batoche festival. This advance was repaid in 2011.

(ii) The advance was made in 2012 for the purposes of assisting with provincial elections for the Métis Nation - Saskatchewan Secretariat. This advance is secured by a demand promissory note to be repaid to the Company in annual payments of \$50,000 over the next three years. The advance was conditional on the Office of the Federal Interlocutor confirming a \$200,000 contribution to the election.



# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Years ended December 31, 2012 and 2011

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## 7. Financial instruments:

The Company has exposure to the following risks from its use of financial instruments:

### a) Liquidity risk:

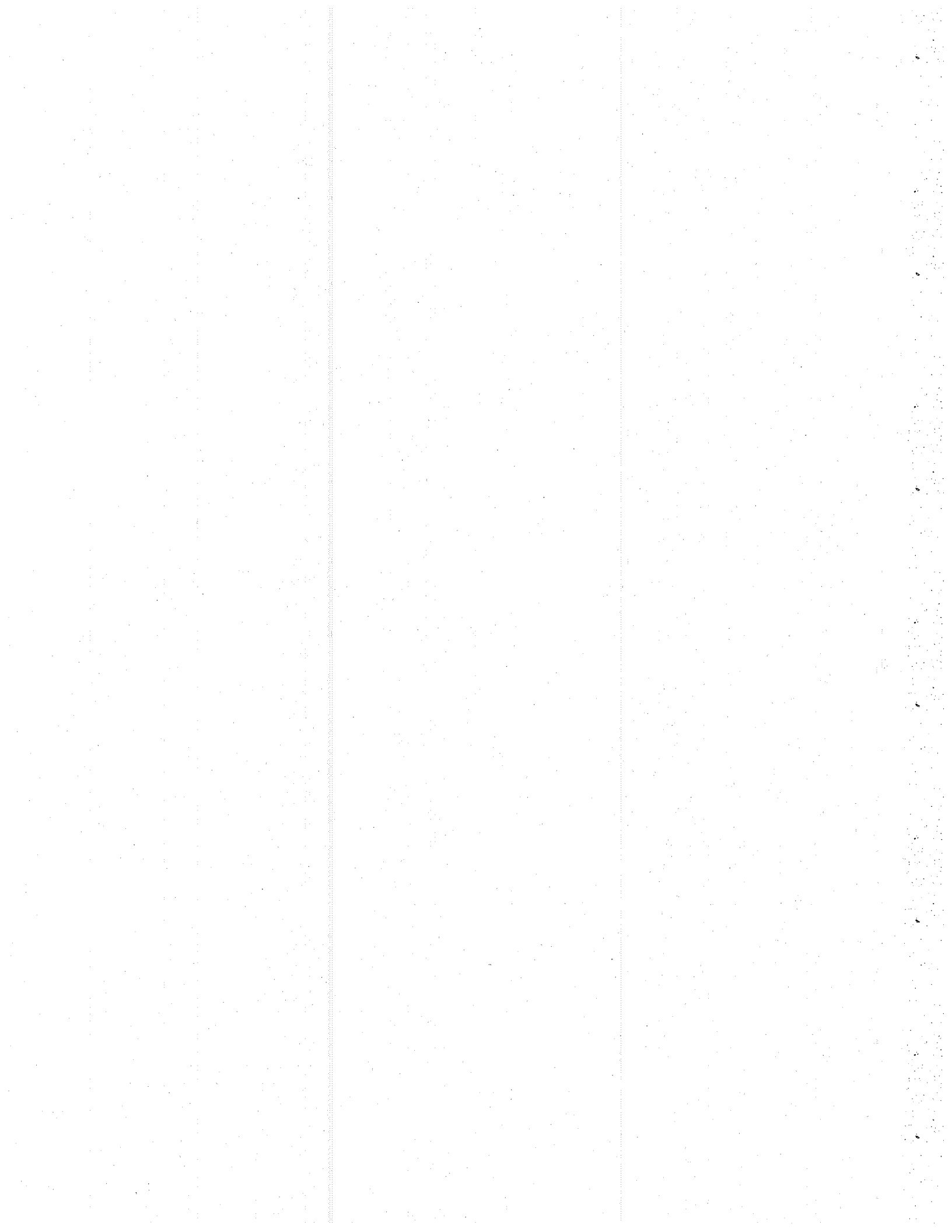
Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements and ensuring it has sufficient funds to fulfill its obligations.

### b) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in financial loss. The Company is exposed to credit risk with respect to cash, investments and accounts receivable. The Company assesses credit risk on a continuous basis on accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts. Credit risk on cash and investments are considered minimal as the counterparties are chartered banks with high credit ratings assigned by national credit-rating agencies.

### c) Interest rate risk:

The Company is exposed to interest rate risk on its guaranteed investment certificate. This risk is considered minimal due to the short-term period to maturity of the investment.



Financial Statements of

**PROVINCIAL MÉTIS HOLDCO  
INC.**

Year ended December 31, 2013



KPMG LLP  
Chartered Accountants  
500 – 475 Second Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

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## INDEPENDENT AUDITORS' REPORT

To the Members of Provincial Métis Holdco Inc.

We have audited the accompanying financial statements of Provincial Métis Holdco Inc., which comprise the statement of financial position as at December 31, 2013, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion the financial statements present fairly, in all material respects, the financial position of Provincial Métis Holdco Inc. as at December 31, 2013 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Accountants

April 17, 2014  
Saskatoon, Canada

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Financial Position

December 31, 2013, with comparative information for 2012

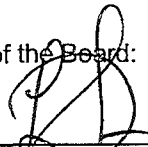
|                                                                | 2013              | 2012              |
|----------------------------------------------------------------|-------------------|-------------------|
| <b>Assets</b>                                                  |                   |                   |
| Current assets:                                                |                   |                   |
| Cash                                                           | \$ 312,074        | \$ 377,836        |
| Guaranteed investment certificate (note 2)                     | 22,135            | 22,135            |
| Accounts receivable                                            | 1,648             | 16,431            |
| Prepaid expenses                                               | 25,056            | 29,049            |
| Due from Métis Nation - Saskatchewan Secretariat Inc. (note 3) | 282,052           | 150,000           |
|                                                                | <u>642,965</u>    | <u>595,451</u>    |
| Leasehold improvements (note 4)                                | 17,062            | 50,843            |
|                                                                | <u>\$ 660,027</u> | <u>\$ 646,294</u> |


## Liabilities and Net Assets

|                                                            |                   |                   |
|------------------------------------------------------------|-------------------|-------------------|
| Current liabilities:                                       |                   |                   |
| Accounts payable and accrued liabilities                   | \$ 10,521         | \$ 9,835          |
| Due to SaskMétis Economic Development Corporation (note 5) | -                 | 8,441             |
|                                                            | <u>10,521</u>     | <u>18,276</u>     |
| Net assets:                                                |                   |                   |
| Unrestricted                                               | 649,506           | 628,018           |
| Commitments (note 6)                                       |                   |                   |
|                                                            | <u>\$ 660,027</u> | <u>\$ 646,294</u> |

See accompanying notes to financial statements.

On behalf of the Board:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Operations

Year ended December 31, 2013, with comparative information for 2012

|                                        | 2013           | 2012           |
|----------------------------------------|----------------|----------------|
| Revenue:                               |                |                |
| Rental revenue (note 3)                | \$ 267,631     | \$ 248,354     |
| Interest and other income              | 3,504          | 4,550          |
|                                        | <u>271,135</u> | <u>252,904</u> |
| Expenses:                              |                |                |
| Office rent                            | 156,926        | 144,606        |
| Amortization of leasehold improvements | 52,395         | 33,896         |
| Common area (electrical)               | 16,299         | 16,164         |
| Professional fees                      | 11,806         | 11,888         |
| Repairs and maintenance                | 5,379          | 1,358          |
| Common area (gas)                      | 2,533          | 3,313          |
| Grounds and parking lot maintenance    | 2,442          | 1,876          |
| Common area (water and sewer)          | 1,467          | 1,079          |
| Bank charges                           | 268            | 202            |
| Interest on long-term debt             | 75             | 3,151          |
| Office and general                     | 57             | -              |
| Janitorial                             | -              | 9,660          |
|                                        | <u>249,647</u> | <u>227,193</u> |
| Excess of revenue over expenses        | \$ 21,488      | \$ 25,711      |

See accompanying notes to financial statements.

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Changes in Net Assets

Year ended December 31, 2013, with comparative information for 2012

|                                 | 2013       | 2012       |
|---------------------------------|------------|------------|
| Balance, beginning of year      | \$ 628,018 | \$ 602,307 |
| Excess of revenue over expenses | 21,488     | 25,711     |
| Balance, end of year            | \$ 649,506 | \$ 628,018 |

See accompanying notes to financial statements.

# PROVINCIAL MÉTIS HOLDCO INC.

## Statement of Cash Flows

Year ended December 31, 2013, with comparative information for 2012

|                                                                         | 2013       | 2012       |
|-------------------------------------------------------------------------|------------|------------|
| Cash flows from (used in):                                              |            |            |
| Operations:                                                             |            |            |
| Excess of revenue over expenses                                         | \$ 21,488  | \$ 25,711  |
| Item not involving cash:                                                |            |            |
| Amortization of leasehold improvements                                  | 52,395     | 33,896     |
| Change in non-cash operating working capital:                           |            |            |
| Accounts receivable                                                     | 14,783     | (7,640)    |
| Prepaid expenses                                                        | 3,993      | -          |
| Accounts payable and accrued liabilities                                | 686        | (5,099)    |
|                                                                         | 93,345     | 46,868     |
| Financing:                                                              |            |            |
| Advances to Métis Nation - Saskatchewan Secretariat Inc.                | (132,052)  | (150,124)  |
| Principal payments on due to SaskMétis Economic Development Corporation | (8,441)    | (45,550)   |
|                                                                         | (140,493)  | (195,674)  |
| Investing:                                                              |            |            |
| Purchase of leasehold improvements                                      | (18,614)   | -          |
| Decrease in cash position                                               | (65,762)   | (148,806)  |
| Cash position, beginning of year                                        | 377,836    | 526,642    |
| Cash position, end of year                                              | \$ 312,074 | \$ 377,836 |
| Cash position is comprised of the following:                            |            |            |
| Cash in bank account                                                    | \$ 193,862 | \$ 12,885  |
| Cash in trust account (note 3)                                          | 118,212    | 364,951    |
|                                                                         | \$ 312,074 | \$ 377,836 |
| Supplemental cash flow disclosure:                                      |            |            |
| Interest paid                                                           | \$ 75      | \$ 3,151   |

See accompanying notes to financial statements.



# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements

Year ended December 31, 2013

---

## General:

Provincial Métis Holdco Inc. (the "Company") was incorporated July 15, 1992 under the Non-Profit Corporations Act of Saskatchewan, with one class of membership consisting of two charter members, The Métis Nation - Saskatchewan Secretariat Inc. and Provincial Métis Housing Corporation. The purpose of the Company is to promote the economic and social welfare of persons of Métis origin and to provide support for recognized benevolent and charitable enterprises, federations, agencies and societies engaged in assisting the development, both economic and social of Métis citizens.

The Company currently leases an office building in Saskatoon, Saskatchewan which it rents to other organizations. The Company's mandate is served by renting office space to organizations providing services to Métis citizens and by providing financial support to such organizations.

Due to the nature of its activities, the Company is not taxable for income tax purposes under section 149 of the Income Tax Act.

## 1. Significant accounting policies:

### (a) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Significant items subject to estimation and assumptions include the timing and collectibility of amounts due from Métis Nation - Saskatchewan Secretariat Inc., a related party. Actual results could differ from these estimates.

### (b) Capital assets and amortization:

Capital assets are carried at cost if purchased, or fair value at the date of acquisition if received by gift. Proceeds of disposals, less carrying values of these assets are reported in the statement of revenue and expenses as gains or losses on disposal. Amortization is provided for using the following method and rates:

| Asset                  | Method        | Rate                      |
|------------------------|---------------|---------------------------|
| Leasehold improvements | Straight-line | 36 months<br>(lease term) |

---

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

---

## 1. Significant accounting policies (continued):

### (c) Revenue recognition:

The Company recognizes revenue as it accrues in accordance with the terms of its rental agreements, provided reasonable assurance exists regarding measurement and collectibility.

### (d) Financial instruments:

Financial instruments are recorded at fair value on initial recognition and subsequently recorded at fair value or amortized cost as follows:

Cash and guaranteed investment certificate are classified as financial assets and measured at fair value. Fair value fluctuations in these assets which may include interest earned, interest accrued, gains and losses realized on disposal and unrealized gains and losses are included in revenue.

Accounts receivable are classified as loans and receivables and measured at amortized cost.

Accounts payable and accrued liabilities are classified as other liabilities and measured at amortized cost.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Company determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Company expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

---

## 2. Guaranteed investment certificate:

The guaranteed investment certificate bears interest at a variable rate (currently 1.05%) and matures November 29, 2014. It is pledged as security for the line of credit of Métis Nation - Saskatchewan Secretariat Inc. at the Royal Bank of Canada.

## 3. Related party transactions:

All rents received during the year from organizations related by common membership occurred in the normal course of operations and were measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. A summary of these rents are as follows:

|                                               | 2013       | 2012       |
|-----------------------------------------------|------------|------------|
| Métis Nation - Saskatchewan Secretariat Inc.  | \$ 247,469 | \$ 180,833 |
| Provincial Métis Housing Corporation          | 18,119     | 22,932     |
| Round Prairie Ventures Inc.                   | 2,042      | -          |
| Sask Métis Economic Development Corporation   | -          | 32,089     |
| Métis Addictions Council of Saskatchewan Inc. | -          | 12,500     |
|                                               | <hr/>      | <hr/>      |
|                                               | \$ 267,630 | \$ 248,354 |

During 2012 a demand promissory note in the amount of \$150,000 was issued to Métis Nation - Saskatchewan Secretariat Inc. ("MNS"). This promissory note is to be repaid in annual payments of \$50,000 to July 31, 2015.

A reconciliation of the cash in trust account is as follows:

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

### 3. Related party transactions (continued):

|                                                          | 2013       | 2012       |
|----------------------------------------------------------|------------|------------|
| Balance, beginning of year                               | \$ 364,951 | \$ 510,576 |
| Transfer to Provincial Métis Holdco Inc. cash account    | (250,000)  | -          |
| Advances to Métis Nation - Saskatchewan Secretariat Inc. | -          | (150,000)  |
| Interest earned                                          | 3,261      | 4,375      |
| Balance, end of year                                     | \$ 118,212 | \$ 364,951 |

A reconciliation of the due from Métis Nation - Saskatchewan Secretariat Inc. is as follows:

|                                                                    | 2013       | 2012       |
|--------------------------------------------------------------------|------------|------------|
| Balance, beginning of year (i)                                     | \$ 150,000 | \$ (124)   |
| Advances to Métis Nation - Saskatchewan Secretariat Inc. (ii)      | 160,385    | 150,124    |
| Repayments from Métis Nation - Saskatchewan Secretariat Inc. (iii) | (28,333)   | -          |
| Balance, end of year                                               | \$ 282,052 | \$ 150,000 |

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

### 3. Related party transactions (continued):

- (i) The balance consists of an advance in the amount of \$150,000 that was made in 2012 for the purposes of assisting with provincial elections for the Métis Nation - Saskatchewan Secretariat. This advance is secured by a demand promissory note to be repaid to the entity in annual payments of \$50,000. The expected date of full repayment is July 31, 2015.
- (ii) Advances to Métis Nation - Saskatchewan Secretariat during the year consisted of: (a) legal expenses of \$45,187 paid on behalf of MN-S; (b) Métis Nation Legislative Assembly (MNLA) expenses of \$28,333 paid on behalf of MN-S and; (c) Powley C programme expenses of \$86,865 paid on behalf of MN-S.
- (iii) Current year repayment consists of repayment of the \$28,333 advance relating to MNLA expenses.

Subsequent to December 31, 2013, the Company paid additional expenses of the Métis Nation - Saskatchewan Secretariat Inc. of approximately \$83,000. The Company has been paying certain expenses of the MN-S due to an ongoing dispute between members of MN-S with respect to governance matters. The Company expects to be repaid by MN-S for amounts advanced to and expenses paid on behalf of MN-S. However there is uncertainty with respect to the ultimate timing and collectibility of these amounts. The Company also rents space to MN-S and the ongoing dispute at MN-S may have an impact of the ability of MN-S to continue to pay rent to the Company.

### 4. Leasehold improvements:

|                        | Cost      | Accumulated<br>amortization | 2013      | 2012      |
|------------------------|-----------|-----------------------------|-----------|-----------|
| Leasehold improvements | \$ 18,613 | \$ (1,551)                  | \$ 17,062 | \$ 50,843 |
|                        | \$ 18,613 | \$ (1,551)                  | \$ 17,062 | \$ 50,843 |

During the current year, the Company relocated to new office premises. The remaining net book value of leasehold improvements relating to the previous office premises in the amount of \$50,843 has been fully amortized to expense in the current year. Leasehold improvement additions relating to the new office premises has been capitalized in the current year and will be amortized over the negotiated lease term.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

---

## 5. Due to SaskMétis Economic Development Corporation:

|                                                                                                                                                                                                                                                                          | 2013 | 2012     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| Sask Métis Economic Development Corporation demand loan payable in monthly instalments of \$4,075 including interest at 10%, secured by demand promissory note, cash in trust accounts, general security agreement on all property and assignment of insurance, due 2013 | \$ - | \$ 8,441 |

---

## 6. Commitments:

The Company leases office space pursuant to the terms of an operating lease expiring September 30, 2016. The estimated future minimum lease payments including occupancy costs are as follows:

|      |            |
|------|------------|
| 2014 | \$ 108,185 |
| 2015 | 108,185    |
| 2016 | 81,139     |
|      | <hr/>      |
|      | \$ 297,509 |

---

## 7. Financial instruments:

The Company has exposure to the following risks from its use of financial instruments:

a) Liquidity risk:

Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements and ensuring it has sufficient funds to fulfill its obligations.

# PROVINCIAL MÉTIS HOLDCO INC.

Notes to Financial Statements (continued)

Year ended December 31, 2013

---

## 7. Financial instruments (continued):

### b) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in financial loss. The Company is exposed to credit risk with respect to cash, investments accounts receivable and amounts due from Métis Nation - Saskatchewan Secretariat Inc. The Company assesses credit risk on a continuous basis on accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts. Credit risk on cash and investments are considered minimal as the counterparties are chartered banks with high credit ratings assigned by national credit-rating agencies. Credit risk on amounts due from Métis Nation - Saskatchewan Secretariat Inc. arises from an ongoing dispute between members of MN-S with respect to governance matters and depends on the ability of the members to resolve their differences.

### c) Interest rate risk:

The Company is exposed to interest rate risk on its guaranteed investment certificate. This risk is considered minimal due to the short-term period to maturity of the investment.







cutting through complexity

AUDIT

**Métis Nation-  
Saskatchewan  
Secretariat Inc.**

**Audit Findings Report**  
For the years ended March 31, 2014

KPMG LLP, Chartered Accountants

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please visit [kpmg.ca/auditcommittee](http://kpmg.ca/auditcommittee)

## Executive summary

### Overview

The purpose<sup>1</sup> of this Audit Findings Report is to assist you in your review of the results of our audits of the financial statements of Métis Nation-Saskatchewan Secretariat Inc. as at and for the years ended March 31, 2014 and 2013. The Audit Findings Report should not be used for any other purpose or by anyone other than management and the Provincial Métis Council.

### Status

We have completed the audit of the financial statements and the financial statements along with our related auditors' reports have been filed with the funding agencies.

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<sup>1</sup> This Audit Findings Report should not be used for any other purpose or by anyone other than the Provincial Métis Council. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this Audit Findings Report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

## Significant audit, accounting and reporting matters

Included in this report are significant matters we have highlighted for discussion at the upcoming meeting. We look forward to discussing these matters and our findings with you.

### Topics to Discuss

Below are topics identified from the audit that we have highlighted for discussion at the upcoming Provincial Métis Council meeting. We look forward to discussing our findings with you.

| Métis Nation Operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• For the year ended March 31, 2014, the Métis Nation had a deficiency of revenue over expenses of \$160,000 compared to 2013 deficiency of \$136,000. This represents an overall increase of \$24,000 in the deficiency compared to prior year.</li><li>• Contributing to the overall deficiency of \$160,000 at March 31, 2014 were the following:<ul style="list-style-type: none"><li>• decrease in federal funding revenue of approximately \$63,000; significant changes from the prior year include decreases in funding for Electoral Preparedness of \$200,000, Tripartite Self Government Program of \$283,000 and MNS Transition of \$110,000 offset by increases in federal funding for Cultural Connections for Aboriginal Youth of \$125,000, Post Powley Component C (Deloitte Report) of \$242,000 and Genealogical and Historical of \$112,000;</li><li>• decrease in provincial funding revenue of approximately \$518,000; significant changes include decreases in funding for Bilateral Program of \$100,000, Tripartite Self Government Program of \$283,000, Green Light Program of \$53,000 and Health Suicide Prevention of \$148,000 offset by increases in provincial funding for Legislative Review of \$95,000;</li><li>• Other sources of revenue outside of federal and provincial funding were \$23,000 (compared to \$33,000 in 2013);</li><li>• Overall expenses have decreased by \$571,000 commensurate with decreased federal and provincial funding levels;</li><li>• Contributing to the overall deficiency of approximately \$160,000 were legal and professional fees of \$129,000 and Métis Nation Legislative expenses of \$40,000, these amounts were unable to be allocated to program activities covered by federal and provincial funding and largely are what contributed to the March 31, 2014 loss of \$160,000.</li></ul></li></ul> |

- For the year ended March 31, 2013, the Métis Nation had a deficiency of revenue over expenses of \$136,000 compared to 2012 deficiency of \$10,000. This represents an overall increase of \$126,000 in the deficiency compared to the prior year.
- Contributing to the overall deficiency of \$136,000 at March 31, 2013 were the following:
  - increase in federal funding revenue of approximately \$501,000; significant changes from the prior year include increases in funding for Electoral Preparedness of \$138,000, MNS Transition of \$110,000, Post Powley Component A of \$85,000, Post Powley Component C of \$127,000 and Genealogical and Historical of \$194,000; offset by decreases in federal funding for Registry Engagement Work plan of \$98,000 and Arbitration Appeals of \$28,000;
  - decrease in provincial funding revenue of approximately \$56,000; significant changes include increases in funding for Green Light Program of \$111,000, Education Task Force of \$117,000, Health Suicide Prevention of \$148,000 and Legislative Review of \$11,000, offset by decreases in provincial funding for Harvesting Negotiations of \$269,000, Child Welfare Review of \$49,000, Health Director Initiative of \$38,000 and Environment of \$95,000;
  - Other sources of revenue outside of federal and provincial funding were \$33,000 (compared to \$8,000 in 2012)
  - Overall expenses have increased by \$595,000 commensurate with increased federal funding levels;
  - Contributing to the overall deficiency of approximately \$136,000 were additional unfunded election expenses of \$145,000; these amounts were unable to be allocated to program activities covered by federal and provincial funding and largely are what contributed to the March 31, 2013 loss of \$136,000.

**Overall financial statements presentation (going concern risk)**

- These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations applicable for a going concern, which contemplates the realization of assets and settlement of liabilities in the normal course of operations.
- The Métis Nation has experienced a deficiency of revenue over expenses of \$160,000 (2013-\$136,000), has a negative working capital position of \$487,000 (2013 -\$ 279,000) and a negative operating fund deficit of \$537,000 (2013 - \$ 379,000).
- Provincial Métis Holdco Inc. ("PMHC") (a related organization) has paid certain expenses of Métis Nation due to an ongoing dispute between members of the Métis Nation with respect to governance matters. These amounts have been expensed in the financial statements with a corresponding payable to PMHC.
- The above factors raise significant doubt about the Métis Nation's ability to continue as a going concern. The ability of the Métis Nation to continue as a going concern and realize its assets and discharge its liabilities in the normal course of operations is dependent upon its ability to generate cash flow and surplus from operations, the continued support from its funders and the resolution of the governance matters described above. The outcome of these matters cannot be determined at this time.
- These financial statements do not reflect any adjustments in the carrying values of assets and liabilities, the reported deficiency or revenue over expenses and the statement of financial position classifications that would be necessary if the going concern assumptions were not appropriate.

**KPMG comments regarding effect on the audit**

- The Métis Nations overall financial position has deteriorated in the past fiscal year and the working capital deficiency has deteriorated by \$208,000 and the operating deficit has deteriorated by \$158,000.
- Additional financing in the amount of \$132,000 has been provided by Provincial Métis Holdco Inc.
- Significant legal expenses in the amount of \$129,000 have been incurred largely as a result of the governance issues described above.
- The Métis Nation has nominal third party sources of revenue other than Federal and Provincial agencies which may be unable or unwilling to provide future funding due to funding cutbacks and concern over the political instability of the Métis Nation.
- In situations where doubt exists about an entity's ability to continue without significant changes in its operation, generally accepted accounting principles require us to disclose this circumstance to the readers of the financial statements.

**Accounts Receivable**

- The Métis Nation has outstanding \$351,000 (2013-\$660,000) of accounts receivable, the majority of which are from federal funding agencies. Shortly after the March 31, 2013 fiscal year end, a meeting was held with federal funders and all arrears outstanding from prior years were received. Of the March 31, 2014 accounts receivable of \$313,000 were from funding agencies of which \$13,000 related to the prior year and the remainder related to the current fiscal year.
- GST returns are being filed on a regular basis.

**KPMG comments regarding effect on the audit**

- KPMG confirmed the majority of revenues and accounts receivable with funding agencies.
- KPMG also calculated the appropriate amounts of deferred revenue by looking at the funding amounts received and related expenditures incurred.
- These amounts are disclosed in the notes to the financial statements.

**Due to Provincial Métis Holdco Inc.**

- Amounts due to Provincial Métis Holdco Inc. ("PMHC") total \$282,052 (2013 \$150,000) and include \$150,000 provided as financing for a past Métis Nation election and \$132,052 of expenses related to Powley Component C program expenses (Deloitte Report). As these expenses were disputed by members of the Provincial Métis Council the amounts were paid by PMHC.

**KPMG comments regarding effect on the audit**

- The inter party balances are also recorded on the PMHC financial statements.
- These amounts are disclosed in the notes to the financial statements.

**Accounts Payable and Accrued Liabilities**

- Accounts payable are recorded as incurred and when the Métis nation has a constructive obligation to incur expenditures pursuant to the terms of funding agreements.
- Amounts accrued pursuant to these constructive obligations are \$331,243 at March 31, 2014 and \$746,510 at March 31, 2013

**KPMG comments regarding effect on the audit**

- KPMG examined accounts payable listings for accounts payable and agreed a sample of amounts to invoices.
- For amounts accrued KPMG reviewed the project budgets and the nature of amounts accrued based on outstanding tasks.
- These amounts are disclosed in the notes to the financial statements.

Provincial Métis Holdco Inc. (PMHC) years ended December 31, 2013 and 2012

- For the year ended December 31, 2013 PMHC had an excess of revenue over expenses of \$21,000 compared to \$26,000 for the year ended December 31, 2012.
- Contributing to this excess at December 31, 2013 and 2012 were the following:
  - Rental revenue of \$268,000 in 2013 compared to \$248,000 in 2012 (MNS rental revenue of \$247,000 in 2013 and \$181,000 in 2012 are included in this total).
  - Rental expense of \$157,000 in 2013 compared to \$145,000 in 2012.
  - With the move to a new office location in late 2013, \$19,000 in leasehold improvements was incurred. The leasehold improvements remaining unamortized balance in the previous location was fully amortized in 2013. The remaining amortization expense increased from \$34,000 in 2012 to \$52,000 in 2013. The new lease expires in September 2016.
  - The loan from Sask Métis Development Corporation was paid off in 2013.
  - Amounts due from Métis Nation of \$282,000 agree to amounts recorded in the Métis Nation financial statements.
  - Cash balances include amounts of deposit at the Royal Bank of Canada and amounts held in trust with a law firm.



## Significant qualitative aspects of accounting policies and practices

Our professional standards require that we communicate our views regarding the matters below, which represent judgments about significant qualitative aspects of accounting policies and practices. Judgments about quality cannot be measured solely against standards or objective criteria. These judgments are inherently those of the individual making the assessment: the engagement partner. However, although judgments about quality are those of the engagement partner, the views discussed below are not contrary to positions KPMG has taken.

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Significant accounting policies</b>                           | Significant accounting policies or practices are disclosed in Note 2 to the financial statements. There were no new significant accounting policies or practices were selected and applied during the year:                                                                                                                                                                                                                                                                                                                                               |
| <b>Significant accounting estimates</b>                          | <ul style="list-style-type: none"> <li>• Management's identification of accounting estimates:               <ul style="list-style-type: none"> <li>◦ Ability to continue as a going concern</li> <li>◦ Estimates of accrued liabilities under funding agreements</li> <li>◦ Collectibility of accounts receivable pursuant to funding agreements</li> <li>◦ Estimated useful lives of capital assets</li> </ul> </li> <li>• Indicators of possible management bias</li> <li>• Disclosure of estimation uncertainty in the financial statements</li> </ul> |
| <b>Critical disclosures and financial statement presentation</b> | <ul style="list-style-type: none"> <li>• The financial statements include disclosures and presentation requirements under the relevant financial reporting framework.</li> <li>• Misstatements, including omissions, if any, related to disclosure or presentation items are in the management representation letter included in the Appendices.</li> </ul>                                                                                                                                                                                               |

## Performance observations

As part of our audit process we communicate opportunities for improvements in financial or operational processes or controls should we become aware of them during our audit. During the course of our audits we are aware of certain matters and have discussed them with management and provided our recommendations.

The following is a synopsis of these performance improvement opportunities and our recommendations:

### Sources of funding

- The Métis Nation is reliant on federal and provincial government sources of funding and has very limited revenue from other sources. These types of funding are subject to uncertainty as to the availability and level of funds accessible. The Métis Nation has to submit work plans in order to access these funding sources and amounts received are subject to holdbacks and final approval by government departments.
- Métis Nations has, as previously described, incurred significant operating and working capital deficiency. Developing non-governmental sources of revenue or obtaining government funding to cover administrative or non-program activities may be crucial to the long-term financial volatility of the Métis Nation.

### Governance matters

- The Métis Nation's ability to operate effectively and efficiently and its ability to continue as a going concern has been limited by the inability of the organization to obtain consensus and accommodation amongst management, members of the Provincial Métis Council and the Métis Nation Legislative Assembly. This conflict has also resulted in unfavorable media reporting and may have damaged the ability of the Métis Nations to secure ongoing sources of funding. These disagreements have resulted in legal challenges and oversight by the Courts. The Métis Nation has also incurred significant legal and other expenses in relation to these matters.
- The ability of the Métis Nation to continue as a going concern is dependent upon successful resolution of these issues.

## Misstatements

### Identification of misstatements

Misstatements identified during the audit have been categorized as follows:

- corrected misstatements
- uncorrected misstatements

These corrected audit misstatements are included in the representation letter included in the Appendices. We did not identify any material misstatements that remain uncorrected.

## Appendices

**Auditors' reports and financial statements**

**Independence letters**

**Management representation letters**

**KPMG's Audit Quality Framework**

**Audit findings report to the audit committee**

**Page | 11**

# Auditors' report and financial statements

Previously distributed by management

## Independence letters

See attached



KPMG LLP  
500-475 2nd Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

Mr. Robert Doucette  
Métis Nation - Saskatchewan Secretariat Inc.  
231 Robin Crescent  
Saskatoon, SK S7L 6M8

October 16, 2014

Dear Mr. Doucette:

Professional standards specify that we communicate to you in writing all relationships between the Entity (and its related entities) and our firm, that may reasonably be thought to bear on our independence.

In determining which relationships to report, we consider relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation, covering such matters as:

- a) provision of services in addition to the audit engagement
- b) other relationships such as:
  - holding a financial interest, either directly or indirectly, in a client
  - holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client
  - personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client
  - economic dependence on a client

#### PROVISION OF SERVICES

The following summarizes the professional services rendered by us to the Entity (and its related entities) from April 1, 2013 up to the date of our auditors' report:

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.



| Type of service                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Audit of financial statements.</li><li>• Consultation on accounting issues</li></ul>                                                                                      |
| <b>All other</b>                                                                                                                                                                                                  |
| <ul style="list-style-type: none"><li>• Preparation of financial statements and related schedules and notes.</li><li>• Assistance with reconciliation of accounts and completion of accounting records.</li></ul> |

Professional standards require that we communicate the related safeguards that have been applied to eliminate identified threats to independence or to reduce them to an acceptable level. Although we have policies and procedures to ensure that we did not provide any prohibited services and to ensure that we have not audited our own work, we have applied the following safeguards regarding to the threats to independence listed above:

- We instituted policies and procedures to prohibit us from making management decisions or assuming responsibility for such decisions
- We obtained pre-approval of non-audit services and during this pre-approval process we discussed the nature of the engagement and other independence issues related to the services
- We obtained management's acknowledgement of responsibility for the results of the work performed by us regarding non-audit services and we have not made any management decisions or assumed responsibility for such decisions

#### OTHER RELATIONSHIPS

| Relationships                                                                                                   | Safeguards                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Long association of senior personnel with an assurance client</li></ul> | <ul style="list-style-type: none"><li>• Discuss with those charged with governance</li></ul> |

#### CONFIRMATION OF INDEPENDENCE

We confirm that we are independent with respect to the Entity (and its related entities) within the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation from April 1, 2013 up to the date of our auditors' report.

#### OTHER MATTERS

This letter is confidential and intended solely for use by those charged with governance in carrying out and discharging their responsibilities and should not be used for any other purposes.





KPMG shall have no responsibility for loss or damages or claims, if any, to or by any third party as this letter has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Yours very truly,

Chartered Accountants

Gordon M. Stewart, FCA  
*Audit and Business Advisory Services*



KPMG LLP  
Chartered Accountants  
500-475 2nd Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

Mr. Robert Doucette  
Métis Nation - Saskatchewan Secretariat Inc.  
406 Jessop Avenue  
Saskatoon, SK. S7N 2S5

August 1, 2013

Dear Mr. Doucette:

Professional standards specify that we communicate to you in writing all relationships between the Entity (and its related entities) and our firm, that may reasonably be thought to bear on our independence.

In determining which relationships to report, we are required to consider relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation, covering such matters as:

- a) provision of services in addition to the audit engagement
- b) other relationships such as:
  - holding a financial interest, either directly or indirectly, in a client
  - holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client
  - personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client
  - economic dependence on a client

#### PROVISION OF SERVICES

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KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.



| Description of Professional Service                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Audit</b> <ul style="list-style-type: none"><li>◦ Audit of financial statements.</li></ul>                                                                                                                                      |
| <b>All other</b> <ul style="list-style-type: none"><li>◦ Preparation of financial statements and related schedules and notes.</li><li>◦ Assistance with reconciliation of accounts and completion of accounting records.</li></ul> |

Professional standards require that we communicate the related safeguards that have been applied to eliminate identified threats to independence or to reduce them to an acceptable level. Although we have policies and procedures to ensure that we did not provide any prohibited services and to ensure that we have not audited our own work, we have applied the following safeguards regarding to the threats to independence listed above:

- We instituted policies and procedures to prohibit us from making management decisions or assuming responsibility for such decisions
- We obtained pre-approval of non-audit services and during this pre-approval process we discussed the nature of the engagement and other independence issues related to the services
- We obtained management's acknowledgement of responsibility for the results of the work performed by us regarding non-audit services and we have not made any management decisions or assumed responsibility for such decisions

#### OTHER RELATIONSHIPS

| Relationships                                                                                                   | Safeguards                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>◦ Long association of senior personnel with an assurance client</li></ul> | <ul style="list-style-type: none"><li>◦ Discuss with those charged with governance</li></ul> |

#### CONFIRMATION OF INDEPENDENCE

We confirm that we are independent with respect to the Entity (and its related entities) within the relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation from April 01, 2012 up to the date of our auditors' report.

#### OTHER MATTERS

This letter is confidential and intended solely for use by those charged with governance in carrying out and discharging their responsibilities and should not be used for any other purposes.



KPMG shall have no responsibility for loss or damages or claims, if any, to or by any third party as this letter has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Yours very truly,

KPMG LLP

Chartered Accountants

Gordon M. Stewart, FCA  
*Audit and Business Advisory Services*  
(306) 934-6203



KPMG LLP  
500-475 2nd Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 934-6200  
Fax (306) 934-6233  
Internet www.kpmg.ca

Mr. Robert Doucette  
Provincial Métis Holdco Inc.  
231 Robin Crescent  
Saskatoon, SK S7L 6M8

April 17, 2014

Dear Mr. Doucette:

Professional standards specify that we communicate to you in writing all relationships between the Entity (and its related entities) and our firm, that may reasonably be thought to bear on our independence.

In determining which relationships to report, we consider relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation, covering such matters as:

- a) provision of services in addition to the audit engagement
- b) other relationships such as:
  - holding a financial interest, either directly or indirectly, in a client
  - holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client
  - personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client
  - economic dependence on a client

#### PROVISION OF SERVICES

The following summarizes the professional services rendered by us to the Entity (and its related entities) from January 1, 2013 up to the date of our auditors' report:

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.



| Type of service                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <b>Audit</b> <ul style="list-style-type: none"><li>◦ Audit of the Entity's financial statements.</li></ul>                |
| <b>Non audit</b> <ul style="list-style-type: none"><li>◦ Preparation of financial statements and related notes.</li></ul> |

Professional standards require that we communicate the related safeguards that have been applied to eliminate identified threats to independence or to reduce them to an acceptable level. Although we have policies and procedures to ensure that we did not provide any prohibited services and to ensure that we have not audited our own work, we have applied the following safeguards regarding to the threats to independence listed above:

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- We obtained management's acknowledgement of responsibility for the results of the work performed by us regarding non-audit services and we have not made any management decisions or assumed responsibility for such decisions

#### **OTHER RELATIONSHIPS**

We are not aware of any other relationships between our firm and the Entity (and its related entities) that may reasonably be thought to bear on our independence from January 1, 2013 up to the date of our auditors' report.

#### **CONFIRMATION OF INDEPENDENCE**

We confirm that we are independent with respect to the Entity (and its related entities) within the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation from January 1, 2013 up to the date of our auditors' report.

#### **OTHER MATTERS**

This letter is confidential and intended solely for use by those charged with governance in carrying out and discharging their responsibilities and should not be used for any other purposes.



Provincial Métis Holdco Inc.  
April 17, 2014

KPMG shall have no responsibility for loss or damages or claims, if any, to or by any third party as this letter has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Yours very truly,

*KPMG LLP*

Chartered Accountants

Gordon M. Stewart, FCA  
*Audit and Business Advisory Services*



KPMG LLP  
Chartered Accountants  
500-475 2nd Avenue South  
Saskatoon Saskatchewan S7K 1P4  
Canada

Telephone (306) 834-6200  
Fax (306) 834-6233  
Internet www.kpmg.ca

Mr. Robert Doucette  
Provincial Métis Holdco Inc.  
406 Jessop Avenue  
Saskatoon, SK S7N 2S5

June 4, 2013

Dear Mr. Doucette:

Professional standards specify that we communicate to you in writing all relationships between the Entity (and its related entities) and our firm, that may reasonably be thought to bear on our independence.

In determining which relationships to report, we are required to consider relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation, covering such matters as:

- a) provision of services in addition to the audit engagement
- b) other relationships such as:
  - o holding a financial interest, either directly or indirectly, in a client
  - o holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client
  - o personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client
  - o economic dependence on a client

#### PROVISION OF SERVICES

The following summarizes the professional services rendered by us to the Entity (and its related entities) from January 01, 2012 up to the date of our auditors' report:

| Description of Professional Service                                                                        |
|------------------------------------------------------------------------------------------------------------|
| <b>Audit</b> <ul style="list-style-type: none"><li>o Audit of the Entity's financial statements.</li></ul> |

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.





Professional standards require that we communicate the related safeguards that have been applied to eliminate identified threats to independence or to reduce them to an acceptable level. Although we have policies and procedures to ensure that we did not provide any prohibited services and to ensure that we have not audited our own work, we have applied the following safeguards regarding to the threats to independence listed above:

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#### **OTHER RELATIONSHIPS**

We are not aware of any other relationships between our firm and the Entity (and its related entities) that may reasonably be thought to bear on our independence from January 01, 2012 up to the date of our auditors' report.

#### **CONFIRMATION OF INDEPENDENCE**

We confirm that we are independent with respect to the Entity (and its related entities) within the relevant rules and related interpretations prescribed by the relevant professional bodies and any applicable legislation or regulation from January 01, 2012 up to the date of our auditors' report.

#### **OTHER MATTERS**

This letter is confidential and intended solely for use by those charged with governance in carrying out and discharging their responsibilities and should not be used for any other purposes.

KPMG shall have no responsibility for loss or damages or claims, if any, to or by any third party as this letter has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Yours very truly,

Chartered Accountants

Gordon M. Stewart, FCA  
*Audit and Business Advisory Services*  
(306) 934-6203

## Management representation letters

See attached

MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.  
231 ROBIN CRESCENT  
SASKATOON, SK. S7L 6M8

KPMG LLP  
500-475 2nd Avenue South  
Saskatoon, Saskatchewan S7K 1P4  
Canada

October 16, 2014

Ladies and Gentlemen:

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of Métis Nation - Saskatchewan Secretariat Inc. ("the Entity") as at and for the period ended March 31, 2014.

We confirm that the representations we make in this letter are in accordance with the definitions as set out in **Attachment I** to this letter.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

**GENERAL:**

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated June 10, 2014, for:
  - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework
  - b) providing you with all relevant information, such as all financial records and related data and complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements, and access to such relevant information
  - c) such internal control as management determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error
  - d) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which management is aware.

**FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:**

- 3) We have disclosed to you:
- a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
  - b) all information in relation to fraud or suspected fraud that we are aware of and that affects the Entity and involves: management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements
  - c) all information in relation to allegations of fraud, or suspected fraud, affecting the Entity's financial statements, communicated by employees, former employees, regulators, or others
  - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements
  - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements

**SUBSEQUENT EVENTS:**

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

**RELATED PARTIES:**

- 5) We have disclosed to you the identity of the Entity's related parties and all the related party relationships and transactions / balances of which we are aware and all related party relationships and transactions / balances have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

**ESTIMATES:**

- 6) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

**NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:**

- 7) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002). We also confirm that the financial statements of the Entity will not be included in the consolidated financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

**GOING CONCERN:**

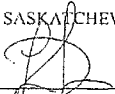
- 8) We have provided you with all relevant information regarding all of the key risk factors, assumptions and uncertainties of which we are aware that are relevant to the Entity's ability to continue as a going concern.
- 9) Material uncertainties that [may] cast [significant/substantial] doubt on the Entity's ability to continue as a going concern are fully disclosed in the financial statements.

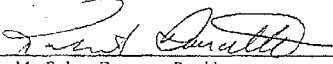
**MISSTATEMENTS:**

- 10) The effects of the uncorrected misstatements described in Attachment II are immaterial, both individually and in the aggregate, to the financial statements as a whole.
- 11) We approve the corrected misstatements identified by you during the audit described in Attachment II.

Yours very truly,

MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

  
By: Mr. Louis Gardiner, Treasurer

  
By: Mr. Robert Doucette, President

Attachment I – Definitions

**MATERIALITY**

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

**FRAUD & ERROR**

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

**RELATED PARTIES**

In accordance with Canadian generally accepted accounting principles *related party* is defined as:

- Related parties exist when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management and immediate family members.

In accordance with Canadian generally accepted accounting principles a *related party transaction* is defined as:

- A related party transaction is a transfer of economic resources or obligations between related parties, or the provision of services by one party to a related party, regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction. When the relationship arises as a result of the transaction, the transaction is not one between related parties.

Métis Nation - Saskatchewan Secretariat Inc.

Year End: March 31, 2014

Adjusting Journal Entries

Date: 4/9/2014 To 3/31/2014

G3

|                |                |                |              |
|----------------|----------------|----------------|--------------|
| Prepared by SR | Prepared by HC | Prepared by CM | Prepared by  |
| Reviewed by    | Reviewed by    | Post signoff   | Post signoff |
| 25 10 2014     |                |                | 03 05 2014   |

| Number                                                                                                       | Date      | Name                                               | Account No   | Reference | Annotation | Debit     | Credit     | Recurrence | Misstatement |
|--------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------|--------------|-----------|------------|-----------|------------|------------|--------------|
| 2                                                                                                            | 3/31/2014 | Deferred Grants for Capital Assets                 | 00-2075-0000 | 120       | 3 11       |           |            | 6 748 75   |              |
| 2                                                                                                            | 3/31/2014 | Genealogical-Equipment -                           | 35-5420-0000 | 120       | 3 11       | 6 748 75  |            |            |              |
| 2                                                                                                            | 3/31/2014 | Genealogical & Historical -                        | 35-4000-0000 | 120       | 3 11       | 6 748 75  |            |            |              |
| 2                                                                                                            | 3/31/2014 | Genealogical - Equipment                           | 35-5420-0000 | 120       | 3 11       |           | 6 748 75   |            |              |
| To capitalize equipment purchases for the genealogical program during 2013/14                                |           |                                                    |              |           |            |           |            |            |              |
| 3                                                                                                            | 3/31/2014 | Accumulated Depreciation                           | 00-1310-0000 | 120       | 3 11       |           | 680 10     |            |              |
| 3                                                                                                            | 3/31/2014 | Amortization Expense                               | 00-5505-0000 | 120       | 3 11       | 759 47    |            |            |              |
| 3                                                                                                            | 3/31/2014 | Provinc - Accumulated Depreciation                 | 01-1310-0000 | 120       | 3 11       |           | 23,609 81  |            |              |
| 3                                                                                                            | 3/31/2014 | Amortization                                       | 01-5505-0000 | 120       | 3 11       | 23,609 81 |            |            |              |
| 3                                                                                                            | 3/31/2014 | DFO-Accumulated Depreciation                       | 11-1310-0000 | 120       | 3 11       |           | 127 50     |            |              |
| 3                                                                                                            | 3/31/2014 | Amortization expense                               | 11-5505-0000 | 120       | 3 11       | 127 50    |            |            |              |
| 3                                                                                                            | 3/31/2014 | Youth Council-Accumulated Depreciation             | 13-1310-0000 | 120       | 3 11       |           | 79 37      |            |              |
| 3                                                                                                            | 3/31/2014 | Health - Acc. Depreciation                         | 15-1310-0000 | 120       | 3 11       |           | 557 98     |            |              |
| 3                                                                                                            | 3/31/2014 | Health Director Initiative - Amortization          | 16-5505-0004 | 120       | 3 11       | 557 98    |            |            |              |
| 3                                                                                                            | 3/31/2014 | Genealogical-Acc. Depreciation                     | 35-1310-0000 | 120       | 3 11       |           | 35 465 29  |            |              |
| 3                                                                                                            | 3/31/2014 | Genealogical - Amortization                        | 35-5505-0000 | 120       | 3 11       | 35 465 29 |            |            |              |
| To record amortization expense per capital asset working paper                                               |           |                                                    |              |           |            |           |            |            |              |
| 4                                                                                                            | 3/31/2014 | Deferred Grants for Capital Assets                 | 00-2075-0000 | 120       | 3 11       | 59,001 20 |            |            |              |
| 4                                                                                                            | 3/31/2014 | Federal Government - OFI                           | 01-4000-0000 | 120       | 3 11       |           | 13,714 83  |            |              |
| 4                                                                                                            | 3/31/2014 | Federal Government - OFI                           | 01-4000-0000 | 120       | 3 11       |           | 9,791 00   |            |              |
| 4                                                                                                            | 3/31/2014 | Funds - Federal                                    | 02-4000-0000 | 120       | 3 11       |           |            |            |              |
| 4                                                                                                            | 3/31/2014 | Genealogical & Historical -                        | 35-4000-0000 | 120       | 3 11       |           | 35 465 29  |            |              |
| To amortize deferred grants for capital assets for the current year (previous with Rahuy)                    |           |                                                    |              |           |            |           |            |            |              |
| 5                                                                                                            | 3/31/2014 | Deferred Revenue                                   | 00-2070-0000 | 190       | 1 101      | 33 070 56 |            |            |              |
| 5                                                                                                            | 3/31/2014 | Deferred Revenue                                   | 00-2070-0000 | 190       | 1 101      | 7 448 75  |            |            |              |
| 5                                                                                                            | 3/31/2014 | Green Light Program - Saskatchewan Health Register | 12-4065-0000 | 190       | 1 101      |           | 2,448 75   |            |              |
| 5                                                                                                            | 3/31/2014 | Funding - Ministry of Education                    | 14-4037-0000 | 190       | 1 101      |           | 33,070 56  |            |              |
| To recognize deferred revenue as revenue for Sask education and green light program                          |           |                                                    |              |           |            |           |            |            |              |
| 6                                                                                                            | 3/31/2014 | Deferred Revenue                                   | 00-2070-0000 | 190       | 1 101      |           | 51,201 78  |            |              |
| 6                                                                                                            | 3/31/2014 | Environment Canada Funding                         | 06-4005-0000 | 190       | 1 101      | 3,838 28  |            |            |              |
| 6                                                                                                            | 3/31/2014 | Heritage - Ministry of Environment                 | 16-4038-0000 | 190       | 1 101      |           | 1,034 58   |            |              |
| 6                                                                                                            | 3/31/2014 | Provincial Funding - Ministry of Social Service    | 30-4031-0000 | 190       | 1 101      |           | 12,040 96  |            |              |
| 6                                                                                                            | 3/31/2014 | Provincial Funding - Health                        | 35-4035-0000 | 190       | 1 101      |           |            |            |              |
| 6                                                                                                            | 3/31/2014 | Funding Federal                                    | 42-4005-0000 | 190       | 1 101      | 1 745 81  |            |            |              |
| 6                                                                                                            | 3/31/2014 | Trans Canada Energy                                | 43-4011-0000 | 190       | 1 101      | 8 601 96  |            |            |              |
| 6                                                                                                            | 3/31/2014 | Provincial Funding - Saskatchewan                  | 44-4030-0000 | 190       | 1 101      |           | 22 047 50  |            |              |
| 6                                                                                                            | 3/31/2014 | Funding - Federal                                  | 45-4020-0000 | 190       | 1 101      | 1,560 55  |            |            |              |
| To record deferred revenue for programs that can not be recognized as at March 31, 2014 for the 2013-14 year |           |                                                    |              |           |            |           |            |            |              |
| 7                                                                                                            | 3/31/2014 | General Legal Expense Account                      | 5400-0000    | 210       | 5 1        | 42,187 24 |            |            |              |
| 7                                                                                                            | 3/31/2014 | Account Payable                                    | 00-2060-0000 | 210       | 5 1        | 86,584 83 |            |            |              |
| 7                                                                                                            | 3/31/2014 | Due to HCL/DCCO                                    | 00-2080-0000 | 210       | 5 1        |           | 132,751 67 |            |              |
| To record related party transactions due to PHMO not recorded as at March 31, 2014                           |           |                                                    |              |           |            |           |            |            |              |
| 8                                                                                                            | 3/31/2014 | Account Payable                                    | 00-2060-0000 | 210       | 5 1        |           | 28 333 00  |            |              |
| 8                                                                                                            | 3/31/2014 | MNLA Sept 2013 Expenses                            | 00-5570-0000 | 210       | 5 1        | 28 333 00 |            |            |              |
| Correction To record repayment of MNLA expenses as expenses instead of reduction in AP                       |           |                                                    |              |           |            |           |            |            |              |
| 9                                                                                                            | 3/31/2014 | General Legal Expense Account                      | 5400-0000    | 210       | 3 2        | 73,170 10 |            |            |              |
| 9                                                                                                            | 3/31/2014 | Account Payable                                    | 00-2060-0000 | 210       | 3 2        |           | 73 170 10  |            |              |
| To record additional legal expenses                                                                          |           |                                                    |              |           |            |           |            |            |              |
| 10                                                                                                           | 3/31/2014 | Accounts Receivable                                | 00-1100-0000 | 190       | 1 101      | 3,501 87  |            |            |              |
| 10                                                                                                           | 3/31/2014 | Deferred Revenue                                   | 00-2070-0000 | 190       | 1 101      | 50,332 33 |            |            |              |
| 10                                                                                                           | 3/31/2014 | Provincial Funding - PHMR                          | 19-4030-0000 | 190       | 1 101      |           | 33 865 00  |            |              |
| To record MERMAC adjustments                                                                                 |           |                                                    |              |           |            |           |            |            |              |

|                |                |                |              |
|----------------|----------------|----------------|--------------|
| Prepared by SR | Prepared by RL | Prepared by CM | Prepared by  |
| Reviewed by    | Reviewed by    | Post signoff   | Post signoff |
| 05/10/2014     |                |                | 05/13/2014   |

| Number                                                                                                                                                                | Date      | Name                          | Account No   | Reference | Annotation | Debit      | Credit     | Recurrence | Misstatement |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------|--------------|-----------|------------|------------|------------|------------|--------------|
| 11                                                                                                                                                                    | 3/31/2014 | Bank Bank Secretariat         | 00-1010-0000 | 220       | 3 1 105    | 89,864.03  |            |            |              |
| 11                                                                                                                                                                    | 3/31/2014 | Account Payable               | 00-2000-0000 | 220       | 3 1 105    |            | 89,864.03  |            |              |
| To reverse old cheque and correct understated AP                                                                                                                      |           |                               |              |           |            |            |            |            |              |
| 14                                                                                                                                                                    | 3/31/2014 | Accounts Receivable           | 00-1200-0000 |           |            |            | 1,992.86   |            |              |
| 14                                                                                                                                                                    | 3/31/2014 | Deferred Revenue              | 00-2070-0000 |           |            | 1,992.86   |            |            |              |
| To reclassify offset deferred revenue and accounts receivable for Powhey Consultation - Muskegweh Petash Mining Project for financial statement presentation purposes |           |                               |              |           |            |            |            |            |              |
| 15                                                                                                                                                                    | 3/31/2014 | Accrued Liabilities - 2013/14 | 00-2060-0000 |           |            |            | 1,745.81   |            |              |
| 15                                                                                                                                                                    | 3/31/2014 | Deferred Revenue              | 00-2070-0000 |           |            | 1,745.81   |            |            |              |
| 15                                                                                                                                                                    | 3/31/2014 | Funding Federal               | 42-4000-0000 |           |            |            | 1,745.81   |            |              |
| 15                                                                                                                                                                    | 3/31/2014 | Administration Fee            | 42-5195-0000 |           |            | 1,745.81   |            |            |              |
| To accrue for Cultural Connections for Aboriginal Youth committed prior to the end of the fiscal year                                                                 |           |                               |              |           |            |            |            |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Administration-Computers      | 00-1302-0000 | 120       | 3 1 1      | 16,939.23  |            |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Accumulated Depreciation      | 00-1310-0000 | 120       | 3 1 1      |            | 16,069.52  |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Accumulated Depreciation      | 00-1310-0000 | 120       | 3 1 1      |            |            |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Impairment - Computers        | 02-1302-0000 | 120       | 3 1 1      |            | 14,814.40  |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Impairment - Acc Depreciation | 02-1310-0000 | 120       | 3 1 1      | 10,000.52  |            |            |              |
| 16                                                                                                                                                                    | 3/31/2014 | Interal - Computers           | 18-1302-0000 | 120       | 3 1 1      |            | 2,124.83   |            |              |
| To reclassify computer equipment from discontinued programs to administration                                                                                         |           |                               |              |           |            |            |            |            |              |
|                                                                                                                                                                       |           |                               |              |           |            | 608,658.16 | 608,658.16 |            |              |
| Net Income (Loss)                                                                                                                                                     |           |                               | (156,723.77) |           |            |            |            |            |              |



|                              |                |                |                              |
|------------------------------|----------------|----------------|------------------------------|
| Prepared by SR               | Prepared by HL | Prepared by CM | Prepared by<br>cc 2014-08-05 |
| Reviewed by<br>CS 2014-10-01 | Reviewed by    | Post signoff   | Post signoff                 |

| Number                                                                                                        | Date       | Name                                            | Account No   | Reference  | Annotation | Debit     | Credit    | Recurrence | Misstatement |
|---------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------|--------------|------------|------------|-----------|-----------|------------|--------------|
| 12                                                                                                            | 2014-03-31 | Suicide Prevention - Coordinator                | 27-5971-0000 | 190, 1.101 |            | 1,525.54  |           |            |              |
| 12                                                                                                            | 2014-03-31 | Suicide Prevention - Travel                     | 27-5360-0000 | 190, 1.101 |            | 4,660.25  |           |            |              |
| 12                                                                                                            | 2014-03-31 | Suicide Prevention - Professional Fees          | 27-5410-0000 | 190, 1.101 |            | 1,771.87  |           |            |              |
| 12                                                                                                            | 2014-03-31 | Suicide Prevention - Administration             | 27-5495-0000 | 190, 1.101 |            | 215.66    |           |            |              |
| 12                                                                                                            | 2014-03-31 | Suicide Prevention - Communication/Distribution | 27-5832-0000 | 190, 1.101 |            | 7,352.04  |           |            |              |
| 12                                                                                                            | 2014-03-31 | Health Department - Director Salary             | 39-6048-0000 | 190, 1.101 |            |           | 1,526.54  |            |              |
| 12                                                                                                            | 2014-03-31 | Health Department - Travel Expense              | 39-5350-0000 | 190, 1.101 |            |           | 4,660.25  |            |              |
| 12                                                                                                            | 2014-03-31 | Professional Fees                               | 39-5510-0000 | 190, 1.101 |            |           | 1,771.87  |            |              |
| 12                                                                                                            | 2014-03-31 | Video                                           | 39-5620-0000 | 190, 1.101 |            |           | 5,427.50  |            |              |
| 12                                                                                                            | 2014-03-31 | Printing and Photocopying                       | 39-5485-0000 | 190, 1.101 |            |           | 1,054.54  |            |              |
| 12                                                                                                            | 2014-03-31 | Health Department - Administration Fee          | 39-5496-0000 | 190, 1.101 |            |           | 215.66    |            |              |
| To reclassify suicide prevention expenses from Health Director Programme                                      |            |                                                 |              |            |            |           |           |            |              |
| 13                                                                                                            | 2014-03-31 | Deferred Revenue                                | 00-2070-0000 | 190, 1.101 |            | 35,075.28 |           |            |              |
| 15                                                                                                            | 2014-03-31 | Provincial Funding - Ministry of Health         | 27-4055-0000 | 190, 1.101 |            |           | 9,333.12  |            |              |
| 13                                                                                                            | 2014-03-31 | Provincial Funding - Ministry of Health         | 27-4055-0000 | 190, 1.101 |            |           | 5,623.70  |            |              |
| 15                                                                                                            | 2014-03-31 | Provincial Funding - Health                     | 39-4035-0000 | 190, 1.101 |            | 9,333.12  |           |            |              |
| 13                                                                                                            | 2014-03-31 | Provincial Funding - Health                     | 39-4035-0000 | 190, 1.101 |            |           | 32,455.65 |            |              |
| To reclassify Ministry of Health funding relating to suicide prevention programme expenses (also see 190 0-4) |            |                                                 |              |            |            |           |           |            |              |
|                                                                                                               |            |                                                 |              |            |            | 62,968.96 | 62,968.96 |            |              |
| Net Income (Loss)                                                                                             |            |                                                 | (159,723.77) |            |            |           |           |            |              |

Métis Nation - Saskatchewan Secretariat Inc.

Year End: March 31, 2014  
 Engagement properties  
 Date: 2013-04-01 To: 2014-03-31

G5

|                              |                 |                |                              |
|------------------------------|-----------------|----------------|------------------------------|
| Prepared by SR               | Prepared by JLC | Prepared by CM | Prepared by<br>on 2014-09-05 |
| Reviewed by<br>G3 2014-10-01 | Reviewed by     | Post signoff   | Post signoff                 |

| Number                                                                                  | Date       | Name                      | Account No   | Reference Annotation | Debit     | Credit    | Recurrence | Misstatement |
|-----------------------------------------------------------------------------------------|------------|---------------------------|--------------|----------------------|-----------|-----------|------------|--------------|
| 1                                                                                       | 2014-03-31 | Prepaid Expenses          | 00-6000-0000 | 120 3. 12            | 11,160.51 |           |            |              |
| 1                                                                                       | 2014-03-31 | IT Requirements/Equipment | 33-5420-0000 | 120 3. 12            |           | 1,004.45  |            |              |
| 1                                                                                       | 2014-03-31 | Advanced Data Systems     | 33-5431-0000 | 120 3. 12            |           | 10,156.06 |            |              |
| To record prepaid expense for expenses relating to period March 1, 2014 to Feb 28, 2015 |            |                           |              |                      |           |           |            |              |
|                                                                                         |            |                           |              |                      | 11,160.51 | 11,160.51 |            |              |
| Net Income (Loss)                                                                       |            |                           | (148,563.26) |                      |           |           |            |              |

# RETURN TO KPMG

MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.  
406 JESSOP AVENUE  
SASKATOON, SK S7N 2S5

KPMG LLP  
Chartered Accountants  
500-475 2nd Avenue South  
Saskatoon, Saskatchewan S7K 1P4  
Canada



August 01, 2013

Ladies and Gentlemen:

We are writing at your request to confirm our understanding that your audits were for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of Métis Nation - Saskatchewan Secretariat Inc. ("the Entity"), which comprise the statements of financial position as at March 31, 2013, March 31, 2012 and April 01, 2011, the statements of operations, changes in net assets and cash flows for the years ended March 31, 2013 and March 31, 2012, and notes, comprising a summary of significant accounting policies and other explanatory information. These financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations.

We confirm that the representations we make in this letter are in accordance with the definitions as set out in Attachment I to this letter.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

#### GENERAL:

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated May 7, 2013, for:
  - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework
  - b) providing you with all relevant information, such as all financial records and related data and complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements, and access to such relevant information
  - c) such internal control as management determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error

- d) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which management is aware.

**FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:**

- 3) We have disclosed to you:
  - a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
  - b) all information in relation to fraud or suspected fraud that we are aware of and that affects the Entity and involves: management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements
  - c) all information in relation to allegations of fraud, or suspected fraud, affecting the Entity's financial statements, communicated by employees, former employees, regulators, or others
  - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements
  - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements

**SUBSEQUENT EVENTS:**

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

**RELATED PARTIES:**

- 5) We have disclosed to you the identity of the Entity's related parties and all the related party relationships and transactions of which we are aware and all related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

**ESTIMATES:**

- 6) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

**NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:**

- 7) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002). We also confirm that the financial statements of the Entity will not be included in the consolidated financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

**MISSTATEMENTS:**

- 8) The effects of the uncorrected misstatements described in Attachment II are immaterial, both individually and in the aggregate, to the financial statements as a whole.
- 9) We approve the corrected misstatements identified by you during the audit described in Attachment II.

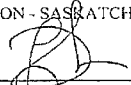
**OTHER:**

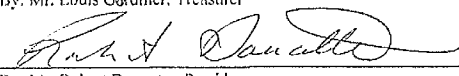
10) GOING CONCERN:

The financial statements disclose all of the matters of which we are aware that are relevant to the Entity's ability to continue as a going concern, including significant conditions and events. We confirm that we have disclosed to you our plans for future action relevant to the Entity's ability to continue as a going concern.

Yours very truly,

MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC.

  
By: Mr. Louis Gardiner, Treasurer

  
By: Mr. Robert Doucette, President

**Attachment I – Definitions**

**MATERIALITY**

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

**FRAUD & ERROR**

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

**RELATED PARTIES**

In accordance with Canadian generally accepted accounting principles *related party* is defined as:

- Related parties exist when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management and immediate family members.

In accordance with Canadian generally accepted accounting principles a *related party transaction* is defined as:

- A related party transaction is a transfer of economic resources or obligations between related parties, or the provision of services by one party to a related party, regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction. When the relationship arises as a result of the transaction, the transaction is not one between related parties.

Métis Nation - Saskatchewan Secretariat Inc.

Year End: March 31, 2013  
 Adjusting Journal Entries  
 Date: 4/1/2012 To 3/31/2013

G3

|                                |                |                |              |
|--------------------------------|----------------|----------------|--------------|
| Prepared by SR<br>Ch 5/24/2013 | Prepared by RL | Prepared by CM | Prepared by  |
| Reviewed by<br>10 7/1/2013     | Reviewed by    | Post signoff   | Post signoff |

| Number                                                                                                                                                                                                                                                   | Date      | Name                                      | Account No    | Reference   | Annotation | Debit     | Credit    | Recurrence |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------|---------------|-------------|------------|-----------|-----------|------------|
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | GST Receivable                            | 00-1210-0000  | 120 3 14    |            |           |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Administration- Contingents               | 00-1302-0000  | 120 3 14    |            |           |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Tripartite - Computers                    | 02-1302-0000  | 120 3 14    |            | 4,249.00  |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Website Maintenance                       | 02-5401-0000  | 120 3 14    |            |           | 4,249.00  |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Blatent-Computers                         | 18-1302-0000  | 120 3 14    |            | 2,124.83  |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Blatent - Server                          | 18-5402-0000  | 120 3 14    |            |           | 2,124.83  |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Pewley AvRegistry-Computers               | 33-1302-0000  | 120 3 14    |            | 19,582.00 |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Tech Support                              | 33-5510-0000  | 120 3 14    |            |           | 19,582.00 |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical-Computer                     | 35-1302-0000  | 120 3 14    |            | 13,207.55 |           |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical & Historical-Website         | 35-5401-0000  | 120 3 14    |            |           | 9,377.36  |            |
| 2                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical & Historical - Server        | 35-5402-0000  | 120 3 14    |            |           | 3,950.19  |            |
| To capitalize the new computers bought for the MNS staff                                                                                                                                                                                                 |           |                                           |               |             |            |           |           |            |
| 3                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical-Computer                     | 35-1302-0000  | 120 3 15    |            | 12,225.20 |           |            |
| 3                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical & Historical - Equipment     | 35-5420-0000  | 120 3 15    |            |           | 9,468.69  |            |
| 3                                                                                                                                                                                                                                                        | 3/31/2013 | Furniture-Equipment                       | 35-5425-0000  | 120 3 15    |            |           | 2,755.51  |            |
| To reverse the equipment and furniture that was expensed and capitalize the microfilm scanner under computers                                                                                                                                            |           |                                           |               |             |            |           |           |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | GST Receivable                            | 00-1210-0000  |             |            | 24.05     |           |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | Account Payable                           | 00-2080-0000  |             |            |           | 1,009.84  |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | Administration                            | 02-5495-0000  |             |            | 214.27    |           |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | Administration                            | 02-5455-0000  |             |            | 214.27    |           |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | Administration                            | 14-5495-0000  |             |            | 278.62    |           |            |
| 5                                                                                                                                                                                                                                                        | 3/31/2013 | Administration                            | 14-5495-0000  |             |            | 278.62    |           |            |
| Proposed by client                                                                                                                                                                                                                                       |           |                                           |               |             |            |           |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Accumulated Depreciation                  | 00-1310-0000  | 120 3 11    |            |           | 1,006.36  |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Deferred Grants for Capital Assets        | 00-2075-0000  | 120 3 11    |            | 36,548.55 |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Amortization Expense                      | 00-5505-0000  | 120 3 11    |            | 1,006.36  |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Amortization Expense                      | 00-5505-0000  | 120 3 11    |            | 158.75    |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Pewley- Accumulated Depreciation          | 01-1310-0000  | 120 3 11    |            |           | 20,374.37 |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Federal Government - OFI                  | 01-4000-0000  | 120 3 11    |            |           | 20,226.69 |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Amortization                              | 01-5505-0000  | 120 3 11    |            | 20,374.37 |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Tripartite- Acc. Depreciation             | 02-1310-0000  | 120 3 11    |            |           | 495.22    |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Amortization                              | 02-5505-0000  | 120 3 11    |            | 495.22    |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | DTC-Accumulated Depreciation              | 11-1310-0000  | 120 3 11    |            |           | 255.19    |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Amortization expense                      | 11-5505-0000  | 120 3 11    |            | 255.19    |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Youth Council-Accumulated Depreciation    | 13-1310-0000  | 120 3 11    |            |           | 158.75    |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Health - Acc. Depreciation                | 15-1310-0000  | 120 3 11    |            |           | 822.74    |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Health Director Initiative - Amortization | 15-5505-0000  | 120 3 11    |            | 822.74    |           |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical-Acc. Depreciation            | 35-1310-0000  | 120 3 11    |            |           | 18,321.99 |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical & Historical -               | 35-4000-0000  | 120 3 11    |            |           | 18,321.99 |            |
| 6                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical - Amortization               | 35-5505-0000  | 120 3 11    |            | 18,321.99 |           |            |
| To record amortization expense per capital asset working paper                                                                                                                                                                                           |           |                                           |               |             |            |           |           |            |
| 7                                                                                                                                                                                                                                                        | 3/31/2013 | Deferred Grants for Capital Assets        | 00-2075-0000  | 120 3 11    |            |           | 49,264.46 |            |
| 7                                                                                                                                                                                                                                                        | 3/31/2013 | Funds - Federal                           | 02-4000-0000  | 120 3 11    |            | 2,124.83  |           |            |
| 7                                                                                                                                                                                                                                                        | 3/31/2013 | Provincial Funding - FALMR                | 02-4090-0000  | 120 3 11    |            | 2,124.83  |           |            |
| 7                                                                                                                                                                                                                                                        | 3/31/2013 | Funds - Federal                           | 33-4000-0000  | 120 3 11    |            |           | 19,582.00 |            |
| 7                                                                                                                                                                                                                                                        | 3/31/2013 | Genealogical & Historical -               | 35-4000-0000  | 120 3 11    |            | 25,432.75 |           |            |
| To record grants for capital assets purchased for the Genealogical program                                                                                                                                                                               |           |                                           |               |             |            |           |           |            |
| 8                                                                                                                                                                                                                                                        | 3/31/2013 | Accounts Receivable                       | 00-1200-0000  | 100 3 1 102 |            |           | 92,956.80 |            |
| 8                                                                                                                                                                                                                                                        | 3/31/2013 | Allowance for doubtful account            | 09-1201-0000  | 100 3 1 102 |            | 11,500.00 |           |            |
| 8                                                                                                                                                                                                                                                        | 3/31/2013 | Account Payable                           | 00-2050-0000  | 100 3 1 102 |            |           | 92,956.80 |            |
| 8                                                                                                                                                                                                                                                        | 3/31/2013 | Recovery of holdbacks receivable          | K00-5000-0000 | 100 3 1 102 |            |           | 11,500.00 |            |
| To eliminate the INAC receivable and corresponding payable since these amounts have been net settled subsequent to year end. KPMG noted that INAC and MNS reconciled the amounts owing as part of the net settlement and excluded this amount from their |           |                                           |               |             |            |           |           |            |

Métis Nation - Saskatchewan Secretariat Inc.  
 Year End: March 31, 2013  
 Adjusting Journal Entries  
 Date: 4/1/2012 To 3/31/2013

G3-1

|                                |                |                |              |
|--------------------------------|----------------|----------------|--------------|
| Prepared by SR<br>CB 6/24/2013 | Prepared by RL | Prepared by CM | Prepared by  |
| Reviewed by<br>TD 7/18/2012    | Reviewed by    | Post signoff   | Post signoff |

| Number                                                                                                               | Date      | Name                                            | Account No   | Reference | Annotation | Debit      | Credit     | Recurrence |
|----------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------|--------------|-----------|------------|------------|------------|------------|
| payment.                                                                                                             |           |                                                 |              |           |            |            |            |            |
| 9                                                                                                                    | 3/31/2013 | Accrued Liabilities - 2012/13                   | 00-2067-0000 | 210.      | 3.4.2      |            | 4,718.27   |            |
| 9                                                                                                                    | 3/31/2013 | Audit Service                                   | 00-5300-0000 | 210.      | 3.4.2      | 4,718.27   |            |            |
| Accrue quit fee to be consistent with engagement letter.                                                             |           |                                                 |              |           |            |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Accounts Receivable                             | 00-1200-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Accounts Receivable                             | 00-1200-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Accounts Receivable                             | 00-1200-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 38,079.36  |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 33,070.96  |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 30,303.33  |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 18,756.70  |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 2,448.75   |            |
| 10                                                                                                                   | 3/31/2013 | Deferred Revenue                                | 00-2070-0000 | 150.      | 3.1.100    |            | 13,551.63  |            |
| 10                                                                                                                   | 3/31/2013 | Funds - Federal                                 | 02-4000-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Provincial Funding - FNMR                       | 02-4000-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Environmental Canada Funding                    | 06-4000-0000 | 150.      | 3.1.100    | 13,551.63  |            |            |
| 10                                                                                                                   | 3/31/2013 | Green Light Program - Saskatoon Health Region   | 12-4965-0000 | 150.      | 3.1.100    | 2,448.75   |            |            |
| 10                                                                                                                   | 3/31/2013 | Funding - Ministry of Education                 | 14-4037-0000 | 150.      | 3.1.100    | 33,070.96  |            |            |
| 10                                                                                                                   | 3/31/2013 | Provincial Funding - FNMR                       | 19-4030-0000 | 150.      | 3.1.100    | 30,303.33  |            |            |
| 10                                                                                                                   | 3/31/2013 | Provincial Funding - Health                     | 26-4035-0000 | 150.      | 3.1.100    | 36,079.36  |            |            |
| 10                                                                                                                   | 3/31/2013 | Funding Federal                                 | 29-4000-0000 | 150.      | 3.1.100    |            |            |            |
| 10                                                                                                                   | 3/31/2013 | Provincial Funding - Ministry of Social Service | 30-4031-0000 | 150.      | 3.1.100    | 18,766.70  |            |            |
| 10                                                                                                                   | 3/31/2013 | Funds - Federal                                 | 33-4000-0000 | 150.      | 3.1.100    |            |            |            |
| To record deferred revenue for unspent funding.                                                                      |           |                                                 |              |           |            |            |            |            |
| 13                                                                                                                   | 3/31/2013 | Funding Repayments                              | 00-5700-0000 | 410.      | 3.1.5      |            | 5,000.00   |            |
| 13                                                                                                                   | 3/31/2013 | Loan Receivable STB Land Mgt Inc.               | 04-1220-0000 | 410.      | 3.1.5      | 5,000.00   |            |            |
| To reverse amount payable to Bank to Batoche as a result of funding clawbacks related to Bank to Batoche activities. |           |                                                 |              |           |            |            |            |            |
|                                                                                                                      |           |                                                 |              |           |            | 432,042.68 | 432,042.68 |            |
| Net Income (Loss)                                                                                                    |           |                                                 | (135,734.51) |           |            |            |            |            |



# RETURN TO KPMG

PROVINCIAL MÉTIS HOLDCO INC.  
231 ROBIN CRESCENT  
SASKATOON, SK S7L 6M8

KPMG LLP  
500-475 2nd Avenue South  
Saskatoon, Saskatchewan S7K 1P4  
Canada



April 17, 2014

Ladies and Gentlemen:

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of Provincial Métis Holdco Inc. ("the Entity") as at and for the period ended December 31, 2013.

We confirm that the representations we make in this letter are in accordance with the definitions as set out in Attachment 1 to this letter.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

**GENERAL:**

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated , for:
  - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework
  - b) providing you with all relevant information, such as all financial records and related data and complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements, and access to such relevant information
  - c) such internal control as management determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error
  - d) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which management is aware.

**FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:**

- 3) We have disclosed to you:
- a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
  - b) all information in relation to fraud or suspected fraud that we are aware of and that affects the Entity and involves: management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements
  - c) all information in relation to allegations of fraud, or suspected fraud, affecting the Entity's financial statements, communicated by employees, former employees, regulators, or others
  - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements
  - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements

**SUBSEQUENT EVENTS:**

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

**RELATED PARTIES:**

- 5) We have disclosed to you the identity of the Entity's related parties and all the related party relationships and transactions of which we are aware and all related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

**ESTIMATES:**

- 6) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

**NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:**

- 7) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002). We also confirm that the financial statements of the Entity will not be included in the consolidated financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

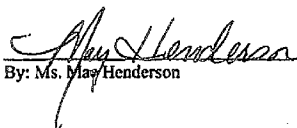
**MISSTATEMENTS:**

- 8) We approve the corrected misstatements identified by you during the audit described in Attachment II.

Yours very truly,

PROVINCIAL MÉTIS HOLDCO INC.

  
By: Mr. Robert Doucette, Chairman

  
By: Ms. May Henderson

By: Mr. Louis Gardiner, Treasurer

Attachment I - Definitions

**MATERIALITY**

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

**FRAUD & ERROR**

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

**RELATED PARTIES**

In accordance with Canadian generally accepted accounting principles *related party* is defined as:

- when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management and immediate family members.

In accordance with Canadian generally accepted accounting principles a *related party transaction* is defined as:

- a transfer of economic resources or obligations between related parties, or the provision of services by one party to a related party, regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction. When the relationship arises as a result of the transaction, the transaction is not one between related parties.

Provincial Métis Holdings Inc.  
 Year End: December 31, 2013  
 Adjusting Journal Entries  
 Date: 2013-01-01 To 2013-12-31

G3

|                              |                              |                             |                             |
|------------------------------|------------------------------|-----------------------------|-----------------------------|
| Prepared by<br>MR 2014-04-14 | Prepared by<br>GS 2014-08-22 | Prepared by<br>Post signoff | Reviewed by<br>Post signoff |
| Reviewed by<br>TD 2014-04-11 | Reviewed by<br>GS 2014-08-22 | Post signoff                | Post signoff                |

| Number                                                                                                                                                                                                           | Date       | Name                              | Account No       | Reference Annotation | Debit             | Credit            | Reverses | Statement |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------|------------------|----------------------|-------------------|-------------------|----------|-----------|
| 1                                                                                                                                                                                                                | 2013-12-31 | Assets-Leasehold Improvements-    | 1250             | 3.2.3                | 18,843.50         |                   |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Assets-Leasehold Improvements-    | 1250             | 3.2.3                |                   | 129,833.18        |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Accumulated Depreciation          | 1310             | 3.2.3                |                   | 1,551.13          |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Accumulated Depreciation          | 1310             | 3.2.3                | 78,089.78         |                   |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Building Repairs and Maintenance  | 5000             | 3.2.3                |                   | 1,563.50          |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Expenses                          | 5000             | 3.2.3                |                   | 17,050.00         |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Amortization expense              | 5415             | 3.2.3                | 50,843.42         |                   |          |           |
| 1                                                                                                                                                                                                                | 2013-12-31 | Amortization expense              | 5415             | 3.2.3                | 1,551.13          |                   |          |           |
| To fully amortize and derecognize the previous leasehold improvements in the old office building and to record the amortization expense associated with new leasehold improvements incurred in the current year. |            |                                   |                  |                      |                   |                   |          |           |
| 2                                                                                                                                                                                                                | 2013-12-31 | Prepaid Expenses                  | 1600             | 3.2.1                |                   | 14,580.30         |          |           |
| 2                                                                                                                                                                                                                | 2013-12-31 | Office Rent                       | 5460             | 3.2.1                | 14,580.30         |                   |          |           |
| To recognize office expense that was incorrectly included in prepaid expenses at year end.                                                                                                                       |            |                                   |                  |                      |                   |                   |          |           |
| 3                                                                                                                                                                                                                | 2013-12-31 | Accrued Interest Payable          | 2070             | 3.2.2                | 38.90             |                   |          |           |
| 3                                                                                                                                                                                                                | 2013-12-31 | Liability-SMEDCO Loan Payable-    | 2093             | 3.2.2                | 8,441.27          |                   |          |           |
| 3                                                                                                                                                                                                                | 2013-12-31 | Loan Payment                      | 5100             | 3.2.2                |                   | 8,553.00          |          |           |
| 3                                                                                                                                                                                                                | 2013-12-31 | Interest Payment - SMEDCO         | 5200             | 3.2.2                | 74.83             |                   |          |           |
| To record the repayment of the SMEDCO loan.                                                                                                                                                                      |            |                                   |                  |                      |                   |                   |          |           |
| 4                                                                                                                                                                                                                | 2013-12-31 | Due from Métis Nation Secretariat | 1220             | 2.4.4                | 45,167.24         |                   |          |           |
| 4                                                                                                                                                                                                                | 2013-12-31 | Legal Services                    | 5460             | 2.4.4                |                   | 45,167.24         |          |           |
| To account for legal expenses paid on behalf of MNS and reflect them as an increase in the due from Métis Nation - Saskatchewan Secretariat account.                                                             |            |                                   |                  |                      |                   |                   |          |           |
| 5                                                                                                                                                                                                                | 2013-12-31 | Accounts Payable                  | 2050             | 2.4.4                |                   | 10,300.00         |          |           |
| 5                                                                                                                                                                                                                | 2013-12-31 | Audit Services                    | 5390             | 2.4.4                | 10,300.00         |                   |          |           |
| To accrue for the fiscal 2013 audit fee                                                                                                                                                                          |            |                                   |                  |                      |                   |                   |          |           |
| 6                                                                                                                                                                                                                | 2013-12-31 | Trust Account                     | 1018             | 220.2.2              | 3,260.91          |                   |          |           |
| 6                                                                                                                                                                                                                | 2013-12-31 | Other Income                      | 4060             | 220.2.2              |                   | 3,260.91          |          |           |
| To reconcile the cash held in the trust account to the TS Slip received                                                                                                                                          |            |                                   |                  |                      |                   |                   |          |           |
|                                                                                                                                                                                                                  |            |                                   |                  |                      | <b>231,979.26</b> | <b>231,979.26</b> |          |           |
| Net Income (Loss)                                                                                                                                                                                                |            |                                   | <b>21,488.09</b> |                      |                   |                   |          |           |

PROVINCIAL MÉTIS HOLDCO INC.  
406 JESSOP AVENUE  
SASKATOON, SK S7N 2S5

RETURN TO KPMG

KPMG LLP  
Chartered Accountants  
500-475 2nd Avenue South  
Saskatoon, Saskatchewan S7K 1P4  
Canada



June 4, 2013

Ladies and Gentlemen:

We are writing at your request to confirm our understanding that your audits were for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of Provincial Métis Holdco Inc. ("the Entity"), which comprise the statements of financial position as at December 31, 2012, December 31, 2011 and January 01, 2011, the statements of operations, changes in net assets and cash flows for the years ended December 31, 2012 and December 31, 2011, and notes, comprising a summary of significant accounting policies and other explanatory information. These financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations.

We confirm that the representations we make in this letter are in accordance with the definitions as set out in Attachment I to this letter.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

**GENERAL:**

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated March 18, 2013, for:
  - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework
  - b) providing you with all relevant information, such as all financial records and related data and complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements, and access to such relevant information
  - c) such internal control as management determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error

- d) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements

**INTERNAL CONTROL OVER FINANCIAL REPORTING:**

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which management is aware.

**FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:**

- 3) We have disclosed to you:
  - a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud
  - b) all information in relation to fraud or suspected fraud that we are aware of and that affects the Entity and involves: management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements
  - c) all information in relation to allegations of fraud, or suspected fraud, affecting the Entity's financial statements, communicated by employees, former employees, regulators, or others
  - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements
  - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements

**SUBSEQUENT EVENTS:**

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

**RELATED PARTIES:**

- 5) We have disclosed to you the identity of the Entity's related parties and all the related party relationships and transactions of which we are aware and all related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

**ESTIMATES:**

- 6) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

**NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:**

- 7) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002). We also confirm that the financial statements of the Entity will not be included in the consolidated financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

**MISSTATEMENTS:**

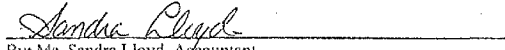
- 8) We approve the corrected misstatements identified by you during the audit described in Attachment II.

Yours very truly,

PROVINCIAL MÉTIS HOLDCO INC.



By: Mr. Robert Doucette, Chairman



By: Ms. Sandra Lloyd, Accountant



Attachment I – Definitions

**MATERIALITY**

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

**FRAUD & ERROR**

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

**RELATED PARTIES**

In accordance with Canadian generally accepted accounting principles *related party* is defined as:

- when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management and immediate family members.

In accordance with Canadian generally accepted accounting principles a *related party transaction* is defined as:

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Provincial Métis Holdings Inc.  
 Year End: December 31, 2012  
 Adjusting Journal Entries  
 Date: 2012-01-01 To 2012-12-31

Attachment II

G3

|                              |             |              |              |
|------------------------------|-------------|--------------|--------------|
| Prepared by                  | Prepared by | Prepared by  | Reviewed by  |
| Reviewed by<br>GS 2013-05-01 | Reviewed by | Post signoff | Post signoff |

| Number                                             | Date       | Name                     | Account No | Reference | Annotation | Debit     | Credit    | Recurrence |
|----------------------------------------------------|------------|--------------------------|------------|-----------|------------|-----------|-----------|------------|
| 1                                                  | 2012-12-31 | Accounts Payable         | 2060       | 210.400   |            |           | 9,800.00  |            |
| 1                                                  | 2012-12-31 | Audit Services           | 5350       | 210.400   |            | 9,800.00  |           |            |
| To record 2012 audit fee accrual                   |            |                          |            |           |            |           |           |            |
| 2                                                  | 2012-12-31 | Accumulated Depreciation | 1310       | 120.100   |            |           | 33,895.61 |            |
| 2                                                  | 2012-12-31 | Amortization expense     | 5415       | 120.100   |            | 33,895.61 |           |            |
| To record amortization over household improvements |            |                          |            |           |            |           |           |            |
|                                                    |            |                          |            |           |            | 43,695.61 | 43,695.61 |            |
| Net Income (Loss)                                  |            |                          | 25,710.76  |           |            |           |           |            |

# KPMG's Audit Quality Framework

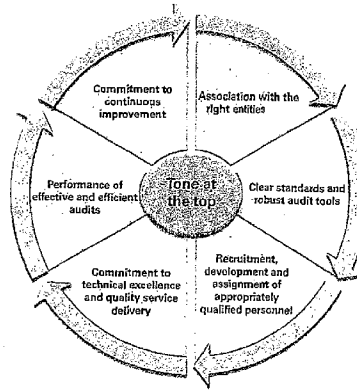
Audit quality, and the respective roles of the auditor and audit committee, is fundamental to the integrity of financial reporting in our capital markets.

This is why audit quality is at the core of everything we do at KPMG. And we believe that it is not just about reaching the right opinion, but how we reach that opinion.

To help ensure that every partner and employee concentrates on the fundamental skills and behaviours required to deliver an appropriate and independent opinion, we have developed our global Audit Quality Framework.

The framework comprises seven key drivers of audit quality.

## The seven key drivers of audit quality



| Driver                                                                              | What it does                                                                                                                                                                                                           | What it means to you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tone at the top</b>                                                              | <p><b>Audit quality is part of our culture and our values and therefore non-negotiable</b></p> <p>Allows the right behaviours to permeate across our entire organization and each of our engagements</p>               | <p><b>Assures you that:</b></p> <ul style="list-style-type: none"> <li>Our culture supports our promise to you of excellent service and a high quality audit – consistently</li> <li>You're receiving an independent, transparent audit opinion</li> <li>You're receiving an efficient and high quality audit that will help you maintain investor confidence in your financial statements</li> </ul> <p><b>Provides you with:</b></p> <ul style="list-style-type: none"> <li>An engagement team handpicked for your business needs – a team with relevant professional and industry experience</li> <li>An audit engagement team whose qualifications evolve as your business grows and changes</li> <li>An audit opinion that</li> </ul> |
| <b>Association with the right entities</b>                                          | <p><b>Ethics above all</b></p> <p>Eliminates any potential independence and conflict-of-interest issues</p>                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Clear standards and robust audit tools</b>                                       | <p><b>A solid rule book</b></p> <p>Rigorous internal policies and guidance that help ensure our work meets applicable professional standards, regulatory requirements, and KPMG's standards of quality</p>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Recruitment, development and assignment of appropriately qualified personnel</b> | <p><b>People who add value</b></p> <p>Helps us attract and retain the best people and reinforces the importance of developing their talents</p> <p>Assigns Partners' portfolios based on their specific skill sets</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Driver                                                                        | What it does                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | What it means to you                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Commitment to technical excellence and quality service delivery</b></p> | <p><b>The right tools for the right job</b></p> <p>Promotes technical excellence and quality service delivery through training and accreditation, developing business understanding and industry knowledge, investment in technical support, development of specialist networks, and effective consultation processes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>continues to meet your needs as a participant in the capital markets</p> <p><b>Assists you with:</b></p> <ul style="list-style-type: none"> <li>• Assessing the effectiveness and efficiency of the audit</li> <li>• Performing your governance role with confidence</li> </ul> |
| <p><b>Performance of effective and efficient audits</b></p>                   | <p><b>We understand that how an audit is conducted is as important as the final result.</b></p> <p>A code of conduct, audit delivery tools, and internal policies and procedures that help ensure the work performed by engagement personnel meets applicable professional standards, regulatory requirements, and our standards of quality</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                    |
| <p><b>Commitment to continuous improvement</b></p>                            | <p><b>Comprehensive and effective monitoring</b></p> <p>We regularly solicit feedback from the audit committees of the entities we audit. Our robust internal quality review program ensures the work of each partner is reviewed every three years. Additionally, our procedures and a sample of our audits of listed entities are reviewed by the Canadian Public Accountability Board (CPAB), the independent regulator of the accountancy profession in Canada. The Public Company Accounting Oversight Board (PCAOB) in the US also conducts an annual inspection of a sample of our audits of SEC registrants. Finally, a sample of other audits and reviews is undertaken annually by the various provincial institutes in Canada. We consider the recommendations that come from these reviews and implement actions to strengthen our policies and procedures, as appropriate.</p> |                                                                                                                                                                                                                                                                                    |

### **The regulatory landscape is changing**

Uncertain economic forecasts and a changing regulatory environment define today's world; reliable financial information and high quality audits have never been more essential.

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### **Our commitment to quality**

The independence, judgment and professional skepticism of your auditors add value to your financial statements, and we believe it is important to be transparent about the processes we follow to develop a KPMG auditors' report. We want you to have absolute confidence in us and in the quality of your audit.

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**Audit quality is fundamental to the way we work.**

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WESTERN REGION 11A

Resolution Form PMC:

Resolution # 9

Date: June 25th/2016

**Whereas:** Article 2 of the Métis Nation Constitution paragraph # 3 reads: (MNLA) Métis Nation Legislative Assembly shall have the authority to enact legislation, regulations, rules and resolutions governing the affairs and conduct of the Métis Nation Sask.

**Whereas:** The present Provincial Métis Council, elected by the people as well as a part of the Executive, also elected by the people as well as non-elected Métis members, who have joined with the PMC and the Executive parties, have taken upon themselves to cause an Act of Atrocity towards the Government of the Métis Nation, which has caused the closing of the Métis Nation Administration building put the livelihood of the staff in jeopardy and onto the unemployment line.

**Be it resolved:** That present elected Provincial Métis Council as well as part of the present elected Executive as well as the non-Métis members in the above party **be excluded from the Métis Nation Saskatchewan. (a) For not following the Métis Nation Constitution, which contains their mandate (b) Performing the Act of Treason, meaning the offence of acting to over throw the present Métis Government, it's leaders and the suffering of the grass roots Métis people.**

**Be it also resolved:** That the present PMC, partial Executive and their non-members group mentioned above can never again be any part of the Métis Nation Governance, nor can they vote for any position within the Métis Nation Government Structure.

Moved by:  
Signature

*Penny Hurton*

Seconded by:  
Signature

*Sharon Umrau*

*R. Mejo*

WESTERN REGION 11A

Resolution Form : Constitution Amendments:

June 26/2016

Resolution # 5:

**Whereas:** Article #2, paragraph 11 reads, The delegates to the Métis National Assembly of the Metis National Council shall be chosen from the Provincial Métis Council and the remainder shall be chosen from amongst of the Métis Nation Legislative Assembly, while the President shall form part of the Executive Council of the Métis National Council. The Constitution may be amended to take into account and reflect changes, which may take place within the Métis National Council.

**Whereas:** The Métis National Council being a separate entity, it has its own by-laws and its own National Constitution, as we, the Métis Nation Saskatchewan has, so therefore the Métis National Council has no say in regards to (MNS) Constitution or by-laws

**Whereas:** Roberts rules of order clarifies the Executive in power at the time of the Métis National Council takes place will be part of the (MNC) plus the elected representative for each Region, as well as two women, from the Métis women's Organization and two Youth, from the Youth's Origination.

**Be it Resolved:** That the Métis National Council being a separate entity has no jurisdiction over the Métis Nation Constitution, nor by-laws, his purpose, is to see that all regions are organized and running fine and at each yearly (MNLA) he shall receive a written report from the Secretary concerning all Regions.

**Be it further Resolved:** that the Métis National President will give the Provincial Secretary a written yearly report on his Organization.

**Be it further resolved:** That a yearly financial report from the (MNS) and the (MNC) shall be presented at the yearly (MNLA), also should discretions in finances turn up throughout each year a third party must be brought in immediately to track the error both for the (MNS) and the (NMC)

Moved by: *Shirley Ross - President - Local #158*  
Signature *S. Ross*  
Seconded by: *R. Mayo*  
Signature *Penny Harte*



**From:** "Evan Shoforost" <evan.shoforost@ca.ey.com>  
**Subject:** FW: MN-S Audit report 201  
**Sent date:** 07/08/2016 01:56:40 PM  
**To:** "Michael Campbell" <michael.campbell@ca.ey.com>, "matay@sasktel.net" <matay@sasktel.net>  
**Attachments:** 2 attachments - **Download all attachments [ 10 MB ]**  
SKM\_C554e16070813280\_1.pdf [ 10 MB ], Lisa Boyce.vcf [ 463 B ]

Evan Shoforost CPA, CA | Tax Partner, Private Business Services\*



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**From:** Lisa Boyce [mailto:Lisa.Boyce@aadnc-aandc.gc.ca]  
**Sent:** Friday, July 08, 2016 1:09 PM  
**To:** Richard Quintal; Evan Shoforost  
**Cc:** Katelin Peltier  
**Subject:** MN-S Audit report 201

Good afternoon ~ I trust all is well?

Attached you will find INACs report incorporating the consultant audit findings Dated March 2012

After meeting with the A&E consultant this morning it was noted that this report was shared with the recipient and copied to the program at the time of the audit.

Should you have questions please do not hesitate to ask ...

Enjoy the day ~ there is not another like it!!

Lisa Boyce

Policy & Program Officer, Politique & agent de programme

Métis & Non status Indian Relations Directorate ~ Relations avec les Métis et les Indiens Non-Inscrits

Direction générale des relations externes et avec les Autochtones / Aboriginal and External Relations Branch

Politiques et orientation stratégique / Policy and Strategic Direction

Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada

10, rue Wellington, Pièce 1940 D 84 Wellington Street, Room 1940 D 84

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Happiness is not something readymade. It comes from your own actions. -Dalai Lama

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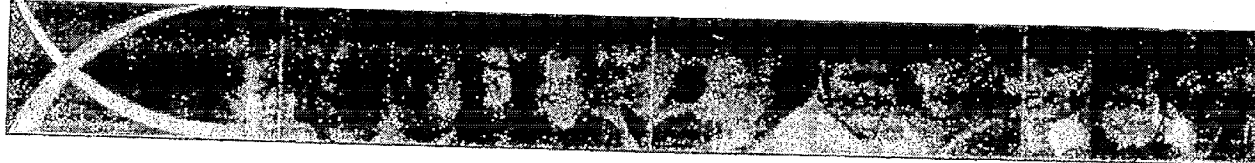
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# Audit of the Métis Nation - Saskatchewan

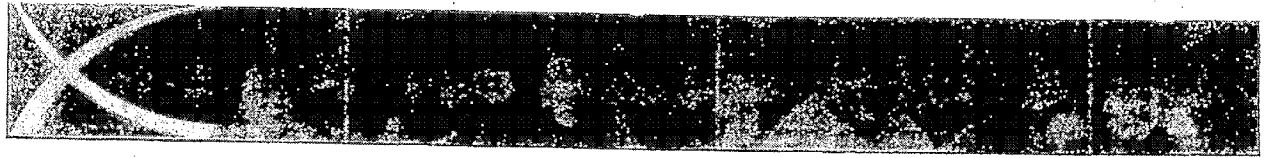
March 2012

Canada



## Outline

- Background
- Audit objectives
- Audit scope
- Audit findings/conclusions/recommendations
- Management Action Plan



## Background

- In December 2011 the Department of Aboriginal Affairs and Northern Development Canada (AANDC) contracted the independent audit firm, Hallux Consulting, to conduct an audit of the Métis Nation-Saskatchewan (MN-S).
- The audit was conducted in response to a number of issues raised by members of the Provincial Métis Council (PMC) of the MN-S.
- The results of this audit were presented to the Office of the Federal Interlocutor, members of the MN-S Executive and PMC in February 2012.



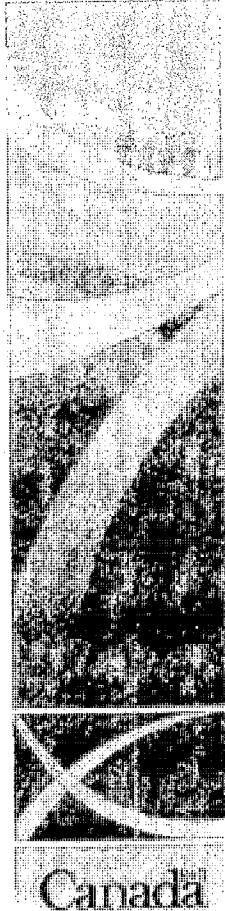
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## Audit Objectives

Objectives of the audit work were to:

1. Examine the holiday pay that may have been paid to MN-S executive members and severance paid to a departing member of the executive
2. Examine eligibility of travel costs incurred by members of the Executive
3. Examine the sale of a building previously owned by *Métis Holdco Inc.* and identify how the funds generated by the sale were distributed
4. Examine monthly funds collected by Métis Holdco and where these funds are directed
5. Examine the funding received by MN-S from the Nuclear Waste Management Organization (NWMO); determine the purpose of this funding and the activities implemented with this funding
6. Examine how all the materials, equipment and knowledge gained from the 2007 election have been transferred or disposed of. This would include also the voters list and the unspent funds for the election.





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## Scope of Audit Work

The scope of the audit included:

- Transactions back to 2007 when the MN-S last held elections and the current executive took office
- Executive salary and benefits from 2007-2008 to 2011-12
- Executive travel between April 1, 2011 and December 31, 2011
- Transactions associated with funds generated from sale of a commercial property in 2009 and the revenues and costs associated with sale of a commercial property since 2009
- Revenues and costs associated with the Nuclear Waste Management Organization (MWMO) contract in 2009
- Transfer of assets from 2007 election to MN-S in 2009





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## Audit Findings

### 1. Executive Compensation

- MN-S' human resources manual does not have a section on vacation entitlements
- Under Saskatchewan Labour Standards employees are entitled to three weeks vacation each anniversary year. This increases to four weeks after 10 years of service. If paid out, employee is entitled to 3/52<sup>nd</sup> or 4/52<sup>nd</sup> of the total wages received
- All members of the executive received vacation pay in April 2008 based on 1.25 days/month for the period June 27, 2007 (date of election) to March 31, 2008
- Payment was based on quoted pay rather than wages actually paid
- Payment to the Executive was 34% higher than required under the Saskatchewan Labour Standards



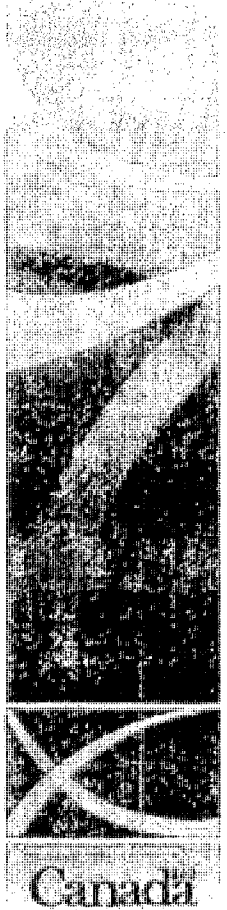




## Audit Findings

### 1. Executive Compensation (cont'd)

- Former Treasurer received vacation pay for 26.66 days after he resigned in February 2010
  - 28.75 days accumulated between April 1, 2008 and February 28, 2010 at a rate of 1.25 days/month
  - There initially was an overpayment. It was paid back by the former Treasurer in late Nov 2010
  - Former Treasurer received a contract June 25 -Sept. 24, 2010 for which he was paid \$14K
    - Statement of work was not well defined
    - Payments of \$6,363.66 also made for the period Sept 25-Oct 31, 2010 for which there was no contract





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## Audit Findings

### 1. Executive Compensation (cont'd)

- Executive received the same benefits as the MN-S staff including:
  - Extended medical benefits paid for by the MN-S
  - Up to a \$100 month contribution to a registered savings plan (RSP) was matched by the MN-S
  
- Additional RSP contribution of six percent of annual base pay was made on behalf of Executive by the MN-S in late March 2011

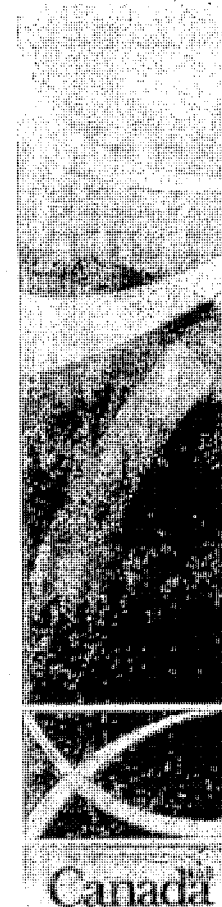




## Audit Conclusions

### 1. Executive Compensation (cont'd)

- Payment for unused vacation in 2008 was higher than mandated by Saskatchewan Labour Standards
- Payment for banked vacation assumed that the members of the Executive never took any vacation
- Executive established their own benefits beyond those available to MN-S staff which is contrary to normal governance practice





## Recommendation

### 1. Executive Compensation

- Provincial Métis Council (PMC) should be formally tasked with establishing and adjusting pay and benefits for the Executive





## Audit Findings

### 2. Executive Travel

- Most cost effective means of travel is rarely used (extensive use of personal vehicles rather than car rentals)
- Corporate credit cards provided to members of the executive provided collision insurance coverage when rental is charged to the card
- Car rental assumed a standard vehicle rented from a non-airport location in Saskatoon with no discount
- Reasons for travel were not consistently documented.
- Names of those present were never provided for meals charged to the corporate credit card





## Audit Findings

### 2. Executive Travel (cont'd)

#### Additional issues identified:

- Several travel claims did not accurately reflect the travel undertaken resulting in over charging of distance actually travelled
- Personal expenses on corporate credit card were claimed for which there was no evidence that the MN-S was reimbursed
- Double claims (gas purchases on credit card at the same time an allowance for mileage was received; meals on credit card at the same time an allowance for meals was received; advances for taxis and taxis expenditures on credit card)
- MN-S indicated some of double claims were reimbursed but did not provide the requested documentation to support this
- MN-S indicated that advances for taxis were reconciled. Supporting documentation that would demonstrate this was not provided
- No response was provided by the MN-S when asked what steps are taken to recover the cost of meals when the credit card holder is also receiving per diems in the same period



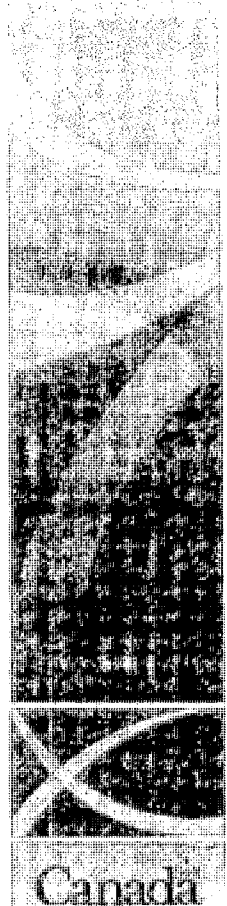


## Audit Findings

### 2. Executive Travel (cont'd)

#### Additional issues identified:

- Charges on credit card (e.g. hotels) but no corresponding travel claim
  - o In each case, an Executive member said travel was required in response to a telephone request
- Business undertaken on the same trip for both the MN-S and an affiliate
  - o No evidence that there was an appropriate allocation of costs between the two organizations and that allowances were not double claimed
- MN-S definition of incidental costs as provided Feb 1, 2012 appeared to exclude some items included in federal government definition
  - o Personal telephone calls from hotel room
  - o Headsets purchased on an airplane
- \$400 payment to each member of the Executive were made in July 2011 for consultations. Explanation provided during the audit was that it was to cover the cost of a hotel room for an Elder from Alberta attending "Back to Batoche" event. No documentation was provided to support this





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## Audit Findings

### 2. Executive Travel (cont'd)

- \$71K in 2011-12 expenses was inappropriately charged to a consultations accrual account
  - Accrual should have reflected goods and services received up to March 31, 2011
  - Many of the problematic expenses identified in this audit were coded to this account
- OFI has agreed to take follow-up action to determine if \$71K in 2011-12 expenditures coded to an accrual account was included in 2010-11 claimed expenditures and if so, initiate recovery.



Canada





## Conclusions

### 2. Executive Travel

- Executive travel claims were problematic:
  - The means of travel was based on convenience rather than what was cost effective
  - There was a lack of matching of credit cards expenditures with travel claims making it easy to double claim
  - The level of documentation provided to support reasons for travel was less than what staff need to submit
  - There were overpayments arising from claimed distance being more than what was actually travelled
  - There were overpayments arising from the rental of a vehicle and claiming per kilometre reimbursement rather than reimbursement of costs incurred
  - There was the potential for double claiming with travelling for both the MN-S and an affiliate at the same time





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## Recommendations

### 2. Executive Travel

- All travel claims should show all costs associated with the travel
  - All costs for which an invoice was paid directly (e.g., hotel room or car rental)
  - All costs paid for on the corporate credit card (e.g., air fare, car rentals, hotels, meals)
  - All allowances and per diems
  
- Same level of detail should be required for credit card expenditures as would be required on a travel claim
  
- Reimbursement should be obtained for all over payments on travel claims, personal costs and expenses on corporate credit cards for which per diems/allowances were paid



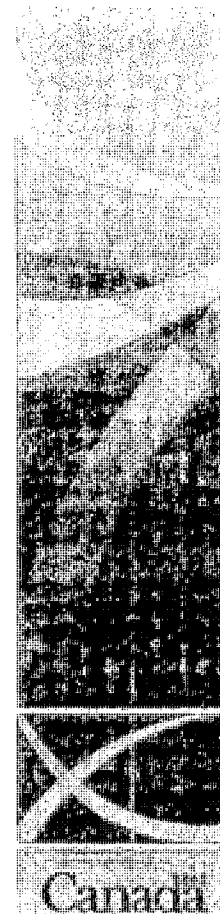
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## Recommendations

### 2. Executive Travel (cont'd)

- A procedure should be in place to allocate travel costs between the MN-S and its Affiliates when travel is undertaken at the same time on behalf of more than one organization
- MN-S Executive should consider proactive public disclosure of their credit card and travel expenses

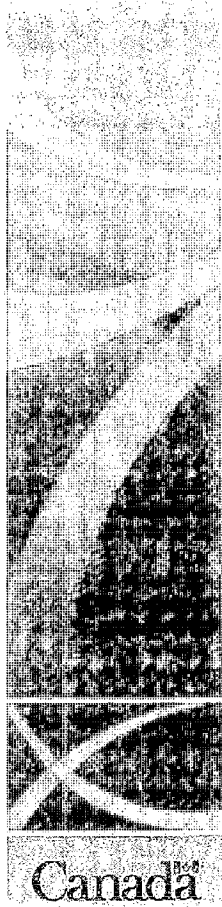




## Audit Findings

### 3. Funds Associated with Sale of Commercial Property

- Proceeds of sale (\$1,190,829) of commercial property at 219 Robin Crescent, Saskatoon were used by the Provincial Métis Holdco Inc. in 2009 to pay off three mortgages to MN-S affiliates:
  - Clarence Campeau Development Fund (\$275,515)
  - Provincial Métis Housing Corporation (\$112,742)
  - SaskMétis Economic Development Corp (\$244,101)
  
- Remaining proceeds from sale were left in the trust account of the lawyer who handled the transaction
  
- Funds were withdrawn on three occasions from the sale for use as a deposit for the potential purchase of a building. The funds have since been returned to the trust account

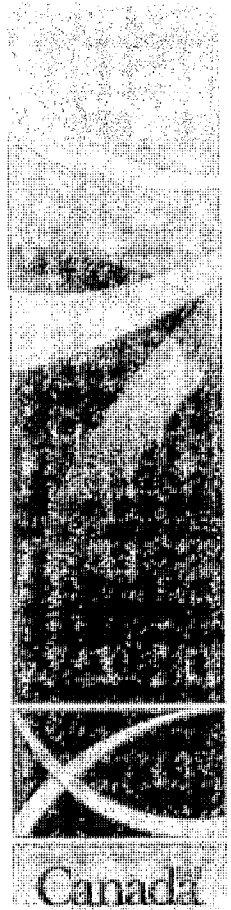




## Audit Findings

### 3. Funds Associated with Sale of Commercial Property (cont'd)

- Funds were withdrawn to meet needs of Métis Holdco Inc. to pay rent at 406 Jessop, Saskatoon. These funds (total \$50K) have not been repaid
- Funds were withdrawn to meet the MN-S cash flow requirements
  - \$100K loan May 2010 which was paid back by October 2010
  - \$150K loan December 2010 to meet the “Back to Batoche” Committee’s shortfall. These funds were paid back by October 2011
- The balance as of December 31, 2011 was \$510,575.76 (interest for December 2011 had yet to be credited)
- The 2009 sale of the property at 219 Robin Crescent enabled recognition of appreciated value. From this sale, Métis Holdco Inc. moved from an accumulated deficit to an accumulated surplus. Funds from the sale can be traced. Approximately \$511K of proceeds were in a trust account as of Dec. 31, 2011.





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## Audit Findings

### 4. Use of Funds Collected in Rent

- Provincial Métis Holdco's primary assets as of December 31, 2011 were: the funds in the trust account from the sale of a commercial property; its lease of a commercial property to the MN-S and some of its affiliates and; the net value of the leasehold improvements at its commercial property
  
- Monthly rent collected by Métis Holdco Inc. from its subtenants included:
  - Métis Addiction Council of Saskatchewan Inc. (MACSI)
  - Métis Nation – Saskatchewan Secretariat
  - Provincial Métis Housing Corporation (PMHC)
  - SaskMétis Economic Development Corp (SMEDCO)



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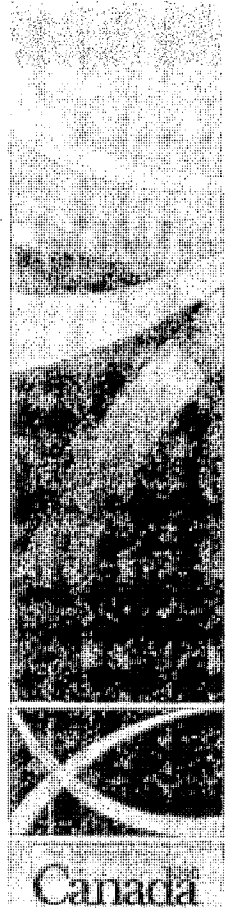
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## Audit Findings

### 4. Use of Funds Collected in Rent

- Funds from rent were used to pay:
  - Rent on the building and Métis Holdco Inc.'s share of the joint operating costs to the landlord
  - Loan from SMEDCO that was used to cover the costs of the leasehold improvements (10% interest rate)
  - Métis Holdco Inc. has essentially broken even on the rental of the building since it moved subtenants into the commercial property at 406 Jessop in the fall of 2009
  - \$27,079 was written off in rent from the MN-S in 2010 because of the MN-S' fiscal problems





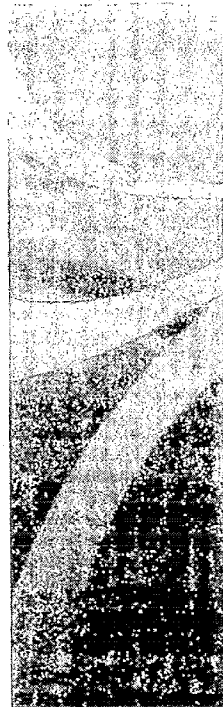
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## Conclusions

### 4. Use of Funds Collected in Rent

- Other than write-offs of MN-S rent owing, funds from rental income on the commercial property at 406 Jessop have been spent as expected



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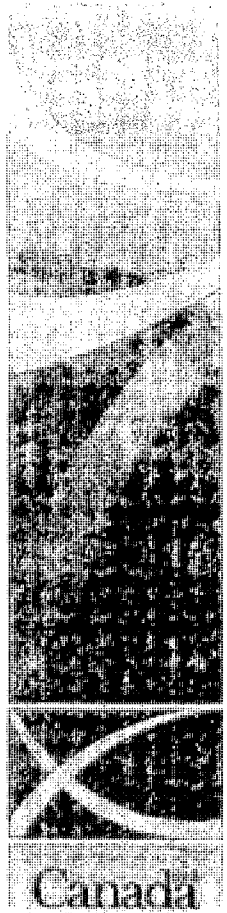
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## Audit Findings:

### 5. Contract with the Nuclear Waste Management Organization (NWMO)

- NWMO awarded MN-S a contract for \$253K in 2009 to design and conduct five regional dialogues with members of the MN-S. Input was to be provided to the NWMO on the proposed process for selecting a site for Adaptive Phased Management
- MN-S was provided with an accountable advance. Supporting receipts were to be submitted for all claimed costs and MN-S had to submit a copy of their general ledger and supporting documentation for every cost claimed





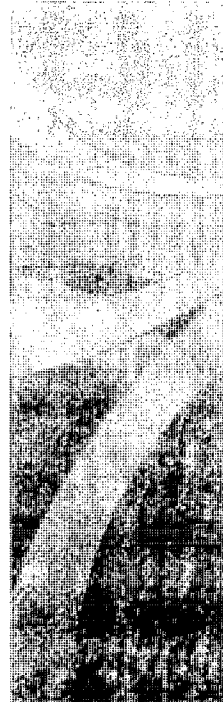
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## Conclusions

### 5. Contract with the Nuclear Waste Management Organization

- Claimed expenses on NWMO contract were vetted and deemed acceptable by NWMO



Canada



## Audit Findings:

### 6. Materials, Equipment and Funds from 2007 Election

- Materials (including voters' list and unspent funds) were turned over to MN-S June 26, 2009
  - \$25,774.22 deposited in the MN-S general bank account and recorded as "Election – Other Income". Legal fees were deducted before remaining funds were turned over to the MN-S
  - MN-S position prior to audit was that funds were in trust with Province of Saskatchewan
- Computer equipment was turned over to the MN-S later by the Province and, at the time of the audit, stored in an unheated storage locker in Saskatoon that is controlled by the MN-S. The Chief Electoral Officer (CEO) appointed by the MN-S is planning to use this equipment for the 2012 election.
- MN-S did not put aside \$75/K/yr that 2007 CEO recommended for 2012 election





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## Conclusion

### 6. Materials, Equipment and Funds from 2007 Election

- MN-S will have less funds available than planned to cover the cost of the 2012 election
  - \$26K thought to be in trust with Province was deposited in MN-S bank account in June 2009
  - Computer equipment does not have an indefinite lifespan. Equipment in storage from 2007 election may not meet requirements for 2012 election
  - MN-S has not put aside \$75K/year as recommended by the 2007 Chief Electoral Officer



Canada



## Management Response

| Recommendation                                                                                                                  | Management Response/Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Responsible Organization | Planned Implementation Date |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 1. Provincial Métis Council (PMC) should be formally tasked with establishing and adjusting pay and benefits for the Executive. | The current administration will undertake to make the following recommendation to the future PMC, directly after the election:<br>"The Provincial Métis Council, as it forms the Board of the Métis Nation-Saskatchewan Secretariat, will undertake annual review of Executive wages, benefits and adjustments, and make changes as necessary, within the limitations of the current contribution agreement and in line with the MNS constitution."<br>The PMC can then make the recommendation to the MNLA. | MN-S                     | Late spring 2012            |

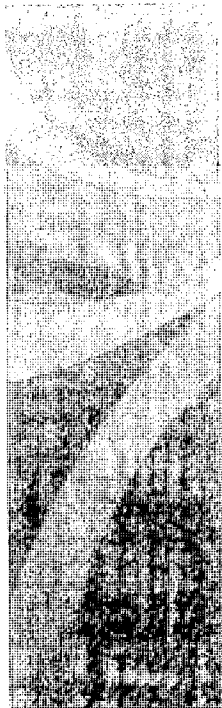


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## Management Response

| Recommendation                                                         | Management Response/Action                                                                                                                                                                                                                                | Responsible Organization | Planned Implementation Date |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 2. All travel claims should show all costs associated with the travel. | The MNS is currently in the process of formalizing a new travel policy that outlines requirement for executive travel. The requirements address each of the concerns in this recommendation. This policy is in draft form and will be finalized in April. | MN-S                     | April 2012                  |



Canada



## Management Response

| Recommendation                                                                                                  | Management Response/Action                                                                                                                                                                                                                                                                                         | Responsible Organization | Planned Implementation Date |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 3. Same level of detail should be required for credit card expenditures as would be required on a travel claim. | The MNS has implemented and is practicing a new Credit Card Policy which includes detailed reconciliations. The Credit Card policy was implemented early this year. The recommendation to the new PMC will be to make sure no corporate cards are issued without a policy in place that everyone agrees to follow. | MN-S                     | February 2012               |



## Management Response

| Recommendation                                                                                                                                                 | Management Response/Action                                                                                                                                                                                                                                                                                                                      | Responsible Organization | Planned Implementation Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 4. Reimbursement should be obtained for all over payments on travel claims, person costs and expenses on credit card for which per diems/allowances were paid. | The Travel Policy being developed and the Credit Card Policy address the reconciliation process, monthly review and timely, detailed repayment of overpayments. Although the Travel policy is still in draft form, these recommendations have been implemented and are being followed currently. Past overpayments have been paid back in full. | MN-S                     | February 2012               |







## Management Response

| Recommendation                                                                                                                                                                     | Management Response/Action                                                                                                                                                                                         | Responsible Organization | Planned Implementation Date |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 5. A procedure should be in place to allocate travel costs between the MN-S and its Affiliates when travel is undertaken at the same time on behalf of more than one organization. | The current executive will undertake to make this recommendation to the affiliates and the new Administration post-election. This recommendation can then be taken to the MNLA to be added to governing documents. | MN-S                     | Fall 2012                   |



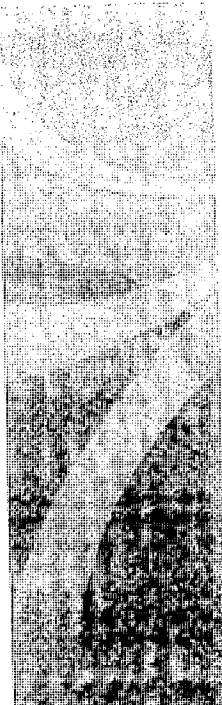


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## Management Response

| Recommendation                                                                                            | Management Response/Action                                                            | Responsible Organization | Planned Implementation Date |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| 6. MN-S<br>Executive should consider proactive public disclosure of their credit card and travel expense. | This recommendation can be taken to the MNLA for addition to the governing documents. | MN-S                     | Fall 2012                   |



Canada



Resolution: Motion to the floor

June 25, 2016

Resolution 9

Whereas: The PROVINCIAL MÉTIS COUNCIL's decision for Mr. Clement Chartier to be the lead consultant on the North West Métis Council and the Daniels Decision of Saskatchewan Métis people be suspended. The MÉTIS NATION LEGISLATIVE ASSEMBLY should make this decision and it shall be final and binding.

Be it resolved:

Moved by: *R. Major*  
Signature: *[Signature]*  
Seconded by: *[Signature]*  
Signature: *[Signature]*  
Signature: *[Signature]*  
Signature: *[Signature]*  
Signature: *[Signature]*

Resolution: Motion to the floor

June 25, 2016

Resolution 8

Whereas: The PROVINCIAL MÉTIS COUNCIL have acted in an unconscionable manner and created irreparable harm to the MN-S and Métis citizens, and that they cease their roles and responsibilities immediately.

Be it resolved:

Moved by: *Penny Hinton*  
Signature: *[Signature]*  
Seconded by: *[Signature]*  
Signature: *Ray Henderson*  
Signature: *[Signature]*  
Signature: *[Signature]*  
Signature: *[Signature]*

Resolution: Motion to the floor

June 25, 2016

Resolution 6

Whereas: All Constitutional matters of business be handled first, including Constitutional Amendments

Be it resolved:

Moved by: *Denny Hunter*  
Signature:  
Seconded by: *R. Major*  
Signature: *May Henderson*  
Signature: *ed ay re with report*  
Signature:  
Signature: *Shannon Uman*

Resolution: Motion to the floor

June 25, 2016

Resolution 7

Whereas: Moving forward, that the PROVINCIAL MÉTIS COUNCIL has no involvement in the running of the MÉTIS NATION LEGISLATIVE ASSEMBLY outside of being participants.

Be it resolved:

Moved by: *R. Major*  
Signature: *ed ay re with report*  
Seconded by: *May Henderson*  
Signature: *Denny Hunter*  
Signature: *Shannon Uman*  
Signature:  
Signature:

Resolution 5

Whereas: Nothing is said about this motion, it is a new addition

Whereas: All PROVINCIAL MÉTIS COUCIL members, which includes EXECUTIVE should have a CPIC, a VULNERABLE PERSONS CHECK, and be free from all forms of fraud charges and indictable offences.

Be it resolved:

Moved by:

Signature:

Seconded by:

Signature:

Signature:

Signature:

Signature:

Signature:

*Elayne M. H. [Signature]*  
*May Henderson*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Resolution 4

Whereas: ARTICLE TWO – MÉTIS NATION LEGISLATIVE ASSEMBLY

2.7 Seventy-five members of the Métis Nation Legislative Assembly shall constitute a quorum

Whereas: ARTICLE TWO – MÉTIS NATION LEGISLATIVE ASSEMBLY

2.7 51% of the members of the Métis Nation Legislative Assembly shall constitute quorum

Be it resolved:

Moved by:

Signature:

Seconded by:

Signature:

Signature:

Signature:

Signature:

*Shannon Urrau*  
*May Henderson*  
*Mejor*  
*Shannon Urrau*



Resolution 3

Whereas: ARTICLE TWO -- MÉTIS NATION LEGISLATIVE ASSEMBLY

2.6 The Métis Nation Legislative Assembly shall meet twice a year

Whereas: ARTICLE TWO -- MÉTIS NATION LEGISLATIVE ASSEMBLY

2.6 The Métis Nation Legislative Assembly shall have fixed election dates

This removes Article 3.10: The Provincial Métis Council shall set the date and place for each Métis Nation Legislative Assembly sitting, provided no less than thirty (30) days written notice is given to the President of each Local.

It should be added in Article two that the location of the next Métis Nation Legislative Assembly at the current Assembly and follow fixed election dates (Ex: last weekend of March and last weekend of September)

Be it resolved:

Moved by:

Signature:

Seconded by:

Signature:

Signature:

Signature:

Signature:

*up agreed submitted*  
*Ronald*  
*May Henderson*  
*Shannon Uman*  
*Dany Hunter*

Resolution 2

Whereas: ARTICLE FIVE - SPEAKER OF THE MÉTIS NATION LEGISLATIVE ASSEMBLY

5. The Speaker and Deputy Speaker will:

5.1 Be appointed by the Provincial Métis Council and ratified by the Métis Nation Legislative Assembly\*

5.1.1 The term of appointment for the Speaker or Deputy Speaker will be for two years subject to re-appointment\*\*

Whereas: ARTICLE FIVE - SPEAKER OF THE MÉTIS NATION LEGISLATIVE ASSEMBLY

5. The Speaker and Deputy Speaker will:

5.1 Be appointed by the Métis Nation Legislative Assembly floor\*

5.1.1 Remove the term appointment\*\*

Be it resolved:

Moved by: Penny Hurton

Signature:

Seconded by:

Signature:

Signature:

Signature:

Signature:

Resolution 1

Whereas: ARTICLE SIX - CLERK

6. The Clerk of the Métis Nation Legislative Assembly will:

- 6.1 Be the Chief Executive Officer of the Métis Nation - Saskatchewan\*
- 6.10 Also hold the seat as Clerk at the Annual General Assembly\*\*

Whereas: ARTICLE SIX - CLERK

6. The Clerk of the Métis Nation Legislative Assembly will:

- \* Be chosen from the floor of the assembly.
- \*\* Clerk for the AGM will also be chosen from the floor of the assembly
- \*\*\* Remaining duties listed remain with the CEO

Be it resolved:

Moved by: *R. Majo*  
Signature: *[Signature]*  
Seconded by: *[Signature]*  
Signature: *May Henderson*  
Signature: *[Signature]*  
Signature: *[Signature]*  
Signature: *Shannon O'neave*

**Amend Article 2.6 to state:**

*The Metis Nation Legislative Assembly (MNLA) shall convene the second weekend of April and the second weekend of October in each calendar year.*

*The General Assembly (GA) shall convene immediately upon adjournment of the MNLA.*

*Thirty-five days written notice shall be provided to all members of the MNLA.*

*The MNLA and the GA shall be held in the city of Saskatoon, Saskatchewan.*

**Amend Article 2.7 to state:**

*Fifty-one members of the Metis Nation Legislative Assembly shall constitute a quorum.*

**Repeal Article 2.8.**

**Repeal Article 3.10.**

**Article 12. 1.2 MNLA Act; Constitutional amendments will: include approval by (5) members of the MNLA by virtue of signatures attached to the proposed constitutional amendments.**

Dated May 28<sup>th</sup> 2016

**Name (Print):**

Kelvin Roy  
Dianne Genaille  
Louis Gardiner  
BRYAN LEE  
Alec Morin

**Signature:**

Kelvin Roy  
Dianne Genaille  
Louis Gardiner  
Bryan Lee  
Alec Morin

Changes to the Constitution

June 20/18

From: Wayne Whitford  
To : Evan

A motion to remove from the Metis Nation, the Area Directors, Vice President Gerald Morin and Tami Mah. That they not hold any elected positions, paid positions or sit on any boards or committees or organizations that has any dealing with the M.N.S., for an indefinite period of time.

Incident Signatures

- 1. Barry Falco
- 2. Pauline McKeown
- 3. Myrtle Schoed
- 4. ~~Frank Stassen~~ Local # 155
- 5. ~~Itu~~ Local # 165

-----

June 20/12

From: Wayne Whitford

To: Evan

A motion that 518 of recognized and eligible voters, in attendance, will represent a quorum.

President's Signature

Sandy Galan Local # 155

Walter M. ... Local # 155

Marilyn Lockwood Local # 155

Frank ... Local # 155

[Signature] Local # 155

June 20/16

From: Wayne Whitford  
To: Evan

A motion that we do not fill the Area Directors positions at our next Provincial Election. They can be Filled at a later date.

President's Signatures

1 Barry Falcon Local # 57

2 Kevin M. Deane Local # 17

3 Myles Lockwood Local # 1

4 ~~Wayne Whitford~~ Local # 155

5  Local # 165

June 20/18

From: Wayne Whitford

To: Evan

A motion that 2 dates a year for  
an MNLA will be placed in the  
constitution. May & October.

Presidents Signatures

1. Gary Alcon Local # 155

2. Wayne Whitford Local # 155

3. Myrtle Lockwood Local # 155

~~4. Gary Alcon Local # 155~~

5. [Signature] Local # 165





WESTERN REGION 11A

Resolution Form PMC:

Resolution # 9

Date: June 25th/2016

**Whereas:** Article 2 of the Métis Nation Constitution paragraph # 3 reads: (MNLA) Métis Nation Legislative Assembly shall have the authority to enact legislation, regulations, rules and resolutions governing the affairs and conduct of the Métis Nation Sask.

**Whereas:** The present Provincial Métis Council, elected by the people as well as a part of the Executive, also elected by the people as well as non-elected Métis members, who have joined with the PMC and the Executive parties, have taken upon themselves to cause an Act of Atrocity towards the Government of the Métis Nation, which has caused the closing of the Métis Nation Administration building put the livelihood of the staff in jeopardy and onto the unemployment line.

**Be it resolved:** That present elected Provincial Métis Council as well as part of the present elected Executive as well as the non-Métis members in the above party be excluded from the Métis Nation Saskatchewan. (a) For not following the Métis Nation Constitution, which contains their mandate (b) Performing the Act of Treason, meaning the offence of acting to over throw the present Métis Government, it's leaders and the suffering of the grass roots Métis people.

**Be it also resolved:** That the present PMC, partial Executive and their non-members group mentioned above can never again be any part of the Métis Nation Governance, nor can they vote for any position within the Métis Nation Government Structure.

Moved by:

Signature

Seconded by:

Signature

*Penny Hurton*

*Shannon Umrau*

*R. Mayo*

WESTERN REGION 11A

Resolution Form : Constitution Amendments:

June 26/2016

Resolution # 5:

**Whereas:** Article #2, paragraph 11 reads, The delegates to the Métis National Assembly of the Metis National Council shall be chosen from the Provincial Métis Council and the remainder shall be chosen from amongst of the Métis Nation Legislative Assembly, while the President shall form part of the Executive Council of the Métis National Council. The Constitution may be amended to take into account and reflect changes, which may take place within the Métis National Council.

**Whereas:** The Métis National Council being a separate entity, it has its own by-laws and its own National Constitution, as we, the Métis Nation Saskatchewan has, so therefore the Métis National Council has no say in regards to (MNS) Constitution or by-laws

**Whereas:** Roberts rules of order clarifies the Executive in power at the time of the Métis National Council takes place will be part of the (MNC) plus the elected representative for each Region, as well as two women, from the Métis women's Organization and two Youth, from the Youth's Origination.

**Be it Resolved:** That the Métis National Council being a separate entity has no jurisdiction over the Métis Nation Constitution, nor by-laws, his purpose, is to see that all regions are organized and running fine and at each yearly (MNLA) he shall receive a written report from the Secretary concerning all Regions.

**Be it further Resolved:** that the Métis National President will give the Provincial Secretary a written yearly report on his Organization.

**Be it further resolved:** That a yearly financial report from the (MNS) and the (MNC) shall be presented at the yearly (MNLA), also should discretions in finances turn up throughout each year a third party must be brought in immediately to track the error both for the (MNS) and the (NMC)

Moved by: *Shirley Ross - President - Local #158*

Signature *S. Ross*

Seconded by: *R. Major*

Signature *Penny Harte*

WESTERN REGION 11A

Resolution Form: Constitution Amendments:

Resolution # 3

Date: June 25th/2016

**Whereas:** Article #2-paragraph # 9- A person is disqualified from being a member of the Metis Nation Legislative Assembly when:

1. He/she dies or resigns
2. He/she is under ( 16) years of age.

**Be it Resolved:** Article #2-paragraph #9-should read: A person is disqualified from being a member of the Métis Nation Legislative Assembly, the Legislative Representative chosen by the Métis Nation Legislative Assembly for their Region and/or any member of a local who has become a threat to the Government of the Métis Nation, including the Executive:

1. When he /she resigns
2. when he/she has lost face with the President of that Local/and the Métis Nation Government.

Moved by: *Shirley Ross - President Local #159*

Signature: *S. Ross*

Seconded by: *R Major*

Signature: *Bunny Hutter*

Resolution # 4

**Whereas:** Article #2-Paragraph 10 reads: All budgets shall be determined by the Métis Nation Legislative Assembly, base upon the recommendations of the Provincial Métis Council.

**Be it Resolved:** It should read- All budgets shall be determined by the Executive, based upon the recommendations of the Métis Nation Legislative Assembly.

Moved by: *Shirley Ross - President Local #159*

Signature: *S. Ross*

Seconded by: *R Major*

Signature: *Bunny Hutter*



QUEEN'S BENCH FOR SASKATCHEWAN

Citation: 2013 SKQB 257

Date: 2013 06 28  
Docket: Q.B.G. No. 677/2013  
Judicial Centre: Saskatoon

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BETWEEN:

MÉTIS NATION – SASKATCHEWAN SECRETARIAT INC.,

Plaintiff  
(Applicant)

- and -

ROYAL BANK OF CANADA and THE BANK OF NOVA  
SCOTIA,

Defendants  
(Respondents)

- and -

ROBERT DOUCETTE,

Defendant  
(Respondent)

Counsel:

James H. Gillis

for the plaintiff (applicant)

no one appearing

for the defendants (respondents), Royal Bank  
of Canada and The Bank of Nova Scotia

Randal C. Touet

for the defendant (respondent), Robert Doucette

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FIAT  
June 28, 2013

LAING J.

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[1] The applicant, Métis Nation – Saskatchewan Secretariat Inc. (the “Métis

Nation”), has commenced an action against the Royal Bank of Canada and the Bank of Nova Scotia (the “Banks”) for refusing to honour a resolution passed at a meeting of the Board of Directors of the applicant on May 4 and 5, 2013, which amended signing authorities for the applicant’s bank accounts by removing the president and secretary of the Métis Nation as signing authorities. The action seeks general damages and an interim and permanent injunctions requiring the respondent Banks to honour the new signing authorities identified in the resolution.

[2] This application is for an interlocutory injunction, ordering the Banks to honour the changes, and to restrain them from continuing to act contrary to the new instructions pending resolution of the action. This interlocutory application is made necessary by the fact the Banks decline to act on the certified copy of the resolution amending the signing authorities forwarded to them. Lawyers for the Banks became involved in discussions with the present lawyers acting for the applicant. This application is the result. The Banks’ position is that they take no position on the merits of the application, but do seek clarity from the Court on who the signing officers for the applicant will be going forward.

[3] On the first return date of this application, May 30, 2013, counsel for the president of the Métis Nation, Robert Doucette, requested the Court adjourn the application to allow him time to apply for status to be represented in opposition to the application. The matter was adjourned to June 18, 2013, to allow Mr. Doucette to prepare, serve and file his application.

[4] At the hearing on June 18, 2013, I allowed Mr. Doucette’s application to be made a party to the motion for the purpose of opposing it. I did so on the basis that he is the elected president of the Métis Nation, elected by the Métis Nation at large, he is adversely impacted in his role as president by being removed as a signing authority, and

the materials submitted by him are relevant to the criteria the Court must take into account in deciding whether to grant an interlocutory injunction. It is ordered that Mr. Doucette be added as a party respondent to the application and that the style of cause reflect this fact, and also that Mr. Doucette be added as a party defendant to the action, and the style of cause be amended to reflect this.

[5] The issues on this application are whether the applicant can satisfy the requirements for an interlocutory injunction, which requires the applicant to establish on a balance of probabilities that it has a serious question to be tried, that it will suffer irreparable harm if the application is not granted, and that the balance of convenience favours the granting of the application.

#### **The Métis Nation Constitution**

[6] Section 5 of *The Métis Act*, S.S. 2001, c. M-14.01 (the "*Act*"), states that the Métis Nation - Secretariat Inc. is established pursuant to this *Act* as a body corporate without share capital. Section 5(2) states: "The corporation is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered."

[7] Section 7 of the *Act* states that the Board of Directors are those persons who are members of the Provincial Métis Council ("PMC") and states the Board of Directors shall direct and manage the activities and affairs of the corporation.

[8] Section 8 of the *Act* states that bylaws shall be made for the governance and proper administration of the corporation's activities, affairs, property and interests. The bylaws of the corporation provide minimal direction beyond stating that there shall be at least seven days' notice of every meeting of directors and that a quorum of the Board shall be 11 members of the PMC.



[9] The constitution of the Métis Nation - Saskatchewan is a separate document and spells out the organizational structure for the Métis Nation. Article 2 provides that there shall be a Métis Nation Legislative Assembly which shall be the governing authority. This body has the authority to enact legislation, regulations, rules and resolutions governing the affairs and conduct of the Métis in Saskatchewan. Article 3 establishes a Provincial Métis Council, which is composed of the elected regional representatives, the four members of the executive, and one representative from the Métis Women of Saskatchewan and one representative from the Provincial Métis Youth Council, for a total of 18 PMC members. The PMC is the Cabinet and is responsible for the portfolios assigned and recommended by the president. Article 3(4)(b) states that the PMC shall designate persons who may have signing authority for the purpose of conducting the affairs of the organization, and which shall include the treasurer. Article 3(5) states that the PMC shall meet at least once every two months. Article 4 states that there shall be four executive members who are elected province-wide and that the executive shall be composed of a president, vice president, secretary and treasurer. The term of office for the executive is four years. Article 4(4) states that the president shall be the head of the executive and chief political spokesperson for the organization. Article 4(4)(b) states that the president shall assign and recommend portfolios subject to the approval of the PMC and ratification of the Métis Nation Legislative Assembly. Article 4(5) states the executive shall meet at least once per month and that three members shall constitute a quorum. Article 4(6) states that the executive shall provide written reports to the Métis Nation Legislative Assembly.

**Background to the Amended Banking Resolution**

(i) *The evidence of the applicant*

[10] Gerald Morin, the elected vice president of the Métis Nation, filed an

affidavit in support of the application. He states he has become concerned about aspects of the operation of the Métis Nation, and a number of the PMC members have expressed similar concerns to him. He does not identify the concerns. He states he is also aware of the results of various audits and assessments that have been circulated to members of the PMC that bring to light concerns over the governance of the Métis Nation as a whole. He does not identify the concerns.

[11] He states he and other members of the PMC have attempted to discuss the matter with Mr. Doucette. He does not indicate when or what he attempted to discuss with Mr. Doucette. He goes on to state that on several occasions he has requested Mr. Doucette to call a PMC meeting, and Mr. Doucette effectively refused this request because he made it a requirement of the meeting that the PMC members first engage in extensive consultations with their constituencies, which had not previously been a requirement, and which, in his opinion, is practically impossible to do. As a result of this, a majority and a quorum of the PMC, who, *ex officio*, are also the directors of the Métis Nation, provided a notice of a meeting to be held on May 4 and 5, 2013, in Saskatoon.

[12] The notice for the meeting was provided on April 23, 2013, via email. It attached an agenda which included "Review of Signing and Operational Authority on Bank Accounts Operated in the Name of the Secretariat", and an open letter to Mr. Doucette. This letter stated the PMC was concerned that a building owned by Provincial Métis Holdco Inc. had been sold without consultation with the PMC and that the PMC was not consulted on how the proceeds of the sale were to be distributed. The letter went on to state that there was a wider and longstanding problem of the "spending and other operational actions which continue to occur under the President's direction without authorization from or accountability to the PMC." The letter stated there were a

number of governance issues of concern, one in particular being that the president has failed to call meetings of the PMC every two months as required by the constitution.

[13] Ms. Helene Johnson, one of the regional representatives serving on the PMC, filed an affidavit. Ms. Johnson chaired the meeting of May 4-5, 2013, and attached the minutes of the meeting to her affidavit. The minutes reflect that 12 persons were present on May 4 and that 11 persons were present on May 5. The minutes reflect that she was elected chair of the meeting due to the absence of the president, Robert Doucette. Mr. Gerald Morin was the only member of the executive present at the meeting. The minutes reflect that 26 resolutions were passed over the two days. Motion No. 7 is the motion that results in this application. It states:

**MOTION # 7**

**BE IT RESOLVED:**

That we the members of the Provincial Métis council, sitting also as the Board of Directors of the Métis Nation – Saskatchewan Secretariat (the “Secretariat”), hereby appoint Louis Gardiner, Métis Nation – Saskatchewan (the “MN-S”) Treasurer, Gerald Morin, MN-S Vice-President, and Darlene McKay, MN-S Regional Director of Western Region 2, as having signing authority for the purpose of all contractual and financial matters for the MN-S and the Secretariat, including, but not limited to, all financial transactions, banking agreements, cheques, employment contracts, contribution agreements, and amendments to contribution agreements.

Further, that the signatures of any two of the three hereby appointed shall be required for any document or agreement.

Further, that any two or the three hereby appointed be authorized to give lawful direction to financial institutions with regard to the ongoing business of the MN-S, the Provincial Métis Council, and the Secretariat.

It will be observed that the resolution applies to all contracts, not simply matters related to banking agreements or cheques.

[14] Other motions relevant to this application are Motions No. 11 and No. 13. Motion No. 11 appointed lawyers representing the applicant on this application as the lawyers for the Métis Nation effective immediately, and ordered the previous lawyers to turn over all files to new counsel. It went on to state:

Further, that Gerald Morin and Glen McCallum be vested with the full authority of the Provincial Métis Council and the Secretariat and authorized to provide ongoing instruction to legal counsel on behalf of the MN-S, Provincial Métis Council, and the Secretariat.

Motion No. 13 states:

**MOTION # 13**

**BE IT RESOLVED:**

That we the members of the Provincial Métis Council, sitting also as the Board of Directors of the Métis Nation – Saskatchewan Secretariat (the “Secretariat”), hereby we instruct Derek Langan, minister of Housing, to provide us with a full accounting of the proceeds of the sale of 219 Robin Crescent, including a detailed financial breakdown of the funds from the sale.

[15] Ms. Johnson, in her affidavit, states there was consensus at the meeting that the agenda items needed to be addressed without delay and there was no prospect of those issues being addressed in a timely manner under the chairmanship of Robert Doucette. She goes on to state that there was a lack of confidence in Robert Doucette for not calling a PMC meeting, which included the fact he was requesting PMC members to engage in extensive consultation with all local presidents in the respective districts in order to set an agenda for the PMC meeting, and that he had stated that he would not call a PMC meeting until an agreement on a process for this had been reached. Her affidavit states that in response to the PMC notice of meeting for May 4-5, Mr. Doucette on May 2 forwarded a notice to all PMC members calling a meeting for May 25, 2013, in which he stated the only purpose was to set a date for a meeting of the Métis Nation assembly to

deal with all of those matters appearing in the agenda for the PMC meeting of May 4-5. Her affidavit states that PMC members disagreed with his view the agenda items could be dealt with by the Legislative Assembly. She states that on May 25, 2013, at the meeting called by Mr. Doucette, a quorum was achieved. Mr. Doucette refused to add items to the agenda for the meeting. Mr. Doucette's resolution to set a date for a Legislative Assembly meeting was defeated, after which Mr. Doucette and several other members of the PMC left the meeting.

(ii) *The evidence of Mr. Doucette*

[16] Mr. Doucette, in his affidavit, indicates that he is elected as president province-wide and has been the president since 2007. He points out, which is not disputed, that historically the president is responsible for calling and chairing PMC meetings. He questions the legality of the PMC meeting of May 4 and 5, 2013, and takes issue with the presence of one person who participated, Ms. Tammy Mah, who he states is not a qualified member of the PMC.

[17] Mr. Doucette states that in the past, from mid-2010 to January 2012, the executive has been forced to operate without a functioning PMC because meetings were convened but the required quorum of 11 members could not be achieved. He states that in a memo to PMC members dated February 20, 2013, which he attaches to his affidavit, he was advised by the treasurer that the PMC meeting budget was overspent and that if there was a meeting, it should be a conference call. This memo cancelled the March 5 and 6, 2013, meeting and stated it would be rescheduled in the new fiscal year and asked for proposed dates and/or place to hold such a meeting. On March 28, 2013, he sent an email to PMC members stating he was not opposed to a meeting, and asked members to send in their proposed agenda items with an explanation for the same and any remedy proposed. The memo makes the point that he does not want issues brought to the floor

and dealt with on the same day when he does not have an opportunity to prepare a proper response or give advice with respect to the matter. The memo also pointed out that regional councils, according to the constitution, should provide direction to the representatives on the PMC and asked how this requirement could be met. This memo concluded:

Until we resolve those questions and come to some respectful process that is transparent and accountable to all of us, including the Executive, Regional Representatives[,] the Local presidents, the Metis Women and the Metis Youth I'm in no position to call a PMC meeting. If you would like to comment on this decision please send me an email and I will respond accordingly.

[18] Following receipt of the notice for the meeting on May 4-5, 2013, Mr. Doucette sent a letter dated May 2, 2013, to the PMC members, with a copy to all Métis local presidents, the Métis Women of Saskatchewan, the Provincial Métis Youth of Saskatchewan, which is the letter referred to by Ms. Johnson, *supra*. In this letter, he took issue with the right of regional representatives to call a PMC meeting which historically had been done only by the president. He stated that the Métis Legislative Assembly was the proper institution to decide all of the agenda items listed on the draft agenda and stated he was prepared to go to the assembly and let the Métis local leaders decide the issues of the Métis Nation. He concluded by stating he was prepared to call a PMC meeting for May 25, 2013, with one agenda item, which would be setting a meeting for a Métis Legislative Assembly meeting and to consider this letter his notice for that meeting.

[19] In his affidavit, he states that he has received many notices of objection to the actions taken at the PMC meeting on May 4-5, 2013, from local presidents who are members of the regional councils. In a letter dated June 10, 2013, to PMC members, he states a petition signed by 397 individuals has been received respecting the holding of a

special meeting.

... the sole issue of the special meeting is to discuss all matters respecting the operation of Metis Nation Secretariat Inc., and to confirm August 30th and 31st as the dates for the next Metis Nation Legislative Assembly as directed by the Metis people who attended the May 24th and 25th, 2013 State of the Nation Meeting.”

The letter states there will be a meeting of the PMC held on June 29, 2013, and requests them to be prepared to discuss matters related to the operation of the Métis Nation and to set a date for the Métis Nation Saskatchewan Legislative Assembly.

[20] Mr. Doucette states the executive plays a significant role in the governance of the Métis Nation and, under the constitution, is to meet monthly. He states that historically the current executive are the signing officers for all contracts and financial documents, including cheques, and the practice has been for the president and treasurer to sign all cheques and only in their absence have one of the other members of the executive sign. He states it is important that signing authority continues to reside with the executive because the executive represents the Métis Nation as a whole and is not beholden to any one area or any one set of interests.

[21] With respect to the item referred to in the PMC notice related to the sale of the business premises, he states the money remains in trust and has not been accessed by the executive. He attaches nine-month financial statements for all of the operations of the Métis Nation, which he states was distributed to the PMC members in January 2013. He states he does not know what financial concerns Mr. Morin has, as he has never raised any such concerns with him.

**Requirements for Interlocutory Injunctive Relief**

[22] The approach the Court should take in an application for interlocutory

injunctive relief is summarized at paragraph 113 of the Saskatchewan Court of Appeal decision in *Potash Corp. of Saskatchewan Inc. v. Mosaic Potash Esterhazy Limited Partnership*, 2011 SKCA 120, 341 D.L.R. (4th) 407:

[113] In the interest of clarity, it may be useful to recapitulate the basic points which have been developed in the course of these reasons and to summarize the approach a judge should typically take when deciding whether to grant interlocutory injunctive relief. This can be done as follows:

- (a) The judge should normally begin with a preliminary consideration of the strength of the plaintiff's case. The general rule in this regard is that the plaintiff must demonstrate a serious issue to be tried, i.e. the plaintiff must have a claim which is not frivolous or vexatious. If the plaintiff raises a serious issue to be tried, it is necessary for the judge to turn to the matters of irreparable harm and balance of convenience.
- (b) Irreparable harm is best seen as an aspect of the balance of convenience. The general rule here is that the plaintiff must establish at least a meaningful doubt as to whether the loss he or she might suffer before trial if an injunction is not granted can be compensated for, or adequately compensated for, in damages. Put another way, the plaintiff must demonstrate a meaningful risk of irreparable harm. If this is done, the analysis turns to the balance of convenience proper.
- (c) The assessment of the balance of convenience is usually the core of the analysis. In this regard, the relative strength of the plaintiff's case, the relative likelihood of irreparable harm, and the likely amount and nature of such harm will typically all be relevant considerations. Depending on the particulars of the case, strength in relation to one of these matters might compensate for weakness in another. Centrally, the judge must weigh the risk of the irreparable harm the plaintiff is likely to suffer before trial if the injunction is not granted, and he or she succeeds at trial, against the risk of the irreparable harm the defendant is likely to suffer if the injunction is granted and he or she prevails at trial. That said, the balance of convenience analysis is compendious. It can accommodate a range of equitable and other considerations.
- (d) The judge's ultimate focus in considering whether to grant



interlocutory injunctive relief must be on the overall equities and justice of the situation at hand.

[23] As an added party to the application and the action, Mr. Doucette is properly entitled to challenge the application for the interlocutory injunction in the same manner he would if the application was to prohibit or enjoin him from acting as a signing officer for the Métis Nation, which is the effect of the resolution removing him as a signing authority, and the purpose of this application.

#### **Analysis**

[24] What emerges from the foregoing evidence is that the PMC is of the opinion that it has not been appropriately consulted with respect to certain activities or operations of the Métis Nation, there has not been in recent times a PMC meeting every two months as called for in the constitution, and there is a difference of opinion between the president and members of the PMC on the type of preparation that should precede the calling of such a meeting. These are governance issues which may well have some merit, but the concerns do not provide any specifics of financial irregularity or misconduct on the part of Mr. Doucette or other members of the executive.

[25] The only allegation related to finances is Mr. Morin's statement, "a much wider and longstanding problem of the spending and other operational actions which continue to occur under the president's direction without authorization from or accountability to the PMC. No specifics are provided, and consequently, there is no evidence of wrongful spending by Mr. Doucette. It is curious, given the fact that two signatures are required for all cheques, why spending did not become an issue at the executive by Mr. Morin if, indeed, it was a concern for him. The financial statements indicate there are a multitude of budgets administered within the activities of the Métis

Nation, including the Secretariat, intergovernmental government affairs, genealogy registry, health, harvesting and education. What overspending in what budget is not identified. Each of the separate activities have their own coordinators responsible for them. The question with respect to the proceeds of the sale of the office building, again, is one that Mr. Morin or other PMC members could have asked for an answer on. It is not evidence of misconduct.

(i) *Serious question to be tried*

[26] The applicant's position is that Article 3(4)(b) of the constitution, *supra*, provides it with the power to designate persons who may have signing authority as long as it includes the treasurer, and it was entitled to change the signing authorities as it has. Mr. Doucette's position is that past practice and operational efficiency requires the president be a signing authority in the absence of any suggestion of misconduct and that there is a disconnect between the governance issues identified by the PMC and the remedy of his removal as a signing officer.

[27] There is no question that the executive is identified in Article 4 of the constitution, separate and apart from the PMC, and while the constitution does not spell out the duties of the executive, in a corporate sense, the executive of a corporation is the body which directly manages the operations of the corporation between meetings of the Board of Directors, and consists of the officers of the corporation. Mr. Doucette states that this has been the practice of the Métis Nation and this is not disputed by the applicant.

[28] The power granted by the constitution of an organization must be exercised in the interests of the organization, and not for an ulterior purpose. A power that is used for an ulterior purpose other than the purpose for which the power was granted to begin

with may be set aside on the ground that it is a wrongful exercise of the discretion. As noted in Guy Régimbald, *Canadian Administrative Law* (Markham, Ont.: LexisNexis Canada Inc., 2008) at 187:

Courts have always reviewed the exercise of discretion for an improper purpose. Courts have always felt authorized to verify if the objective or the goal pursued by an administrative decision maker was the same as that of the legislature in enacting those powers. If an applicant can prove that the administrative decision maker acted for an improper purpose, that decision may be quashed. ...

Mr. Doucette's position is that the power given to the PMC to name the signing authorities was used for the ulterior purpose of disempowering him as president and empowering Mr. Morin and the PMC. While this application relates only to the signing authority, the other resolutions passed by the PMC are also relevant on this point, including the resolution changing the lawyers for the Métis Nation, and disempowering him as a person who may instruct them.

[29] It is not for this Court on an interlocutory application to answer the issue raised. The applicant satisfies the requirement that there is a serious issue to be tried, but it is not an issue the outcome of which can be predicted at this point in time, and a trial will be required to determine the issue.

(ii) *Irreparable harm*

[30] The applicant has failed to offer any evidence that the Métis Nation has experienced any harm or damage as a result of Mr. Doucette being a signing officer at the time the resolution was passed. Putting the PMC's case at its highest, it amounts to saying, "We have not been properly consulted and, therefore, we have a bunch of questions." There is no evidence Mr. Doucette has caused harm or damage as a result of being a signing officer of the Métis Nation. It follows the applicant has failed to

demonstrate any irreparable harm or damage to the Métis Nation if the injunction is not granted.

(iii) *Balance of convenience*

[31] While I have found the applicant has failed to establish irreparable harm, I am satisfied there is a potential for harm to the Métis Nation if its president is restrained in the manner contemplated by the resolution as set out in the foregoing. The constitution calls for an executive of four persons, not of one person, namely, Mr. Morin, who would presumably have influence over the non-executive member Ms. Darlene McKay, who is a third signing authority, and both of whom could bypass the treasurer. What harm would come from Mr. Morin exercising his positive signing authority, or declining to sign matters the president thought should be signed, cannot be known, but if any such harm resulted, it would be very difficult to calculate in monetary terms. The provision in the constitution which states that the president is the head of the executive is no longer operational as a result of the PMC signing resolution. This role has been assumed by Mr. Morin, who controls the signing authority and the authority to instruct lawyers for the Métis Nation.

[32] The balance of convenience, and the overall equities of the matter, clearly favour denying the interlocutory injunction. The application for an interlocutory injunction is dismissed.

[33] On May 30, 2013, the original return date for the motion, counsel for the applicant and counsel for the Banks prepared a draft order which included an interim signing officer protocol to be in effect for the period of the adjournment anticipated or until further order of the Court. It provided that signing authority should be one of Louis Gardiner (treasurer) or Robert Doucette (president) together with one of either Mr. Morin

(vice president) or Darlene McKay (area director). This interim resolution creates the potential for deadlock. It is not clear that Mr. Doucette was consulted with respect to the terms of the protocol. It is also not clear whether the existing protocol has caused problems in the operational efficiency of the Métis Nation. It is by no means certain that the applicant will proceed with this action or, if it does, the time table in which it will do so. Leave is granted to Mr. Doucette to bring an application to have the necessity for such an interim protocol, or the terms of the same, reviewed by the Court if he is so advised.

[34] Mr. Doucette is entitled to taxable costs of the application.

[35] Order accordingly.

R.D. Laing J.  
R.D. Laing

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**QUEEN'S BENCH FOR SASKATCHEWAN**

Date: 2014 03 20  
Docket: Q.B. 1519/2013  
Judicial Centre: Saskatoon

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BETWEEN:

GERALD MORIN, HELENE JOHNSON, DARLENE  
MCKAY, TAMMY MAH, LENNARD MORIN, BILL  
KENNEDY, GLEN MCCALLUM, BEVERLEY WORSLEY,  
LELA ARNOLD, MICHAEL BELL, CHESTER HERMAN  
AND DEREK LANGAN

APPLICANTS

- and -

MÉTIS NATION – SASKATCHEWAN, MÉTIS NATION  
SASKATCHEWAN SECRETARIAT INC. AND MÉTIS  
NATION LEGISLATIVE ASSEMBLY

RESPONDENTS

Counsel:  
Jay D. Watson  
Randal C. Touet

for the applicants  
for the respondents

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JUDGMENT  
March 20, 2014

KEENE J.

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**THE APPLICATION**

[1] The applicants, pursuant to Rules 3-49(1)(d) and (g) and 3-56 of *The Queen's Bench Rules* seek orders quashing the meetings (and by implication any resolutions arising therefrom) of the respondents: (1) a Special Meeting held on June

29, 2013; and (2) Métis Nation Saskatchewan Legislative Assembly (meeting held on September 7 and 8, 2013).

#### LEGISLATIVE FRAMEWORK

[2] The organization known as the Métis Nation - Saskatchewan ("MN-S") is governed by its Constitution ("Constitution"). In this judgment unless otherwise stated I will be referring to the Constitution as it was prior to September 7, 2013. The *Métis Nation of Saskatchewan Legislative Assembly Act* ("*MNSLA Act*") appears to have been passed by the MN-S pursuant to their Constitution. This *MNSLA Act* is not a provincial statute passed by the Saskatchewan Legislature.

[3] The Métis Nation - Saskatchewan Secretariat Inc. ("MN-SS") is a corporation established by *The Métis Act*, S.S. 2001, c. M-14.01 (the "*Act*").

[4] Article 3 of the Constitution creates a Provincial Métis Council ("PMC"). The PMC appears to have been given considerable authority over the appointment of members of committees, signing authorities and of significance to this application, the convening of the Métis Nation Legislative Assembly ("MNLA"). In this regard the Constitution mandates:

#### ARTICLE 3: PROVINCIAL MÉTIS COUNCIL

10. The Provincial Métis Council shall set the date and place for each Métis Nation Legislative Assembly sitting, provided no less than thirty (30) days written notice is given to the President of each Local. [Emphasis added]



[5] Article 4 of the Constitution sets out the formation and powers of the MN-S "Executive". It is to be noted there is no provision for the president or any member of the executive to convene a MNLA.

[6] Article 15 of the Constitution sets out the "amending formula" by which the Constitution shall be amended. This article states:

ARTICLE 15: AMENDING FORMULA

1. The Constitution shall only be amended by the majority of three quarters of the members of the Métis Nation Legislative Assembly and ratified by three quarters of the members of the General Assembly.
2. All proposed amendments to the Constitution must be registered with the Métis Nation - Saskatchewan Head Office thirty days prior to the sitting of the Métis Nation Legislative Assembly is provided. Where the minimum 30 days notice is provided under Article 2. Section 8, all proposed amendments must be registered 14 days prior to the sitting of the Métis Nation Legislative Assembly. (inserted June 26/97)

[7] The *MNSLA Act* appears designed to provide rules for the conducting of the assembly. It provides, *inter alia*, rules for the composition of the assembly, voting and quorum, appointment of a Speaker and his/her duties and appointment of a clerk and his/her duties.

[8] The *Act* sets out the establishment of the Board of Directors of the MN-SS in s. 7 as follows:

7(1) The board of directors consists of those persons who are members of the Provincial Métis Council of the Métis Nation - Saskatchewan.

(2) The board of directors shall direct and manage the activities and affairs of the corporation.

(3) The board of directors shall formalize its decisions by resolution or bylaw.

[9] Of interest to this application is s. 9 of the *Act* which states:

9(1) If a petition that requests the holding of a special meeting and that is signed by at least 250 Métis individuals of Saskatchewan is delivered to the head office of the corporation, the board of directors shall, within 60 days, hold a special meeting with the Métis people of Saskatchewan to discuss any matter stated in the petition respecting the operation of the corporation.

(2) The board of directors shall cause a notice of the meeting mentioned in subsection (1) to be published:

(a) at least seven days before the day of the meeting;  
and

(b) in at least two newspapers having general circulation in Saskatchewan.

[Emphasis added]

#### **GENERAL BACKGROUND**

[10] The applicants make up 12 of the 18 members of the PMC. It is important to note that all members of the PMC are elected pursuant to the workings of the Constitution. Article 3, Section 1 of the Constitution states:

ARTICLE 3: PROVINCIAL MÉTIS COUNCIL

1. The Provincial Métis Council shall be composed of the elected Regional Representatives, the Executive, one representative from the Métis Women of Saskatchewan and one representative from the Provincial Métis Youth Council for a total of eighteen (18) Provincial Métis Council members. (amended November 18, 2000)

[11] Mr. Robert Doucette is the president of the MN-S. It is quite evident that disharmony exists between the applicants and Mr. Doucette.

[12] A Petition was circulated and a Special Meeting was held on June 29, 2013 purporting to have been convened pursuant to s. 9 (1) of the *Act*. The Petition stated:

ACCORDINGLY, THE SOLE ISSUE OF THE SPECIAL MEETING IS TO DISCUSS ALL MATTERS RESPECTING THE OPERATION OF METIS NATION SECRETARIAT INC AND TO CONFIRM AUGUST 30<sup>TH</sup> AND 31<sup>ST</sup>, 2013 AS THE DATES FOR THE NEXT METIS NATION LEGISLATIVE ASSEMBLY AS DIRECTED BY THE METIS PEOPLE WHO ATTENDED THE MAY 24<sup>TH</sup> -25<sup>TH</sup>, 2013 STATE OF THE NATION MEETING.

[13] The applicants state that the PMC did not call this meeting nor was any resolution passed to formalize the setting of such a meeting date. They point out that this is in contravention of the *Act*.

[14] Nevertheless a meeting was held on June 29, 2013 and it appears those in attendance approved the holding of a MNLA on September 7 and 8, 2013 in Saskatoon.

[15] The applicants state that at no time did the PMC set or approve of the September 7 and 8, 2013 MNLA and protested the convening of this MNLA. The

applicants take the position that it was Mr. Doucette who directed the MNLA to be held.

[16] In any event, a meeting referred to as a MNLA was convened on September 7, 2013. Mr. William Goodon (having been previously appointed Speaker in 2011 for a two year term) attended in his official capacity. Roll call established 85 delegates registered and accordingly Mr. Goodon believed that there was quorum (i.e. 75 delegates as needed). It is to be noted that Article Three - Composition of the Métis National Legislative Assembly - found in the *MNSLA Act* specifies how the MNLA should be composed. The applicants argue that there was a fundamental misunderstanding by the Speaker and others as to the proper composition of the MNLA for the purposes of quorum. The applicants state that it appears "delegates" (who would not necessarily have met the criteria set out under Article Three of the *MNSLA Act*) were nonetheless recorded as part of the quorum. The applicants take the position that there was less than quorum throughout the two days of the meeting.

[17] It appears that there was need to have a co-chair (as Mr. Goodon referred to his title) since the previous PMC appointed co-chair was absent. Mr. Lagimodiere was appointed from the floor (even though the *MNSLA Act* requires the Speaker to be appointed by the PMC - see Article Five, Section 5.1 of the *MNSLA Act*). The initial stages of the meeting proved to be somewhat chaotic (see Minutes of the Meeting attached as Exhibit P to the affidavit of Robert Doucette). One of the first speakers was Mr. Gerald Morin (one of the applicants) who protested that the MNLA was not legal in that the PMC had not met for several months and had not called the MNLA. A brief recess was called by Mr. Goodon to discuss matters with Mr. Lagimodiere. Mr.

Goodon expressed concerns that the MNLA was not properly called. Mr. Lagimodiere disagreed. The two gentlemen then decided to press on.

[18] Shortly thereafter according to Mr. Goodon, a motion was presented from the floor to suspend 11 members of the PMC (see para. 24 of Mr. Goodon's affidavit). Mr. Goodon declared the motion to be out of order. However his concerns were apparently rejected by what he called the "vast consensus" of those there. Feeling that this was undemocratic and against the *MNSLA Act*, Mr. Goodon tendered his immediate resignation and left the meeting. The minutes do not appear to have recorded any of this in detail. However I accept Mr. Goodon's sworn version of those tumultuous events. I am left with the understanding therefore that 11 members of the PMC were then suspended.

[19] This then left the meeting in the hands of Mr. Lagimodiere. A number of motions appear to have been put forward and passed. Many dealt with amendments to the Constitution. A comparison of the Constitution prior to September 7, 2013 (see Exhibit B of the affidavit of Robert Doucette) and the amended Constitution (attached as Tab 3 to the applicants' brief) show the changes. Indeed, Mr. Morin believes 82% of the Constitution was changed during those two days. I note that Article 3, Section 10 was changed from the previous Constitution (indicating that the PMC was to set the MNLA) to new wording in which the General Assembly was to set the dates for the MNLA.

[20] As indicated above, a concern has been raised by the applicants as to whether quorum existed after Mr. Goodon's departure (see affidavits of William Neil

Goodon, Mavis Taylor and Darlene McKay). This has been countered by Mr. Doucette's evidence that quorum had been established.

## ANALYSIS

[21] The first issue is: should this Court entertain the application because of the nature of the parties and indeed the nature of what is being impugned? Here the applicants wish to have two meetings quashed for being irregularly convened (and by application the fruits of these meetings – the resolutions set aside).

[22] There is a line of authority that would suggest preclusion of this Court as ON: LexisNexis, 2011) at pps. 187-188). However I am satisfied that Superior Courts a judicial reviewer (see Sara Blake, *Administrative Law in Canada*, 5<sup>th</sup> ed. (Markham, ON: LexisNexis, 2011) at pps. 187-188). However I am satisfied that Superior Courts in this province and elsewhere have engaged in this type of review and particularly regarding procedural fairness and natural justice. (See *Lonechild v. Federation of Saskatchewan Indian Nations Inc.*, 2011 SKQB 315, 382 Sask.R. 78; *Nigerians in Diaspora Organization Canada v. Ozemoyah*, 2011 ONSC 4696, [2011] O.J. No. 3674 (QL); *Alberta Soccer Assn. v. Charpentier*, 2010 ABQB 715, [2010] A.J. No. 1334; *Chyz v. Appraisal Institute of Canada* (1985), 44 Sask.R. 165, [1985] S.J. No. 820 (QL) (Sask.C.A.); *Pacific Métis Federation v. Mazur*, [1991] B.C.J. No. 3031 (QL), 27 A.C.W.S. (3d) 52 (B.C.S.C.); and *Woloshyn v. Assn. of United Ukrainian Canadians*, 2013 ABQB 262, [2013] A.J. No. 439 (QL).

[23] The *Woloshyn* case is of assistance. In that case, Justice Kent turns his mind to whether the case could be subject to judicial review. Justice Kent states as follows:

10 Mr. Woloshyn argues that this case fits squarely within those cases that the courts have found are amenable to judicial review. In *Lakeside Colony of Hutterian Brethren v. Hofer*, [1992] 3 SCR 165, members of an Hutterite colony had been ordered by the colony to vacate the property. The court held that courts should be slow to exercise jurisdiction over the question of membership in a voluntary association but that "...the courts have exercised jurisdiction where a property or civil right turns on the question of membership" (para 6), where either property and contractual rights are affected, the court may intervene (para 8), and that whether it is a property or contractual right, the question is whether it is "...of sufficient importance to deserve the intervention of the court and whether the remedy sought is susceptible of enforcement by the court"(para 9).

(See also paras. 11, 12 and 13)

[24] Justice Kent concludes in para. 20 by saying:

... As was stated in *Lakeside* and confirmed in *Boucher v. Metis Nation of Alberta Assn.* [2009] A.J. No. 4 (ABCA), I am limited to determining if there is a breach of internal rules, lack of procedural fairness or bad faith. ...

[25] I also note in *North v. Tanner* (1982), 51 N.S.R. (2d) 557, [1982] N.S.J. No. 385 (QL) (N.S.C.A.), the Nova Scotia Court of Appeal held that a section of a volunteer organization's bylaws had not been followed when some former members decided to hold an extraordinary general meeting. The court decided the disgruntled members did not have the authority to call the meeting. That case has direct application to the case at bar.

[26] Accordingly I will proceed with my consideration of this application. I will break it down into its two components, i.e. the June 29 meeting and the September MNLA.

**THE SPECIAL MEETING OF METS NATION - SASKATCHEWAN  
SECRETARIAT, INC. HELD JUNE 29, 2013**

[27] It is clear that only the Board of Directors of the MN-SS can convene a Special Meeting pursuant to s. 9(1) of the Act. The board did not call the June 29 meeting. The applicants raise several additional concerns (such as failure to deliver the Petition, notice of the Petition to the board members, etc.) about procedure. It appears that Mr. Dencette knew of the Petition and decided on his own to call the Special Meeting.

[28] The respondents argue that it did not matter how the Special Meeting came to be because once a Petition was signed up, the meeting had to be held. In short, no harm done. I disagree with such a relaxed approach. The MN-SS is a unique corporation having been established by statute. In my view, compliance with the statutory direction in the Act should have been followed. I also note that s. 9(1) of the Act mandates that only the discussion of the operation of the corporation should take place. I fail to see how this encompasses the bypassing of the Constitution and the setting of a date for a MNLA. I appreciate Article 14(A) of the Constitution refers to the Act and seems to restrict the purpose of the Secretariat (as it is described in the



Constitution) to carrying out the administrative duties of the MN-S. However that does not diminish the need to follow the statutory direction.

[29] I find that there was a breach of "internal rules" or the rules meant to govern the organization (see *Woloshyn* above) so to speak and certainly the question to determine by the court was of sufficient interest and therefore reviewable. Accordingly I find that the Special Meeting held on June 29, 2013 was a nullity and anything passed at such a wildcat meeting had equally no validity.

**THE MÉTIS NATION SASKATCHEWAN LEGISLATIVE ASSEMBLY HELD  
SEPTEMBER 7 AND 8, 2013**

[30] I appreciate that the respondents claim that during the Special Meeting held on June 29, 2013 a resolution was passed to hold a MNLA on September 7 and 8, 2013. I have already ruled above such a resolution was of no consequence. Again, as I understand the respondents' argument regardless of how it came to be, the MNLA could be held. I disagree.

[31] Firstly, only the PMC can set the date and place for a MNLA. This clearly was not done. The respondents argue that it does not matter since the important thing is to have the meeting - not who called it or how it was called. Again I disagree. The language of Article 3, Section 10 of the Constitution is mandatory ("shall") and not permissive. In my opinion, it is important for all parties to honour their Constitution and follow the directions set out in the Constitution. In addition the *MNSLA Act* further amplifies the need to follow the rules. It is obvious a great deal of thought and effort

were put into drafting the Constitution and the *MNSLA Act* and such important governing documents should not be easily brushed aside.

[32] I have heard the argument of the respondents that such procedural irregularity is of little consequence or prejudice. This is not correct. The prejudice here is obvious. The applicants were stripped of their office (and it is important to remember that these were elected officials) and the Constitution in part rewritten. Surely when such drastic action is being contemplated, procedural regularity and fairness must be followed.

[33] In my opinion, there was a complete failure to follow the internal rules or the rules meant to govern the organization and the question to determine was of sufficient importance and therefore reviewable. I am satisfied that the calling of the September 7 and 8, 2013 MNLA was a nullity and a meeting should not have been held. There is ample judicial authority to support this finding (see *Lonechild, Nigerians in Diaspora, Alberta Soccer Assn., Pacific Métis Federation, Woloshyn and North*). Accordingly anything produced at the MNLA is also a nullity.

#### CONCLUSION

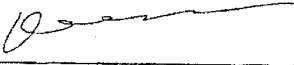
[34] Finding as such, I grant the relief requested in the applicants' originating application; namely that the Special Meeting held on June 29, 2013 was a nullity and anything arising from such a meeting a nullity; and the MNLA held on September 7 and 8, 2013 was a nullity and anything arising from such a meeting, including any

amendments to the Constitution or the suspension of any members of the PMC, were nullities and of no affect.

[35] Having found as I have, it is not necessary to consider the other arguments put forth by the applicants in their brief and oral presentation. However I will say such arguments regarding further breaches of procedural fairness and natural justice were persuasive (i.e. lack of quorum, lack of proper notice and opportunity to reply, etc. ).

#### COSTS

[36] The parties are to contact the Local Registrar within 15 days to arrange for a hearing date before myself to discuss the issue of costs in this case as well as Q.B. 1184 of 2013.

  
\_\_\_\_\_  
J.  
T.J. KEENE



# QUEEN'S BENCH FOR SASKATCHEWAN

Citation: 2014 SKQB 421

Date: 2014 12 22  
Docket: QBG 1530 of 2014  
Judicial Centre: Saskatoon

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BETWEEN:

ROBERT DOUCETTE, REPRESENTING MÉTIS NATION –  
SASKATCHEWAN,

PLAINTIFF  
(APPLICANT)

- and -

GERALD MORIN, HELEN JOHNSON, DARLENE McKAY,  
LENNARD MORIN, BILL KENNEDY, GLEN McCALLUM,  
LELA ARNOLD, MICHAEL BELL, CHESTER HERMAN,  
EARL COOK, and DEREK LANGAN, as members of the  
Provincial Métis Council of the Métis Nation Legislative Assembly,  
and the PROVINCIAL MÉTIS COUNCIL OF THE MÉTIS  
NATION LEGISLATIVE ASSEMBLY,

DEFENDANTS  
(RESPONDENTS)

Counsel:

Jay D. Watson  
James E. Seibel

for Gerald Morin  
for Robert Doucette representing Métis  
Nation - Saskatchewan

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FIAT  
December 22, 2014

SCHERMAN J.

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**Introduction**

[1] The court is asked to intervene in an internecine struggle that could, if alive, provide Shakespeare with inspiration for a new tragedy and interesting

commentary from Machiavelli.

[2] A claim and application brought in the names of Métis Nation – Saskatchewan [MNS], The Métis Nation - Saskatchewan Secretariat Inc. and the Métis Nation Legislative Assembly sought an interlocutory mandatory injunction directed to the named defendants, as members of the Provincial Métis Council [PMC] requiring the PMC and its individual members to meet and set a time and date for a session of the Métis Nation Legislative Assembly [MNLA]. The defendants/respondents questioned the authority of legal counsel to commence the action and to bring the application in the names of the then plaintiffs.

[3] The catalyst for these proceedings is that, effective November 1, 2014, the Minister of Aboriginal Affairs and Northern Development Canada [the Minister] suspended funding for Métis Nation - Saskatchewan because its Legislative Assembly has not held Métis Nation Legislative Assemblies as required by its Constitution. The last MNLA was held November 27/28, 2010.

[4] Under the Constitution of MNS two sessions of the MNLA and one General Assembly are to be held each year. The PMC is to set the date and place for the sessions of the MNLA.

[5] By the Constitution of MNS, the PMC consists of 18 elected members, who in effect act as the cabinet of the MNLA. These members include four individuals elected as executive members of MNS by the membership of MNS at large. These executive members are the President (Robert Doucette), the Vice President (Gerald Morin), the Treasurer (Louis Gardiner) and the Secretary (May Henderson). Each of 12 regions also elects members to the PMC and there is one

representative from each of Métis Women of Saskatchewan and Métis Youth.

[6] There is conflict among two factions of the PMC. One faction, which I designate the Doucette faction, consists of President Doucette, Treasurer Gardiner and Secretary Henderson who constitute a majority of the executive. The other faction, which I designate the Morin faction, consists of Vice President Morin and the other named defendants. This faction of 12 individuals, by virtue of their majority numbers controls the ability to assemble a quorum of the PMC and the ability to decide matters within the PMC.

[7] There has been no PMC meeting since February of 2013. Commencing in April of 2013 the Morin faction was asking for meetings of the PMC to be called with agenda items to include a review of the executive's administration of the financial affairs of MNS. President Doucette took the position that the authority to call meetings of the PMC and to set the agenda lay with him as President, or with the executive as a whole. He was prepared to call meetings of the PMC only when and pursuant to terms and/or an agenda set by him. As a result no properly constituted PMC meetings were held in 2013 after the February meeting.

[8] Commencing May 23, 2014 President Doucette wanted to call a PMC meeting with only one agenda item, being the calling of a MNLA. For various reasons the members of the Morin faction were not prepared to or were unable to attend the PMC meetings called by President Doucette. As a consequence no meeting could be held because a quorum could not be assembled.

[9] The Morin faction has taken the position that they are prepared to attend a PMC meeting called by President Doucette if it is understood that a majority of the

members of the PMC at meetings determines the agenda.

**Issues to be considered**

[10] The following issues arise in this application:

- a) The Authority Issue – Were the proceedings and the application brought without proper authority and if so should the application be dismissed on that basis?
- b) The Court's Jurisdiction - If Robert Doucette, in a representative capacity, has the status and authority to commence the action and bring the application, can and should the court intervene to provide interim mandatory injunctive relief in respect of a political dispute within a self-proclaimed legislative body?
- c) The Appropriate Test – If the court assumes jurisdiction, what is the appropriate test to apply in determining whether mandatory injunctive relief should be granted given that political positions and democratic rights within a voluntary organization are involved?
- d) The Scope of Relief - Assuming the criteria for entitlement to mandatory injunctive relief are satisfied, what is the appropriate scope of the mandatory injunctive relief to be granted?

**Background Facts**

*The Constitution of Métis Nation - Saskatchewan*

[11] *The Métis Act*, SS 2001, c M-14.01 [the *Act*] recognizes the contribution of the Métis people to Canada and Saskatchewan and in s. 3



provides that the Government of Saskatchewan and Métis Nation - Saskatchewan (an undefined term in the *Act*) will work together in a bilateral process to address various issues. The *Act* does not establish nor reference in any way the Constitution of Métis Nation - Saskatchewan.

[12] The *Act* does create a non-profit corporation called Métis Nation - Saskatchewan Secretariat Inc. to be the administrative body by which the policies and programs of Métis Nation - Saskatchewan are to be carried out and administered. Beyond these two references in the *Act* there is no further reference to Métis Nation - Saskatchewan.

[13] Métis Nation - Saskatchewan came into existence by virtue of the Constitution of Métis Nation - Saskatchewan [the Constitution] which was proclaimed by Métis people in Saskatchewan on December 3, 1993 and has been amended from time to time since. Thus MNS is a voluntarily organization and self-proclaimed nation established by individuals who self-identified as Métis in Saskatchewan. The Constitution states in Article 12 that MNS is seeking self-government as a third order of government within Canada.

[14] The Constitution spells out the organizational structure for MNS. Article 2 provides that there shall be a MNLA which is the governing authority of MNS. This body has the authority to enact legislation, regulations, rules and resolutions governing the affairs and conduct of the Métis in Saskatchewan. Among other things Article 2(11) provides that all budgets shall be determined by the MNLA based upon recommendations of the PMC.

[15] Article 3 establishes an 18 member PMC, which is composed of the elected regional representatives, the four elected members of the executive, and one representative from each of the Métis Women of Saskatchewan and the Provincial Métis Youth Council. The PMC is expressly stated to form the cabinet of the MNLA and be responsible for the portfolios assigned and recommended by the President. Article 3(5) states that the PMC shall meet at least once every two months and 11 members shall form a quorum.

[16] Article 3(7) provides that the PMC shall provide written reports to the MNLA and Article 3(10) provides the PMC shall set the date and place for each MNLA sitting. Members of the PMC are also members of the MNLA.

[17] Article 4 states that there shall be four executive members of the MNLA, elected province-wide composed of a president, vice president, secretary and treasurer. The term of office for the executive is four years. Article 4(4) states that the president shall be the head of the executive and chief political spokesperson for the organization. Article 4(4)(b) states that the president shall assign and recommend portfolios subject to the approval of the PMC and ratification by the MNLA. Article 4(5) states the executive shall meet at least once per month and three members shall constitute a quorum. Article 4(6) states that the executive shall provide written reports to the MNLA.

*Previous Disputes and Decisions of this Court*

[18] On May 5, 2013 the board of directors of Métis Nation - Saskatchewan Secretariat Inc. (composed of the same individuals as the PMC) passed resolutions

purporting to change the signing officers of the corporation from the Treasurer and one other member of the executive (which had customarily been the President) to any two of the Treasurer, Gerald Morin and Darlene McKay. This occurred in the context of differences between the Doucette faction and the Morin faction where the Morin faction was expressing concerns about the executive's financial management of MNS and lack of reporting to the PMC in regard thereto.

[19] Robert Doucette had not been calling the PMC meetings and from the perspective of the Morin faction was governing through the executive. The Morin faction, by this action, sought to take control of the financial affairs of MNS since Métis Nation - Saskatchewan Secretariat Inc. was the administrative body by which the policies and programs of MNS are carried out and administered.

[20] Métis Nation - Saskatchewan Secretariat Inc. then sought an interlocutory injunction requiring their banks to honour their directors' banking resolution. Robert Doucette was made a party to the proceedings and opposed the application for the injunction. The banks took no position.

[21] By a June 28, 2013 decision of Laing J. in *Métis Nation (Saskatchewan Secretariat Inc.) v Royal Bank of Canada*, 2013 SKQB 257, 425 Sask R. 77, the request for an injunction requiring the banks to honour the directors' banking resolution was dismissed. Justice Laing found that while there was evidence of governance issues of concern within MNS determination of those issues would require a trial. He found that there was no evidence in the material before him that Mr. Doucette had caused harm or damage as signing officer for MNS and there was potential harm to MNS if its president was restrained in the manner sought in the application. Laing J. dismissed the application for an injunction on the basis that the

balance of conveniences test and the overall equities of the matter favoured denying the injunction sought.

[22] A petition was circulated purporting to call a Special Meeting of the Métis Nation - Saskatchewan Secretariat Inc. for June 29, 2013. On June 29, 2013 such a meeting was held and it purported to convene a meeting of the MNLA for September 7 and 8, 2013. This MNLA meeting was held and purported to make numerous amendments to the Constitution that were supported by the Doucette faction. The defendants in this action applied to quash the meetings and any resolutions arising therefrom. By judgment of March 20, 2014 in *Gerald Morin v Métis Nation - Saskatchewan Secretariat Inc. and Métis Nation Legislative Assembly*, QB 1519/2013, Keene J. held that under the Constitution only the PMC can call or schedule a MNLA and as such that the meetings and anything arising from the September 2013 MNLA meeting including amendments to the Constitution or the suspension of any members was a nullity.

*The context within which this application is brought*

[23] Given the differences Robert Doucette and the Doucette faction adopted the strategy of administering the affairs of MNS as the elected executive without recourse to the PMC. This they were able to continue to do by not calling PMC meetings, which Robert Doucette claimed as his right and privilege as president. This strategy avoided the, at least symbolic, *coup d'état* that was likely to arise from a PMC meeting where the Morin faction would outvote the Doucette faction. This strategy worked until the federal government cut off funding.

[24] Requiring funding, the Doucette faction now needs a PMC meeting to

call a MNLA in the hope that the flow of federal funding can then be re-instituted. The Doucette faction no doubt hopes to carry a majority of votes at the MNLA but to avoid the Morin faction orchestrating what happens at the PMC, the Doucette faction wants a PMC meeting that deals with only one issue, the fixing of a time and place for a MNLA. For its part the Morin faction through its control of the agenda at the PMC apparently hopes to extract financial accounting or other information from the executive and set the agenda for the MNLA.

[25] The Morin faction says that it is happy to attend a PMC and fix a date and place for a MNLA, but they will not agree to a restricted agenda in the PMC. Clearly there are other matters the Morin faction wishes to make decisions on at a PMC meeting, and with their majority they will be able to control the agenda. Among other things the Morin faction hopes to impose financial reporting, accountability measures and other measures they are calling for.

[26] On this chess board of Métis Nation politics, the Doucette faction seeks a mandatory injunction to finesse the stalemate and move to "check", i.e., going directly to an MNLA without debate at the PMC. The Morin faction's opening response to this move is that there has been no valid authorization by any of the originally named plaintiffs to bring the action and seek the injunction. Therefore they say that the action should be struck out as having been commenced by legal counsel without any authority to do so.

*a) The Authority Issue - Are the proceedings brought without proper authority and if so should the application be dismissed on that basis?*

[27] The defendants/respondents cited a number of authorities that support

the proposition that *prima facie*, one director of a corporation has no power to act on behalf of a corporation and when a solicitor's right to issue a writ in the name of a corporation is questioned the onus is on the solicitor to show proper authorization to bring the proceedings. This the Morin faction says plaintiff's counsel cannot do since no authority to bring the proceedings has been authorized by any of the originally named plaintiffs.

[28] Clearly the board of Métis Nation - Saskatchewan Secretariat Inc. has not authorized these proceedings. There are, in my assessment, concerns beyond the lack of board authorization. The *Act* makes it clear that this corporation is the administrative body by which the policies and programs of MNS are to be carried out and administered. That being so it has no role to play in the political or democratic processes of MNS. Its sole role is to carry out the policies and programs of MNS from an administrative perspective.

[29] Quite apart from the arguments made by counsel for the respondents that the board of this corporation has not authorized these proceedings, I am of the opinion that Métis Nation - Saskatchewan Secretariat Inc. has no standing and no right to become involved in the democratic and political affairs of MNS. The legislation clearly intended the scope of its activities to be the administrative vehicle by which the policies and programs of MNS were implemented and delivered. It was not intended to be part of the political processes within MNS. Accordingly I order that Métis Nation - Saskatchewan Secretariat Inc. shall be struck as a plaintiff in the proceedings.

[30] The next issue is whether MNS or the MNLA must give authorization for counsel to bring this action or whether the authority of the president or a majority

of the executive suffices. With the exception of *Caribbean Cultural Committee v Toronto (City)* (2002), 21 CPC (5<sup>th</sup>) 274 (Ont Sup Ct) [*Caribbean Cultural*], the authorities cited by the respondents all deal with the issue of corporate authorization to take legal proceedings. I do not find these cases to be of assistance and on examination nor does the decision in *Caribbean Cultural* provide helpful guidance in this situation.

[31] *Caribbean Cultural* is a case where the defendant City of Toronto successfully sought to strike out proceedings against it on the basis that in fact the proceedings had not been authorized by the Caribbean Cultural Committee itself. The court reasoned that in the context of the applicable Ontario *Rules of Court* that such authorization was required. The decision is distinguishable from the present case. In *Caribbean Cultural* the organization was taking proceedings against an external entity. In such situations it is an easy matter and appropriate that the organization as a whole authorizes the proceedings. Here the proceedings involve an internal dispute where factions have manoeuvred the decision-making process into a stalemate.

[32] More helpful guidance is provided by the following decisions:

- a) In *Woloshyn v Assn. of United Ukrainian Canadians*, 2013 ABQB 262, 53 Admin LR (5<sup>th</sup>) 119 [*Woloshyn*], a member of the United Ukrainian Committee applied for an injunction of the sale of a camp owned by the organization. The court started by observing that while courts should be hesitant to interfere in the private affairs of voluntary organizations it concluded it would in the circumstances of the case stating at para. 10:

... In *Lakeside Colony of Hutterian Brethren v. Hofer*, [1992] 3 SCR 165, members of an Hutterite colony had

been ordered by the colony to vacate the property. The court held that courts should be slow to exercise jurisdiction over the question of membership in a voluntary association but that "...the courts have exercised jurisdiction where a property or civil right turns on the question of membership" (para 6), where either property and contractual rights are affected, the court may intervene (para 8), and that whether it is a property or contractual right, the question is whether it is "...of sufficient importance to deserve the intervention of the court and whether the remedy sought is susceptible of enforcement by the court" (para 9).

- b) In *Lee v Yeung*, 2012 ABQB 40, 531 AR 171 [*Lee*], members of the board of directors of the Photographic Arts Society of Alberta applied for an order setting aside an election of the board of directors. There were disputes surrounding the election date, and thus disputes around the elections themselves. The court stated that while the case of *Lakeside Colony of Hutterian Brethren v Hofer*, [1992] 3 SCR 165 [*Hutterian Brethren*] specifically dealt only with individual and property rights of the aggrieved members, the courts will also intervene in the private activities of non-statutory bodies where the aggrieved parties have no other remedy available to them. In such cases, the Alberta Court of Queen's Bench said judicial intervention is not only appropriate but can be expected. The court said at para. 55:

This Court is entitled to review the impugned election to determine: whether PASA's rules have been observed; whether anything has been done contrary to natural justice; and whether the election result was reached in a *bona fide* manner.

- c) In *Sandhu v Siri Guru Nanak Sikh Gurdwara of Alberta*, 2013 ABQB 646 [*Sandhu*], the court was willing to referee what they



had characterized as an internal power struggle of the organization. The court stated at paras. 55 and 56 that:

55 I appreciate also Justice Gonthier's reluctance to rely exclusively on the written documents without reference to the tradition and customs of the Hutterites and that voluntary associations are meant largely to govern themselves and to do so flexibly.

56 That does not mean that the jurisdiction of this court cannot extend in certain ways to supervision of organizations to which a person is voluntarily affiliated, particularly religious organizations. "[I]f there is a justiciable right, then there must be a court competent to vindicate the right ...":

[33] While *Hutterian Brethren* focused on the need for providing a remedy for property or contractual rights disputes within a voluntary organization, I am of the view that there is a similar need where the issue involves constitution rights or duties within a voluntary organization. The bottom line of the decisions in *Lee* and *Sandhu* is that where breaches of rights or duties are alleged within voluntary organizations the courts are competent to and have the jurisdiction to adjudicate disputes.

[34] Given that neither MNS or MNLA have in fact authorized these proceedings, it is obvious that Robert Doucette or the Doucette faction have authorized counsel to bring the proceedings in the names of MNS and MNLA. The proper procedure, in my view, would have been for Robert Doucette or the Doucette faction members of the executive to have brought the action in a representative capacity under Rule 2-10 of *The Queen's Bench Rules*. Rule 2-10 states that if numerous parties have a common interest in the subject of an intended claim, one or more of those persons may make the claim.

[35] In light of authorization concerns I expressed, counsel for the plaintiff made an application to substitute for the originally named plaintiffs in the action, Robert Doucette in a representative capacity representing Métis Nation - Saskatchewan. Robert Doucette was present in court and agreed to this. I ordered, that the amendment sought was granted and we proceeded on the basis that Robert Doucette as representative of Métis Nation - Saskatchewan was the plaintiff in the action.

[36] I am of the view that a member of an executive of a voluntary organization has standing to bring proceedings in a representative capacity to enforce constitutionally based rights or duties of other members of the organization. It has often been said by the courts that the rules are the servants not the masters of the court and this is reinforced by the foundational rules that are now part of our *Queen's Bench Rules*. As stated by Danyliuk J. in *McKinnon v Red Lily Wind Energy Corp.*, 2013 SKQB 316, 429 Sask R 26:

9 ... The rules are to be used to identify the real matters in dispute and to facilitate the quickest means for resolving claims at the least expense. Parties are obliged to communicate in an open, honest and timely manner. The court will also bear these foundation rules in mind when dealing with applications.

[37] The matter before the court is significant and has an urgency to it. While it was inappropriate for Robert Doucette to bring the action without acknowledging he was doing so in a representative capacity, that failing does not detract from the obligation of the parties and the court to find a way to resolve the matter in the quickest way at the least expense. This is accomplished by the amendment I have ordered.

*b) The Court's Jurisdiction - If Robert Doucette, in a representative capacity, has the status and authority to commence the action and bring the application, can and should the court intervene to provide interim mandatory injunctive relief in respect of a political dispute within a self-proclaimed legislative body?*

[38] I have already addressed and decided this question in my discussion above flowing from the decisions in *Woloshyn, Lee* and *Sandhu*. While the courts are reluctant to intervene in the internal affairs of voluntary organizations and will not become involved where the matters in dispute are of limited impact and/or lack sufficient gravitas, the matters in issue here have a significant impact on a significant number of people. The Constitution adopted for MNS creates rights and duties and where such rights or duties are breached there needs to be a remedy. The circumstances are such that the court is not only entitled to assume jurisdiction, but the court should do so.

*c) The Appropriate Test - If the court assumes jurisdiction, what is the appropriate test to apply in determining whether mandatory injunctive relief should be granted given that political positions and democratic rights within a voluntary organization are involved?*

[39] The applicants argue that usual three part test of:

- a) A serious question to be tried;
- b) Irreparable harm; and
- c) A balance of convenience that favours the applicant;

for injunctive relief should be the test applied here.

[40] There is no question but that this is the standard test applied in most cases where injunctive relief is sought to restrain actions that are claimed to breach the applicants' rights at law. Whether the "serious question to be tried" test is the proper test to apply in cases where the applicant is seeking a mandatory order

requiring specific actions to be taken within a voluntary organization was not argued and has not been demonstrated to me. Arguably a mandatory injunction attracts a higher trigger point than a mere serious question to be tried. This may be so because a mandatory injunction in fact alters the *status quo* pending trial as opposed to preserving a *status quo*.

[41] Given the established reluctance of the courts to interfere in the internal matters of voluntary organizations, especially where the interference touches on matters of political or democratic choice it is arguable that more than a serious issue to be tried needs to be demonstrated, especially when the relief sought is a mandatory order to perform an alleged duty as opposed to an order that restrains the acts that are said to breach rules or rights. However even if the proper test, at the first stage of the inquiry, is the establishment of a *prima facie* case, I find the test at this level has been satisfied.

[42] I find there is *prima facie* proof of a breach of a constitutionally mandated duty of the PMC. The Constitution requires meetings of the MNLA at least twice a year and only the PMC can schedule such a meeting. Thus the PMC has a clear duty to call such a meeting and it has been in breach of such duty. This is clear. Who is responsible for that breach is not so clear, but it is not necessary for me to decide that.

[43] The decisions to be made with respect to the second and third tiers of the injunction test are equally clear. The failure of the PMC to call and schedule the biennial MNLA's causes irreparable harm to MNS quite apart from the fact that one of the consequences has been that the federal government has suspended funding necessary for MNS to carry out its various programs. No MNLA means the members

of MNLA and the members of MNS generally have been deprived of the reporting they are entitled to and the ability to make decisions for MNS under a democratic process. The delay or denial of the opportunity to exercise rights of democratic decision-making process is in my opinion an irreparable harm that can and should be remedied by mandatory injunctive relief.

[44] The balance of conveniences test is also met. In my opinion there is no countervailing weight whatsoever on the opposite side of this test. It can never be appropriate to ignore the requirements of the constitution of a voluntary organization and thereby emasculate its democratic decision-making process.

*d) The Scope of Relief - Assuming the criteria for entitlement to mandatory injunctive relief are satisfied, what is the appropriate scope of mandatory injunctive relief to be granted?*

[45] As I have noted above, the court must in exercising its jurisdiction and granting a remedy be careful that it does not infringe on the democratic rights of the organization and intervene no more than is necessary to right the underlying wrong or breach of duty. It is clear that within MNS there are profoundly differing political and personal views as to what is in the best interests of MNS.

[46] The court must be diligent in ensuring that the relief it grants does not compromise the ability of factions and individuals to advance their policy and political agendas, provided that in doing so they adhere to the constitutional requirements and the embedded principles of democratic decision-making. Accordingly, the relief that I grant will be no broader than is necessary to enforce performance of the constitutional duty that applies to all members of the PMC.

[47] I order as follows:

- a) Within seven days of the date of this order Robert Doucette as president shall give notice of date, time and place for the commencement of a meeting of the PMC. This notice shall provide a minimum of seven days' notice for a PMC meeting to occur no later than January 23, 2015.
- b) The meeting shall be scheduled for at least two consecutive days.
- c) MNS shall pay the expenses of those members of the PMC who attend in person in accordance with their usual policy or protocol. To the extent possible such monies shall be paid in advance.
- d) No one shall attach any conditions restricting the agenda of the meeting nor make determinations as to whether potentially disputed members of the PMC are qualified to participate. All decisions with respect to whether any individual is properly a member of the PMC shall be made by a majority of the acknowledged proper members of the PMC and when any such issues are decided the agenda for the meeting of the PMC shall be settled by a majority vote of the members of the PMC present.
- e) The agenda for the PMC meeting shall be determined by a majority vote of the members of PMC. The first item on the agenda, after addressing any issues arising in respect of (d) above, shall be the fixing of date, time and place for the next meeting of MNLA. A decision shall be made by PMC to fix a date, time and place for the next meeting of MNLA before the meeting adjourns.
- f) *Robert's Rules of Order* shall govern the proceedings of the PMC meeting.
- g) Members of the PMC who are unable, for good and proper reason, to

attend in person shall be entitled to participate by telephone and conference call capabilities to permit this shall be provided.

**Additional Comments**

[48] I was invited by counsel for both parties to go beyond making specific orders and provide guidance for the consideration of the parties. While hesitant, I offer additional thoughts knowing it is understood by all that these reflections are guidance only and not matters I order. In providing relief by way of mandatory order, I have been careful not to intrude upon the ultimate right of members of the PMC, MNLA and MNS to exercise their democratic rights to decide.

[49] What I offer is not profound. It is simple common sense reflections on principles and processes that must be adhered to if Métis Nation – Saskatchewan is to survive. It appears that with their intense focus on the conflicts at hand, the parties have lost sight of how Métis Nation – Saskatchewan was intended to operate. I remind the parties that MNS was created to be a democratically governed political action group committed to the betterment of the Métis people of Saskatchewan. Read your Constitution and focus on the big picture. The Constitution created an organization that was clearly intended to be democratic at every level. This principle must be accepted at every level.

[50] I do not profess to have insights into the originating cause(s) or actions that have led to the present toxic situation. I do know that the limited orders that I have made will not purge the conflict; they simply require the parties to do what the Constitution requires. MNS cannot survive unless the principles of democratic decision-making are accepted by all, at each level with MNS.

[51] No one person or group of persons is entitled to dictate what the PMC can consider or will do. The decisions of the majority will decide issues and all parties must respect those decisions. Only the MNLA at meetings properly convened, on issues properly before it, can override the collective decisions of the PMC. The Constitution so provides. The democratic decision-making process must be respected at all levels within the MNLA or the present death spiral will steepen and the organization will be torn apart.

[52] While the core principle is that the majority decides, a complementary principle of the democratic process is the right of a strong minority to call on the majority to deliberate – that is to make good faith decisions after a full and fair debate or discussion of the issues. Without respect by the majority, for minority views, the rule of the majority risks becoming a tyranny of the majority. If the rule of the majority becomes tyranny of the majority then you have failed.

[53] In the hope of achieving respectful deliberations I have, knowing they have been used in the past within MNS, ordered that *Robert's Rules of Order* shall be used to govern the process of decision-making within the meeting of PMC I have ordered. Once the decision is made by the majority following this process, accept the decisions made and move on.

  
B. SCHERMAN J.





## Saskatchewan



**Information  
Services  
Corporation**  
OF SASKATCHEWAN

Corporate Registry

Profile Report

Entity No: 101029531  
Entity Name: METIS NATION - SASKATCHEWAN SECRETARIAT INC.

As of: 4-Sep-2013

Entity Name: METIS NATION - SASKATCHEWAN SECRETARIAT INC.  
Entity Number: 101029531  
Status as of Profile date: Active

Entity Type: PUBLIC ACT  
Entity Sub Type: THE METIS ACT

Nature of Business: PUBLIC ACT OF THE LEGISLATURE, CHAPTER M - 14.01 OF 2001

**Registered Office:**  
Name: METIS NATION - SASKATCHEWAN SECRETARIAT INC.  
Address: 406 JESSOP AVENUE  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7L6M8

**Mailing Address:**  
Name: METIS NATION - SASKATCHEWAN SECRETARIAT INC.  
Address: 406 JESSOP AVENUE  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7N2S5

**Director/Officer Information:**

Dir Became: 08-Sep-2012  
Name: ARNOLD, LELA Director: YES  
Address: 3110 DEWDNEY AVE. E.  
City/Province: REGINA, SK  
Country/Postal Code: CANADA, S4N5E4  
Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 08-Sep-2012  
Name: BELL, MICHAEL Director: YES  
Address: BOX 513  
City/Province: MEADOW LAKE, SK  
Country/Postal Code: CANADA, S9X1Y4  
Resident Canadian: YES

**Director/Officer Information:**

|                      |                      |           |     |
|----------------------|----------------------|-----------|-----|
| Dir Became:          | 27-Jun-2007          |           |     |
| Name:                | DOUCETTE,<br>ROBERT  | Director: | YES |
| Address:             | 406 JESSOP<br>AVENUE |           |     |
| City/Province:       | SASKATOON, SK        |           |     |
| Country/Postal Code: | CANADA, S7N2S5       |           |     |
| Resident Canadian:   | YES                  |           |     |

**Director/Officer Information:**

|                      |                             |           |     |
|----------------------|-----------------------------|-----------|-----|
| Dir Became:          | 27-Jun-2007                 |           |     |
| Name:                | GARDINER, LOUIS             | Director: | YES |
| Address:             | BOX 159<br>ILE A LA CROSSE, |           |     |
| City/Province:       | SK                          |           |     |
| Country/Postal Code: | CANADA, S0M1G0              |           |     |
| Resident Canadian:   | YES                         |           |     |

**Director/Officer Information:**

|                      |                      |           |     |
|----------------------|----------------------|-----------|-----|
| Dir Became:          | 08-Sep-2012          |           |     |
| Name:                | HENDERSON, MAY       | Director: | YES |
| Address:             | 406 JESSOP<br>AVENUE |           |     |
| City/Province:       | SASKATOON, SK        |           |     |
| Country/Postal Code: | CANADA, S7N2S5       |           |     |
| Resident Canadian:   | YES                  |           |     |

**Director/Officer Information:**

|                      |                             |           |     |
|----------------------|-----------------------------|-----------|-----|
| Dir Became:          | 10-May-2013                 |           |     |
| Name:                | HENRY, JANICE               | Director: | YES |
| Address:             | 302B - 3450 - 4TH<br>AVE. W |           |     |
| City/Province:       | PRINCE ALBERT,<br>SK        |           |     |
| Country/Postal Code: | CANADA, S6V7L3              |           |     |
| Resident Canadian:   | YES                         |           |     |

**Director/Officer Information:**

|                      |                    |           |     |
|----------------------|--------------------|-----------|-----|
| Dir Became:          | 08-Sep-2012        |           |     |
| Name:                | HERMAN,<br>CHESTER | Director: | YES |
| Address:             | P.O. BOX 133       |           |     |
| City/Province:       | LA LOCHE, SK       |           |     |
| Country/Postal Code: | CANADA, S0M1G0     |           |     |
| Resident Canadian:   | YES                |           |     |

**Director/Officer Information:**

|                      |                 |           |     |
|----------------------|-----------------|-----------|-----|
| Dir Became:          | 08-Sep-2012     |           |     |
| Name:                | HURTON, ERIN    | Director: | YES |
| Address:             | 15 OSLER STREET |           |     |
| City/Province:       | REGINA, SK      |           |     |
| Country/Postal Code: | CANADA, S4R1V3  |           |     |
| Resident Canadian:   | YES             |           |     |

**Director/Officer Information:**

|                                      |                         |           |     |
|--------------------------------------|-------------------------|-----------|-----|
| Dir Became:                          | 08-Sep-2012             | Director: | YES |
| Name:                                | HURTON, PENNY           |           |     |
| Address:                             | 217 AVENUE V<br>SOUTH   |           |     |
| City/Province:                       | SASKATOON, SK           |           |     |
| Country/Postal Code:                 | CANADA, S7M3E2          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 27-Jun-2007             | Director: | YES |
| Name:                                | JOHNSON,<br>HELENE      |           |     |
| Address:                             | BOX 158                 |           |     |
| City/Province:                       | ARCHERWILL, SK          |           |     |
| Country/Postal Code:                 | CANADA, S0E0B0          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 27-Jun-2007             | Director: | YES |
| Name:                                | KENNEDY, BILLY<br>DEAN  |           |     |
| Address:                             | 1371 106TH ST.<br>NORTH |           |     |
| City/Province:                       | BATTLEFORD, SK          |           |     |
| Country/Postal Code:                 | CANADA, S9A2Y8          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 08-Sep-2012             | Director: | YES |
| Name:                                | LANGAN, DEREK           |           |     |
| Address:                             | 2 PINKERTON BAY         |           |     |
| City/Province:                       | YORKTON, SK             |           |     |
| Country/Postal Code:                 | CANADA, S3N1E6          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 04-May-2013             | Director: | NO  |
| Dir Ceased:                          | 10-May-2013             |           |     |
| Name:                                | MAH, TAMMY              |           |     |
| Address:                             | 334 CAMBRIDGE<br>STREET |           |     |
| City/Province:                       | PRINCE ALBERT,<br>SK    |           |     |
| Country/Postal Code:                 | CANADA, S6V2T5          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 08-Sep-2012             | Director: | YES |
| Name:                                | MCCALLUM, GLEN          |           |     |
| Address:                             | BOX 337                 |           |     |
| City/Province:                       | PINEHOUSE, SK           |           |     |
| Country/Postal Code:                 | CANADA, S0J2B0          |           |     |
| Resident Canadian:                   | YES                     |           |     |
| <b>Director/Officer Information:</b> |                         |           |     |
| Dir Became:                          | 27-Jun-2007             |           |     |

Name: MCKAY, DARLENE Director: YES  
 Address: 1439 12TH ST. W  
 City/Province: PRINCE ALBERT, SK  
 Country/Postal Code: CANADA, S6V3E7  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 08-Sep-2012  
 Name: MORIN, GERALD Director: YES  
 Address: 406 JESSOP AVENUE  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7N2S5  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 27-Jun-2007  
 Name: MORIN, LENNARD Director: YES  
 Address: BOX 72 CUMBERLAND HOUSE, SK  
 City/Province: CANADA, S0E0S0  
 Country/Postal Code: CANADA, S0E0S0  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 27-Jun-2007  
 Name: WORSLEY, BEV Director: YES  
 Address: BOX 1188 FORT QU'APPELLE, SK  
 City/Province: CANADA, S0G1S0  
 Country/Postal Code: CANADA, S0G1S0  
 Resident Canadian: YES

**General Information:**

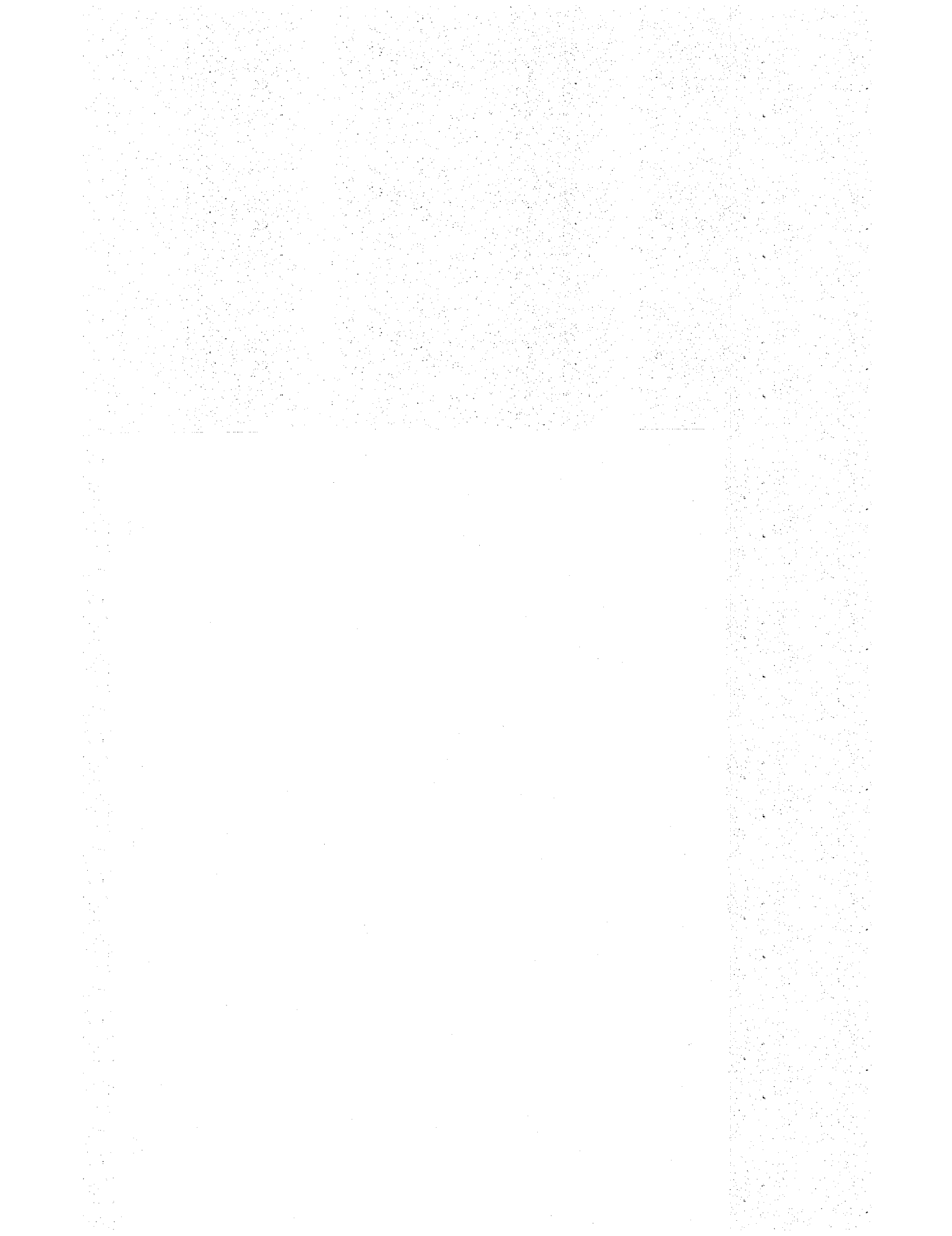
Licensed with Consumer Protection Branch: NO

**Event History:**

| <u>Event</u>                | <u>Date</u> |
|-----------------------------|-------------|
| INITIAL NOTICE              | 28-Jan-2002 |
| MANUAL CONVERSION           | 28-Jan-2002 |
| GENERAL INFORMATION         | 28-Jan-2002 |
| NOTICE OF DIRECTORS         | 28-Feb-2002 |
| NOTICE OF REGISTERED OFFICE | 28-Feb-2002 |
| FINANCIAL STATEMENT         | 16-Sep-2002 |
| FINANCIAL STATEMENT         | 05-Aug-2003 |
| FINANCIAL STATEMENT         | 02-Dec-2004 |
| GENERAL INFORMATION         | 18-Apr-2005 |
| NOTICE OF DIRECTORS         | 08-Sep-2006 |
| NOTICE OF DIRECTORS         | 17-Aug-2007 |
| FINANCIAL STATEMENT         | 04-Dec-2007 |
| NOTICE OF DIRECTORS         | 20-Jun-2008 |
| FINANCIAL STATEMENT         | 10-Dec-2008 |

|                             |             |
|-----------------------------|-------------|
| FINANCIAL STATEMENT         | 07-Aug-2009 |
| NOTICE OF DIRECTORS         | 15-Mar-2010 |
| FINANCIAL STATEMENT         | 04-Oct-2010 |
| FINANCIAL STATEMENT         | 06-Dec-2010 |
| NOTICE OF REGISTERED OFFICE | 09-Dec-2010 |
| GENERAL INFORMATION         | 11-Mar-2011 |
| NOTICE OF DIRECTORS         | 14-Apr-2011 |
| NOTICE OF DIRECTORS         | 17-May-2011 |
| GENERAL INFORMATION         | 17-May-2011 |
| FINANCIAL STATEMENT         | 31-Aug-2011 |
| FINANCIAL STATEMENT         | 30-Jul-2012 |
| NOTICE OF DIRECTORS         | 26-Feb-2013 |
| NOTICE OF DIRECTORS         | 09-May-2013 |
| FINANCIAL STATEMENT         | 26-Aug-2013 |
| NOTICE OF DIRECTORS         | 26-Aug-2013 |

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**Saskatchewan**



**Information  
Services  
Corporation**

**Corporate Registry**

**Profile Report**

**Entity No:** 101029531  
**Entity Name:** METIS NATION - SASKATCHEWAN SECRETARIAT INC. **As of:** 15-Jan-2015

**Entity Name:** METIS NATION - SASKATCHEWAN SECRETARIAT INC.

**Entity Number:** 101029531  
**Status as of Profile date:** Active

**Entity Type:** PUBLIC ACT  
**Entity Sub Type:** THE METIS ACT

**Nature of Business:** PUBLIC ACT OF THE LEGISLATURE, CHAPTER M - 14.01 OF 2001

**Registered Office:**  
**Name:** METIS NATION - SASKATCHEWAN SECRETARIAT INC.  
**Address:** 406 JESSOP AVENUE  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7L6M8

**Mailing Address:**  
**Name:** METIS NATION - SASKATCHEWAN SECRETARIAT INC.  
**Address:** 406 JESSOP AVENUE  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7N2S5

**Director/Officer Information:**  
**Dir Became:** 08-Sep-2012  
**Dir Ceased:** 08-Sep-2013  
**Name:** ARNOLD, LELA **Director:** NO  
**Address:** 3110 DEWDNEY AVE. E.  
**City/Province:** REGINA, SK  
**Country/Postal Code:** CANADA, S4N5E4  
**Resident Canadian:** YES

**Director/Officer Information:**  
**Dir Became:** 08-Sep-2012  
**Dir Ceased:** 08-Sep-2013  
**Name:** BELL, MICHAEL **Director:** NO  
**Address:** BOX 513  
**City/Province:** MEADOW LAKE, SK  
**Country/Postal Code:** CANADA, S9X1Y4  
**Resident Canadian:** YES

**Director/Officer Information:**  
**Dir Became:** 01-Dec-2013  
**Name:** COOK, EARL **Director:** YES  
**Address:** BOX 1851  
**City/Province:** LA RONGE, SK  
**Country/Postal Code:** CANADA, S0J1L0  
**Resident Canadian:** YES

January 15, 2015

2015-01-15



|                                      |                                   |           |     |
|--------------------------------------|-----------------------------------|-----------|-----|
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 27-Jun-2007                       |           |     |
| Name:                                | DOUCETTE,<br>ROBERT               | Director: | YES |
| Address:                             | 408 JESSOP<br>AVENUE              |           |     |
| City/Province:                       | SASKATOON, SK                     |           |     |
| Country/Postal Code:                 | CANADA, S7N2S5                    |           |     |
| Resident Canadian:                   | YES                               |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 27-Jun-2007                       |           |     |
| Name:                                | GARDINER, LOUIS                   | Director: | YES |
| Address:                             | BOX 159<br>ILE A LA CROSSE,<br>SK |           |     |
| City/Province:                       | CANADA, S0M1G0                    |           |     |
| Country/Postal Code:                 | YES                               |           |     |
| Resident Canadian:                   |                                   |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 08-Sep-2012                       |           |     |
| Name:                                | HENDERSON, MAY                    | Director: | YES |
| Address:                             | 406 JESSOP<br>AVENUE              |           |     |
| City/Province:                       | SASKATOON, SK                     |           |     |
| Country/Postal Code:                 | CANADA, S7N2S5                    |           |     |
| Resident Canadian:                   | YES                               |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 10-May-2013                       |           |     |
| Name:                                | HENRY, JANICE                     | Director: | YES |
| Address:                             | 302B - 3450 - 4TH<br>AVE. W       |           |     |
| City/Province:                       | PRINCE ALBERT,<br>SK              |           |     |
| Country/Postal Code:                 | CANADA, S6V7L3                    |           |     |
| Resident Canadian:                   | YES                               |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 08-Sep-2012                       |           |     |
| Dir Ceased:                          | 08-Sep-2013                       |           |     |
| Name:                                | HERMAN,<br>CHESTER                | Director: | NO  |
| Address:                             | P.O. BOX 133<br>LA LOCHE, SK      |           |     |
| City/Province:                       | CANADA, S0M1G0                    |           |     |
| Country/Postal Code:                 | YES                               |           |     |
| Resident Canadian:                   |                                   |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 08-Sep-2012                       |           |     |
| Name:                                | HURTON, ERIN                      | Director: | YES |
| Address:                             | 15 OSLER STREET                   |           |     |
| City/Province:                       | REGINA, SK                        |           |     |
| Country/Postal Code:                 | CANADA, S4R1V3                    |           |     |
| Resident Canadian:                   | YES                               |           |     |
| <b>Director/Officer Information:</b> |                                   |           |     |
| Dir Became:                          | 08-Sep-2012                       |           |     |
| Name:                                | HURTON, PENNY                     | Director: | YES |
| Address:                             | 217 AVENUE V<br>SOUTH             |           |     |
| City/Province:                       | SASKATOON, SK                     |           |     |
| Country/Postal Code:                 | CANADA, S7M3E2                    |           |     |

|                                      |                          |           |     |
|--------------------------------------|--------------------------|-----------|-----|
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 27-Jun-2007              |           |     |
| Dir Ceased:                          | 08-Sep-2013              |           |     |
| Name:                                | JOHNSON, HELENE          | Director: | NO  |
| Address:                             | BOX 158                  |           |     |
| City/Province:                       | ARCHERWILL, SK           |           |     |
| Country/Postal Code:                 | CANADA, S9E0B0           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 27-Jun-2007              |           |     |
| Dir Ceased:                          | 08-Sep-2013              |           |     |
| Name:                                | KENNEDY, BILLY DEAN      | Director: | NO  |
| Address:                             | 1371 108TH ST. NORTH     |           |     |
| City/Province:                       | BATTLEFORD, SK           |           |     |
| Country/Postal Code:                 | CANADA, S9A2Y8           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 08-Sep-2012              |           |     |
| Dir Ceased:                          | 08-Sep-2013              |           |     |
| Name:                                | LANGAN, DEREK            | Director: | NO  |
| Address:                             | 2 PINKERTON BAY          |           |     |
| City/Province:                       | YORKTON, SK              |           |     |
| Country/Postal Code:                 | CANADA, S3N1E6           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 01-Dec-2013              |           |     |
| Name:                                | LEE, BRYAN               | Director: | YES |
| Address:                             | R.R. #1, SITE 1, COMP 77 |           |     |
| City/Province:                       | CHRISTOPHER LAKE, SK     |           |     |
| Country/Postal Code:                 | CANADA, S0J0N0           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 08-Sep-2012              |           |     |
| Dir Ceased:                          | 08-Sep-2013              |           |     |
| Name:                                | MCCALLUM, GLEN           | Director: | NO  |
| Address:                             | BOX 337                  |           |     |
| City/Province:                       | PINEHOUSE, SK            |           |     |
| Country/Postal Code:                 | CANADA, S0J2B0           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 27-Jun-2007              |           |     |
| Dir Ceased:                          | 08-Sep-2013              |           |     |
| Name:                                | MCKAY, DARLENE           | Director: | NO  |
| Address:                             | 1439 12TH ST. W          |           |     |
| City/Province:                       | PRINCE ALBERT, SK        |           |     |
| Country/Postal Code:                 | CANADA, S6V3E7           |           |     |
| Resident Canadian:                   | YES                      |           |     |
| <b>Director/Officer Information:</b> |                          |           |     |
| Dir Became:                          | 01-Dec-2013              |           |     |
| Name:                                | MORIN, ALEX              | Director: | YES |

January 15, 2015

2015-01-15

Address: P.O. BOX 321  
 City/Province: LOON LAKE, SK  
 Country/Postal Code: CANADA, S0M1L0  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 08-Sep-2012  
 Dir Ceased: 08-Sep-2013  
 Name: MORIN, GERALD Director: NO  
 Address: 406 JESSOP AVENUE  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7N2S5  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 27-Jun-2007  
 Dir Ceased: 08-Sep-2013  
 Name: MORIN, LENNARD Director: NO  
 Address: BOX 72 CUMBERLAND HOUSE, SK  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S0E0S0  
 Resident Canadian: YES

**Director/Officer Information:**

Dir Became: 27-Jun-2007  
 Dir Ceased: 08-Sep-2013  
 Name: WORSLEY, BEV Director: NO  
 Address: BOX 1188 FORT QU'APPELLE, SK  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S0G1S0  
 Resident Canadian: YES

**General Information:**

Licensed with Consumer Protection Branch: NO

**Event History:**

| <u>Event</u>                | <u>Date</u> |
|-----------------------------|-------------|
| INITIAL NOTICE              | 28-Jan-2002 |
| MANUAL CONVERSION           | 28-Jan-2002 |
| GENERAL INFORMATION         | 28-Jan-2002 |
| NOTICE OF DIRECTORS         | 28-Feb-2002 |
| NOTICE OF REGISTERED OFFICE | 28-Feb-2002 |
| FINANCIAL STATEMENT         | 16-Sep-2002 |
| FINANCIAL STATEMENT         | 05-Aug-2003 |
| FINANCIAL STATEMENT         | 02-Dec-2004 |
| GENERAL INFORMATION         | 18-Apr-2005 |
| NOTICE OF DIRECTORS         | 08-Sep-2006 |
| NOTICE OF DIRECTORS         | 17-Aug-2007 |
| FINANCIAL STATEMENT         | 04-Dec-2007 |
| NOTICE OF DIRECTORS         | 20-Jun-2008 |
| FINANCIAL STATEMENT         | 10-Dec-2008 |
| FINANCIAL STATEMENT         | 07-Aug-2009 |
| NOTICE OF DIRECTORS         | 15-Mar-2010 |
| FINANCIAL STATEMENT         | 04-Oct-2010 |
| FINANCIAL STATEMENT         | 06-Dec-2010 |
| NOTICE OF REGISTERED OFFICE | 09-Dec-2010 |
| GENERAL INFORMATION         | 11-Mar-2011 |
| NOTICE OF DIRECTORS         | 14-Apr-2011 |

|                     |             |
|---------------------|-------------|
| NOTICE OF DIRECTORS | 17-May-2011 |
| GENERAL INFORMATION | 17-May-2011 |
| FINANCIAL STATEMENT | 31-Aug-2011 |
| FINANCIAL STATEMENT | 30-Jul-2012 |
| NOTICE OF DIRECTORS | 26-Feb-2013 |
| NOTICE OF DIRECTORS | 09-May-2013 |
| FINANCIAL STATEMENT | 26-Aug-2013 |
| NOTICE OF DIRECTORS | 26-Aug-2013 |
| NOTICE OF DIRECTORS | 21-Jan-2014 |

|       |       |              |
|-------|-------|--------------|
| Print | Close | View Charges |
|-------|-------|--------------|

January 15, 2015

2015-01-15





Profile Report

Entity Number: 290503

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Entity Name: THE METIS SOCIETY OF SASKATCHEWAN INC.

Report Date: 18-Jul-2016

**Entity Details**

Entity Type: Non-profit Corporation  
Entity Subtype: Saskatchewan Non-profit - Charitable  
Entity Status: Active  
Incorporation Date: 26-Jan-1968  
Annual Return Due Date: 31-Aug-2016  
Nature of Business: TO WORK FOR THE BETTERMENT OF METIS

**Registered Office/Mailing Address**

Physical Address 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

Mailing Address THE METIS SOCIETY OF SASKATCHEWAN INC., 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

**Directors/Officers**

**ROBERT DOUCETTE (Officer)**

Physical Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Mailing Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Office Held: PRESIDENT

Effective Date: 05-Jul-2011

**ROBERT DOUCETTE (Director)**

Physical Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Resident Canadian: Yes

Mailing Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Effective Date: 10-Sep-1999

**LOUIS GARDINER (Director)**

Physical Address: BOX 159, ILE A LA CROSSE,  
Saskatchewan, Canada,  
S0M1G0

Resident Canadian: Yes

Mailing Address: BOX 159, ILE A LA CROSSE,  
Saskatchewan, Canada,  
S0M1G0

Effective Date: 08-Sep-2012



Profile Report

Page 2 of 2

Entity Number: 290503  
Entity Name: THE METIS SOCIETY OF SASKATCHEWAN INC.

Report Date: 18-Jul-2016

**MAY HENDERSON (Director)**

Physical Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8 Resident Canadian: Yes

Mailing Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8

Effective Date: 08-Sep-2012

**BRYAN LEE (Director)**

Physical Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8 Resident Canadian: Yes

Mailing Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8

Effective Date: 02-Dec-2013

**Articles**

Minimum Number of Directors: 4 Maximum Number of Directors: 15

**Membership Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| DELEGATE   | Yes           | Unlimited         |               |
| REGULAR    | Yes           | Unlimited         |               |
| NATURAL    | No            | Unlimited         |               |

**Event History**

| Type                                         | Date        |
|----------------------------------------------|-------------|
| Non-profit Corporation - Financial Statement | 15-Oct-2015 |
| Non-profit Corporation - Annual Return       | 24-Feb-2015 |
| Non-profit Corporation - Financial Statement | 28-Aug-2014 |
| Non-profit Corporation - Annual Return       | 28-Feb-2014 |
| Non-profit Corporation - Financial Statement | 07-Oct-2013 |
| Non-profit Corporation - Annual Return       | 28-Feb-2013 |
| Non-profit Corporation - Financial Statement | 01-Nov-2012 |
| Non-profit Corporation - Annual Return       | 29-Jun-2012 |
| Non-profit Corporation - Restoral            | 05-Jul-2011 |
| Non-profit Corporation - Restoral            | 22-Aug-2000 |

## Saskatchewan



**Information  
Services  
Corporation**

**Corporate Registry  
Profile Report**

**Entity No:** 290503  
**Entity Name:** THE METIS SOCIETY OF SASKATCHEWAN INC. **As of:** 30-May-2016

**Entity Name:** THE METIS SOCIETY OF SASKATCHEWAN INC.  
**Entity Number:** 290503  
**Status as of Profile date:** Active

**Entity Type:** NON-PROFIT CORPORATION  
**Entity Sub Type:** SASKATCHEWAN CHARITABLE CORPORATION

**Incorporation Date:** 26-Jan-1968  
**Home Jurisdiction:** SASKATCHEWAN  
**Annual Return/Renewal Date:** 29-Feb-2016  
**Fiscal Year End Date:** 31-Mar-2016  
**Financial Statement Due Date:** 31-Jul-2016

**Nature of Activities:** TO WORK FOR THE BETTERMENT OF METIS

**Registered Office:**  
**Name:** THE METIS SOCIETY OF SASKATCHEWAN INC.  
**Address:** 300-110-21ST STREET EAST  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7K0B6  
**Attention:** RANDAL C. TOUET

**Mailing Address:**  
**Name:** THE METIS SOCIETY OF SASKATCHEWAN INC.  
**Address:** 300-110-21ST STREET EAST  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7K0B6  
**Attention:** RANDAL C. TOUET

**Allowable Number of Directors:** Min: 4 Max: 15

**Director/Officer Information:**  
**Dir Became:** 08-Sep-2012  
**Name:** GARDINER, LOUIS Director: YES  
**Address:** BOX 159  
**City/Province:** ILE A LA CROSSE, SK



Country/Postal Code: CANADA, S0M1G0  
 Resident Canadian: YES

**Director/Officer Information:**  
 Dir Became: 08-Sep-2012  
 Name: HENDERSON, MAY Director: YES  
 Address: 231 ROBIN CRESCENT  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7L6M8  
 Resident Canadian: YES

**Director/Officer Information:**  
 Dir Became: 02-Dec-2013  
 Name: LEE, BRYAN Director: YES  
 Address: 231 ROBIN CRESCENT  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7L6M8  
 Resident Canadian: YES

**Director/Officer Information:**  
 Dir Became:  
 Name: DOUCETTE, ROBERT Director: YES  
 Address: 231 ROBIN CRESCENT Officer Position: PRESIDENT  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7L6M8  
 Resident Canadian: YES

**Membership Structure:**

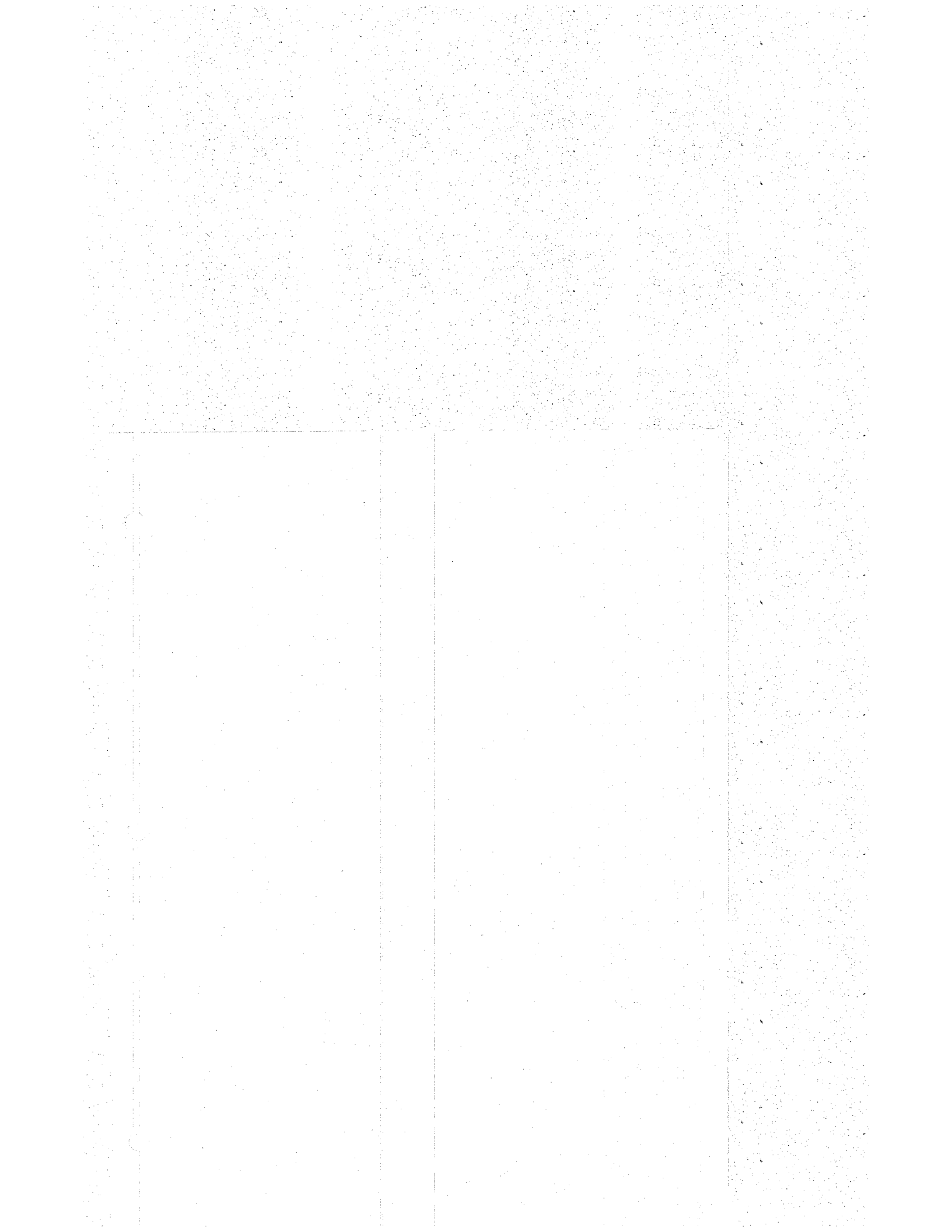
| Class    | Voting Rights | Number of Members |
|----------|---------------|-------------------|
| DELEGATE | YES           | 0                 |
| REGULAR  | YES           | 14000             |
| NATURAL  | NO            | 0                 |

**General Information:**

Licensed with Consumer Protection Branch: NO

**Event History:**

| Event                            | Date        |
|----------------------------------|-------------|
| CONVERSION                       | 10-Sep-1999 |
| STRIKE OFF                       | 18-Feb-2000 |
| RESTORAL                         | 22-Aug-2000 |
| STRIKE OFF                       | 28-Jun-2001 |
| RESTORAL                         | 05-Jul-2011 |
| ANNUAL RETURN (Filed on the Web) | 29-Jun-2012 |
| FINANCIAL STATEMENT              | 01-Nov-2012 |
| ANNUAL RETURN (Filed on the Web) | 28-Feb-2013 |
| FINANCIAL STATEMENT              | 07-Oct-2013 |
| ANNUAL RETURN (Filed on the Web) | 28-Feb-2014 |
| FINANCIAL STATEMENT              | 28-Aug-2014 |
| ANNUAL RETURN (Filed on the Web) | 24-Feb-2015 |
| FINANCIAL STATEMENT              | 15-Oct-2015 |





Profile Report

Entity Number: 101287334

Page 1 of 2

Entity Name: PROVINCIAL METIS HOUSING CORPORATION

Report Date: 18-Jul-2016

**Entity Details**

Entity Type: Non-profit Corporation  
Entity Subtype: Saskatchewan Non-profit - Charitable  
Entity Status: Active  
Incorporation Date: 18-Aug-2015  
Annual Return Due Date: 28-Feb-2017  
Nature of Business: NATIVE HOUSING  
Amalgamated From: 209378 - PROVINCIAL METIS HOUSING CORPORATION / 180846  
101135293 - ROUND PRAIRIE VENTURES INCORPORATED

**Registered Office/Mailing Address**

Physical Address 300, 110 - 21ST STREET, SASKATOON, Saskatchewan, Canada, S7K0B6  
Mailing Address PROVINCIAL METIS HOUSING CORPORATION, 300, 110 - 21ST STREET, SASKATOON,  
Saskatchewan, Canada, S7K0B6

**Directors/Officers**

**DONALD DUGAN (Director)**

Physical Address: 208-301-34TH STREET WEST, PRINCE ALBERT,  
Saskatchewan, Canada,  
S6V8B7 Resident Canadian: Yes  
Mailing Address: 208-301-34TH STREET WEST, PRINCE ALBERT,  
Saskatchewan, Canada,  
S6V8B7  
Effective Date: 18-Aug-2015

**RAY HAMILTON (Director)**

Physical Address: 27 ANDRE AVENUE, REGINA, Saskatchewan, Canada,  
S4T7C9 Resident Canadian: Yes  
Mailing Address: 27 ANDRE AVENUE, REGINA,  
Saskatchewan, Canada,  
S4T7C9  
Effective Date: 18-Aug-2015



Profile Report

Entity Number: 101287334  
Entity Name: PROVINCIAL METIS HOUSING CORPORATION

Page 2 of 2  
Report Date: 18-Jul-2016

**WALTER CHATELAINE (Director)**

Physical Address: 708 CENTRE STREET,  
MEADOW LAKE,  
Saskatchewan, Canada,  
S9X1G2 Resident Canadian: Yes

Mailing Address: 708 CENTRE STREET,  
MEADOW LAKE,  
Saskatchewan, Canada,  
S9X1G2

Effective Date: 18-Aug-2015

**MARLENE HANSEN (Director)**

Physical Address: BOX 385, BUFFALO  
NARROWS, Saskatchewan,  
Canada, S0M0J0 Resident Canadian: Yes

Mailing Address: BOX 385, BUFFALO  
NARROWS, Saskatchewan,  
Canada, S0M0J0

Effective Date: 18-Aug-2015

**CHRISTOPHER SICOTTE (Director)**

Physical Address: 68 MORRIS DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7L3V2 Resident Canadian: Yes

Mailing Address: 68 MORRIS DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7L3V2

Effective Date: 18-Aug-2015

**MAY HENDERSON (Director)**

Physical Address: 311 CARTER CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L7K4 Resident Canadian: Yes

Mailing Address: 311 CARTER CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L7K4

Effective Date: 18-Aug-2015

**Articles**

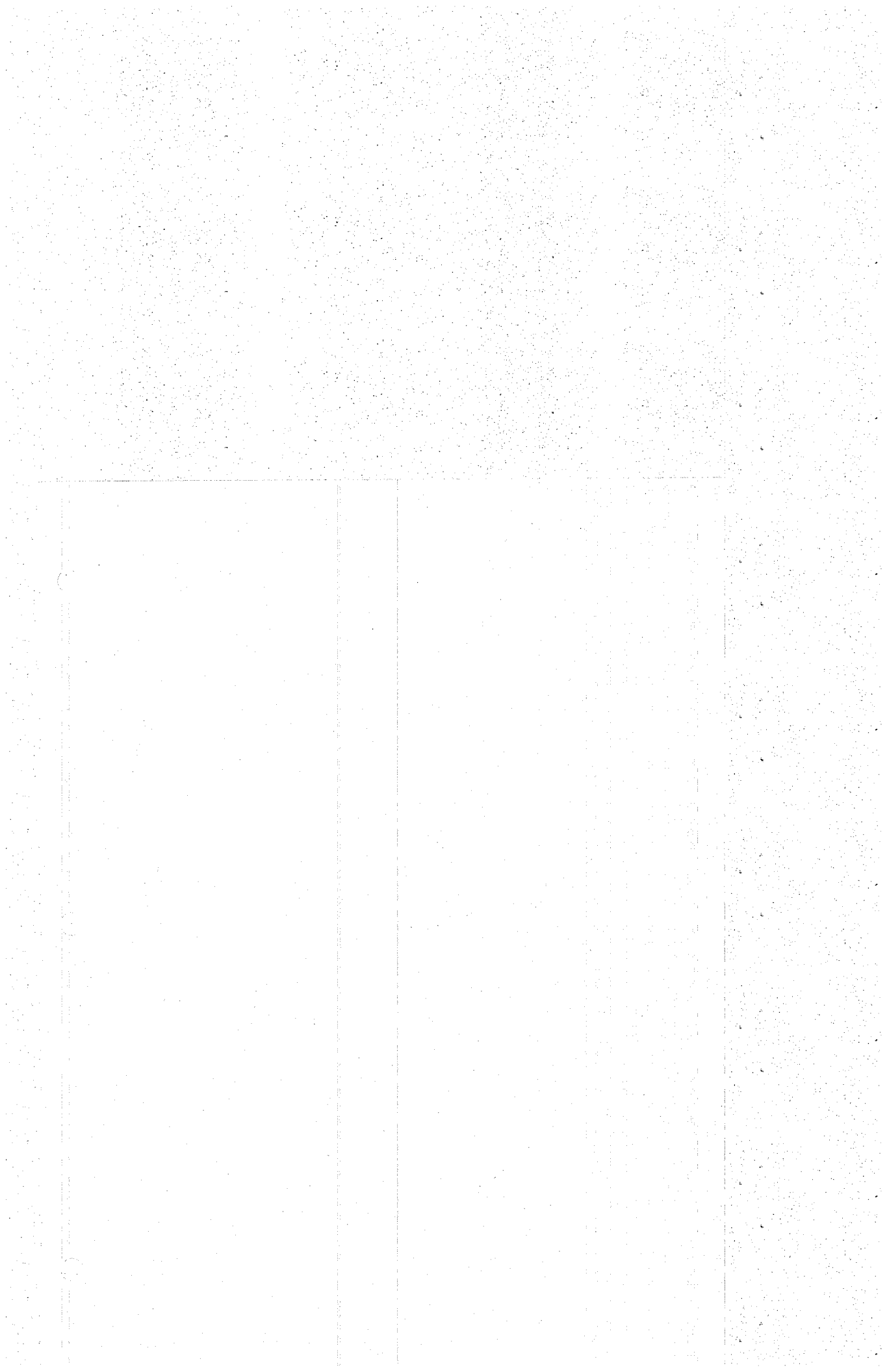
Minimum Number of Directors: 3 Maximum Number of Directors: 7

**Membership Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| SOLE       | Yes           | Unlimited         |               |

**Event History**

| Type                                  | Date        |
|---------------------------------------|-------------|
| Non-profit Corporation - Amalgamation | 18-Aug-2015 |





Profile Report

Entity Number: 210641

Page 1 of 3

Entity Name: PROVINCIAL METIS HOLDCO INC.

Report Date: 18-Jul-2016

**Entity Details**

Entity Type: Non-profit Corporation  
Entity Subtype: Saskatchewan Non-profit - Membership  
Entity Status: Inactive (Struck Off)  
Strike Off Date: 15-Jul-2015  
Incorporation Date: 15-Jul-1992  
Annual Return Due Date: 31-May-2015  
Nature of Business: OFFICE COMPLEX ADMINISTRATION & MANAGEMENT

**Registered Office/Mailing Address**

Physical Address 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

Mailing Address PROVINCIAL METIS HOLDCO INC., 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

**Directors/Officers**

**ROBERT DOUCETTE (Officer)**

Physical Address: 533 PENDYGRASSE RD.,  
SASKATOON, Saskatchewan,  
Canada, S7M5N4

Mailing Address: 533 PENDYGRASSE RD.,  
SASKATOON, Saskatchewan,  
Canada, S7M5N4

Office Held: PRESIDENT

Effective Date: 10-Aug-2011

**LOUIS GARDINER (Officer)**

Physical Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Mailing Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Office Held: TREASURER

Effective Date: 12-Dec-2013

**MAY HENDERSON (Officer)**

Physical Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Mailing Address: 231 ROBIN CRESCENT,  
SASKATOON, Saskatchewan,  
Canada, S7L6M8

Office Held: SECRETARY

Effective Date: 12-Dec-2013



Profile Report

Entity Number: 210641  
Entity Name: PROVINCIAL METIS HOLDCO INC.

Page 2 of 3  
Report Date: 18-Jul-2016

**ROBERT DOUCETTE (Director)**

Physical Address: 533 PENDYGRASSE RD., SASKATOON, Saskatchewan, Canada, S7M5N4 Resident Canadian: Yes

Mailing Address: 533 PENDYGRASSE RD., SASKATOON, Saskatchewan, Canada, S7M5N4

Effective Date: 01-Jul-2007

**LOUIS GARDINER (Director)**

Physical Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8 Resident Canadian: Yes

Mailing Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8

Effective Date: 01-Aug-2011

**MAY HENDERSON (Director)**

Physical Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8 Resident Canadian: Yes

Mailing Address: 231 ROBIN CRESCENT, SASKATOON, Saskatchewan, Canada, S7L6M8

Effective Date: 08-Sep-2012

**Articles**

Minimum Number of Directors: 3 Maximum Number of Directors: 12

**Membership Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| CHARTER    | Yes           | Unlimited         |               |

**Event History**

| Type                                         | Date        |
|----------------------------------------------|-------------|
| Non-profit Corporation - Annual Return       | 28-Aug-2014 |
| Non-profit Corporation - Financial Statement | 30-Jul-2014 |
| Notice of Change of Directors/Officers       | 17-Dec-2013 |
| Non-profit Corporation - Annual Return       | 12-Dec-2013 |
| Non-profit Corporation - Financial Statement | 10-Jun-2013 |
| Non-profit Corporation - Annual Return       | 30-Jul-2012 |
| Non-profit Corporation - Financial Statement | 28-May-2012 |
| Notice of Change of Directors/Officers       | 10-Aug-2011 |
| Non-profit Corporation - Annual Return       | 20-Jul-2011 |



Profile Report

Page 3 of 3

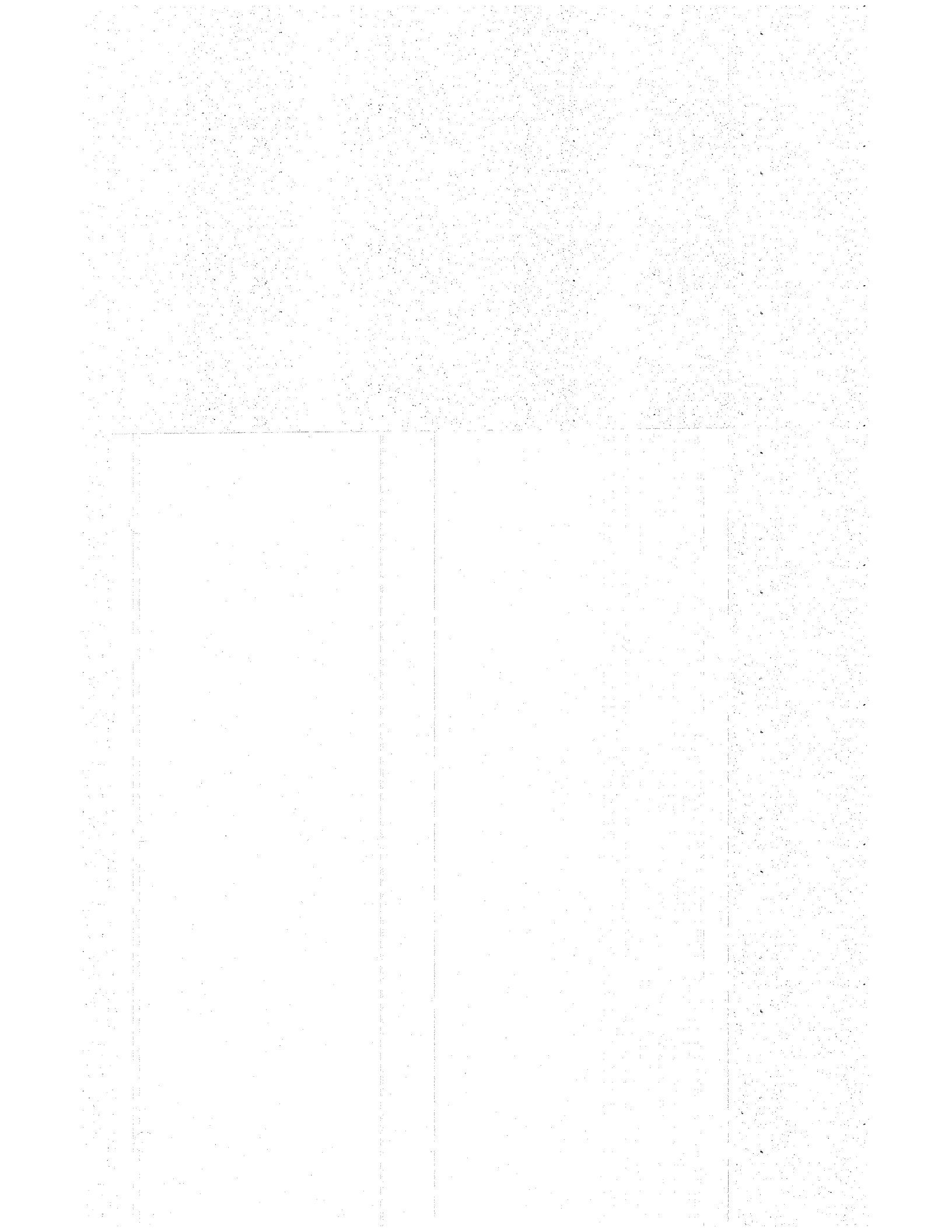
Entity Number: 210641

Entity Name: PROVINCIAL METIS HOLDCO INC.

Report Date: 18-Jul-2016

|                                                       |             |
|-------------------------------------------------------|-------------|
| Non-profit Corporation - Financial Statement          | 24-Jun-2011 |
| Non-profit Corporation - Annual Return                | 17-Aug-2010 |
| Non-profit Corporation - Financial Statement          | 08-Jul-2010 |
| Notice of Change of Directors/Officers                | 19-May-2010 |
| Notice of Change of Registered Office/Mailing Address | 11-Dec-2009 |
| Non-profit Corporation - Annual Return                | 04-Aug-2009 |
| Non-profit Corporation - Financial Statement          | 13-Jul-2009 |
| Non-profit Corporation - Restoral                     | 10-Dec-2008 |
| Non-profit Corporation - Annual Return                | 06-Aug-2008 |
| General Information                                   | 02-Jul-2008 |
| Non-profit Corporation - Restoral                     | 17-Oct-2007 |
| Non-profit Corporation - Financial Statement          | 29-Jun-2006 |
| General Information                                   | 25-Aug-2005 |
| Non-profit Corporation - Annual Return                | 11-Jul-2005 |
| Non-profit Corporation - Financial Statement          | 24-May-2005 |
| Non-profit Corporation - Financial Statement          | 30-Jul-2004 |
| Non-profit Corporation - Annual Return                | 30-Jul-2004 |
| Non-profit Corporation - Annual Return                | 07-Jul-2003 |
| Non-profit Corporation - Financial Statement          | 15-May-2003 |
| Non-profit Corporation - Annual Return                | 29-Jul-2002 |
| Non-profit Corporation - Financial Statement          | 29-Apr-2002 |
| Non-profit Corporation - Annual Return                | 25-Jul-2001 |
| Non-profit Corporation - Financial Statement          | 25-Jul-2001 |
| Non-profit Corporation - Financial Statement          | 02-Oct-2000 |
| Non-profit Corporation - Annual Return                | 02-Oct-2000 |







# Certificate of Incorporation

*THE NON-PROFIT CORPORATIONS ACT, 1995*

I certify that

ROUND PRAIRIE VENTURES INCORPORATED

is this day incorporated under *THE NON-PROFIT CORPORATIONS ACT, 1995* in accordance with the attached Articles.

Given under my hand and seal

this 18th day of December, 2008

Director of Corporations

PROVINCE OF SASKATCHEWAN  
THE NON-PROFIT CORPORATIONS ACT, 1995

ARTICLES OF INCORPORATION  
(Section 6)

1. Name of Corporation:                   **ROUND PRAIRIE VENTURES INCORPORATED**
  
2. The classes of Membership:  

There shall be one (1) class of membership.
  
4. Right, if any, to transfer membership interest:  

Membership interest is not transferable.
  
5. Number (or minimum and maximum number) of Directors:  

Minimum of 1  
Maximum of 5
  
6. The Corporation is a:            Membership Corporation  
                                                   Charitable Corporation
  
7. Restrictions, if any, on activities the Corporation may carry on or on the powers the Corporation may exercise:  


The activities of the Corporation shall not be restricted in any way.
  
8. Persons to whom remaining property is to be distributed in the course of liquidation and dissolution of the corporation:  

Upon liquidation and dissolution of the Corporation, the remaining property and assets of the Corporation shall be distributed among individuals or organizations, pursuant to the directions given to the Corporation, at the last general meeting of members prior to dissolution and liquidation, provided however, in any event, there shall not be any distribution of the remaining property and assets of the Corporation directly to any members of the Corporation.

9. Other provisions, if any:

The Corporation shall publish a notice annually that the financial statements and the report of the auditor of the Corporation are available at the registered office of the Corporation and that the financial statements and auditor's report may be examined during usual business hours of the Corporation by any person and that such person may make extracts therefrom free of charge.

10. Incorporators:

| Name            | Address                                                      | Signature                                                                          |
|-----------------|--------------------------------------------------------------|------------------------------------------------------------------------------------|
| RANDAL C. TOUET | 200-111-2 <sup>nd</sup> Avenue South<br>Saskatoon SK S7K 1K6 |  |

Provincial Metis Housing Corporation  
Board of Directors  
February 26, 2008  
#08-005

**TOPIC: Director Appointments**

**BACKGROUND:**

The Directors have been appointed as follows:

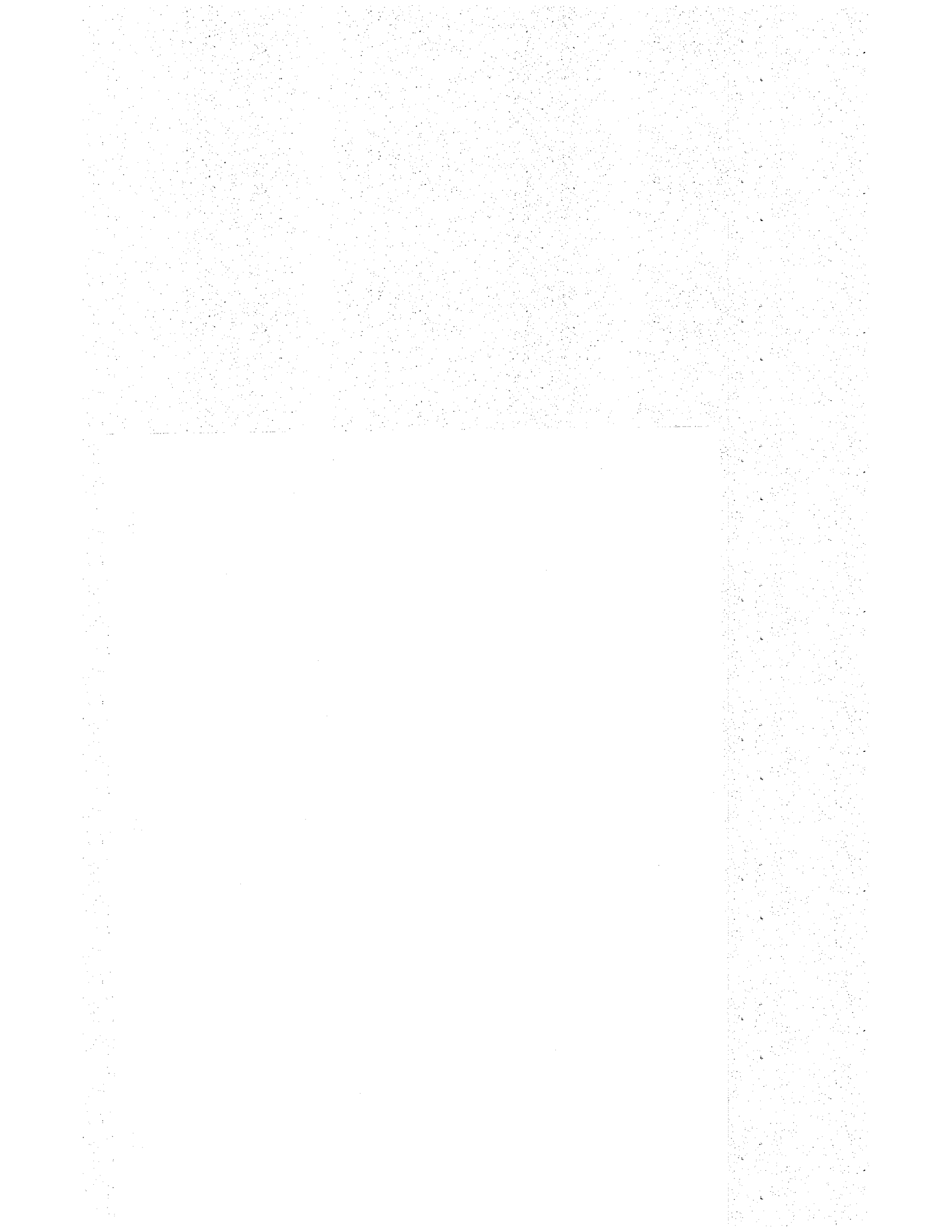
|                  |                              |                   |
|------------------|------------------------------|-------------------|
| Portfolio Holder | Four Year Term               | Allan Morin       |
|                  | January 2008 – December 2012 |                   |
| MNS Member       | Three Year Term              | Donald Dugan      |
|                  | January 2008 – December 2011 |                   |
| Northern Region  | Two Year Term                | Marlene Hansen    |
|                  | January 2008 – December 2010 |                   |
| Central Region   | Two Year Term                | May Henderson     |
|                  | January 2008 – December 2010 |                   |
| Southern Region  | Two Year Term                | Robert Lafontaine |
|                  | January 2008 – December 2010 |                   |

**CURRENT STATUS:**

Directors complete the Information Sheet, enabling PMHC to notify the Corporations Branch of the changes.

**ARTICLE 6**  
**MEMBERSHIP**

- 6.01 There shall be one class of membership in the Corporation being regular Members (hereinafter referred to as the "Members" or "Member" as the context so requires). The present regular Member of the Corporation shall be the Provincial Metis Housing Corporation.
- 6.02 Membership interests in the Corporation shall not be transferable under any conditions or circumstances.





Entity Number: 101135293

Page 1 of 3

Entity Name: ROUND PRAIRIE VENTURES INCORPORATED

Report Date: 18-Jul-2016

**Entity Details**

Entity Type: Non-profit Corporation  
Entity Subtype: Saskatchewan Non-profit - Membership  
Entity Status: Inactive(Amalgamated)  
Incorporation Date: 18-Dec-2008  
Annual Return Due Date: 31-May-2016  
Nature of Business: PROMOTE HOUSING AND RENOVATION PROJECTS FOR METIS IN SASKATCHEWAN  
\* Amalgamated Into: PROVINCIAL METIS HOUSING CORPORATION

**Registered Office/Mailing Address**

Physical Address: 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6  
Mailing Address: ROUND PRAIRIE VENTURES INCORPORATED, 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

**Directors/Officers**

**RAY HAMILTON (Officer)**

Physical Address: 27 ANDRE AVENUE, REGINA, Saskatchewan, Canada, S4T7C9  
Mailing Address: 27 ANDRE AVENUE, REGINA, Saskatchewan, Canada, S4T7C9  
Office Held: SECRETARY  
Effective Date: 20-Feb-2013

**MAY HENDERSON (Officer)**

Physical Address: 311 CARTER CRESCENT, SASKATOON, Saskatchewan, Canada, S7L7K4  
Mailing Address: 311 CARTER CRESCENT, SASKATOON, Saskatchewan, Canada, S7L7K4  
Office Held: CHAIRPERSON  
Effective Date: 29-Jan-2014

**CHRISTOPHER SICOTTE (Director)**

Physical Address: 68 MORRIS DRIVE, SASKATOON, Saskatchewan, Canada, S7L3V2  
Mailing Address: 68 MORRIS DRIVE, SASKATOON, Saskatchewan, Canada, S7L3V2  
Resident Canadian: Yes  
Effective Date: 18-Mar-2010





Profile Report

Entity Number: 101135293

Page 2 of 3

Entity Name: ROUND PRAIRIE VENTURES INCORPORATED

Report Date: 18-Jul-2016

**RAY HAMILTON (Director)**

Physical Address: 27 ANDRE AVENUE, REGINA, Saskatchewan, Canada, S4T7C9 Resident Canadian: Yes

Mailing Address: 27 ANDRE AVENUE, REGINA, Saskatchewan, Canada, S4T7C9

Effective Date: 18-Mar-2010

**WALTER CHATELAINE (Director)**

Physical Address: 708 CENTRE STREET, MEADOW LAKE, Saskatchewan, Canada, S9X1G2 Resident Canadian: Yes

Mailing Address: 708 CENTRE STREET, MEADOW LAKE, Saskatchewan, Canada, S9X1G2

Effective Date: 18-Mar-2010

**MAY HENDERSON (Director)**

Physical Address: 311 CARTER CRESCENT, SASKATOON, Saskatchewan, Canada, S7L7K4 Resident Canadian: Yes

Mailing Address: 311 CARTER CRESCENT, SASKATOON, Saskatchewan, Canada, S7L7K4

Effective Date: 01-May-2013

**Articles**

Minimum Number of Directors: 1 Maximum Number of Directors: 5

**Membership Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| ONE CLASS  | Yes           | Unlimited         |               |

**Event History**

| Type                                         | Date        |
|----------------------------------------------|-------------|
| Non-profit Corporation - Financial Statement | 10-Aug-2015 |
| Non-profit Corporation - Annual Return       | 30-Jan-2015 |
| Non-profit Corporation - Financial Statement | 07-May-2014 |
| Non-profit Corporation - Annual Return       | 29-Jan-2014 |
| Non-profit Corporation - Financial Statement | 24-Jun-2013 |
| Non-profit Corporation - Annual Return       | 20-Feb-2013 |
| Non-profit Corporation - Financial Statement | 06-Jun-2012 |
| Non-profit Corporation - Annual Return       | 12-Dec-2011 |



Profile Report

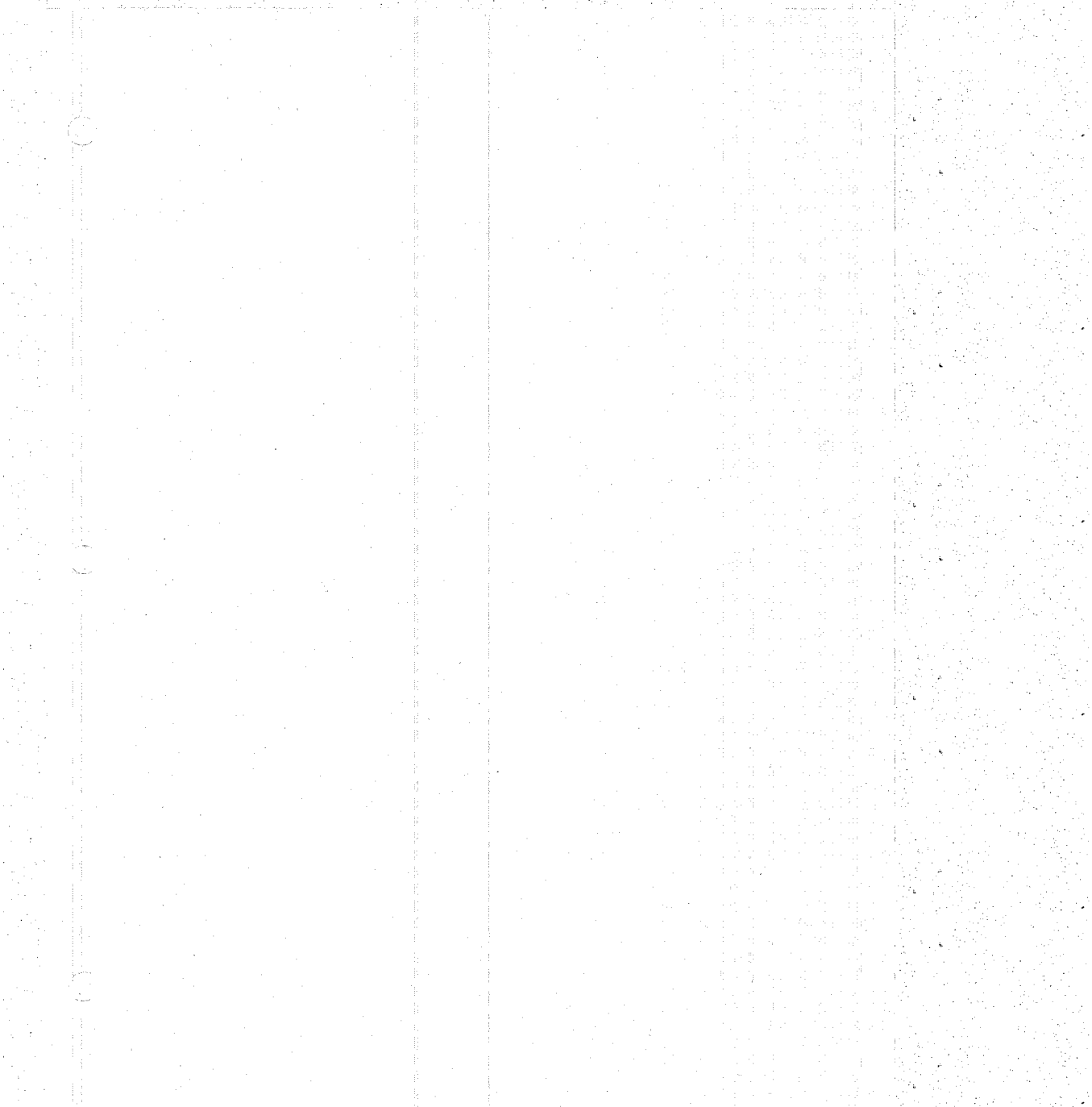
Page 3 of 3

Entity Number: 101135293

Entity Name: ROUND PRAIRIE VENTURES INCORPORATED

Report Date: 18-Jul-2016

|                                              |             |
|----------------------------------------------|-------------|
| Non-profit Corporation - Financial Statement | 31-May-2011 |
| General Information                          | 09-Feb-2011 |
| Non-profit Corporation - Annual Return       | 31-Jan-2011 |
| Notice of Change of Directors/Officers       | 29-Mar-2010 |
| Non-profit Corporation - Financial Statement | 15-Jan-2010 |
| Non-profit Corporation - Annual Return       | 15-Dec-2009 |
| Notice of Change of Directors/Officers       | 29-Jan-2009 |
| Non-profit Corporation - Incorporation       | 18-Dec-2008 |





Profile Report

Entity Number: 101182245  
Entity Name: BTB FESTIVAL DAYS INC.

Page 1 of 3  
Report Date: 18-Jul-2016

**Entity Details**

Entity Type: Non-profit Corporation  
Entity Subtype: Saskatchewan Non-profit - Membership  
Entity Status: Inactive (Struck Off)  
Strike Off Date: 15-Jul-2014  
Incorporation Date: 06-Apr-2011  
Annual Return Due Date: 31-May-2014  
Nature of Business: OPERATE A FESTIVAL

**Registered Office/Mailing Address**

Physical Address 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6  
Mailing Address BTB FESTIVAL DAYS INC., 300-110-21ST STREET EAST, SASKATOON, Saskatchewan, Canada, S7K0B6

**Directors/Officers**

**SHIRLEY ISBISTER (Officer)**

Physical Address: 3483 FAIRLIGHT DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7K3B8  
Mailing Address: 3483 FAIRLIGHT DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7K3B8  
Office Held: VICE-PRESIDENT &  
CENTRAL REGION  
REPRESENTATIVE  
Effective Date: 26-Jun-2012

**ROBERT DOUCETTE (Officer)**

Physical Address: 406 JESSOP AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7N2S5  
Mailing Address: 406 JESSOP AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7N2S5  
Office Held: PRESIDENT &  
CHAIRPERSON  
Effective Date: 26-Jun-2012

**MAY HENDERSON (Officer)**

Physical Address: 1 1602 MAIN ST.,  
SASKATOON, Saskatchewan,  
Canada, S7H0L7  
Mailing Address: 1 1602 MAIN ST.,  
SASKATOON, Saskatchewan,  
Canada, S7H0L7  
Office Held: SECRETARY-TREASURER  
& MEMBER AT LARGE  
Effective Date: 26-Jun-2012



Profile Report

Page 2 of 3

Entity Number: 101182245  
Entity Name: BTB FESTIVAL DAYS INC.

Report Date: 18-Jul-2016

**NORA CUMMINGS (Officer)**

Physical Address: 2518 WILLIAM AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7J1B3

Mailing Address: 2518 WILLIAM AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7J1B3

Office Held: SENATE REPRESENTATIVE

Effective Date: 26-Jun-2012

**ASHLEY NORTON (Officer)**

Physical Address: 1175 WALLACE STREET,  
REGINA, Saskatchewan,  
Canada, S4N3Z1

Mailing Address: 1175 WALLACE STREET,  
REGINA, Saskatchewan,  
Canada, S4N3Z1

Office Held: SOUTHERN REGION  
REPRESENTATIVE

Effective Date: 16-May-2014

**ROBERT DOUCETTE (Director)**

Physical Address: 406 JESSOP AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7N2S5

Mailing Address: 406 JESSOP AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7N2S5

Resident Canadian: Yes

Effective Date: 06-Apr-2011

**SHIRLEY ISBISTER (Director)**

Physical Address: 3483 FAIRLIGHT DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7K3B8

Mailing Address: 3483 FAIRLIGHT DRIVE,  
SASKATOON, Saskatchewan,  
Canada, S7K3B8

Resident Canadian: Yes

Effective Date: 06-Apr-2011

**MAY HENDERSON (Director)**

Physical Address: 1 1602 MAIN ST.,  
SASKATOON, Saskatchewan,  
Canada, S7H0L7

Mailing Address: 1 1602 MAIN ST.,  
SASKATOON, Saskatchewan,  
Canada, S7H0L7

Resident Canadian: Yes

Effective Date: 06-Apr-2011



Profile Report

Entity Number: 101182245  
Entity Name: BTB FESTIVAL DAYS INC.

Page 3 of 3  
Report Date: 18-Jul-2016

**ASHLEY NORTON (Director)**

Physical Address: 1175 WALLACE STREET,  
REGINA, Saskatchewan,  
Canada, S4N3Z1 Resident Canadian: Yes

Mailing Address: 1175 WALLACE STREET,  
REGINA, Saskatchewan,  
Canada, S4N3Z1

Effective Date: 18-May-2012

**NORA CUMMINGS (Director)**

Physical Address: 2518 WILLIAM AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7J1B3 Resident Canadian: Yes

Mailing Address: 2518 WILLIAM AVENUE,  
SASKATOON, Saskatchewan,  
Canada, S7J1B3

Effective Date: 18-May-2012

**Articles**

Minimum Number of Directors: 5 Maximum Number of Directors: 9

**Membership Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| ONE CLASS  | Yes           | Unlimited         |               |

**Event History**

| Type                                         | Date        |
|----------------------------------------------|-------------|
| Non-profit Corporation - Annual Return       | 16-May-2014 |
| Non-profit Corporation - Financial Statement | 04-Nov-2013 |
| Non-profit Corporation - Annual Return       | 30-Sep-2013 |
| General Information                          | 27-Jun-2012 |
| Notice of Change of Directors/Officers       | 26-Jun-2012 |
| Notice of Change of Directors/Officers       | 17-May-2012 |
| Non-profit Corporation - Annual Return       | 15-May-2012 |
| Notice of Change of Directors/Officers       | 24-May-2011 |
| Notice of Change of Directors/Officers       | 11-Apr-2011 |
| Non-profit Corporation - Incorporation       | 06-Apr-2011 |

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## Saskatchewan

Corporate Registry  
Profile Report**Information  
Services  
Corporation**  
OF SASKATCHEWANEntity No: 101182240  
Entity Name: BTB LAND MANAGEMENT INC.

As of: 23-Sep-2014

Entity Name: BTB LAND MANAGEMENT INC.  
Entity Number: 101182240  
Status as of Profile date: ActiveEntity Type: NON-PROFIT CORPORATION  
Entity Sub Type: SASKATCHEWAN MEMBERSHIP CORPORATIONIncorporation Date: 06-Apr-2011  
Home Jurisdiction: SASKATCHEWAN  
Annual Return/Renewal Date: 31-May-2015  
Fiscal Year End Date: 31-Dec-2013  
Financial Statement Due Date: 30-Apr-2014

Nature of Activities: MANAGE AND OPERATE A FESTIVAL SITE

Registered Office:  
Name: BTB LAND MANAGEMENT INC.  
Address: 300-110-21ST STREET EAST  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7K0B6  
Attention: RANDAL C. TOUETMailing Address:  
Name: BTB LAND MANAGEMENT INC.  
Address: 300-110-21ST STREET EAST  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7K0B6  
Attention: RANDAL C. TOUET

Allowable Number of Directors: Min: 3 Max: 5

Director/Officer Information:  
Dir Became: 06-Apr-2011  
Name: GARDINER, LOUIS Director: YES  
Address: 231 ROBIN  
CRESCENT



**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7L6M8  
**Resident Canadian:** YES  
**Director/Officer Information:**  
**Dir Became:** 08-Sep-2012  
**Name:** HENDERSON, MAY Director: YES  
**Address:** 231 ROBIN CRESCENT  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7L6M8  
**Resident Canadian:** YES  
**Director/Officer Information:**  
**Dir Became:** 06-Apr-2011  
**Name:** DOUCETTE, ROBERT Director: YES  
**Address:** 231 ROBIN CRESCENT Officer Position: PRESIDENT  
**City/Province:** SASKATOON, SK  
**Country/Postal Code:** CANADA, S7L6M8  
**Resident Canadian:** YES

**Membership Structure:**

| Class     | Voting Rights | Number of Members |
|-----------|---------------|-------------------|
| ONE CLASS | YES           | 11                |

**General Information:**

Licensed with Consumer Protection Branch: NO

**Event History:**

| Event                                  | Date        |
|----------------------------------------|-------------|
| INCORPORATION                          | 06-Apr-2011 |
| NOTICE OF DIRECTORS (Filed on the Web) | 11-Apr-2011 |
| NOTICE OF DIRECTORS (Filed on the Web) | 24-May-2011 |
| ANNUAL RETURN (Filed on the Web)       | 15-May-2012 |
| GENERAL INFORMATION                    | 27-Jun-2012 |
| ANNUAL RETURN (Filed on the Web)       | 30-Sep-2013 |
| FINANCIAL STATEMENT                    | 04-Nov-2013 |
| ANNUAL RETURN (Filed on the Web)       | 16-May-2014 |

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## Saskatchewan



**Information  
Services  
Corporation**  
OF SASKATCHEWAN

Corporate Registry

Profile Report

Entity No: 101222093  
Entity Name: ROUND PRAIRIE DEVELOPMENTS LTD. As of: 29-Jul-2013

Entity Name: ROUND PRAIRIE DEVELOPMENTS LTD.  
Entity Number: 101222093  
Status as of Profile date: Active

Entity Type: BUSINESS CORPORATION  
Entity Sub Type: SASKATCHEWAN CORPORATION

Incorporation Date: 20-Dec-2012  
Home Jurisdiction: SASKATCHEWAN  
Annual Return/Renewal Date: 31-Jan-2014

Nature of Business: COMMERCIAL AND RESIDENTIAL RENOVATIONS

Registered Office:  
Name: ROUND PRAIRIE DEVELOPMENTS LTD.  
Address: 406 JESSOP AVENUE  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7N2S5  
Attention: GREG MACLEOD - PROVINCIAL METIS HOUSING ✱

Mailing Address:  
Name: ROUND PRAIRIE DEVELOPMENTS LTD.  
Address: 406 JESSOP AVENUE  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7N2S5  
Attention: GREG MACLEOD

Allowable Number of Directors: Min: 3 Max: 3

Director/Officer /Shareholder Information:  
Dir Became: 20-Dec-2012  
Name: FETCH, DEAN Director: YES  
Address: 118 SPRUCE DRIVE Officer Position: SALES MANAGER  
City/Province: SASKATOON, SK  
Country/Postal Code: CANADA, S7N2M9

[https://apps.isc.ca/CobraWeb/ProfileRpt.asp?reg\\_no=101222093&wip=141025531&ref=](https://apps.isc.ca/CobraWeb/ProfileRpt.asp?reg_no=101222093&wip=141025531&ref=) 29/07/2013

Resident Canadian: YES

**Director/Officer /Shareholder Information:**

Dir Became: 20-Dec-2012  
 Name: FIDLER, DARYL  
 Address: 482 DELARONDE ROAD  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7J4A6  
 Resident Canadian: YES

Director: YES  
 Officer Position: CONSTRUCTION MANAGER

**Director/Officer /Shareholder Information:**

Dir Became: 20-Dec-2012  
 Name: MACLEOD, GREG  
 Address: 406 JESSOP AVENUE  
 City/Province: SASKATOON, SK  
 Country/Postal Code: CANADA, S7K2S5  
 Resident Canadian: YES

Director: YES  
 Officer Position: GENERAL MANAGER

**Share Structure:**

| Class                                 | Voting Rights | Authorized Number | Issued Number |
|---------------------------------------|---------------|-------------------|---------------|
| Class A                               | YES           | UNLIMITED         | 00.00         |
| <b>Total Number of Shares issued:</b> |               |                   | <b>00.00</b>  |

**General Information:**

Licensed with Consumer Protection Branch: NO

**Event History:**

| Event                            | Date        |
|----------------------------------|-------------|
| INCORPORATION (Filed on the Web) | 20-Dec-2012 |



Profile Report

Page 1 of 2

Entity Number: 101222093

Entity Name: ROUND PRAIRIE DEVELOPMENTS LTD.

Report Date: 19-Jul-2016

**Entity Details**

Entity Type: Business Corporation  
 Entity Subtype: Saskatchewan Corporation  
 Entity Status: Active  
 Incorporation Date: 20-Dec-2012  
 Annual Return Due Date: 31-Jan-2017  
 Nature of Business: COMMERCIAL AND RESIDENTIAL RENOVATIONS

**Registered Office/Mailing Address**

Physical Address: 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6  
 Mailing Address: ROUND PRAIRIE DEVELOPMENTS LTD., 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6

**Directors/Officers**

**DARRYL FIDLER (Officer)**

Physical Address: 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6  
 Mailing Address: 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6  
 Office Held: PRESIDENT  
 Effective Date: 23-Sep-2014

**DARRYL FIDLER (Director)**

Physical Address: 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6  
 Mailing Address: 482 DELARONDE ROAD, SASKATOON, Saskatchewan, Canada, S7J4A6  
 Resident Canadian: Yes  
 Effective Date: 20-Dec-2012

**Shareholders**

| Shareholder Name | Mailing Address                                   | Share Class | Shares Held |
|------------------|---------------------------------------------------|-------------|-------------|
| DARRYL FIDLER    | 482 DELARONDE ROAD, SASKATOON, SK, CANADA, S7J4A6 | Class A     | 100         |



Profile Report

Page 2 of 2

Entity Number: 101222093

Entity Name: ROUND PRAIRIE DEVELOPMENT'S LTD.

Report Date: 19-Jul-2016

**Articles**

Minimum Number of Directors: 1 Maximum Number of Directors: 4

**Share Structure:**

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| Class A    | Yes           | Unlimited         | 100           |

**Event History**

| Type                                                  | Date        |
|-------------------------------------------------------|-------------|
| Business Corporation - Restoral                       | 17-Aug-2015 |
| Notice of Change of Directors/Officers                | 23-Sep-2014 |
| Notice of Change of Directors/Officers                | 10-Sep-2014 |
| Notice of Change of Directors/Officers                | 03-Sep-2014 |
| Notice of Shareholders                                | 03-Sep-2014 |
| Notice of Change of Registered Office/Mailing Address | 03-Sep-2014 |
| Business Corporation - Amend Articles                 | 03-Sep-2014 |
| Business Corporation - Annual Return                  | 20-Dec-2013 |
| Notice of Change of Registered Office/Mailing Address | 27-Sep-2013 |
| Notice of Change of Directors/Officers                | 27-Sep-2013 |
| Business Corporation - Amend Articles                 | 19-Aug-2013 |
| Articles                                              | 20-Dec-2012 |
| Business Corporation - Incorporation                  | 20-Dec-2012 |





Telephone: 306.244.2242 Suite 300  
Toll Free: 1.888.244.2242 110-21st Street East  
Facsimile: 306.652.0332 Saskatoon, SK S7K 0R6  
Email: info@wlawgroup.com  
Web: www.wlawgroup.com

Reply To: Randal C. Touet  
rtouet@wlawgroup.com

July 5, 2012

VIA EMAIL

Métis Nation-Saskatchewan Secretariat Inc.  
406 Jessop Avenue  
Saskatoon, SK S7N 2S5

Attention: President Robert Doucette

Dear Sir:

**Re: Métis Nation – Saskatchewan Secretariat Inc. v. Royal Bank of Canada and Bank of  
Nova Scotia and Robert Doucette  
Q.B.G. No. 677 of 2013  
File No.: 16555.73-RCT**

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Further to your questions regarding the resolutions passed at the recent Special Meeting of the Métis Nation - Saskatchewan Secretariat Inc., we have had an opportunity to review the resolutions and are providing our opinion in that regard.

Specifically, you had asked:

1. How should the Secretariat proceed with the resolutions?
2. Can the Secretariat change banks?; and
3. Should the Secretariat make application to the Court to return to the original cheque signing authorities?

We will attempt to answer each question in turn.

Validity of Resolutions

It would be our view that the resolutions to suspend Provincial Métis Council members and Vice-President Morin from their positions with the Secretariat are likely beyond the authority of the special meeting convened, and likely not binding or valid.

First, it does seem clear that the members of a non-profit corporation, at a meeting properly convened, do have the authority to remove directors from their positions. However, such meetings must be called with the express purpose of removing directors

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from office. In other words, the notice of the meeting would have to include information that a motion would be brought to remove directors from office. We do not believe that the meeting, as convened, presented sufficient information to the membership to justify being able to remove directors at that meeting.

Second, the interaction of *The Métis Act* and the Métis Nation - Saskatchewan constitution is, as we have discussed in the past, unclear. *The Métis Act* sets out that the Board of Directors of the Secretariat consists of those persons who are members of the Provincial Métis Council of Métis Nation - Saskatchewan. That being the case, it is not clear that the members of the Secretariat can remove members of the PMC from their role as directors.

Third, and perhaps most importantly, the resolutions passed at the special meeting are, in a sense, attempting to do to Vice President Morin what the PMC attempted to do to President Doucette. Just as the Court found that the Provincial Métis Council could not remove the President or the Executive from their role administering the Secretariat, it is our view likely that the Court would look upon the resolutions passed at this meeting (especially given the lack of notice) as an attempt to do exactly the same thing.



In our view, therefore, the resolutions passed regarding suspension of the Provincial Métis Council members and the Vice-President are likely beyond the powers of the members at that meeting and we would recommend that the Secretariat not act upon those resolutions.

Similarly, it would be our opinion that the validity of the resolution to change signing authority is of questionable validity. Generally speaking, matters such as signing authority and similar administrative decisions are left to the Board of Directors. The members may act to remove directors (at a meeting properly constituted for that purpose), but the membership cannot second guess or micromanage the day to day operations of the organization. Therefore, it would be our view that the resolution to change signing authority is likely not binding and would be of only persuasive effect. This is especially so given the Court order that has maintained the interim protocol for signing authorities; it is likely that, unless Vice President Morin and/or Ms McKay agree to any change, that a Court application would be required to return signing authority to its previous state.

#### Can the Secretariat Change Banks?

It would be our view that the Secretariat would be, in the ordinary course of things, perfectly entitled to change their banking institution. However, that would be a matter that would have to be dealt with by the Board of Directors. In other words, by the PMC. Further, changing financial institutions would not seem to solve any of the ongoing problems; indeed, it is likely that a new bank would simply be put in the same situation as the RBC and Bank of Nova Scotia and the situation would return to "square one" even if the PMC could agree on which bank to use.

Application to the Court to Change Signing Authorities

Mr. Justice Laing certainly left the door open for a new application to the Court to change signing authority in the case of deadlock. That being the case, it would be our view that prior to returning to Court, we would need to be sure that there was evidence of deadlock and that cheques were not being signed. Further to your emails, it seems clear that Vice President Morin has had some reluctance in signing some of the cheques for the Secretariat; however, it does appear that he has signed the vast majority of cheques relating to the day to day administration of the organization. Before determining if a new application would be worthwhile, it would be necessary to see how many cheques the Vice President has refused to sign and the nature of those cheques. In other words, it will be necessary, in our view, to prove harm or potential harm to the Secretariat before we return to Court. It would also be important to demonstrate some good faith attempts to deal with the matter internally (which we believe you have done by communication the need to have these cheques signed by the Vice President).

That being the case, before giving a definitive opinion on the worth's of a new Court application, we would need to have up to date information about which cheques remained unsigned, as that evidence would be crucial not only to our opinion but also to the application itself.

To sum up, based on all of the above, it would be our view that the resolutions passed at the special meeting that deal with removal or suspension of directors or officers of the corporation, or that deal with signing authority are likely not valid, as in our view the meeting did not have the authority to pass a resolution authorizing removal or suspension of directors or officers, and that decisions relating to signing authority are beyond the scope of the powers of membership and would fall within the authority of the Board of Directors. We would therefore recommend that the Secretariat not act upon these resolutions and that if signing authority remains an issue, a new Court application would be the way to proceed.

Should you have any further questions, please do not hesitate to contact our office.

Yours truly,

THE W L LAW GROUP

  
RANDAL C. POUET  
RCT/rj

Cc: Deb Donaldson



## COUNTER OFFER

This COUNTER OFFER dated for reference this 29<sup>th</sup> day of May, 2009 to be attached to and form a part of the OFFER TO PURCHASE dated May 26<sup>th</sup>, 2009.

BETWEEN:

**PROVINCIAL METIS HOLDCO INC.**

(hereinafter known as "Seller")

- AND -

**DUCHUCK HOLDINGS LTD.**

(hereinafter known as "Buyer")

In respect to the Property known as 219 Robin Crescent, Saskatoon, Saskatchewan

The Seller accepts the attached Offer and all its terms and conditions subject to the following amendments, exceptions and/or additions (referenced numerically as per Offer):

2. The Purchase Price shall be **One Million Two Hundred and Ninety Five Thousand Dollars (\$1,295,000.00)** (GST not included) as hereinafter set forth:
  - (a) **INITIAL DEPOSIT** - Within Two (2) days of acceptance of this Offer, the sum of **Twenty Five Thousand Dollars (\$25,000.00)** to be paid, in trust to **Colliers McClocklin Real Estate Corp.**;
  - (b) **ADDITIONAL DEPOSIT** - A further portion of the Purchase Price, namely **Twenty Five Thousand Dollars (\$25,000.00)**, to be paid by the Buyer within two (2) days following the removal of the Conditions Precedent referred to in Clause 6 herein by way of a cheque made payable to **Colliers McClocklin Real Estate Corp.**;
  - (c) **BALANCE OF PURCHASE PRICE** - The balance owing of the Purchase Price, the approximate amount of **One Million Two Hundred and Forty Five Thousand Dollars (\$1,245,000.00)** shall be payable by way of cash and/or bank draft and/or solicitors trust cheque and/or mortgage proceeds on Closing Date.

BD

This Counter Offer shall be irrevocable by the Seller and open for acceptance by the Buyer until up to 1:00 P.M. the 1<sup>st</sup> day of June, 2009, after which time if not accepted by the Buyer, this Counter Offer shall be null and void and any deposit paid shall be returned to the Buyer without interest. If this Counter Offer is accepted by the Buyer and the sale is completed, the Seller hereby agrees to pay COLLIER'S McCLOCKLIN REAL ESTATE CORP. a fee for service of five percent (5%) of the purchase price plus applicable taxes. The Seller hereby confirms authority for payment of the said fee as would have been the case had he accepted the Buyer's Offer to him on the attached original Offer.

IN WITNESS WHEREOF Provincial Metis Holdco Inc. have hereunto executed this Agreement this 29 day of MAY, A.D. 2009.

PROVINCIAL METIS HOLDCO INC.

[Signature]  
WITNESS

PER: [Signature]

[Signature]  
WITNESS

PER: [Signature]  
MN-S President

The above Counter Offer of the Seller to my Offer dated the 26 day of May, A.D. 2009 is hereby accepted.

IN WITNESS WHEREOF Duchuck Holdings Ltd. have hereunto executed this Agreement this 29 day of May, A.D. 2009.

DUCHUCK HOLDINGS LTD.

[Signature]  
WITNESS OR SEAL

PER: [Signature]

WITNESS OR SEAL

PER: \_\_\_\_\_

Seller signing this form should not sign acceptance of the original Offer.

**Provincial Metis Holdco Inc.  
219 Robin Crescent  
Saskatoon, SK  
S7L 6M8**

**Board of Directors Meeting  
June 11, 2009  
Minutes**

**In Attendance:** President, Robert G. Doucette(Chair), Vice-President Allan Morin, Treasurer Gabe Lafond, Provincial Secretary Max Morin

**Staff:** Brian Kembel

**Call to Order at 1:15 pm**

**Agenda:** Motions Regarding the Building, 219 Robin Crescent

**Motion – 2009-0611-01**

Moved by Gabe Lafond, seconded by Allan Morin to accept the Offer To Purchase made by Duchuck Holding Ltd. for the building at 219 Robin Crescent in the amount of \$1,295,000.00 subject to the Conditions Precedent listed in the Offer To Purchase as Paragraph 6 (Buyer to obtain at its sole expense a Phase I Environmental Report and a Surveyor's Certificate).

**Agreed**

**Motion – 2009-0611-02**

Moved by Gabe Lafond, seconded by Allan Morin to pay off the three outstanding debts on the building. Specifically: Clarence Campeau Development Fund - \$286,000 plus any accrued interest; SaskiMetis Economic Development Corp. - \$231,658 plus any accrued interest; and Provincial Métis Housing Corp. - \$112,100. The balance of the funds remaining from the sale to be transferred to Round Prairie Ventures Inc. to purchase a new building(s) satisfactory to the needs and requirements of the Métis Nation – Saskatchewan.

**Agreed**

**Adjourned at 1:45**

**Page 1 of 1**

*PMC want  
to know who is  
this???*

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## OFFER TO PURCHASE

THIS AGREEMENT made the 26<sup>th</sup> day of May, A.D. 2009

BETWEEN:

**DUCHUCK HOLDINGS LTD.**  
of the City of Saskatoon,  
in the Province of Saskatchewan

(hereinafter called the "Buyer")

- AND -

**PROVINCIAL METIS HOLDCO INC.**  
of the City of Saskatoon,  
in the Province of Saskatchewan

(hereinafter called the "Seller")

1. The Buyer hereby offers to purchase from the Seller in the manner hereinafter set forth the following lands including buildings, improvements and appurtenances, if any, currently situated on the lands (hereinafter together called the "Lands"):

PARCEL(S): 118932048

and civic address being 219 Robin Crescent, Saskatoon, Saskatchewan.

2. The Purchase Price shall be Eight Hundred and Eighty Five Thousand Dollars (\$25,000.00) (GST not included) as hereinafter set forth:

- (a) INITIAL DEPOSIT - Within Two (2) days of acceptance of this Offer, the sum of Twenty Five Thousand Dollars (\$25,000.00) to be paid, in trust to Colliers McClocklin Real Estate Corp.;
- (b) ADDITIONAL DEPOSIT - A further portion of the Purchase Price, namely Twenty Five Thousand Dollars (\$25,000.00), to be paid by the Buyer within two (2) days following the removal of the Conditions Precedent referred to in Clause 6 herein by way of a cheque made payable to Colliers McClocklin Real Estate Corp.;
- (c) BALANCE OF PURCHASE PRICE - The balance owing of the Purchase Price, the approximate amount of Eight Hundred and Thirty Five Thousand Dollars (\$835,000.00) shall be payable by way of cash and/or bank draft and/or solicitors trust cheque and/or mortgage proceeds on Closing Date.

Buyer is a GST registrant (# \_\_\_\_\_) and therefore Seller shall not collect GST.

## OFFER TO PURCHASE

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3. The Buyer shall be responsible to self-assess and remit all taxes required to be paid by the Buyer under The Provincial Sales Tax (Saskatchewan) in respect of the sale and transfer of the Purchased Assets, if any.
4. In the event the Conditions Precedent listed in Clause 6 herein are removed within the time specified, any and all deposit monies paid herewith shall be applied to the Purchase Price.
5. Seller to provide to the Buyer within three (3) days of acceptance of this Offer, at its sole cost and expense, the following:
  - (a) True copies of all signed leases, contracts, agreements and obligations that will become the responsibility of the Purchaser from the date of closing;
  - (b) Building plans and specifications, if any, that are in the Seller's possession;
  - (c) Signed actual Income and Expense Statements for the years 2007, 2008 and year to date.
6. **CONDITIONS PRECEDENT:**

This Offer to Purchase is subject to the following Conditions Precedent. If the conditions cannot be met on or before June 30<sup>th</sup>, 2009, the agreement arising from the acceptance of this offer shall become null and void and of no effect.

- (a) Buyer, at its sole expense, to obtain mechanical, structural, and roof inspections the results of which are to its sole satisfaction;
- (c) Buyer, at its sole expense, to obtain a Phase I Environmental Report, the results of which are to the sole satisfaction of the Buyer;
- (d) Buyer, at its sole expense, to obtain a Surveyor's Certificate for the Lands, the results of which are to the sole satisfaction of the Buyer;
- (e) Buyer approving and accepting the documents specified in Clause 5 above.

The Seller and Buyer covenant, agree and acknowledge that all the aforesaid conditions shall be deemed to be true Conditions Precedent for the purposes of this Offer to Purchase. The Buyer may waive or remove the foregoing conditions within the time hereinbefore stated by giving notice in writing to the Seller. If written notice is not given to the Seller as hereinbefore set forth, then the aforesaid conditions shall be deemed to have not been satisfied or waived and thereupon the Buyer and Seller shall be released from all their respective obligations under this offer and all monies paid under this Offer shall be forthwith returned to the

*Judson  
has  
accepted  
offer*

*RB*  
5

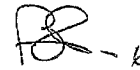


## OFFER TO PURCHASE

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Buyer without deduction or set off and the Agreement arising from the acceptance of this Offer to Purchase shall become null and void and of no further effect.

7. The Vendor agrees to lease the property from the Buyer for a three (3) month term Commencing July 1, 2009 and ending September 30, 2009 after which the lease shall be on Month to Month basis. The lease will be the Buyer's standard form of office lease and will include the following terms and conditions:
  - (1) The basic monthly rent shall be Nine Thousand Six Hundred Dollars (\$9,600.00) plus all applicable taxes.
  - (2) The Vendor shall pay as additional rent all occupancy costs including but not limited to property taxes, insurance, landscaping, management and utilities.
  - (3) The Vendor acknowledges that the Buyer will be replacing the roof, HVAC systems, siding and additional interior work during the term of the lease and will cooperate fully in allowing the Buyer to access the Leased Premises to complete upgrades to the property;
  - (4) The Vendor acknowledges that mold exists in the building and accepts the Leased Premises "AS IS";
  - (5) On the Closing Date the Vendor will provide a deposit equal to Two (2) months gross rent to be applied to the 1<sup>st</sup> and last month's rent.
8.
  - (a) Closing date of this transaction shall be July 1<sup>st</sup>, 2009 (the "Closing Date").
  - (b) On the Closing Date the Seller shall supply the Buyer with a clear registrable transfer of title which title shall be clear of all encumbrances excepting easements if any.
9. Adjustment of all taxes, insurance, utilities, expenses, rents, and other incoming and outgoings levied against the Lands shall be as of the Closing Date.
10. The Seller shall keep the Lands in the present state of repair or better, up to the Closing Date.
11. The parties hereto agree that they shall each execute such further documents or assurances as may be required to more perfectly and absolutely carry out the intention of this Agreement.
12. The parties hereto agree that the terms of the within Offer shall enure to the benefit of and be binding upon their respective successors and assigns.
13. The parties hereto agree that each party shall be responsible for its own legal costs in connection with this transaction.

Handwritten signature and initials, possibly "R" and "B", followed by a dash and the number "6".

## OFFER TO PURCHASE

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14. The Buyer shall be responsible for all Land Titles Office disbursements in respect to the registration of the transfer of title from the Seller to the Buyer, save and except for the discharge of any encumbrances which is the responsibility of the Seller to discharge.
15. Time shall be of the essence in every respect of this Agreement.
16. This Offer shall be open for acceptance by the Seller until 4:00 P.M. Friday, May 29, 2009.
17. The Seller agrees, subject to the payment of the Purchase Price in accordance with this Offer to Purchase, to deliver vacant possession of the said Lands to the Buyer on the Closing Date.
18. The Seller and Buyer acknowledge and agree that the provisions of this Agreement shall survive closing and shall not be merged therein or therewith.
19. The Buyer shall have the right to assign all or any part of its estate and interest in these presents and the Seller's consent to such assignment shall not be required or necessary.
20. These presents shall be governed by the laws of the Province of Saskatchewan.
21. The Seller represents and warrants to the Buyer as of the date hereof and on the date of closing (which representations and warranties shall survive closing):
  - (a) that there are no outstanding orders, requirements or directives issued by any governmental or municipal authority relating to the said Lands;
  - (b) that the Seller is in compliance with all governmental or municipal laws and enactments relating to the said Lands; and
  - (c) that the Seller is not aware of any restrictive covenants or similar provisions that would prevent or restrict the Buyer from continuing the present use of the Lands.
22. This Agreement contains the whole of the Agreement between the parties and there are no agreements, representations or warranties save as herein set out.
23. The Buyer covenants that it will not under any circumstances whatsoever register a caveat pursuant to this Offer to Purchase and its interest in the property prior to closing.
24. If all monies are not paid on or before Closing Date, the Buyer agrees to pay to the Seller interest at the rate of seven percent (7%) per annum, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Seller, his/her Solicitor or his/her Brokerage as at the Closing Date, the interest



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## OFFER TO PURCHASE

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to be calculated from the Closing Date, until monies are paid to the Seller or his/her aforesaid agents up to a maximum of thirty (30) days from Closing Date.

## 25. REMEDIES/DISPUTES:

- (a) If this Offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the Buyer.
  - (b) If this Offer is accepted and the conditions in paragraph 6 above have not been satisfied or waived in writing by the date set forth in paragraph 6 above, the entire deposit and any other monies paid by the Buyer shall be forthwith returned to the Buyer.
  - (c) If this Offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 6 above and the Buyer fails to execute any required conveyance of formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this Offer, this Offer shall be void at the Seller's option. Where the defaulting party is the Buyer, the deposit and any other monies shall be forthwith delivered to the Seller's brokerage as forfeiture to the Seller.
  - (d) The Buyer and Seller agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16 (a) of The Real Estate Regulations.
  - (e) The disbursement of the deposit and other monies as agreed to above is not a prohibition from the Buyer or the Seller seeking a civil remedy for a breach of this Offer.
26. The attached Schedule "A" outlines the various forms of agency under which an agent may operate. In this case all parties acknowledge that "limited dual agency" is in effect and the agent will act within the guidelines set forth.

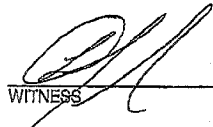
8

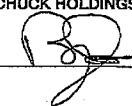
OFFER TO PURCHASE

6

SIGNED and dated this 26<sup>th</sup> day of May, A.D. 2009.

DUCHUCK HOLDINGS LTD.

  
WITNESS

PER: 

The Seller, Provincial Metis Holdco Inc., hereby accepts the within Offer to Purchase and all its terms and covenants, promises and agrees to carry out the sale on the terms and conditions above-mentioned. The Seller agrees to pay Colliers McClocklin Real Estate Corp. a fee for service of Five percent (5%) of the purchase price and applicable Federal and Provincial Tax upon completion of sale and authorizes that Colliers McClocklin Real Estate Corp. may deduct same from the deposit amount with any remaining balance to be paid on closing or possession, whichever occurs first. The Seller hereby instructs his solicitor to deduct the fee from the proceeds of sale when releasable, payable to Colliers McClocklin Real Estate Corp. In the event the Buyer fails to complete the sale and the deposit is forfeited to the Seller, said deposit shall be shared 50/50 between the Seller and Colliers McClocklin. The Seller warrants that this property does not fall under Foreign Ownership tax.

SIGNED and dated this \_\_\_\_ day of May, A.D. 2009.

PROVINCIAL METIS HOLDCO INC.

WITNESS OR SEAL

PER: \_\_\_\_\_

WITNESS OR SEAL

PER: \_\_\_\_\_



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## OFFER TO PURCHASE

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## SCHEDULE "A"

Seller's Agency: The term seller includes landlord and lessor.

When representing a seller, a real estate company represents only the interests of the seller. A seller's agent is required to disclose known facts that might influence the seller's decision.

Buyer's Agency: The term buyer includes tenant and lessee.

When representing a buyer, a real estate company represents only the interest of the buyer. A buyer's agent is required to disclose known facts that might influence the buyer's decision.

Limited Dual Agency: Limited dual agency occurs when the same real estate company is representing both the seller and buyer in a transaction.

Because there is potential for conflict between duties owed by the real estate company to the seller and the buyer, there are limitations to what a REALTOR may disclose in transactions involving dual agency. These limitations are:

1. The REALTOR will not disclose that the buyer will pay a price or agree to terms other than those contained in the offer, or that the seller will accept a price or terms other than those contained in the listing agreement.
2. The REALTOR will not disclose the motivation of the buyer to buy or the seller to sell unless authorized by the buyer or seller.
3. The REALTOR will not represent the interest of either the buyer or seller to the advantage of one over the other.
4. The REALTOR will not disclose personal or financial information of either the buyer or the seller unless authorized in writing.
5. The REALTOR shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR.
6. All "comparable" property information may be disclosed to both the seller and buyer at any time.

A real estate company is required to inform the buyer and seller of a limited dual agency.

The client acknowledges having received and read this form and agrees to the limitations of Limited Dual Agency set out herein.



/s



Telephone: 306.244.2242      Suite 302  
Toll Free: 1.888.244.2242      110 21st Street West  
Facsimile: 306.552.0332      Saskatoon, SK S7K 0B6  
E-mail: info@wlawgroup.com  
Web: www.wlawgroup.com

August 2, 2013

Reply To: Randal C. Touet  
rtouet@wlawgroup.com

VIA EMAIL

Metis Nation-Saskatchewan Secretariat Inc.  
406 Jessop Avenue  
Saskatoon, SK S7N 2S5

Attention: President Robert Doucette  
Deb Donaldson, Director of Operations

Dear Sir and Madam:

Re: **Funds from Sale of 219 Robin Crescent, Saskatoon, SK**  
**Our File No.: 16555.73-9**

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We are writing further to your request for details regarding the funds from the sale of 219 Robin Crescent.

We enclose, for your reference, a copy of the trust statement to December 31, 2012, previously provided to Sandra Lloyd.

Further to the Board of Directors meeting of the Provincial Métis Holdco Inc. ("Holdco"), of June 11, 2009, Holdco agreed to accept the offer of purchase made by Duchuk Holding Ltd. for the building at 219 Robin Crescent in the amount of \$1,295,000.00. This was accompanied by a second motion to pay off three outstanding debts on the building, specifically:

- a) \$286,000.00 to Clarence Campeau Development Fund;
- b) \$231,658.00 to Saskatchewan Métis Economic Development Corp.; and
- c) \$112,100.00 to the Provincial Métis Housing Corporation

That second motion also included a term that the balance of the funds remaining from the sale were to be transferred to Round Prairie Ventures Inc. to purchase a new building satisfying the needs and requirements of the Métis Nation-Saskatchewan.

Both of the above motions were passed, as indicated in the Minutes of the Board of Directors meeting of June 11, 2009.

**Professional. Passionate. Personal.**

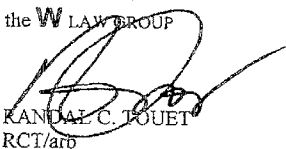
It appears from the trust history on this file that those debts were paid. In the result, on July 13, 2009, \$553,884.04 was placed into trust with our firm. However, no funds have been transferred to Round Prairie Ventures Inc. since the money was deposited into trust in 2009. As has been the case since that time, we are holding the balance in trust and await instruction on what to do with same.

As can be seen from the trust history which accompanies this letter, the remaining funds remain in trust and are earning interest. As of May 31, 2013, the trust account holds \$366,588.68. Further, there is currently a debt owing to Holdco. of \$150,000.00, that being the amount borrowed by the Métis Nation-Saskatchewan Secretariat Inc. to administer the 2012 Métis Nation election pursuant to motion 004-18/07/2012 of the Provincial Métis Council and Motion passed by the Directors of Holdco on August 1, 2012 and secured by a Promissory Note, copy attached.

Should you require further information, please do not hesitate to contact our office.

Yours truly,

the **W** LAW GROUP



RANDAL C. TOUET

RCT/arb  
Enclosure

**DEMAND PROMISSORY NOTE**  
(FIXED RATE)

\$ 150,000.00

August 1, 2012

FOR VALUE RECEIVED MÉTIS NATION - SASKATCHEWAN SECRETARIAT INC., as Maker, promises to pay on or before July 31, 2015, to the order of PROVINCIAL MÉTIS HOLDCO INC. at its offices at 406 Jessop Avenue, Saskatoon, Saskatchewan, S7N 2S5, the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, with payments of Fifty Thousand (\$50,000.00) Dollars in each year up to July 31, 2015.

This loan is conditional on The Office of the Federal Interluctor confirming a \$200,000.00 contribution for the September 2012 elections.

EACH PARTY to this note, whether as maker, co-maker, endorser or guarantor severally waives presentment for payment, demand, protest and notice of protest and dishonour.

MÉTIS NATION - SASKATCHEWAN  
SECRETARIAT INC

PER: *Robert G. Doucette*  
TITLE: DIRECTOR  
ROBERT DOUCETTE

(seal)

PER: *RB*  
TITLE: DIRECTOR



Requested by: (9) Randel Touat

Printed: 08/01/2013 1:24:36PM  
The W Law Group, Trust History

Client: (26585) Provincial Metis Holdings Inc.

Matter: (3) Sale of 219 Robin Crescent, Saskatoon

| Member                                         | Date       | Type | Reference Number      | Description                                                          | Amount       | Balance    |
|------------------------------------------------|------------|------|-----------------------|----------------------------------------------------------------------|--------------|------------|
| 9) RCT                                         | 05/31/2012 | Dep  | 22446088 21156        | - Interest on 26585.3-RCT to May 31, 2012                            | 400.76       | 512,943.46 |
| 9) RCT                                         | 07/31/2012 | Dep  | 22446088 21599        | - Interest to July 31, 2012 on 26585.3-RCT                           | 788.62       | 513,732.08 |
| 9) RCT                                         | 08/31/2012 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption | (150,000.00) | 363,732.08 |
| 9) RCT                                         | 08/31/2012 | Dep  | 22446088 21672        | - Interest to August 31, 2012 on 26585.3-RCT                         | 396.69       | 364,128.97 |
| 9) RCT                                         | 10/31/2012 | Dep  | 22446088 21999        | - Interest to September 30, 2012 on 26585.3-RCT                      | 271.09       | 364,400.06 |
| 9) RCT                                         | 11/30/2012 | Dep  | 22446088 22202        | - Interest to November 30, 2012 on 26585.3-RCT                       | 551.22       | 364,951.28 |
| 9) RCT                                         | 12/31/2012 | Dep  | 22446088 22391        | - Interest on 26585.3-RCT to December 31, 2012                       | 278.50       | 365,229.78 |
| 9) RCT                                         | 01/31/2013 | Dep  | 22446088 22520        | - Interest to January 31, 2013 on 26585.3-RCT                        | 276.69       | 365,506.47 |
| 9) RCT                                         | 02/28/2013 | Dep  | 22446088 22663        | - Interest to February 28, 2013 on 26585.3-RCT                       | 249.63       | 365,756.10 |
| 9) RCT                                         | 03/31/2013 | Dep  | 22446088 22931        | - Interest to March 31, 2013 on 26585.3-RCT                          | 276.39       | 366,032.49 |
| 9) RCT                                         | 04/30/2013 | Dep  | 22446088 23034        | - Interest to April 30, 2013 on 26585.3-RCT                          | 268.20       | 366,300.69 |
| 9) RCT                                         | 05/31/2013 | Dep  | 22446088 23231        | - Interest to May 31, 2013 on 26585.3-RCT                            | 287.99       | 366,588.68 |
| Total For 29230 Trust Investment BHS Liability |            |      |                       |                                                                      |              | 366,588.68 |

transaction on the report sort by date, within date by post/creation time

Client: (26585) Provincial Metis Holdings Inc.

Matter: (3) Sale of 219 Robin Crescent, Saskatoon

| Number | Date       | Type | Reference Number      | Description                                                                                                                                                                              | Amount       | Balance    |
|--------|------------|------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| 9) RCT | 04/30/2010 | Dep  | 22446088 17505        | - Interest to April 30, 2010 on 26585.3-RCT                                                                                                                                              | 18.34        | 447,239.71 |
| 9) RCT | 05/19/2010 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                     | (19,421.37)  | 427,818.34 |
| 9) RCT | 05/31/2010 | Dep  | 22446088 17665        | - Interest on 26585.3-RCT to May 31, 2010                                                                                                                                                | 18.67        | 427,837.01 |
| 9) RCT | 06/30/2010 | Dep  | 22446088 17786        | - Interest to June 30, 2010 on 26585.3-RCT                                                                                                                                               | 17.66        | 427,854.67 |
| 9) RCT | 07/31/2010 | Dep  | 22446088 18020        | - Interest on 26585.3-RCT to July 30, 2010                                                                                                                                               | 17.65        | 427,872.32 |
| 9) RCT | 07/31/2010 | Dep  | 22446088 18024        | - Interest on 26585.3-RCT to July 31, 2010                                                                                                                                               | 1.17         | 427,873.49 |
| 9) RCT | 08/31/2010 | Dep  | 22446088 18156        | - Interest on 26585.3-RCT to August 31, 2010                                                                                                                                             | 17.65        | 427,891.14 |
| 9) RCT | 09/30/2010 | Dep  | 22446088 18289        | - Interest on 26585.3-RCT to September 30, 2010                                                                                                                                          | 17.65        | 427,908.79 |
| 9) RCT | 10/15/2010 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Investment of Additional Funds                                                                                                                                    | 100,000.00   | 527,908.79 |
| 9) RCT | 10/31/2010 | Dep  | 22446088 18425        | - Interest on 26585.3-RCT to October 31, 2010                                                                                                                                            | 18.92        | 527,927.71 |
| 9) RCT | 11/30/2010 | Dep  | 22446088 18593        | - Interest to November 30, 2010 on 26585.3-RCT                                                                                                                                           | 23.10        | 527,950.81 |
| 9) RCT | 12/15/2010 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                     | (170,000.00) | 357,950.81 |
| 9) RCT | 12/31/2010 | Dep  | 22446088 18716        | - Interest on 26585.3-RCT to December 31, 2010                                                                                                                                           | 18.66        | 357,969.47 |
| 9) RCT | 01/13/2011 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Further Investment                                                                                                                                                | 17,000.00    | 374,969.47 |
| 9) RCT | 01/31/2011 | Dep  | 22446088 18836        | - Interest on 26585.3-RCT                                                                                                                                                                | 15.63        | 374,985.10 |
| 9) RCT | 01/31/2011 | Dep  | 22446088 18840        | - Interest on 26585.3-RCT                                                                                                                                                                | 0.49         | 374,985.59 |
| 9) RCT | 02/28/2011 | Dep  | 22446088 19073        | - Interest to February 28, 2011                                                                                                                                                          | 14.32        | 374,999.91 |
| 9) RCT | 03/31/2011 | Dep  | 22446088 19099        | - Interest to March 31, 2011                                                                                                                                                             | 15.35        | 375,015.26 |
| 9) RCT | 04/13/2011 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Additional funds to investment                                                                                                                                    | 75,000.00    | 450,015.26 |
| 9) RCT | 04/30/2011 | Dep  | 22446088 19238        | - Interest to April 28, 2011 on 26585.3-RCT                                                                                                                                              | 15.93        | 450,031.19 |
| 9) RCT | 06/30/2011 | Dep  | 22446088 19542        | - Interest to May 31, 2011 on 26585.3-RCT                                                                                                                                                | 419.21       | 450,450.40 |
| 9) RCT | 07/31/2011 | Dep  | 22446088 19709        | - Interest to July 31, 2011 on 26585.3-RCT                                                                                                                                               | 752.10       | 451,202.50 |
| 9) RCT | 08/31/2011 | Dep  | 22446088 19916        | - Interest to August 31, 2011                                                                                                                                                            | 382.22       | 451,584.72 |
| 9) RCT | 09/28/2011 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                     | (75,000.00)  | 376,584.72 |
| 9) RCT | 09/30/2011 | Dep  | 22446088 20038        | - Interest to September 30, 2011                                                                                                                                                         | 353.47       | 376,938.19 |
| 9) RCT | 10/31/2011 | Dep  | 22446088 20176        | - Interest to October 31, 2011 on 26585.3-RCT                                                                                                                                            | 329.07       | 377,267.26 |
| 9) RCT | 11/30/2011 | Dep  | 22446088 20326        | - Interest on 26585.3-RCT to November 30, 2011                                                                                                                                           | 308.50       | 377,575.76 |
| 9) RCT | 12/08/2011 | Trf  | 12/8/2011             | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                          | 75,000.00    | 452,575.76 |
| 9) RCT | 12/08/2011 | Trf  | 12/8/2011             | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Created a new investment; should have been added to<br>existing investment. Therefore, I am redeeming and re-<br>doing the investment. | (75,000.00)  | 377,575.76 |
| 9) RCT | 12/08/2011 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Created a new investment; should have been added to<br>existing investment. Therefore, I am redeeming and re-<br>doing the investment.                            | 75,000.00    | 452,575.76 |
| 9) RCT | 12/31/2011 | Dep  | 22446088 20494        | - Interest on 26585.3-RCT to December 31, 2011                                                                                                                                           | 380.21       | 452,935.97 |
| 9) RCT | 01/08/2012 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                          | 58,000.00    | 510,935.97 |
| 9) RCT | 01/31/2012 | Dep  | 22446088 20572        | - Interest to January 31, 2012 on 26585.3-RCT                                                                                                                                            | 406.99       | 511,342.96 |
| 9) RCT | 02/29/2012 | Dep  | 22446088 20724        | - Interest to February 29, 2012 on 26585.3-RCT                                                                                                                                           | 386.99       | 511,729.95 |
| 9) RCT | 03/31/2012 | Dep  | 22446088 20938        | - Interest to March 31, 2012 on 26585.3-RCT                                                                                                                                              | 313.67       | 512,043.62 |
| 9) RCT | 03/31/2012 | Dep  | 22446088 20939        | - Interest to March 31, 2012 on 26585.3-RCT                                                                                                                                              | 160.00       | 512,143.62 |
| 9) RCT | 04/30/2012 | Dep  | 22446088 21031        | - Interest on 26585.3-RCT to April 30, 2012                                                                                                                                              | 399.08       | 512,542.70 |

The transaction on the report sort by date, within date by post/creation time

| Member                             | Date       | Type | Reference Number | Description                                                                                                                                                                                                                               | Amount       | Balance    |
|------------------------------------|------------|------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| 9) RCT                             | 11/09/2011 | Trf  | NA               | From: C26585 M6 A19050 To: C26585 M3 A19050   <br>Transfer repayment of remainder of loan from Metis Nation Saskatchewan Secretariat Inc. to the sale of 219 Robin Crescent file, to reinvest the funds.                                  | 58,000.00    | 58,000.00  |
| 9) RCT                             | 12/07/2011 | Trf  | NA               | From: C26585 M8 A19050 To: C26585 M3 A19050   <br>Transfer returned deposit from proposed purchase of Duchess Street property back to the sale of 219 Robin Crescent file, to be reinvested along with the rest of the net sale proceeds. | 75,000.00    | 133,000.00 |
| 9) RCT                             | 12/08/2011 | Trf  |                  | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                                                                           | (75,000.00)  | 58,000.00  |
| 9) RCT                             | 12/08/2011 | Trf  |                  | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Created a new investment; should have been added to existing investment. Therefore, I am redeeming and re-doing the investment.                                                         | 75,000.00    | 133,000.00 |
| 9) RCT                             | 12/08/2011 | Trf  |                  | C26585 M3 A19230   <br>Created a new investment; should have been added to existing investment. Therefore, I am redeeming and re-doing the investment.                                                                                    | (75,000.00)  | 58,000.00  |
| 3) RCT                             | 01/06/2012 | Trf  |                  | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                                                                           | (58,000.00)  | 0.00       |
| 3) RCT                             | 08/31/2012 | Trf  |                  | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                                                                      | 150,000.00   | 150,000.00 |
| 3) RCT                             | 09/04/2012 | Trf  | NA               | From: C26585 M3 A19050 To: C26585 M6 A19050   <br>for trust payment                                                                                                                                                                       | (150,000.00) | 0.00       |
| Total For 29050 ScotiaBank - Trust |            |      |                  |                                                                                                                                                                                                                                           |              | 0.00       |

**[29230] : Trust Investment & Liability**

| Member | Date       | Type | Reference Number      | Description                                                                     | Amount           | Balance      |
|--------|------------|------|-----------------------|---------------------------------------------------------------------------------|------------------|--------------|
|        |            |      |                       |                                                                                 | Opening Balance: | 0.00         |
| 1) RCT | 07/02/2009 | Trf  | 7/2/2008              | C26585 M3 A19230   <br>Funds are not releasable                                 | 1,214,951.79     | 1,214,951.79 |
| 1) RCT | 07/10/2009 | Dep  | 15965                 | - Interest to the date of redemption                                            | 12.29            | 1,214,965.08 |
| 1) RCT | 07/10/2009 | Trf  | 7/2/2009              | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Funds are now releasable      | (1,214,965.08)   | 0.00         |
| RCT    | 07/14/2009 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Funds are not releasable                                 | 553,884.04       | 553,884.04   |
| RCT    | 07/23/2009 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Additional Funds                                         | 3,008.43         | 556,892.47   |
| RCT    | 07/31/2009 | Dep  | 22446088 16125        | - Interest to July 31, 2009 on 26585.3-RCT                                      | 13.69            | 556,906.16   |
| RCT    | 08/14/2009 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Release of Funds              | (100,000.00)     | 456,906.16   |
| RCT    | 08/31/2009 | Dep  | 22446088 16306        | - Interest on 26585.3-RCT to August 31, 2009                                    | 21.34            | 456,927.50   |
| RCT    | 09/02/2009 | Trf  | 22446088<br>7/14/2009 | C26585 M3 A19230   <br>Funds are not releasable                                 | 95,157.15        | 552,084.65   |
| RCT    | 09/23/2009 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050                                     | (30,000.00)      | 522,084.65   |
| RCT    | 09/30/2009 | Dep  | 22446088 16462        | - Interest on 26585.3-RCT to September 30, 2009                                 | 22.22            | 522,106.87   |
| RCT    | 10/30/2009 | Trf  | 22446088<br>7/14/2009 | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Redeem portion of trust funds | (75,000.00)      | 447,106.87   |
| RCT    | 10/31/2009 | Dep  | 22446088 16736        | - Interest on 26585.3-RCT to October 30, 2009                                   | 21.55            | 447,128.42   |
| RCT    | 11/30/2009 | Dep  | 22446088 16850        | - Interest on 26585.3-RCT to November 30, 2009                                  | 18.97            | 447,147.39   |
| RCT    | 12/31/2009 | Dep  | 22446088 17009        | - Interest to December 30, 2009 on 26585.3-RCT                                  | 18.34            | 447,165.73   |
| RCT    | 01/31/2010 | Dep  | 22446088 17166        | - Interest to January 29, 2010 on 26585.3-RCT                                   | 18.34            | 447,184.07   |
| RCT    | 02/28/2010 | Dep  | 22446088 17245        | - Interest on 26585.3-RCT to February 26, 2010                                  | 17.12            | 447,201.19   |
| RCT    | 03/31/2010 | Dep  | 22446088 17388        | - Interest on 26585.3-RCT to March 31, 2010                                     | 20.18            | 447,221.37   |

transaction on the report sort by date, within date by postcreation time

Client: (26585) Provincial Metis Holdco Inc.  
 Description: (3) Sale of 219 Robin Crescent, Saskatoon

| Date       | Type | Reference Number | Description                                                                                                                                                                                                                                                      | Amount       | Balance    |
|------------|------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| 10/30/2009 | Trf  |                  | From: C26585 M3 A19050 To: C16555 M51 A19050   <br>Move from 26585.3 - Sale of 219 Robin Crescent, to 16555.51 - Advice file, funds for deposit with respect to purchase of 406 Jessop Avenue                                                                    | (75,000.00)  | 4,000.00   |
| 11/27/2009 | Trf  |                  | From: C18555 M51 A19050 To: C26585 M3 A19050   <br>Transfer from 16555.51 - Metis Nation Advice File, from returned deposit on purchase of 406 Jessop Avenue, to 26585.3, Sale of 219 Robin Crescent, the file from where the funds originally were transferred. | 75,000.00    | 79,000.00  |
| 01/22/2010 | Dep  | 17015            | 000209 - Money Order/Bank Draft/Guaranteed from Provincial Metis Holdco Inc.                                                                                                                                                                                     | 1,578.63     | 80,578.63  |
| 05/19/2010 | Trf  |                  | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                                                                                             | 19,421.37    | 100,000.00 |
| 05/21/2010 | Trf  | NA               | From: C26585 M3 A19050 To: C26585 M6 A19050   <br>Transfer loan funds from sale file, 26585.3, to Metis Nation loan file, 26585.6.                                                                                                                               | (100,000.00) | 0.00       |
| 07/09/2010 | Dep  | 17761            | 000075 - Uncertified Cheque from Metis Nation - Saskatchewan Secretariat Inc.                                                                                                                                                                                    | 50,000.00    | 50,000.00  |
| 10/15/2010 | Trf  | NA               | From: C26585 M6 A19050 To: C26585 M3 A19050   <br>Transfer from Metis Holdco Loan File 26585.6, to Metis Holdco Sale of 219 Robin Crescent file, as the sale file is where the loan funds came from originally.                                                  | 50,000.00    | 100,000.00 |
| 10/15/2010 | Trf  |                  | C26585 M3 A19230   <br>Investment of Additional Funds                                                                                                                                                                                                            | (100,000.00) | 0.00       |
| 12/15/2010 | Trf  |                  | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                                                                                             | 170,000.00   | 170,000.00 |
| 12/16/2010 | Trf  | NA               | From: C26585 M3 A19050 To: C26585 M6 A19050   <br>Transfer funds from Sale of 219 Robin Crescent, file #26585.3, to Loan to Metis Nation, file #26585.6, the funds being loaned to MN - Sask Secretariat, and funds for their own account.                       | (170,000.00) | 0.00       |
| 01/11/2011 | Trf  | NA               | From: C26585 M6 A19050 To: C26585 M3 A19050   <br>Transfer from Loan to Metis Nation - SK Secretariat file, 26585.6, to Sale of 219 Robin Crescent file, 26585.3, funds received from Secretariat as partial repayment of the December 2010 Promissory Note.     | 17,000.00    | 17,000.00  |
| 01/13/2011 | Trf  |                  | C26585 M3 A19230   <br>Further Investment                                                                                                                                                                                                                        | (17,000.00)  | 0.00       |
| 02/01/2011 | Trf  | NA               | From: C26585 M6 A19050 To: C26585 M3 A19050   <br>Transfer funds sent by Metis Nation partially repaying loan on Metis Holdco Loan to Metis Nation file, 26585.6, to Sale of 219 Robin Crescent file, 26585.3.                                                   | 15,000.00    | 15,000.00  |
| 04/12/2011 | Trf  | NA               | From: C26585 M6 A19050 To: C26585 M3 A19050   <br>Transfer partial repayment of loan from Metis Nation - Saskatchewan Secretariat Inc. to the Sale of 219 Robin Crescent file where funds are being held in trust, to be reinvested.                             | 60,000.00    | 75,000.00  |
| 04/13/2011 | Trf  |                  | C26585 M3 A19230   <br>Additional funds to investment                                                                                                                                                                                                            | (75,000.00)  | 0.00       |
| 09/28/2011 | Trf  |                  | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Partial Redemption                                                                                                                                                                                             | 75,000.00    | 75,000.00  |
| 09/28/2011 | Trf  | NA               | From: C26585 M3 A19050 To: C26585 M6 A19050   <br>Transfer funds from the net sale proceeds we hold in trust to the purchase of the Duchess Street property file, the funds for the deposit on the building.                                                     | (75,000.00)  | 0.00       |

Transaction on the report sort by date, within date by postcreation time

Client : (26585) Provincial Metis Holdco Inc.  
 Matter : (3) Sale of 219 Robin Crescent, Saskatoon

**The W Law Group**  
**Trust History**

| Number                              | Date | Type       | Reference Number | Description                                                                                                                                                                                                                                                                | Amount           | Balance      |
|-------------------------------------|------|------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|
|                                     |      |            |                  |                                                                                                                                                                                                                                                                            | Opening Balance: | 0.00         |
| <b>[29050] : ScotiaBank - Trust</b> |      |            |                  |                                                                                                                                                                                                                                                                            |                  |              |
| 9)                                  | RCT  | 06/30/2009 | Dep 15900        | 93771 - Money Order/Bank Draft/Guaranteed from Leland Kimpinski LLP                                                                                                                                                                                                        | 1,214,951.79     | 1,214,951.79 |
| 9)                                  | RCT  | 07/02/2009 | Trf              | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                                                                                                            | (1,214,951.79)   | 0.00         |
| 9)                                  | RCT  | 07/10/2009 | Trf              | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Funds are now releasable                                                                                                                                                                                                 | 1,214,965.08     | 1,214,965.08 |
| 9)                                  | RCT  | 07/10/2009 | Trc 44210        | Req. by: (9) - RCT [No. 44210] [Callers McClocklin  <br>Ref: N/A] [Re: Commissions]    (26585-3) Provincial Metis<br>Holdco Inc.                                                                                                                                           | (21,225.00)      | 1,193,740.08 |
| 9)                                  | RCT  | 07/10/2009 | Trc 44211        | Req. by: (9) - RCT [No. 44211] [SaskMetis Economic<br>Development Corporation   Ref: N/A] [Re: Mortgage Payout<br> ] (26585-3) Provincial Metis Holdco Inc.                                                                                                                | (245,679.57)     | 948,060.51   |
| 3)                                  | RCT  | 07/10/2009 | Trc 44212        | Req. by: (9) - RCT [No. 44212] [Clarence Campeau<br>Development Fund   Ref: N/A] [Re: Mortgage Payout]   <br>(26585-3) Provincial Metis Holdco Inc.                                                                                                                        | (270,523.19)     | 669,537.32   |
| 3)                                  | RCT  | 07/10/2009 | Trc 44213        | Req. by: (9) - RCT [No. 44213] [Provincial Metis Housing<br>Corp.   Ref: N/A] [Re: Mortgage Payout]    (26585-3)<br>Provincial Metis Holdco Inc.                                                                                                                           | (112,742.00)     | 556,795.32   |
| 1)                                  | RCT  | 07/13/2009 | Trc 44222        | Req. by: (9) - RCT [No. 44222] [0 001 - Woloshyn &<br>Company   Ref: N/A] [Re: Payments of invoices from trust -<br>Invoice No 79997] [Payment for invoice# 79997]   <br>(26585-3) Provincial Metis Holdco Inc.                                                            | (2,911.28)       | 553,884.04   |
| 1)                                  | RCT  | 07/14/2009 | Trf              | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                                                                                                            | (553,884.04)     | 0.00         |
| 1)                                  | RCT  | 07/20/2009 | Dep 15998        | 6260 - Money Order/Bank Draft/Guaranteed from Clarence<br>Campeau Development Fund                                                                                                                                                                                         | 3,008.43         | 3,008.43     |
| 1)                                  | RCT  | 07/23/2009 | Trf              | C26585 M3 A19230   <br>Additional Funds                                                                                                                                                                                                                                    | (3,008.43)       | 0.00         |
| 1)                                  | RCT  | 08/14/2009 | Trf              | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Release of Funds                                                                                                                                                                                                         | 100,000.00       | 100,000.00   |
| 1)                                  | RCT  | 08/14/2009 | Trf NA           | From: C26585 M3 A19050 To: C26585 M4 A19050   <br>Transfer from sale of 219 Robin Crescent, file #26585.3-<br>9, to purchase of 502 - 45th Street West, file #26585.4-<br>9, funds for the deposit on the purchase.                                                        | (100,000.00)     | 0.00         |
|                                     | RCT  | 09/01/2009 | Trf NA           | From: C26585 M4 A19050 To: C26585 M3 A19050   <br>Transfer from 26585.4 file - Purchase of 502 - 45th<br>Street West, to 26585.3-9 file, sale of 219 Robin<br>Crescent, the deposit funds for the purchase which has<br>fallen through, less our invoice for legal fees a  | 99,157.15        | 99,157.15    |
|                                     | RCT  | 09/02/2009 | Trf              | C26585 M3 A19230   <br>Funds are not releasable                                                                                                                                                                                                                            | (99,157.15)      | 4,000.00     |
|                                     | RCT  | 09/23/2009 | Trf              | From: C26585 M3 A19230 To: C26585 M3 A19050                                                                                                                                                                                                                                | 30,000.00        | 34,000.00    |
|                                     | RCT  | 09/23/2009 | Trf              | From: C26585 M3 A19050 To: C16585 M51 A19050   <br>Move \$30,000.00 from Provincial Metis Holdco Inc. file<br>#26585.3-9 - Sale of 219 Robin Crescent, to Metis Nation<br>file #16585.51 - Advice 2006, sufficient funds to cover<br>the first and last months' rent for 4 | (30,000.00)      | 4,000.00     |
|                                     | RCT  | 10/30/2009 | Trf              | From: C26585 M3 A19230 To: C26585 M3 A19050   <br>Redeem portion of trust funds                                                                                                                                                                                            | 75,000.00        | 79,000.00    |

1 transaction on the report sort by date, within date by post/creation time





Profile of Louis Gardiner -Treasurer

- Elected Regional Director for NRH in 2007
- Elected interim Treasurer -2010
- Elected Treasurer –September 2012

Welcome all Métis Citizens to our Métis Nation Legislative Assembly/Annual General Assembly!

The Treasurer's responsibilities but not limited to include; overseeing the finances of the Nation, ensuring the all Contribution Agreements, budgets and deliverables are met, make certain all reports are submitted within the timelines, build and maintain strong relationships with funding partners and guarantee the MN-S is accountable and transparent to Métis Citizens.

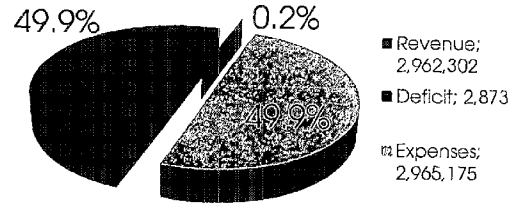
The MN-S Treasurer's report includes a MN-S Audit report from our Auditor, Gordon Stewart of KPMG for the fiscal year April 2012 – March 31, 2013.

Also included in the Treasurer's report:

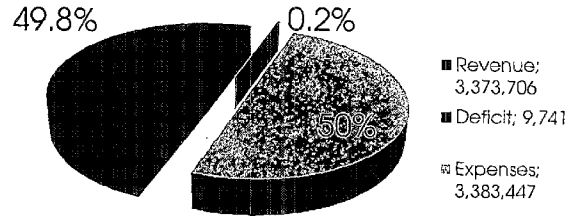
- 2012 MN-S election financial statement
- Holdco Trust letter from the W Law group which holds the money in trust from sale of building
- First Quarter MN-S Financial Statement (April 1- June 30, 2013)
- 2012/2013 MN-S Audit

Highlights

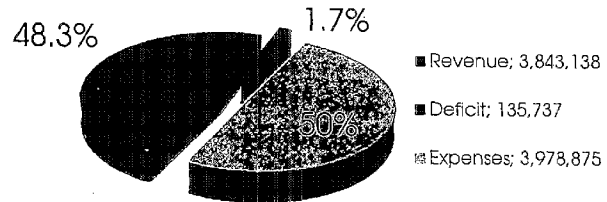
2010/2011 Audit



2011/2012 Audit



2012/2013 Audit





Financial Services

Round Prairie Ventures Incorporated (RPVI) has been contracted to provide Financial Services. Three Professional Staff are employed by RPVI and work out of MN-S office. RPVI is a Subsidiary of Provincial Métis Housing Corporation (PMHC) and PMHC is an Affiliate of MN-S.

Outstanding Receivables

The Federal and Provincial Governments hold 10% of funds from each funding agreement which is released upon receipt of reports, MN-S audit and review of the Financial Statements for each Contribution agreement. Aboriginal Affairs and Northern Development Canada reviewed 2011/12 MN-S financials and found \$1,900 of ineligible expenses. All outstanding accounts are up to date with the exception of 2012/2013 fiscal year.

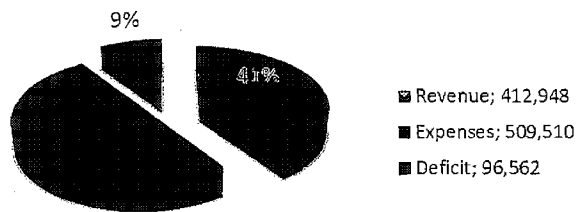
GST

The MN-S received approximately \$33,000 for 2011/2012 fiscal year. All GST remittances are current.

Aboriginal Affairs and Northern Development Canada's General Assessment of MN-S

The MN-S has been rated High Risk by Aboriginal Affairs and Northern Development Canada (AANDC). The MN-S received a high risk rating on Governance and strategic planning. We continued to work towards bringing our Assessment to Low rating. The MN-S has become a member the Aboriginal Financial Officers Association (AFOA). The MN-S Treasurer continues to work on putting Financial Controls and Policies in place to ensure the MN-S is accountable to funders and Métis Citizens.

2012 Elections



## METIS NATION – SASKATCHEWAN, TREASURER | 2012/13

The MN-S has received other expenses from an Adjudicator (Law Firm) who was contracted to adjudicate any complaints related to 2012 Elections, so deficit could be higher.

### Metis Nation Legislative Assembly (MNLA) travel expenses

MNLA delegates attending the Assembly will be paid out of the HOLDCO account for their travel due to the refusal by the other signing authority to sign off on any MNLA expenses.

### Go Forward Plans

- > 2016 Elections
- > Treasury Board Manual –work in progress
- > MN-S Strategic plan
- > Self Sufficiency

As the MN-S Treasurer I will continue to work hard with the Métis People, Federal and Provincial Government, Industry, Affiliates to ensure that the Vision of our Métis People are being met and our Métis Rights are protected.

NOTICE OF SEIZURE OF ACCOUNT

With respect to the enforcement of Judgment # 301068926, Case # 13SSO001190  
Notice to RBC Royal Bank 154 1<sup>st</sup> Avenue South, Saskatoon, Sask., account debtor:

TAKE NOTICE that pursuant to *The Enforcement of Money Judgments Act*, the following account of Metis Nation - Saskatchewan Secretariat Inc., judgment debtor, is SEIZED effective 29 Aug 2013 pursuant to enforcement of the above-mentioned judgment in the amount of \$11863.87 PLUS INTEREST, COSTS, AND SHERIFF'S FEES;

**\*\*CONTACT SHERIFF'S OFFICE FOR AN EXACT PAYOUT\*\***

TAKE NOTICE that, if you as an account debtor fail to comply with section 62 or 64 of the Act, the court, on application, may order that a judgment be entered against you.

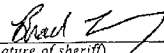
TAKE NOTICE that you are deemed to have received from the judgment debtor a demand to discharge the account immediately or at such time as the account, if payable at a future time, becomes payable by payment to the sheriff:

This seizure is effected pursuant to the following section(s) of *The Enforcement of Money Judgments Act*:

TAKE NOTICE that, if you dispute that you are obligated to make payments to the sheriff or the assignee of the sheriff, you must deliver to the sheriff, WITHIN 15 DAYS after the date on which the notice of seizure is served, a signed statement in accordance with subsection 62(2) of the Act.

DATED at Saskatoon, Saskatchewan,  
(city, town, village) (province)

this 28th day of August, 2013.  
(day of month) (month, year)

  
(Signature of sheriff)

Brad Lung

Saskatoon

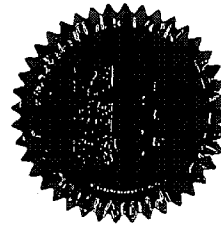
306-933-5122



Dave Clarke  
Deputy Sheriff  
Sheriff's Office  
Ministry of Justice

101, 520 Spadina Crescent East  
Saskatoon, Canada S7K 3G7  
Bus: (306) 933-6689  
Fax: (306) 933-5723  
Cell: (306) 229-2530

dave.clarke@gov.sk.ca  
www.gov.sk.ca



NOTICE OF SEIZURE OF ACCOUNT

With respect to the enforcement of Judgment # 301068926, Case # 13SSO001190  
Notice to Bank of Nova Scotia 111 2<sup>nd</sup> Avenue South, Saskatoon, Sask., account debtor:

TAKE NOTICE that pursuant to *The Enforcement of Money Judgments Act*, the following account  
of Metis Nation - Saskatchewan Secretariat Inc., judgment debtor, is SEIZED effective  
pursuant to enforcement of the above-mentioned judgment in the amount of \$11863.87 PLUS INTEREST, COSTS,  
AND SHERIFF'S FEES;

\*\* CONTACT SHERIFF'S OFFICE FOR AN EXACT PAYOUT \*\*

TAKE NOTICE that, if you as an account debtor fail to comply with section 62 or 64 of the Act, the court, on  
application, may order that a judgment be entered against you.

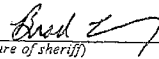
TAKE NOTICE that you are deemed to have received from the judgment debtor a demand to discharge the account  
immediately or at such time as the account, if payable at a future time, becomes payable by payment to the sheriff:

This seizure is effected pursuant to the following section(s) of *The Enforcement of Money Judgments Act*:

TAKE NOTICE that, if you dispute that you are obligated to make payments to the sheriff or the assignee of the sheriff,  
you must deliver to the sheriff, WITHIN 15 DAYS after the date on which the notice of seizure is served, a signed  
statement in accordance with subsection 62(2) of the Act.

DATED at Saskatoon, Saskatchewan  
(city, town, village) (province)

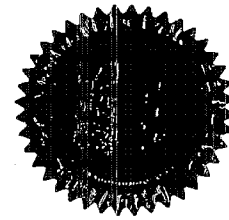
this 28th day of August, 2013  
(day of month) (month, year)

  
(Signature of sheriff)

Brad Lung

Saskatoon

306-933-5122



Louis

**COPY**

RECEIVED NOV 19 2013

**Saskatchewan**



Ministry of  
Justice and  
Attorney General

Sheriff's Office  
101-520 Spadina Crescent East  
Saskatoon, Canada  
S7K 3G7

Registry No. 301068926  
Sheriff's Case # 13SSO001190  
Q.B # 997/13

(306) 933-5170  
(306) 933-5723

**CERTIFICATE**

I, Gordon R. Laing, Sheriff at the Judicial Centre of Saskatoon, in the Province of Saskatchewan,

do hereby certify that a money judgment against

Metis Nation - Saskatchewan Secretariat Inc.

at the suit of John Robert Lafontaine

for the sum of \$11863.87

dated the 7<sup>th</sup> day of June, A.D. 2013,

and received by me as such on the 16<sup>th</sup> day

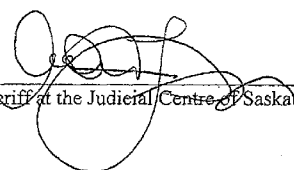
of August, A.D. 2013, has been concluded.

**This certificate is not to be construed as a discharge of any registration in the Judgment Registry at Information Services Corporation (ISC), nor does it place any obligation on the Sheriff to do so. A discharge from the Judgment Registry is the responsibility and obligation of the Judgment Creditor. Should the Judgment Creditor fail to comply, the Judgment Debtor may make a written demand for compulsory discharge of registration as per Section 28 of the Enforcement of Money Judgment Act.**

Given under my hand and seal of office at Saskatoon, in the Province of Saskatchewan,

this 12<sup>th</sup> day of November, A.D. 2013.

John Robert Lafontaine  
Metis Nation

  
Sheriff at the Judicial Centre of Saskatoon



Saskatchewan  
Personal Property Registry  
Discharge Verification

Registration Type: Enforcement Charge - Provincial Judgment  
Discharge Date: 12-Nov-2013 11:53:45

Registration #: 301068926  
Transaction #: 2

Client Reference: Metis Nation

RZN: snh875  
Control #:

Registrant

Party ID: 150366187 - 1  
Entity Type: Business  
Name: SASKATOON SHERIFFS OFFICE

Address: 520 SPADINA CR. E  
SASKATOON, SASK  
S7K3G7  
Canada

Creditor recorded on file:  
151898635 - 1 Lafontaine, John Robert

Debtor recorded on file:  
151898635 - 1 Metis Nation - Saskatchewan Secretariat Inc.



**CONSTITUTION  
OF THE  
MÉTIS NATION - SASKATCHEWAN**

Adopted December 3, 1993  
Amended June 26, 1997  
Amended December 13, 1997  
Amended November 18, 2000  
Amended June 22, 2002  
Amended January 17, 2004  
Amended April 21, 2007  
Amended September 9, 2008



## CONSTITUTION OF THE MÉTIS NATION-SASKATCHEWAN

### PREAMBLE:

The Métis Nation and People are a distinct SOCIETY within the Aboriginal Peoples of Canada. The Métis are distinct from the Indians and Inuit and are the descendants of the historic Métis who evolved in what is now Western Canada and part of the northern United States as a people with a common political will and consciousness.

Having experienced physical and political conflict and dispossession in the late 1800's we are still engaged in a continuing struggle to rebuild our social case and revive our cultural heritage and pride. As such, we are striving for the political, legal and constitutional recognition and guarantees of the rights of our People, including the right to a land and resource base, self-government and self-government institutions. In order to achieve these objectives we are hereby re-establishing a strong and revitalized organization within the province of Saskatchewan which must involve all sectors within our Society.

While pursuing these objectives within Saskatchewan, we are also committed to cooperating with the members of the Métis Nation in the rest of the Métis Homeland in order to develop a National Forum to represent our collective interests at the national and international levels.

Whereas, section 35 of the Constitution Act 1982 recognizes and affirms Métis as one of the three Aboriginal peoples of Canada and whereas the Métis Nation - Saskatchewan has adopted the national definition of Métis, we are further committed to promote National Registration of Métis Citizens of Canada. *[Amendment September 9, 2008.]*

We the citizens of the Métis Nation recognize:

The inherent dignity to equality and rights which can never be taken away from Métis people is the foundation of Freedom, Justice and Peace in the Métis Nation.

The ideal of all Métis enjoying civil and political freedom can only be achieved if conditions are created whereby every Métis may enjoy their civil, political rights, economic, social and cultural rights.

The promotion of Universal respect for and observance of all the collective and individual rights and freedoms of all Métis.

Realize that the Métis individual, having duties to other Métis individuals and to the Métis community to which they are a part of, is under the responsibility to strive for the promotion and observance of all Métis rights.

Therefore we the citizens of the Métis Nation agree to the following articles:

1. All Métis have the rights to self-determination. By virtue of that right we the citizens of the Métis Nation will freely determine our political status and freely pursue our economic, social and cultural development;

2. The Métis Nation undertakes to respect and ensure to all individuals within the nation and subject to its jurisdiction the rights without distinction of any kind such as race, colour, sex, language, religion, political or other opinions;
3. To ensure that any Métis person whose rights or freedoms as herein recognized are violated shall have an effective remedy;
4. To ensure that any person claiming such a remedy shall have their right thereto determined by a competent Judicial administrative or legislative authorities of the Métis Nation of Saskatchewan;
5. To ensure competent authorities as enacted by the Métis Nation of Saskatchewan shall enforce such remedies when granted;
6. The Métis Nation undertakes to ensure the equal right of men and women to enjoy all civil and political rights set forth in these articles;
7. Every Métis citizen shall have the right to liberty of movement to choose their residence;
8. No Métis citizen in the Métis Nation shall be deprived of the right to join a local in the community they reside;
9. All persons shall be equal before the Métis Nation Legislative Assembly in the termination of any issue which they are charged with. Every Métis Person shall be entitled to a fair and public hearing by a competent, independent and impartial tribunal established by the Métis Legislative Assembly;
10. No Métis Person shall be subject to arbitrary or unlawful interference with their privacy, family, home or correspondence, nor to unlawful attacks on their honour or reputation;
11. Every Métis person shall have the right to freedom of thought, conscience and religion;
12. No Métis Person shall be subject to coercion that would impair their freedom to have or adopt a belief of their choice;
13. The Métis Nation of Saskatchewan shall have respect for the liberty of parents or guardians to ensure moral education of their children is in conformity with their own convictions;
14. Every Métis Person has the right to hold opinions without interference;
15. Every Métis Person shall have the right to expression. This right shall include the freedom to seek, receive and impart information and ideas of all kinds either in writing or print, in the form of art, or through any media of their choice;
16. The right of Métis People to assemble and organize at the community level shall be recognized;
17. Every Métis Person shall have the right of association.

- a) No restrictions may be placed on the exercise of this right other than those prescribed by the Métis Legislative Assembly which are necessary to protect the interests of the Métis Nation.
18. The family is the natural and fundamental group of the Métis Nation and is entitled to protection by the Métis Nation;
19. Every Métis child born of a Métis man or woman is a citizen and shall be registered immediately;
20. Every Métis Person has the right to:
- a) Take part in the conduct of public affairs, directly through freely chosen representatives.
  - b) To vote and to be elected to the Local, Assembly of Representatives or the Métis Legislative Assembly.
  - c) All votes shall be of equal and universal suffrage and shall be held by secret ballot which guarantees the free expression of the will of the electors.
  - d) All Métis shall have the right to access all public services offered through the Métis Nation affiliates
21. All Métis persons are equal and entitled to protection by the Métis Nation of Saskatchewan. (Amended November 18, 2000)

**ARTICLE 1: NAME OF ORGANIZATION**

- 1. The organization shall be known as the " Métis Nation-Saskatchewan". (amended November 18, 2000)

**ARTICLE 2: MÉTIS NATION LEGISLATIVE ASSEMBLY**

- 1. There shall be a Métis Nation Legislative Assembly which shall be the governing authority of the Métis Nation-Saskatchewan
- 2. The Métis Nation Legislative Assembly shall be comprised of the Local Presidents, The Provincial Métis Council, four representatives of the Métis Women of Saskatchewan and four representatives from the Provincial Métis Youth Council. (amended November 18, 2000)
  - a) Notwithstanding Section 2. The Vice President of a local shall serve as an alternate member of the Métis Nation Legislative Assembly in the event that a President is not able to attend. (amended November 18, 2000)
- 3. The Métis Nation Legislative shall have the authority to enact legislation, regulations, rules and resolutions governing the affairs and conduct of the Métis in Saskatchewan.
- 4. The President shall assign and recommend portfolios, subject to the approval of the Provincial Métis Council and ratification by the Métis Nation Legislative Assembly. The

assignment of portfolios shall be restricted to members of the Métis Legislative Assembly. (amended June 16, 1997)

5. The Métis Nation Legislative Assembly, based upon the recommendations of the Provincial Métis Council shall have the authority to appoint Commissions, Committees or other subsidiary bodies, where these are deemed necessary in order to effectively carry out the activities and functions of the organization. In so doing the Assembly shall ensure equity of representation from the Youth, Women and Elders.
6. The Métis Nation Legislative Assembly shall meet at least twice a year.
7. Seventy-five members of the Métis Nation Legislative Assembly shall constitute a quorum.
8. Notice of any session of the Métis Nation Legislative Assembly shall require 30 days' notice to the Local Presidents and Provincial Métis Council.
9. A person is disqualified from being a member of the Métis Nations Legislative Assembly when:
  - a) He/she dies or resigns.
  - b) He/she is under sixteen (16) years of age.
10. All budgets shall be determined by the Métis Nation Legislative Assembly, based upon the recommendations of the Provincial Métis Council
11. The delegates to the Métis National Assembly of the Métis National Council shall be the Provincial Métis Council and the remainder shall be chosen from amongst the members of the Métis Nation Legislative Assembly, while the President shall form part of the Executive Council of the Métis National Council. This Constitution may be amended to take into account and reflect changes which may take place within the Métis National Council.

#### **ARTICLE 3: PROVINCIAL MÉTIS COUNCIL**

1. The Provincial Métis Council shall be composed of the elected Regional Representatives, the Executive, one representative from the Métis Women of Saskatchewan and one representative from the Provincial Métis Youth Council for a total of eighteen (18) Provincial Métis Council members. (amended November 18, 2000)
2. The Provincial Métis Council shall form the cabinet and be responsible for the portfolios to be assigned and recommended by the President.
3. The Provincial Métis Council shall be responsible for ensuring that the affiliates, departments, programs and services covered by their portfolios are running smoothly and have the necessary resources to enable them to operate effectively. In addition, they shall provide a report to each meeting of the Provincial Métis Council and each session of the Métis Nation Legislative Assembly or as requested by the President.

4. a) The Provincial Métis Council shall have the authority to appoint Commission, Committees or other subsidiary bodies where these are deemed necessary in order to effectively carry out the activities and functions of the Organization and Métis Legislative Assembly directives.
- b) The Provincial Métis Council shall designate persons who may have signing authority for the purpose of conducting the affairs of the Organization, which shall include the Treasurer.
5. The Provincial Métis Council shall meet at least once every two months.
6. Eleven members of the Provincial Métis Council shall constitute a quorum. (amended November 18, 2000)
7. Notice of any meeting of the Provincial Métis Council shall be given at least seven days prior to such meeting.
8. The Provincial Métis Council shall provide written reports to the Métis Nation Legislative Assembly.
9. Elected Provincial Métis Council members and Presidents should not hold paid positions with the Métis Nation-Saskatchewan or any of the Affiliate Boards.
10. The Provincial Métis Council shall set the date and place for each Métis Nation Legislative Assembly sitting, provided no less than thirty (30) days written notice is given to the President of each Local.

**ARTICLE 4: EXECUTIVE**

1. There shall be Four (4) Executive members of the Métis Nation Legislative Assembly who are elected province-wide.
2. The Executive shall be composed of the President, Vice President, Secretary and Treasurer. (amended December 13, 1997)
3. The term of office for the Executive shall be four years. (Amended January 2004)
4. a) The President of the Métis Nation Legislative Assembly shall be the head of the Executive, and Chief political spokesperson for the Organization.
- b) The President shall assign and recommend portfolios, subject to the approval of the Provincial Métis Council and ratification of the Métis Nation Legislative Assembly.
5. The Executive of the Métis Nation Legislative Assembly shall meet at least once per month and three members shall constitute quorum.
6. The Executive shall provide written reports to the Métis Nation Legislative Assembly
7. Where a vacancy is created for any reason, including death or resignation, the Métis Nation Legislative Assembly shall elect from the Provincial Métis Council members an

interim Executive member, who shall serve until a by-election has been held and the vacancy filled.

**ARTICLES:            REGIONS**

1. There shall be twelve (12) Regions set out in Schedule A of this Constitution.
2. The Regions shall be governed by a Regional Council composed of the Presidents of the Locals within the respective Regions along with a regionally elected representative who shall be the Chairperson of the Regional Council, as well as the Region's representative on the Provincial Métis Council of the Métis Nation Legislative Assembly.
3. The Regional Council shall have the responsibility of making all appointments to the Institutions and Affiliates at the Regional and Provincial levels. In the event that the Regional representative is not so appointed, he/she shall be an ex-officio member of all Regional Institutions and Affiliates. (amended June 26, 1997)
4. The Regional Council shall establish regional administrative offices.
5. The Regional Council shall be responsible for programs and services decentralized to that level.
6. The Regional Council shall enact a Constitution which is not inconsistent with this constitution and such Regional Constitutions shall be registered with the Head Office.
7. The Regional Council may incorporate with the appropriate government department.
8. The Regional Council may seek the necessary finances and resources to carry out its programs, services, objectives and duties, and where so requested the Provincial Métis Council shall assist in securing these necessary finances and resources.
9. The Regional Council shall assist their Local Communities in preparing to assume Métis self-government, which includes land, where this is an objective.
10. The Regional Council shall provide direction to their representatives on the Provincial Métis Council with respect to all matters, including the aims, objectives and aspirations of the Organization, and for their respective Regions. (Amended June 26, 1997)
11. Where a vacancy is created for any reason, including death or resignation, the Regional Council shall elect from the members of the Council an interim Regional representative who shall serve until a by-election has been held and the vacancy filled.

**ARTICLE 6:            URBAN COUNCILS**

1. The Métis Nation-Saskatchewan shall initiate, assist, support, assign, recommend and facilitate the development, implementation and establishment of Métis Urban Self-Government Councils in Saskatchewan.

ARTICLE 6.1:

NORTHWEST SASKATCHEWAN MÉTIS COUNCIL

1. The Métis Nation-Saskatchewan shall assist, support, recommend and facilitate the Regions forming the North West Saskatchewan Métis Council to develop, establish and implement Métis governance for their Métis communities.

ARTICLE 7:

LOCALS

1. The Locals shall be the basic unit of the Organization in each community.
2. The Locals shall be made up of a least nine members.
3. New Locals can be admitted by the Regional Councils provided this decision is ratified by the Métis Nation Legislative Assembly and the requirements herein are met.
4. Locals can be dissolved by the Regional Councils provided this decision is ratified by the Métis Nation Legislative Assembly and the requirements herein are no longer met.
5. The Métis Nation Legislative Assembly shall adopt rules pertaining to the admission and dissolution of Locals.
6. Each Local shall be governed by an elected leadership as determined through the Constitution of the Local, which may include terms of one to three years and elections may be by ballot box or conducted at a General Assembly of the Local membership.
  - a) Each Local shall submit the names of their elected leadership to the Métis Nation -Saskatchewan Head Office within thirty (30) days of their election. (amended January 2004)
7. Any Métis who is sixteen (16) years of age or over and is a member of the Local shall be entitled to vote or seek office.
8. Each Local shall be enact a Constitution which is not inconsistent with this Constitution, including the establishment of portfolios, committees or other bodies required to address community and other issues, and such Local Constitution shall be registered with the Regional and Head Office of the Organization.
9. The Locals shall provide yearly updates of their membership to the Regional and Head Office, separating those members who are under sixteen (16) years of age from those sixteen (16) and over.
10. The Locals shall be responsible to prepare the Communities for the assumption of Métis self-government, which includes land, where this is an objective.
11. The Locals may incorporate with the appropriate government department
12. The Locals may seek necessary finances and resources to carry out their programs, services and objectives and where so requested the Provincial Métis Council of the Métis Nation Legislative Assembly shall assist in securing these necessary finances and resources.

**ARTICLES: ELECTIONS**

1. Métis Nation Legislative Assembly shall enact electoral legislation.
2. Election for the Executive and Regional Representatives of the Provincial Métis Council of the Métis Nation Legislative Assembly shall be held within four years of the previous Provincial Métis Council election.
3. The Métis Nation Legislative Assembly Executive shall be elected by the total membership.
4. Provincial Métis Council Regional Representatives shall be elected within their respective Regions.

*[Amended September 9, 2008.]*

**ARTICLE 9: MÉTIS NATION-SASKATCHEWAN**

- I. Head office shall be in Saskatoon
2. The twelve (12) Regional offices of the Organization shall be accessible to our people and Leadership.

**ARTICLE 10: CITIZENSHIP**

1. **DEFINITION** (amended January 2004)
  - a) Métis means a person, who self identifies as Métis, is distinct from other Aboriginal peoples, is of historic Métis Nation Ancestry and is accepted by the Métis Nation.
  - b) "Historic Métis Nation" means the Aboriginal people then known as Métis or Half-breeds who resided in the Historic Métis Nation Homeland.
  - c) "Historic Métis Nation Homeland" means the area of west central North America used and occupied as the traditional territory of the Métis or Half-breeds as they were known.
  - d) "Métis Nation" means the Aboriginal people descended from the Historic Métis Nation which is now comprised of all Métis Nation citizens and is one of the "aboriginal peoples of Canada: within the meaning of s.35 of the Constitution Act 1982.
  - e) "Distinct from other Aboriginal peoples" means distinct for culture and nationhood purposes
2. Any Métis who is a member of a duly registered Local is a member of the Métis Nation Saskatchewan.
3.
  - a) A member shall only belong to one (1) Local.



- a) A person shall reside in the Local area for at least six (6) months before he/she is eligible for membership in that Local. The Locals may make exceptions for educational and medical purposes.
  - b) A member of a Local must be ordinarily resident in the community where the Local is situated in order to retain membership in the Local, otherwise, the member must transfer his/her membership within six (6) months to the Local in the community to which he/she has relocated. (amended January 2004)
  - c) In communities where no Locals exist, Métis persons shall apply to the Local nearest their residence. (amended January 2004)
4. Members shall be issued a membership card.
- a) This card shall provide life-time membership in the Organization
  - b) There shall be no fee for membership cards
  - c) *[Repealed September 9, 2008.]*
  - d) Membership cards shall be issued by the President or Secretary of a duly registered Local upon completion of the designated form.
5. *[Repealed September 9, 2008.]*
6. The Métis Nation Legislative Assembly shall enact, on a priority basis, a Métis Citizenship Act. (Adopted November 14, 1997)

**ARTICLE 11: GENERAL ASSEMBLY**

- 1. A General Assembly, composed of members from the Locals shall be convened by the Métis Nation Legislative Assembly every year.
- 2. The General Assembly shall provide a forum whereby the members of the Organization will receive information, review documents and provide guidance to the Métis Nation Legislative Assembly, and discuss, clarify, amend, vote on and ratify amendments to the Constitution.

**ARTICLE 12 SENATE, WOMEN, AND YOUTH**

- 1. The Métis Nation Legislative Assembly shall make these items a priority, and shall involve Women and Youth in the determination of their role and responsibilities within the Organization. *[Amended September 9, 2008.]*
- 2. The Métis Women of Saskatchewan shall be designated one (1) seat in the Provincial Métis Council and four (4) seats in the Métis Nation Legislative Assembly. This provision shall cease to apply when women have achieved equitable representation in the Provincial Métis Council and Métis Legislative Assembly.
- 2.1 That the Provincial Métis Youth Council shall be designated one (1) seat on the Provincial Métis Council and four (4) seats at the Métis Nation Legislative Assembly.

3. That appointments to vacancies in the Métis Senate be made at area meetings; Further, that Senate appointments be for lifetime or until such time as the Senator is unable to fulfil his/her duties.
4. [Repealed September 9, 2008.]
5. That the Senate be equally represented by male and female.

ARTICLE 13                      MÉTIS INDEPENDENCE

1. Whereas the Métis are seeking self-government as a third order of government within Canada, the Organization shall be non-secretariat and non-partisan.
2. The loyalty of the members of the Métis Nation Legislative Assembly must be to the Métis People and Nation, and shall swear an Oath of Allegiance prior to taking office.
3. The leadership shall be responsible and accountable to the Communities, as reflected by the Métis Nation Legislative Assembly, which is the Supreme Body for the Métis within Saskatchewan.
4. Members of the Organization are not precluded from joining political parties of the two other orders of government, being the federal and provincial levels of government.
5. Any Provincial Métis Council member of the Métis Nation Legislative Assembly who chooses to seek the nomination of any provincial or federal political party in any provincial or federal election shall take a leave of absence from his/her position.

ARTICLE 14                      AFFILIATES

1. a) The Métis Nation Legislative Assembly, on behalf of the Métis Nation-Saskatchewan, shall exercise all voting rights, powers and duties of ownership in relation to the affiliates, based upon the recommendations of the Provincial Métis Council.
  - a) Where not currently provided all affiliate Articles and By-laws shall be amended at the first reasonable opportunity to conform to this section.
2. The Provincial Métis Council members who are assigned a portfolio shall automatically sit as Chairperson of the Affiliate(s) which falls under his/her portfolio.
3. A member who is an employee/staff person/management of an Affiliate shall not be permitted to sit on any Affiliate Board.
4. All Affiliates shall representation from the twelve (12) Regions of the Organization, unless otherwise decided by the Métis Nation Legislative Assembly based upon the recommendations of the Provincial Métis Council.

ARTICLE 14 (A)                      SECRETARIAT (inserted June 26, 1997)

1. A Secretariat shall be retained under the "Métis Act" (amended January 2004) for the sole purpose of carrying out the administrative duties of the Métis Nation-Saskatchewan. (inserted June 26, 1997).

2. The Secretariat shall be known as the Métis Nation – Saskatchewan Secretariat Incorporated. (inserted June 26, 1997)
3. The Board of Directors of the Secretariat shall be the same members who are elected to the Provincial Métis Council. (inserted June 26, 1997)

**ARTICLE 15: AMENDING FORMULA**

1. The Constitution shall only be amended by the majority of three quarters of the members of the Métis Nation Legislative Assembly and ratified by three quarters of the members of the General Assembly.
2. All proposed amendments to the Constitution must be registered with the Métis Nation – Saskatchewan Head Office thirty days prior to the sitting of the Métis Nation Legislative Assembly is provided. Where the minimum 30 days notice is provided under Article 2. Section 8, all proposed amendments must be registered 14 days prior to the sitting of the Métis Nation Legislative Assembly. (inserted June 26/97)

**ARTICLE 16: IMPLEMENTATION**

1. The Constitution shall take effect upon its adoption by the General Legislative Assembly subject to amendments validly passed by three quarters of the Assembly present, and the conclusion of General Assembly. Upon the happening of these two conditions all previous By-laws of the Organization are repealed and this Constitution shall constitute the sole Constitution of the Organization, until otherwise determined by the Organization.

**ARTICLE 17: SPECIAL ELECTION FOR 2007**

1. A new election for the Provincial Métis Council shall be held on a date in the summer of 2007 set by the Chief Electoral Officer.
2. The Saskatchewan Métis Elections Act 2007, attached as an appendix to the resolution adopting this amendment, is deemed to be in force for the election for the Provincial Métis Council in 2007.
3. The term of office of members of the Provincial Métis Council elected as a result of the election held in 2007 shall begin on the day of the public declaration of the elected candidate and shall continue, in accordance with the laws of the Métis Nation – Saskatchewan, until the next regularly scheduled election in May 2012.
4. The Provincial Métis Council elected as a result of the election held in 2007 shall, after appropriate consultation with members of the Métis Nation-Saskatchewan, prepare a package of reforms to improve the Constitution, Legislation and Organization of the Métis Nation – Saskatchewan and shall present them for discussion and ratification to a General Assembly before June 30, 2010.
5. This Article and the Saskatchewan Métis Act 2007 have immediate effect and are *in* force and legally effective notwithstanding any procedural defect in their enactment, adoption or ratification or any provision to the contrary in this Constitution or in any Act, law or regulation of the Métis Nation – Saskatchewan.

6. The Saskatchewan Métis Election Act 2007 may be amended by the Legislative Assembly after the election in 2007 in the same manner and to the same extent as any other Métis legislation, and in particular, may be amended to apply to elections held after the election in 2007. (adopted April 2007)

13

# **Métis Nation of Saskatchewan Legislative Assembly Act**

Ratified November 6, 1999  
Amended November, 2001  
Amended September 9, 2008

ARTICLE ONE - TITLE

ARTICLE TWO - INTERPRETATION

ARTICLE THREE - COMPOSITION OF THE MÉTIS NATION LEGISLATIVE  
ASSEMBLY

ARTICLE FOUR - VOTING AND QUORUM

ARTICLE FIVE - SPEAKER OF THE MÉTIS NATION LEGISLATIVE ASSEMBLY

ARTICLE SIX - CLERK

ARTICLE SEVEN - SENATE

ARTICLE EIGHT- DUMONT'S SCOUT

ARTICLE NINE - REPORTING

ARTICLE TEN- MINUTES

ARTICLE ELEVEN - LEGISLATION

ARTICLE TWELVE - CONSTITUTION

ARTICLE THIRTEEN - APPEALS

ARTICLE FOURTEEN - PROCLAMATIONS

ARTICLE FIFTEEN - AFFILIATES

ARTICLE SIXTEEN - ENACTMENT

## **ARTICLE ONE - TITLE**

1. This Act may be cited as "The Métis Nation Legislative Assembly Act, 1999."

## **ARTICLE TWO - INTERPRETATION**

2. In this Act:
  - 2.1. "Act" shall mean the Métis Nation Legislative Assembly Act.
  - 2.2. "Affiliates" shall mean those organizations and structures established by the Métis Nation - Saskatchewan to provide programs and services to and on behalf of the Métis of Saskatchewan.
  - 2.3. "General Assembly" shall mean the meeting of

the General Assembly as set out in the Constitution.

- 2.4. "Clerk" shall mean the Clerk of the Métis Nation Legislative Assembly.
- 2.5. "Conflict of Interest" shall exist when an immediate family member of a member of the Métis Nation Legislative Assembly is either an Appellant or a Respondent in an appeal before the Assembly. An immediate family member is defined as father, mother, stepfather, stepmother, foster parent, brother, sister, spouse (including a common law spouse), child (including a child with a common law spouse), ward, father-in-law, mother-in-law or relative permanently residing with a member or any close personal or business associate.
- 2.6. "Deputy Speaker" shall mean the Deputy Speaker of the Métis Nation Legislative Assembly.
- 2.7. "Dumont Scout" shall mean the person responsible for the keeping of the peace at the Métis Nation Legislative Assembly, named in honour of Dumont's peacemakers historically called 'Scouts.'
- 2.8. "Executive" shall mean the Executive members of the Métis Nation Legislative Assembly/ Provincial Métis Council who are elected province-wide.
- 2.9. "Locals" shall mean the Métis Nation - Saskatchewan Locals as set out in the Constitution.
- 2.10. "Métis Nation Legislative Assembly" shall mean the governing authority of the Métis Nation, as set out by the Constitution.
- 2.11. "Order of the Day" shall mean the compilation of documentation for members of the Métis Nation Legislative Assembly including the Agenda, Reports, Minutes, Appeal Documents, Draft Legislation, Motions and Constitutional Amendments to be tabled at the Métis Nation Legislative Assembly.

2.12. "Provincial Métis Council" shall mean the Regional Representatives, the Executive, one representative from the Métis Women of Saskatchewan.

2.13. "Regions" shall mean the Métis Nation - Saskatchewan Regions as set out in the Constitution.

2.14. "Senate" shall mean the Métis Nation - Saskatchewan Senate.

2.15. "Speaker" shall mean the Speaker of the Métis Nation Legislative Assembly.

### **ARTICLE THREE - COMPOSITION OF THE MÉTIS NATION LEGISLATIVE ASSEMBLY**

3. In this Act:

3.1. The Métis Nation Legislative Assembly shall be composed of:

3.1.1. The Provincial Métis Council ;

3.1.2. The Presidents of duly registered Locals of the Métis Nation - Saskatchewan ; and

3.1.3. Four Representatives of the Métis Women of Saskatchewan .

3.1.4. Four Representatives of the Métis Nation – Saskatchewan Youth Council.

(Amended, November 2001)

3.1.5. In the event that a Local President is unable to attend the Métis Nation Legislative Assembly, the duly registered Local's Vice-President may represent the Local.

(Amended, November 2001)

3.1.6 A person is disqualified from being a member



of the Métis Nations Legislative Assembly  
when:

- a. He/she dies or resigns.
- b. He/she is under sixteen (16) years of age.

#### **ARTICLE FOUR - VOTING AND QUORUM**

4. In this Act:
  - 4.1. Seventy-five (75) members of the Métis Nation Legislative Assembly constitutes a quorum of the Métis Nation Legislative Assembly.
  - 4.2. The members shall be identified through a Roll Call registry at the Opening of the Legislative Assembly. The Roll Call will be used to determine quorum and voting.
  - 4.3. Resolutions, ratification and appointments shall be made by a simple majority of the Roll Call, quorum being the minimum.
  - 4.4. Constitutional amendments shall require seventy-five percent (75%) of the members of the Roll Call, quorum being the minimum.
  - 4.5. Any decision ratified by the Métis Nation Legislative Assembly shall be binding on all Métis Nation - Saskatchewan citizens, subsidiary bodies and Affiliates.

#### **ARTICLE FIVE - SPEAKER OF THE MÉTIS NATION LEGISLATIVE ASSEMBLY**

5. The Speaker and Deputy Speaker will:
  - 5.1. Be appointed by the Provincial Métis Council and ratified by the Métis Nation Legislative

Assembly.

- 5.1.1. The term of appointment for the Speaker or Deputy Speaker will be for two years subject to re-appointment.
- 5.1.2. Appointments for Speaker and Deputy Speaker may be made from within or outside the Métis Nation Legislative Assembly.
- 5.2. Be responsible for the procedures, rules, debates and decorum of the Legislative Assembly.
- 5.3. Receive the list of members and seating arrangements of the Legislative Assembly from the Clerk as established by the Roll Call.
- 5.4. Approve all participation in debates and voting.
- 5.5. Secure a written record of the Legislative Assembly and certify the minutes.
- 5.6. Require Dumont's Scout to expel for the remainder of the day any member or observer from the Legislative Assembly for failing to follow the ruling of the Speaker.
- 5.7. Ensure that only Legislative Assembly members are seated in the Assembly with all other observers seated in designated areas.
- 5.8. Approve all documentation to be circulated to Legislative Assembly members.
- 5.9. Also hold the seats of Chairperson and Co-chairperson of the Annual General Assembly.

#### **ARTICLE SIX - CLERK**

6. The Clerk of the Métis Nation Legislative Assembly will:
  - 6.1. Be the Chief Executive Officer of the Métis

Nation - Saskatchewan.

- 6.2. Be responsible for compiling the necessary documentation for the Order of the Day.
- 6.3. Be responsible for the agenda of the Métis Nation Legislative Assembly as directed by the Provincial Métis Council.
- 6.4. Obtain and hold a certified copy of the minutes from the Speaker of the Métis Nation Legislative Assembly.
- 6.5. Provide the certified minutes of the Métis Nation Legislative Assembly to the members of the Métis Nation Legislative Assembly.
- 6.6. Secure, by contract, an independent person or agency to duly record the minutes and procedures of the Métis Nation Legislative Assembly.
- 6.7. In the case of Appeals to the Métis Nation Legislative Assembly, verify that the Appellant has met the legislative and regulatory requirements for Appeal, and if so, forward the Appeal to the Provincial Métis Council for their consideration as an addition to the Agenda.
- 6.8. Be responsible for notifying the Appellant and Respondent of the status and decision regarding the request for Appeal to the Métis Nation Legislative Assembly.
- 6.9. Ensure that the necessary staff are in place for the running of the Assembly and may appoint a Deputy Clerk to assist in carrying out these duties.
- 6.10. Also hold the seat as Clerk at the Annual General Assembly.

## **ARTICLE SEVEN - SENATE**

7. The Senate will:
  - 7.1. Have a Ceremonial Role in the Métis Nation Legislative Assembly by:
    - 7.1.1. Giving Opening and Closing Prayers
    - 7.1.2. Swearing-In any new members
  - 7.2. Table a report to the Métis Nation Legislative Assembly by submitting a written report to the Clerk prior to the thirty day deadline of the Métis Nation Legislative Assembly to be compiled in the Order of the Day. [*Amended September 9, 2008.*]
  - 7.3. Be available to the Métis Nation Legislative Assembly for clarification on any recommendations.
  - 7.4. Be available to the Métis Nation Legislative Assembly for advice and direction as required.

#### **ARTICLE EIGHT- DUMONT 'S SCOUT**

8. In this Act:
  - 8.1. Dumont's Scout will be appointed by the Provincial Métis Council to maintain order and procedure during the Assembly.

#### **ARTICLE NINE - REPORTING**

9. With the exception of sittings of the Metis Nation Legislative Assembly to conduct special business, the following written reports will be tabled at the Métis Nation Legislative Assembly and included in the Order of the Day:
  - 9.1. Executive Reports;
  - 9.2. Regional Representative Reports;

- 9.3. Métis Women of Saskatchewan Report;
- 9.4. Ministerial Reports, including, where applicable, Affiliate reports and audits;
- 9.5. Senate Report;
- 9.6. Provincial Métis Youth Council Report; and
  
- 9.7. Any other reports required by the Constitution or Legislation.

#### **ARTICLE TEN - MINUTES**

10. In this Act:
  - 10.1. The Minutes of the Métis Nation Legislative Assembly will be:
    - 10.1.1. Contracted out to an independent person or agency.
    - 10.1.2. Forwarded to the Clerk of the Legislative Assembly.
    - 10.1.3. The Minutes of the last Métis Nation Legislative Assembly will be included in the Order of the Day.

#### **ARTICLE ELEVEN - LEGISLATION**

11. In this Act:
  - 11.1. New Legislation:
    - 11.1.1. Will be tabled with the Clerk as per Constitutional and legislative requirements and included in the Order of the Day.
    - 11.1.2. May be tabled only by the members of the

Métis Nation Legislative Assembly.

- 11.1.3. Be ratified by the Métis Nation Legislative Assembly.
- 11.1.4. Be given a date upon which it will come into force.
- 11.2. Legislative Amendments will:
  - 11.2.1. Be tabled by a member of the Métis Nation Legislative Assembly with the Clerk at least thirty (30) days in advance of the Assembly and included in the Order of the Day.
  - 11.2.2. Be ratified by the Métis Nation Legislative Assembly.
  - 11.2.3. Be given a date upon which it will come into force.
- 11.3. The President of the Métis Nation Legislative Assembly shall cause a certified copy of the Act and of any amendments made to it to be deposited in:
  - 11.3.1. The legislative record of the Métis Nation Legislative Assembly held by the Secretary of the Métis Nation Legislative Assembly and situated in the Métis Nation - Saskatchewan 's head office;
  - 11.3.2. The regional offices of the Métis Nation - Saskatchewan ; and
  - 11.3.3. Such other places as the President considers necessary.
- 11.4 The Métis Nation Legislative Assembly shall enact, on a priority basis, a Métis Citizenship Act.  
(Adopted November 14, 1997)

**ARTICLE TWELVE - CONSTITUTION**

12. Constitutional Amendments will:

- 12.1. Be forwarded to the Clerk according to Constitutional requirements and be included in the Order of the Day, if one of the two following conditions are met:
  - 12.1.1. Include approval by the Provincial Métis Council by virtue of signatures or resolution attached to the proposed constitutional amendment; or
  - 12.1.2. Include approval by five (5) members of the Métis Nation Legislative Assembly by virtue of signatures attached to the proposed constitutional amendment.
  - 12.1.3. be registered with the Métis Nation – Saskatchewan Head Office thirty days prior to the sitting of the Métis Nation Legislative Assembly is provided. Where the minimum 30 days notice is provided under Article 2, Section 8, all proposed amendments must be registered 14 days prior to the sitting of the Métis Nation Legislative Assembly.

**ARTICLE THIRTEEN - APPEALS**

13. By this Act:

- 13.1. A person may Appeal to the Métis Nation Legislative Assembly on citizenship, provided they have fulfilled the legislative requirements of the citizenship appeal process, by submitting a written report to the Clerk forwarded by registered mail including the grounds of their Appeal, any correspondence regarding the Appeal and the ruling of the Citizenship Appeal Board.
- 13.2. A person may Appeal to the Métis Nation Legislative Assembly on an election, provided they have fulfilled the legislative requirements of the election appeals process, by submitting a written report to the Clerk forwarded by registered mail

including the grounds of their Appeal, any correspondence regarding the Appeal and the ruling of the Métis Election Commission.

13.3. The Métis Nation Legislative Assembly shall have the right to determine how it will deal with such Appeals, by either:

13.3.1. Adoption of the ruling of the Métis Election Commission or the Citizenship Appeal Board; or

13.3.2. Hear arguments based on the findings of fact by the Métis Election Commission or the Citizenship Appeal Board.

13.4. Where the Assembly chooses to hear arguments, the following procedure will be followed:

13.4.1. The Appellant and Respondent will be each given five (5) minutes to present their argument and two (2) minutes each to reply.

13.4.2. The Métis Nation Legislative Assembly will then render a decision through resolution.

13.5. Where a member of the Métis Nation Legislative Assembly is in a situation of conflict of interest on the matter at hand, the member must remove him/herself from the appeal process at the Assembly by declaring the conflict and refraining from debating and voting while the conflict remains.

#### **ARTICLE FOURTEEN - PROCLAMATIONS**

14. The Métis Nation Legislative Assembly is responsible to proclaim:

14.1. The date of the next Métis Nation - Saskatchewan election, as set out in the Election Act.

14.2. Holidays and days of commemoration, such as Louis Riel Day.



## **ARTICLE FIFTEEN - AFFILIATES**

15. In this Act:

15.1. As per Article 14. 1. A of the Métis Nation - Saskatchewan Constitution, the Métis Nation Legislative Assembly, on behalf of the Métis Nation - Saskatchewan, shall exercise all voting rights, powers, and duties of ownership in relation to the affiliates, based upon the recommendation of the Provincial Métis Council.

15.2. The Affiliates will be responsible to submit an annual report including the audit to the Métis Nation Legislative Assembly through their Minister.

15.3. The Métis Nation Legislative Assembly, based upon the recommendations of the Provincial Métis Council shall have the authority to appoint Commissions, Committees or other subsidiary bodies, where these are deemed necessary in order to effectively carry out the activities and functions of the organization. In so doing the Assembly shall ensure equity of representation from the Youth, Women and Elders.

## **ARTICLE SIXTEEN - ENACTMENT**

16. This Act:

16.1. Comes into force upon ratification by the Métis Nation Legislative Assembly.

16.2. Is binding on all citizens of the Métis Nation - Saskatchewan and its Affiliates and organizations.

16.3. Has received ratification by the Métis Nation Legislative Assembly this 6<sup>th</sup> day of November, 1999.

**ARTICLE SEVENTEEN- NOTICE**

17. This Act

17.1 Notice of any session of the Métis Nation  
Legislative Assembly shall require 30 days notice  
to the Local Presidents and Provincial Métis  
Council.



# *The Métis Act*

*being*

Chapter M-14.01 of *The Statutes of Saskatchewan, 2001*  
(effective January 28, 2002).

**NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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## CHAPTER M-14.01

### An Act to recognize contributions of the Métis and to deal with certain Métis institutions

WHEREAS the existing Aboriginal rights of Métis people are protected pursuant to section 35 of the *Constitution Act, 1982*;

AND WHEREAS the Government of Saskatchewan wishes to work in partnership with the Government of Canada and the Métis people to promote and strengthen the capacity for Métis governance of Métis institutions and communities;

AND WHEREAS, pursuant to section 14.1 of *The Interpretation Act, 1995*, nothing in this Act is to be construed as abrogating or derogating from the existing Aboriginal rights of Métis people mentioned in section 35 of the *Constitution Act, 1982*;

AND WHEREAS nothing in this Act is to be construed as altering or affecting the position of the Government of Saskatchewan that legislative authority in relation to Métis people rests with the Government of Canada pursuant to section 91(24) of the *Constitution Act, 1867*;

THEREFORE HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

#### PART I Short Title

##### Short title

- 1 This Act may be cited as *The Métis Act*.

#### PART II Recognition of Métis Contributions

##### Recognition of Métis contributions

2 The purpose of this Part is to recognize the contributions of the Métis people to the development and prosperity of Canada, including:

- (a) the rich and evolving history of the Métis people;
- (b) the cultural distinctiveness of the Métis communities and traditional ways of life of the Métis people;
- (c) the importance of the languages of the Métis people, including the Michif language, to Canada's culture and heritage;
- (d) the distinctive culture and cultural legacy of the Métis people, as symbolized by the Métis flag, the Métis sash, the Red River cart, the fiddle and the Red River jig;
- (e) the significance of the Métis farms and the Batoche historic site;

- (f) the honourable and invaluable service of the Métis veterans during the two World Wars and the Korean War and in many peace-keeping missions around the world;
- (g) the importance of Métis entrepreneurs to Canada's economy, beginning in the 18th Century with the historic involvement of the Métis in the North West fur trade;
- (h) the leadership role of Métis institutions in providing educational, social and health services to Métis people, and the contribution of those institutions to the delivery of those services; and
- (i) the important contribution of the Métis Nation - Saskatchewan in representing the needs and aspirations of the Métis people.

2001, c.M-14.01, s.2.

### PART III Bilateral Process

#### Bilateral process

3(1) The Government of Saskatchewan and the Métis Nation - Saskatchewan will work together through a bilateral process to address issues that are important to the Métis people, including the following:

- (a) capacity building;
- (b) land;
- (c) harvesting;
- (d) governance.

(2) Where the Government of Saskatchewan and the Métis Nation - Saskatchewan consider it appropriate, they may enter into a memorandum of understanding that reflects the discussions resulting from the bilateral process mentioned in subsection (1).

2001, c.M-14.01, s.3.

### PART IV Métis Nation - Saskatchewan Secretariat Inc.

#### Interpretation of Part

4 In this Part:

- (a) "corporation" means the Métis Nation - Saskatchewan Secretariat Inc. established pursuant to section 5;
- (b) "director" means, except in section 16, a director of the corporation;
- (c) "Director" means the Director within the meaning of *The Non-profit Corporations Act, 1995*.

2001, c.M-14.01, s.4.

**MNS Secretariat Inc. established**

5(1) The Métis Nation - Saskatchewan Secretariat Inc. is established pursuant to this Act as a body corporate without share capital.

(2) The corporation is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered.

2001, c.M-14.01, s.5.

**Powers**

6 Subject to this Act, the corporation has the capacity, rights, powers and privileges of a natural person.

2001, c.M-14.01, s.6.

**Board of directors**

7(1) The board of directors consists of those persons who are members of the Provincial Métis Council of the Métis Nation - Saskatchewan.

(2) The board of directors shall direct and manage the activities and affairs of the corporation.

(3) The board of directors shall formalize its decisions by resolution or bylaw.

2001, c.M-14.01, s.7.

**Bylaws**

8 Bylaws shall be made for the governance and proper administration of the corporation's activities, affairs, property and interests.

2001, c.M-14.01, s.8.

**Special meetings**

9(1) If a petition that requests the holding of a special meeting and that is signed by at least 250 Métis individuals of Saskatchewan is delivered to the head office of the corporation, the board of directors shall, within 60 days, hold a special meeting with the Métis people of Saskatchewan to discuss any matter stated in the petition respecting the operation of the corporation.

(2) The board of directors shall cause a notice of the meeting mentioned in subsection (1) to be published:

- (a) at least seven days before the day of the meeting; and
- (b) in at least two newspapers having general circulation in Saskatchewan.

2001, c.M-14.01, s.9.

**Records**

10 The corporation shall maintain, at its head office or at any other place in Saskatchewan designated in the bylaws, the following:

- (a) the bylaws of the corporation and all amendments to them;
- (b) the minutes of meetings and resolutions of:
  - (i) the directors;
  - (ii) any committee of the corporation; and
  - (iii) any meeting held pursuant to section 9;



- (c) copies of all notices published pursuant to subsection 9(2);
- (d) the audited financial statements of the corporation.

2001, c.M-14.01, s.10.

**Access to records**

11 Any Métis individual of Saskatchewan, or his or her agent, and any other person may examine the records mentioned in section 10 during the usual business hours of the corporation and may make copies on payment of a reasonable fee to the corporation.

2001, c.M-14.01, s.11.

**Filing**

12(1) Within 15 days after the coming into force of this Act, the corporation shall file with the Director:

- (a) a notice of the names and addresses of the directors of the corporation; and
- (b) a notice of the location and address of the head office of the corporation.

(2) Within 15 days after a change occurs in the name or address of a director of the corporation or in the location or address of the head office of the corporation, the corporation shall file with the Director, as the case requires:

- (a) a notice of the names and addresses of the directors of the corporation; or
- (b) a notice of the location and address of the head office of the corporation.

(3) Within 90 days after the end of the corporation's fiscal year, the corporation shall file with the Director an audited financial statement of the corporation for that fiscal year.

2001, c.M-14.01, s.12.

**Fiscal year**

13 The fiscal year of the corporation is the period prescribed in the bylaws of the corporation.

2001, c.M-14.01, s.13.

**Audit**

14(1) The corporation shall appoint a duly qualified auditor who shall audit the records, accounts and financial statements of the corporation:

- (a) annually; and
- (b) at any other time that the corporation may direct.

(2) An auditor appointed pursuant to subsection (1) must be independent of the corporation and its directors, officers and employees.

(3) For the purposes of subsection (2), independence is to be determined in accordance with the rules set out in subsection 148(2) of *The Non-profit Corporations Act, 1995*.

(4) Subsections 156(5) to (9) and sections 157 and 158 of *The Non-profit Corporations Act, 1995* apply, with any necessary modification, to the corporation and its auditor, directors, officers and employees.

2001, c.M-14.01, s.14.

**Application of *The Non-profit Corporations Act, 1995***

15(1) Any Métis individual of Saskatchewan or any creditor of the corporation may exercise the powers of a member or a security holder, as the case may be, pursuant to sections 214 to 220 of *The Non-profit Corporations Act, 1995*, and those provisions apply, with any necessary modification, to the corporation and its directors, officers and employees.

(2) For the purposes of this section, any Métis individual of Saskatchewan is deemed to have the status of a member within the meaning of *The Non-profit Corporations Act, 1995*.

2001, c.M-14.01, s.15.

**Subsidiaries**

16(1) In this section, "**subsidiary**" means a subsidiary corporation without share capital.

(2) A bylaw may be made to establish any subsidiary that the corporation considers necessary to carrying out its objects.

(3) A bylaw made pursuant to subsection (2) must:

- (a) name the first directors of the subsidiary and their terms of office; and
- (b) prescribe how directors, other than the first directors, are to be appointed or elected.

(4) Every subsidiary established pursuant to this section is a body corporate and has the capacity, rights, powers and privileges of a natural person.

(5) Sections 8 to 15 apply, with any necessary modification, to every subsidiary established pursuant to this section.

(6) Within 15 days after establishing a subsidiary pursuant to this section, the corporation shall file a notice with the Director specifying:

- (a) the name of the subsidiary;
- (b) the names and addresses of the first directors of the subsidiary;
- (c) the location and address of the head office of the subsidiary; and
- (d) the fiscal year of the subsidiary.

(7) The corporation may, by bylaw, dissolve a subsidiary, and all remaining rights, obligations, assets and liabilities of the subsidiary on dissolution are transferred to and become the rights, obligations, assets and liabilities of the corporation.

(8) Within 15 days after dissolving a subsidiary pursuant to this section, the corporation shall file a notice with the Director respecting the dissolution.

2001, c.M-14.01, s.16.

**Dissolution of predecessor corporation**

17(1) In this section, "**predecessor corporation**" means the Métis Nation of Saskatchewan Secretariate Incorporated, incorporated pursuant to *The Non-profit Corporations Act, 1995*.

(2) The predecessor corporation is dissolved.

(3) On the dissolution of the predecessor corporation pursuant to this section:

(a) the rights, obligations, assets and liabilities, as at the date of the coming into force of this section, of the predecessor corporation, as the predecessor corporation existed on the day before the coming into force of this section, are transferred to and become the rights, obligations, assets and liabilities of the corporation;

(b) the corporation may, in its own name, commence and maintain any actions or proceedings, exercise any powers and claim any rights or remedies that the predecessor corporation could have commenced, maintained, exercised or claimed before the coming into force of this section; and

(c) any actions or proceedings that could have been brought or maintained against the predecessor corporation, and any rights or remedies that could have been claimed against the predecessor corporation, before the coming into force of this section may be brought or maintained or claimed against the corporation.

2001, c.M-14.01, s.17.

PART V  
**Coming into Force**

**Coming into force**

18 This Act comes into force on proclamation.



## 1. DEFINITIONS

In these and all other bylaws of the corporation, unless the context otherwise requires or specifies:

- (a) "Act" means *The Métis Act 2001*, as amended or replaced from time to time, and in the case of such amendment, any references in the bylaws of the corporation shall be read as referring to the amendment provisions;
- (b) "MNLA" means the Métis Nation - Saskatchewan Legislative Assembly;
- (c) "MNS" means the Métis Nation - Saskatchewan;
- (d) "PMC" means the Provincial Métis Council of the MNS;
- (e) "subsidiary", "subsidiaries" means any subsidiary or subsidiaries established pursuant to s.16 of the Act;
- (f) "the corporation" means the Métis Nation - Saskatchewan Secretariat Inc. as authorized in the *Métis Act 2001*;
- (g) "the directors", "board", and "board of directors" means the directors of the corporation;
- (h) the headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms or to be deemed in any way to clarify, modify, or explain the effect of any such terms;
- (i) all terms contained in the bylaws and which are defined in the Act shall have the meanings given to such terms in the act;
- (j) words importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa.

## 2. OBJECTS

The objects of the corporation are:

- (a) to administer the policies and programs of the MNS.

## 3. FISCAL YEAR

The fiscal year of the corporation shall end on the 31<sup>st</sup> day of March in each year.

4. **DIRECTORS**

- (a) The directors shall manage the activities and affairs of the corporation.
- (b) The directors of the corporation shall consist of the members of the PMC.
- (c) Every director shall be given by letter, telephone or otherwise, at least 7 days notice of every meeting of directors
- (d) The quorum at board meetings shall be 11 members of the PMC.

5. **FINANCIAL DISCLOSURE**

- (a) The directors shall place before the Citizenship of the MNS at every MNLA:
  - (i) audited financial statements for the fiscal year ended;
  - (ii) and any further information respecting the financial affairs of the corporation and its Subsidiaries.
- (b) The MNLA shall approve the financial statements upon the recommendation of the directors.

6. **BYLAWS**

- (a) The directors may, by resolution, make, amend, or repeal any bylaws that regulate the activities and affairs of the corporation and any of its subsidiaries that are established under the Act.

7. **COMING INTO FORCE**

These bylaws will come into effect upon the Proclamation of the *Métis Act 2001*.



# Métis Nation of Saskatchewan Citizenship Act

Ratified November 6, 1999  
Amended November 2001  
Amended July 4, 2003  
Amended September 9, 2008

## ARTICLE ONE - TITLE

## ARTICLE TWO - INTERPRETATION

## ARTICLE THREE - COMMUNITY ACCEPTANCE

## ARTICLE FOUR - REGISTRATION PROCESS

## ARTICLE FIVE - VOLUNTARY REMOVAL FROM REGISTRY

## ARTICLE SIX - CENTRAL REGISTRY

## ARTICLE SEVEN - REGISTRY OFFICE

## ARTICLE EIGHT - THE REGISTRAR

## ARTICLE NINE - CITIZENSHIP APPEAL BOARD

## ARTICLE TEN - CITIZENSHIP APPEALS

## ARTICLE ELEVEN - CHALLENGES TO PERSONS CURRENTLY REGISTERED

## ARTICLE TWELVE - FINANCES

## ARTICLE THIRTEEN - GRANDFATHER CLAUSE

## ARTICLE FOURTEEN - ENACTMENT

### **ARTICLE ONE - TITLE**

1. This Act may be cited as "The Métis Nation - Saskatchewan Citizenship Act, 1999."

### **ARTICLE TWO - INTERPRETATION**

2. In this Act:
  - 2.1. "Act" shall mean the Métis Nation - Saskatchewan Citizenship Act.
  - 2.2. "Appeals" shall mean any written objection by a person who has been rejected entry in the Métis Nation - Saskatchewan Central Registry or by a Métis Nation - Saskatchewan citizen who is objecting to the registration of any person to the Métis Nation - Saskatchewan Central Registry.
  - 2.3. "Child" shall mean a child of a Métis citizen.



- 2.4. "Citizenship Appeal Board" shall mean the Métis Nation - Saskatchewan Citizenship Appeal Board.
- 2.5. "Membership" shall mean citizenship.
- 2.6. "Métis" shall mean a Métis citizen as defined by the Métis Nation - Saskatchewan Constitution.
- 2.7. "Métis community" shall mean the Locals as set out by the Constitution.
- 2.8. "Métis Local" shall mean a Métis Local listed in Schedule I of the Métis Nation - Saskatchewan Constitution.
- 2.9. "Métis Nation Legislative Assembly" shall mean the governing authority of the Métis Nation - Saskatchewan, as set out in the Constitution.
- 2.10. "Records" shall mean any records used to support an application for citizenship including historical records, church records, archival records, census records and oral history from Métis Elders.
- 2.11. "Registered" shall mean registered as a Métis under this Act.
- 2.12. "Registrar" shall mean the Registrar appointed by the Métis Nation Legislative Assembly to administer the Central Registry. *[Amended September 9, 2008.]*
- 2.13. "Genealogical evidence" shall mean evidence which indicates proof that an applicant's parent is, or parents are, of Métis Ancestry. *(Amended July 4, 2003 )*

### **ARTICLE THREE - COMMUNITY ACCEPTANCE**

#### **3. In this Act:**

- 3.1. The Métis Nation - Saskatchewan shall accept a person as Métis if the person can produce records denoting the person as having Métis ancestry and is accepted by a Métis community and if the person complies with the following conditions:

- 3.1.1. The person normally resides within the community or jurisdiction of the Métis Nation - Saskatchewan; and
- 3.1.2. The person expressly held him/herself out to be Métis in the community or jurisdiction;
- 3.2. The authorized Métis Local must make its decision impartially and in good faith.

#### **ARTICLE FOUR - REGISTRATION PROCESS**

4. In this Act:
  - 4.1. A person who wishes to be registered as a Métis may apply to a Métis Nation - Saskatchewan Local.
  - 4.2. The Métis Nation - Saskatchewan Local President or Secretary must issue a card recognizing the person as Métis if they meet the requirements of this Act, but not before they are registered by the Registrar.
  - 4.3. The parent or guardian of a child under 16 years of age may apply for registration on behalf of the child.
  - 4.4. The guardian of a person who is under a mental or legal disability may apply for registration on behalf of the person.
  - 4.5. No person is obliged to apply for registration.
  - 4.6. In the case of an application for registration, the applicant must provide historical and genealogical evidence, such as the records or documents of a government, church or community, including oral testimony from a Métis Elder reduced to writing, to show that the person is a descendant of a Métis.
  - 4.7. The Registrar shall review applications for registration and shall register a person as a Métis only if:
    - 4.7.1. The person is entitled to be registered as a Métis pursuant to this Act and
    - 4.7.2. The application is properly made.

- 4.8. Following the coming into force of this Act, the Registrar shall establish and implement a process to seek out and encourage the registration of all persons who are entitled to be registered as Métis.

#### **ARTICLE FIVE - VOLUNTARY REMOVAL FROM REGISTRY**

5. In this Act:

- 5.1. A person who is registered as a Métis citizen may, at any time, voluntarily remove him/herself from the registry.
- 5.2. The Registrar shall remove a person who, by written request, declares that he or she no longer wishes to be registered as a Métis.
- 5.3. A person who has removed him/herself from the registry may re-apply for registration.

#### **ARTICLE SIX – CENTRAL REGISTRY**

6. In this Act:

- 6.1. The Registrar shall maintain a uniform system for the registration of the citizens of the Métis Nation - Saskatchewan.
- 6.2. The following minimum information about a Métis citizen may be included in the Central Registry:
- 6.2.1. The person's name;
- 6.2.2. The person's address or place of residence;
- 6.2.3. The person's date of birth;
- 6.2.4. The person's marital status and the name of any spouse;
- 6.2.5. The dates of any marriages;
- 6.2.6. The names and dates of birth of any children of the person;

- 6.2.7. The Local under which the person has applied for registration;
  - 6.2.8. The Mother's full name and date of birth;
  - 6.2.9. The Father's full name and date of birth;
  - 6.2.10. The other information submitted in support of the person's application for registration; and
  - 6.2.11. Such genealogical information about the person as may exist.
- 6.3. The Registrar may collect and register additional demographic information about Métis citizens.
  - 6.4. The Registrar shall treat the registry as confidential.
  - 6.5. The Registrar shall cause the registry system to be kept safely by administrative, physical and technological safeguards that are reasonable and consistent with this Act.
  - 6.6. The Registrar with the consent of the Provincial Métis Council may enter into agreements with the government of a province or territory or with the government of Canada respecting the collection and exchange of information for the better functioning of the registry system but may not disclose confidential information without the consent of the registrant.
  - 6.7. The process for registration shall be such that:
    - 6.7.1. A person makes application to a Métis Local for citizenship by completing the Métis Nation - Saskatchewan Citizenship Application Form.
    - 6.7.2. The President of the Métis Local submits the Citizenship Application Form to the Registrar for consideration and entry into the Registry.
    - 6.7.3. The Registrar rejects or registers the person into the Registry and notifies the Métis Local President in writing of the decision.
    - 6.7.4. In the event that the Registrar accepts the registration, the Registrar forwards a signed standardized Métis Nation - Saskatchewan Citizenship Card to the Métis Local President or

Secretary who then issues the standardized Métis Nation - Saskatchewan Citizenship Card to the person.

6.7.5. The standardized Métis Nation - Saskatchewan Citizenship Cards shall be numbered consecutively following the Métis Local numbers.

6.7.6. Only the standardized Métis Nation - Saskatchewan Citizenship Cards shall be recognized as legitimate for the purposes of the Constitution and this Act.

6.7.7. The Provincial Métis Council will be responsible for the development of the Métis Nation - Saskatchewan Citizenship Application Form and the standardized Citizenship Card.

## **ARTICLE SEVEN - REGISTRY OFFICE**

7. A Registry Office shall be established, based on available fiscal resources.

7.1. The Registry Office shall consist of:

7.1.1. The Registrar and

7.1.2. The staff of the Registry Office.

7.2. The Registry Office

7.2.1. is separate and independent from the public service of the Métis Nation but the staff of the Registry Office shall be considered to be members of the public service for the purpose of employment benefits;

7.2.2. Shall act impartially and in good faith in the exercise of its functions; and

7.2.3 *[Repealed September 9, 2008.]*

7.2.4. Shall retain and provide copies of the standardized Métis Nation - Saskatchewan Citizenship Application Form and the standardized Métis Nation - Saskatchewan Citizenship Cards to Métis Local Presidents.

## ARTICLE EIGHT - THE REGISTRAR

### 8. The Registrar:

- 8.1.1. *[Repealed September 9, 2008.]*
- 8.1.2. *[Repealed September 9, 2008.]*
- 8.1.3. *[Repealed September 9, 2008.]*
- 8.1.4. *[Repealed September 9, 2008.]*
- 8.1.5. Shall maintain the Central Registry.
- 8.1.6. Shall administer this Act.
- 8.1.7. Shall accept and review applications for citizenship submitted on the standardized Citizenship Application Form by a Métis Local President and decide whether a person is entitled to be registered pursuant to this Act.
- 8.1.8. Shall respond in writing to the Métis Local President on the decision of an application for citizenship.
- 8.1.9. Shall make decisions on the voluntary removal from the registry of individuals pursuant to this Act.
- 8.1.10. Shall forward Appeals to the Citizenship Appeal Board on the issue, pursuant to this Act.
- 8.1.11. Shall ensure that the relevant files are provided to the Citizenship Appeal Board in cases of appeal.
- 8.1.12. Shall ensure that a final report is written and filed on any appeal that comes before the Registrar or the Citizenship Appeal Board.
- 8.1.13. Shall manage the staff of the Registry Office.
- 8.1.14. Shall have a seal of office that may be reproduced by the Registrar in any manner and has the same effect whether it is manually applied or otherwise reproduced.
- 8.1.15. Shall deliver an annual report to the Provincial Métis Council, to be submitted to the Métis Nation

Legislative Assembly, through the Senate, within 60 days following the end of each calendar year.

## **ARTICLE NINE - CITIZENSHIP APPEAL BOARD**

9. *[Repealed September 9, 2008.]*

## **ARTICLE TEN - CITIZENSHIP APPEALS**

10. The process for Appeals will be such that:

10.1. The Appellant bears the burden of proof.

10.2. Any person who has made application on the Métis Nation - Saskatchewan Citizenship Application Form to a Métis Local President and is denied registry by the Métis Local President is entitled to appeal this decision in writing to the Registrar within thirty (30) days of the President's decision.

10.3. Any person whose Citizenship Application Form has been forwarded by a Métis Local President to the Registrar and has been rejected in writing by the Registrar may appeal in writing to the Citizenship Appeal Board within thirty (30) days of the Registrar's decision.

10.4. Any person whose application has been rejected by the Citizenship Appeal Board may appeal in writing to the Métis Nation Legislative Assembly, whose decision shall be final and binding, complying with the requirements set out in the Métis Nation - Saskatchewan Legislative Assembly Act, and shall do so within thirty (30) days of the Citizenship Appeal Board's decision.

10.5. All appeals by a person regarding rejection of registration by the Local President or Registrar or Citizenship Appeals Board must include:

10.5.1. The name and address of the person who has been rejected;

10.5.2. The Local to which application was made;

10.5.3. The evidence submitted as proof of Métis ancestry;

- 10.5.4. Copies of all correspondence regarding the appeal;
- 10.5.5. The signature of the person who has been rejected; and
- 10.5.6. The date of submission of the appeal.
- 10.6. Any person whose registration is being objected to shall be given a reasonable opportunity to make representation in the case at each level, and shall receive copies of all correspondence regarding the appeal.
- 10.7. The decision of the Citizenship Appeal Board must be in writing, signed by the deciding members of the Citizenship Appeal Board, and forwarded to the affected parties within 14 days of the date of its decision.
- 10.8. The Registrar shall take whatever steps are necessary to implement the decision of the Citizenship Appeal Board.
- 10.9. All appeals are confidential and shall be treated as such by all involved parties.

**ARTICLE ELEVEN – CHALLENGES TO PERSONS CURRENTLY REGISTERED**

- 11. Challenges to persons registered as Métis may be made by Métis citizens registered in the Central Registry:
  - 11.1. Challenges of Métis ancestry to persons currently on MNS citizenship/membership lists may be made by Métis citizens/members in writing to the Registrar. The challenge must include the full name of the person being challenged, the Local which that person is registered with, and the grounds for the challenge. The person so challenged will be notified by the Registrar in writing and shall have the right to refute that challenge by providing evidence that he/she is in fact Métis the burden of proof being the same as



required for all persons applying for inclusion as Métis under this Act.

- 11.2. The written decision of the Registrar shall be forwarded by registered mail to both parties, and shall inform them of their right to appeal within thirty (30) days to the Citizenship Appeal Board.
- 11.3. The Citizenship Appeal Board shall provide at least two (2) weeks notice to both parties of the appeal hearing date and then render its decision in writing by registered mail to both parties to the appeal and inform them of their right to appeal to the Métis Nation Legislative Assembly.
- 11.4. The decision of the Citizenship Appeal Board may be appealed by either party in writing to the Métis Nation Legislative Assembly, whose decision shall be final and binding. Such appeal must be registered in conformity with the Métis Nation Legislative Assembly Act within thirty (30) days after receipt of the Citizenship Appeal Board's written decision.

(Amended July 4, 2003 )

#### **ARTICLE TWELVE - FINANCES**

12. The remuneration and employment benefits of the Registrar, the staff of the Registry Office and the Citizenship Appeals Board shall be established by the Métis Nation - Saskatchewan Treasury Board, based on available fiscal resources.

#### **ARTICLE THIRTEEN - GRANDFATHER CLAUSE**

13. In Grandfathering existing memberships.
  - 13.3. Those members currently listed on the Métis Nation updated Local Membership Lists shall be automatically entered into the Central Registry and receive the new standardized Métis Nation - Saskatchewan Citizenship Card. All Métis not currently listed on the Métis Local Membership Lists shall have to apply for registration as a

**ARTICLE FOURTEEN - ENACTMENT**

14. This Act:

- 14.3. Comes into force upon ratification by the Métis  
Nation Legislative Assembly.
- 14.4. Is binding on all citizens of the Métis Nation -  
Saskatchewan and its Affiliates and organizations.
- 14.5. Repeals all former citizenship legislation.
- 14.6. Has received ratification on this 6th day of  
November, 1999.

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# **Métis Nation of Saskatchewan Senate Act**

Ratified November 6, 1999  
Amended November, 2001  
Amended September 9, 2008

## ARTICLE ONE - TITLE

## ARTICLE TWO - INTERPRETATION

## ARTICLE THREE - MANDATE AND POWERS OF THE SENATE

## ARTICLE FOUR - QUALIFICATIONS FOR A SENATOR

## ARTICLE FIVE - APPOINTMENT AND RATIFICATION OF SENATORS

## ARTICLE SIX - TERM AND REMOVAL OF OFFICE

## ARTICLE SEVEN - CODE OF ETHICS / STANDARDS OF CONDUCT

## ARTICLE EIGHT - COMMITTEES OF THE SENATE

## ARTICLE NINE - QUORUM AND VOTING

## ARTICLE TEN - FINANCES

## ARTICLE ELEVEN - RECORD KEEPING AND REPORTING PROCEDURES

## ARTICLE TWELVE - GRANDFATHER CLAUSE

## ARTICLE THIRTEEN - ENACTMENT

### **ARTICLE ONE - TITLE**

1. This Act may be cited as "The Métis Nation - Saskatchewan Senate Act, 1999."

### **ARTICLE TWO - INTERPRETATION**

2. In this Act:
  - 2.1. "Act" shall mean the Métis Nation - Saskatchewan Senate Act.
  - 2.2. "Métis Nation Legislative Assembly" shall mean the governing authority of the Métis Nation - Saskatchewan, as set out in the Constitution.
  - 2.3. "Ordinarily Resident" shall mean the Region to which the person is registered as a member and the Region of the member's fixed home address to which whenever he/she is absent he/she has the intention of returning.

- 2.4. "Region" shall mean Regions as determined by the Métis Nation - Saskatchewan Constitution.
- 2.5. "Senate" shall mean the Métis Nation - Saskatchewan Senate.
- 2.6. "Senator" shall mean a member of the Métis Nation - Saskatchewan Senate.

### **ARTICLE THREE - MANDATE AND POWERS OF THE SENATE**

3. The Senate shall:
  - 3.1 Be available for consultation by the Métis Nation Legislative Assembly in fulfilling its mission under the Métis Nation - Saskatchewan Constitution. *[Amended September 9, 2008.]*
  - 3.2 Be subject to the authority of this Act and the Métis Nation Legislative Assembly.
  - 3.3 Be represented by one Senator per Region and one Senator to be appointed by the Métis Women of Saskatchewan.
  - 3.4 Designate one Senator as the Chairperson of the Senate.

### **ARTICLE FOUR - QUALIFICATIONS FOR A SENATOR**

4. A person is eligible for appointment to the Senate if he/she:
  - 4.1.1. Is a citizen of the Métis Nation - Saskatchewan.
  - 4.1.2. Is appointed by the membership at an area meeting or
  - 4.1.3. Is an appointee of the Métis Women of Saskatchewan, appointed by their general assembly.

- 4.1.4. Is ordinarily resident in the Region of appointment.
- 4.1.5. Is non-partisan.
- 4.1.6. Is non-political, including Federal, Provincial and Métis governments.
- 4.1.7. Is at least fifty-five (55) years of age.
- 4.1.8. Has not been convicted of an indictable offence within five (5) years of appointment to the Senate, and has exhausted all appeals.

#### **ARTICLE FIVE - APPOINTMENT AND RATIFICATION OF SENATORS**

5. Senate appointments:
  - 5.1. Shall be made by the membership by a show of hands or by ballot at a duly called area meeting, or in the case of the Métis Women of Saskatchewan by their general assembly.
  - 5.2. Shall be forwarded in writing to the President of the Provincial Métis Council and the Senate Chairperson by the official charged with recording the minutes of the meeting at which the appointment was made. The submission will include a copy of the minutes of the meeting, indicating the motion.
  - 5.3. Forwarded to the President of the Provincial Métis Council and the Senate Chairperson shall be accompanied by a resume and biography of the Senator.
  - 5.4. Shall be sworn in by the Senate at their next meeting, if the conditions under Section 4 of this Act are met.

#### **ARTICLE SIX - TERM AND REMOVAL OF OFFICE**

6. In this Act:

- 6.1. The term of office for a Senator shall be for life:
- 6.2. Notwithstanding Article 6.1, the term of office of a Senator shall terminate if a Senator is:
  - 6.2.1. Disqualified for violating any part of this Act or
  - 6.2.2. Is unable to fulfil his/her duties on a permanent basis.
- 6.3. The term of office for the Chairperson of the Senate shall be:
  - 6.3.1. For three years or until a written resignation is tabled at a Senate meeting.
  - 6.3.2. Subject to reappointment by the Senate.
- 6.4. A Senator shall be removed from office by the Senate:
  - 6.4.1. For being convicted of an indictable offence and all appeals are exhausted.
  - 6.4.2. If he/she takes up residency outside of the province of Saskatchewan .
  - 6.4.3. For actions unbecoming the stature of a Senator while holding office.
  - 6.4.4. By voluntarily resigning in writing to the Chairperson of the Senate.
- 6.5. A Senator shall take a leave of absence from the office of the Senate for being charged with an indictable offence.

**ARTICLE SEVEN - CODE OF ETHICS /  
STANDARDS OF CONDUCT**

7. Each Senator shall comply with the following Code of Ethics / Standards of Conduct:
  - 7.1. Function as a collective unit representing, serving and protecting the best interest of the Métis people

and the Constitution of the Métis Nation - Saskatchewan and shall not sit on any elected local position nor serve on any regional or provincial Affiliate board including urban councils and advisory committees.

- 7.2. Understand that the Senate shall be driven by consensus, and any decisions or actions by a Senator without the authorization and approval of the Senate body shall be deemed null and void and therefore have no force and effect upon the Senate as a whole.
- 7.3. Devote time, thought and study to the responsibilities of a Senator necessary to render effective credible service in the Senate.
- 7.4. Encourage full and open dialogue in all matters with other members of the Senate.
- 7.5. Remove themselves from any committee of the Senate if they are in conflict of interest in carrying out the duties of that committee, pursuant to the applicable legislation.

#### **ARTICLE EIGHT - COMMITTEES OF THE SENATE**

8. Pursuant to this Act:

- 8.1 The Senate shall establish any such committees as are required by the Métis Nation – Saskatchewan Constitution or Legislation as required to carry out the following duties:
  - a) 8.1.1 Ceremonial Activities and Exchanges;
  - b) 8.1.1.2 Conducting Opening/Closing Prayers
  - c) 8.1.1.3 Directing Swearing –In Ceremonies and Oaths
  - d) 8.1.1.3 Presenting Awards and Gifts of Recognition; and



e) 8.1.1.4 Displaying Métis Flags and Sashes.  
[Amended September 9, 2008.]

8.2. The Senate shall appoint one Chairperson for each committee to serve as the spokesperson for that committee.

8.3. The Senate may delegate by resolution, the decision-making authority of any committee of the Senate to be the voice of the Senate and subject to ratification by Senate majority, unless otherwise provided in the Constitution or legislation.

#### **ARTICLE NINE - QUORUM AND VOTING**

9. To conduct official Senate business:

9.1. A simple majority of the Senators will constitute a quorum.

9.2. A quorum must be present at a meeting of the Senate, or at any meeting of a committee of the Senate.

9.3. Decisions made by a quorum of the Senate binds all members of the Senate to the motions and resolutions passed.

#### **ARTICLE TEN - FINANCES**

10. In order for the Senate to function:

10.1. Where fiscal resources are available, the Métis Nation - Saskatchewan, in accordance with the laws and regulations of the Métis Nation - Saskatchewan Treasury Board, shall provide financial resources to the Senate as required for the purposes of carrying out this Act.

10.2. Such resources shall be within the means available to the Métis Nation - Saskatchewan for such purposes.

- 10.3. The Chairperson of the Senate shall make formal written request to the Métis Nation - Saskatchewan Treasury Board for all expenditures of the Senate.
- 10.4. The Métis Nation - Saskatchewan shall actively pursue fiscal resources for the functions of the Senate.
- 10.5. *[Repealed September 9, 2008.]*
- 10.6. The Métis Nation - Saskatchewan will be responsible for travel expenses and honorariums for the Senate while conducting official Senate business, pursuant to this Act.

#### **ARTICLE ELEVEN - RECORD KEEPING AND REPORTING PROCEDURES**

11. In this Act:
  - 11.1. The Senate shall keep written minutes of all meetings.
  - 11.2. The minutes of Senate meetings shall be held by the Chairperson of the Senate.
  - 11.3. The Senate shall submit an annual written report to be tabled with the Métis Nation Legislative Assembly thirty days prior to the Assembly to be included in the Order of the Day.
  - 11.4. *[Repealed September 9, 2008.]*
  - 11.5. *[Repealed September 9, 2008.]*
  - 11.6. *[Repealed September 9, 2008.]*

#### **ARTICLE TWELVE – GRANDFATHER CLAUSE**

12. In this Act:
  - 12.1. All existing Senators are grandfathered to this Act and will continue to act as Senators until their terms have expired, pursuant to this Act.

## **ARTICLE THIRTEEN - ENACTMENT**

### **13. This Act:**

- 13.1. Comes into force upon ratification by the Métis Nation Legislative Assembly.**
- 13.2. Is binding on all citizens of the Métis Nation - Saskatchewan and its Affiliates and organizations.**
- 13.3. Repeals all former Senate legislation.**
- 13.4. Has received ratification from the Métis Nation Legislative Assembly this 6th day of November, 1999.**





# A Matter of National and Constitutional Import:

Report of the Minister's Special Representative on  
Reconciliation with Métis: Section 35 Métis Rights  
and the *Manitoba Metis Federation* Decision

Thomas Isaac

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- Appendix B: List of Stakeholders, Organizations and Individuals Engaged

The views expressed herein do not necessarily reflect the views of the Government of Canada. The Minister of Indigenous Affairs and Northern Development is responsible for the content of this document. The views expressed herein do not necessarily reflect the views of the Government of Canada.

**Letter to the Minister of Indigenous and Northern Affairs**

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June 14, 2016

The Honourable Carolyn Bennett  
Minister of Indigenous and Northern Affairs

Re: Report of the Minister's Special Representative on Reconciliation with Métis:  
Section 35 Métis Rights and the *Manitoba Metis Federation* Decision

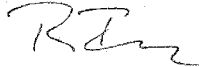
Dear Minister Bennett:

Please find enclosed my report entitled *A Matter of National and Constitutional Import: Report of the Minister's Special Representative on Reconciliation with Métis: Section 35 Métis Rights and the Manitoba Metis Federation Decision*.

The attached report addresses the mandate you provided to me to meet with the Métis National Council, its governing members, the Métis Settlements General Council, provincial and territorial governments, and other Aboriginal organizations and interested parties to map out a process for dialogue on Section 35 Métis rights. The mandate also directed me to engage with the Manitoba Metis Federation to explore ways to advance dialogue on reconciliation with Métis in Manitoba in response to the Supreme Court of Canada's 2013 *Manitoba Metis Federation* decision.

Thank you for the opportunity to assist you in advancing the Government of Canada's reconciliation with Métis.

Sincerely,



Thomas Isaac

## Introduction

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Métis peoples hold a central place in the history and development of Canada with their origins emanating from First Nations and European unions. As traders and explorers moved from east to west across what is now Canada, what evolved was a unique and rich Métis identity and culture that are key components of the origins of Canada. Métis represent one of three identified Aboriginal peoples in Section 35 of the *Constitution Act, 1982* (Section 35).<sup>1</sup> Rights held by Métis peoples under Section 35 are constitutionally recognized and affirmed by the Constitution of Canada.

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<sup>1</sup> Subsection 35(2) of the *Constitution Act, 1982* states: "In this Act, "aboriginal peoples of Canada" includes the Indian, Inuit and Métis peoples of Canada."



However, notwithstanding this history, the Métis have largely been forgotten until recent years in the national narrative as a distinct rights-bearing Aboriginal peoples. Part of this challenge has been the Métis' unique heritage and history and because they have not, as a peoples, fit into an easily identifiable legal box. The Métis have struggled to have their unique identity and rights recognized, albeit with some successes and many more challenges.

There is a need for reconciliation between the Crown, federal and provincial, and Métis peoples. This need represents not a challenge but an appreciable *opportunity* for Canada, and provincial and territorial governments, to reconcile with Métis peoples and to re-calibrate their relationships with Métis, recognize and celebrate Métis rights and culture within the context of Canada's larger history, and resolve outstanding Métis claims.

Reconciliation is more than platitudes and recognition. Reconciliation flows from the constitutionally protected rights of Métis protected by Section 35<sup>1</sup> and is inextricably tied to the honour of the Crown, and must be grounded in practical actions. The Supreme Court of Canada's (SCC) seminal 2013 decision of *Manitoba Metis Federation v. Canada (A.G.)*<sup>2</sup> (MMF Decision) stated: "The unfinished business of reconciliation of the Métis people with Canadian sovereignty **is a matter of national and constitutional import.**"

On June 4, 2015 the Minister of Indigenous and Northern Affairs appointed me as the Minister's Special Representative to meet with the Métis National Council, its governing members, the Métis Settlements General Council, provincial and territorial governments, and other Aboriginal organizations and interested parties to map out a process for dialogue on Section 35 Métis

rights, and to engage with the Manitoba Metis Federation (MMF) to explore ways to advance dialogue on reconciliation with Métis in Manitoba in response to the MMF Decision (together, the Mandate).<sup>4</sup>

What follows are my observations and recommendations based on my review of the issues relating to the Mandate. This Report contains my understanding of what was heard with the intent of assisting in the necessary task of reconciliation between the Métis and Canada. I received an immense amount of information and commentary on many issues and matters relating to Métis peoples from across Canada. The Report attempts to capture the spirit of what was heard within the context and focus of the Mandate. A consolidated list of recommendations is set out in Appendix A of this Report.

In developing this Report, I invited submissions from, and met with, Métis governments, institutions and organizations. I did not limit or pre-determine with whom I spoke or from whom I received submissions. The Mandate did not require me, and I did not attempt, to determine whether any of the individuals or groups with whom I met, or received submissions from, met the legal criteria for determining Métis for the purposes of Section 35.

My active engagement period ran from June 2015 to January 2016, with a postponement during the 2015 federal election. I engaged with Métis governments, organizations, institutions and individuals. I also engaged with the Department of Indigenous and Northern Affairs Canada (INAC), Department of Justice and other federal departments and agencies. I also engaged with provincial and territorial governments and other interested parties. A list of those with whom I engaged is attached to this Report in Appendix B.

<sup>2</sup> *Haida Nation v. British Columbia (Minister of Forests)*, [2004] 3 S.C.R. 511, 2004 SCC 75, at paras. 20, 25, 30 (Mandate); see also *Mikisew Cree First Nations v. Canada (Min. of Canadian Heritage)*, [2005] 3 S.C.R. 388, 2005 SCC 69, at para. 1: "The fundamental objective of the modern law of aboriginal and treaty rights is the reconciliation of aboriginal peoples and non-aboriginal peoples and their respective claims, interests and ambitions."

<sup>3</sup> *Manitoba Metis Federation v. Canada (A.G.)*, [2013] 1 S.C.R. 625, 2013 SCC 14, at para. 100 (MMF Decision).

<sup>4</sup> The Mandate flows from two recommendations relating to the Métis in Douglas Snyford's Report entitled *A New Direction: Advancing Aboriginal and Treaty Rights*, (Ottawa, 2015), 43-44.

Throughout the Report I use the term "Aboriginal". I note that both INAC and the Minister's title have changed and use the term "Indigenous". Given that the Report and the Mandate are focused on two matters coming within the scope of Section 35, it is imperative that the Report use legally-known and legally-defined terms. In its recent decision of *Daniels v. Canada (Indian Affairs and Northern Development)*,<sup>5</sup> the SCC used the term "Indigenous" to describe all those Indigenous peoples in Canada coming under the legislative jurisdiction of Parliament in Section 91(24), *Constitution Act, 1867* and used the term "Indigenous" as a broad and general term<sup>6</sup> that includes all Indigenous peoples, including Aboriginal peoples under Section 35, and referring to all "mixed-ancestry communities" all within the context of Section 91(24).<sup>7</sup>

Given that the Mandate and this Report are focused on Section 35, the Report uses the term "Aboriginal" which applies to Section 35 and not the broader and more general term "Indigenous". It is essential that the Report be clear about the important place of Métis and their Section 35 rights within existing Canadian law, thereby requiring the use of terminology that is not only legally-correct but up to this point in time used by the SCC in respect of Section 35.

I wish to thank the Métis leaders, representatives and individuals who took the time to meet with me and who provided briefings and materials during the course of the engagement process. I was impressed by all of the Métis governments, institutions and organizations with whom I met and their consistency of focusing on that which is practical and reasonable, while celebrating their unique history and culture.

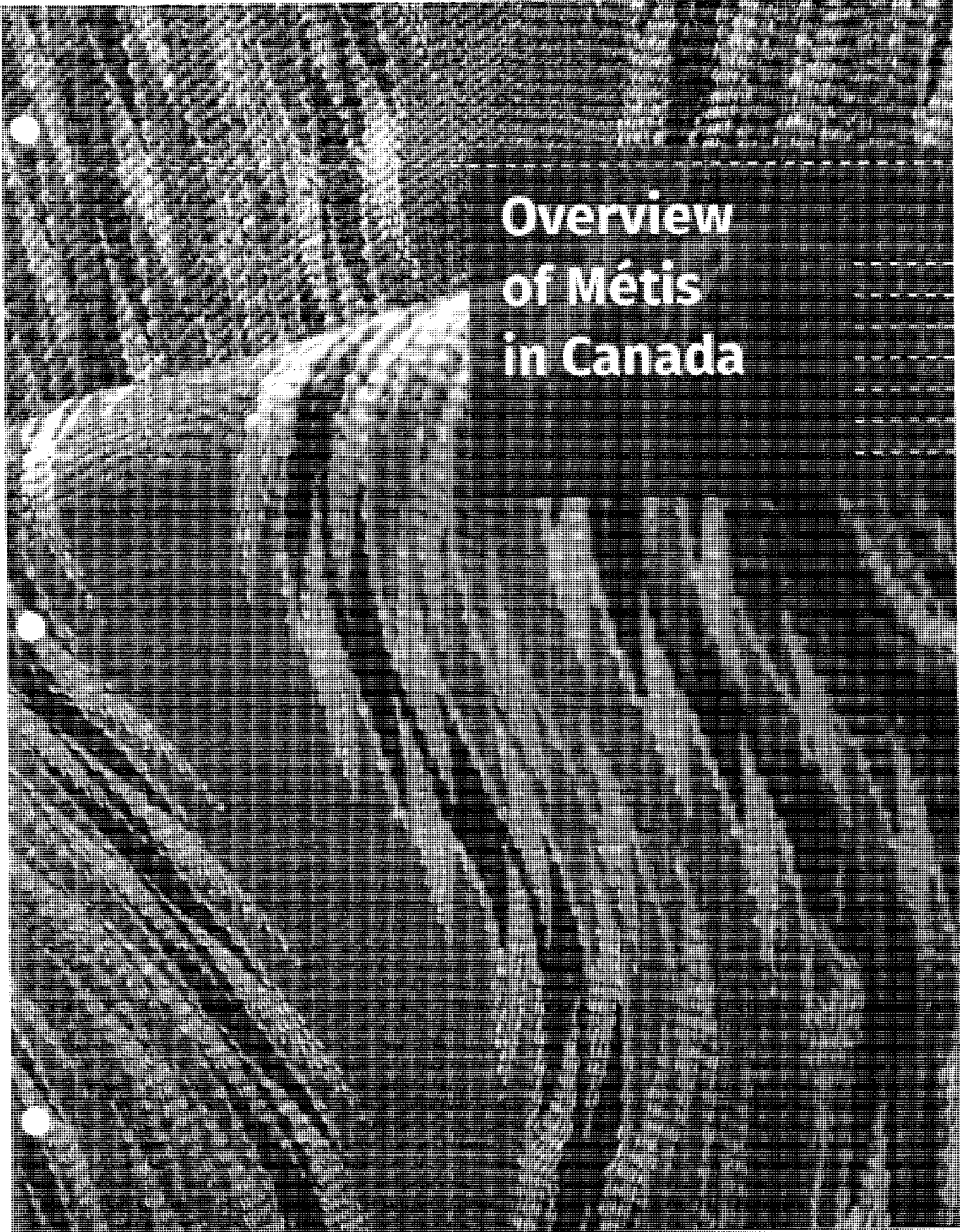
I also thank the INAC officials and other federal representatives with whom I engaged for their professionalism and who provided many briefings and materials so that I could better understand how Métis issues were historically and currently being addressed within the federal system.

Finally, I wish to thank the provincial and territorial governments and others who met with me or made submissions. Insights from these governments, organizations and individuals assisted in the consideration of the Mandate and the preparation of this Report.

5 *Daniels v. Canada (Indian Affairs and Northern Development)*, 2016 SCC 12 (*Daniels*).

6 *Ibid.* at paras. 6 and 23.

7 *Ibid.* at paras. 6, 9 and 23.



**Overview  
of Métis  
in Canada**

# Overview of Métis in Canada

## Introduction

Métis are a unique and distinct rights-bearing Aboriginal peoples<sup>8</sup> and are one of three recognized Aboriginal peoples identified in subsection 35(2) of the *Constitution Act, 1982* whose rights are recognized and affirmed in Section 35.<sup>9</sup> Unlike First Nations and Inuit, whose ancestors were the original inhabitants of Canada, Métis emerged as a distinct Aboriginal peoples as the result of unions between European explorers and traders and the original inhabitants of what is now Canada.

Not every person of mixed European-Aboriginal ancestry is Métis for the purposes of Section 35. Rather it is the combination of self-identification as Métis, along with membership in larger distinct and historical Métis communities with their own

unique culture, practices, traditions and languages that makes Métis distinct Aboriginal peoples and distinct from their European and other Aboriginal ancestors.

Distinct Métis communities have been confirmed by the courts from Ontario westward. This is consistent with the hunting, trading and settlement patterns by European settlers and fur traders and is consistent with the commonly used name "Métis of the Northwest".

This is not to suggest that there are not self-identified Aboriginal communities east of Ontario or in other parts of Canada that identify as being "Aboriginal", but not necessarily Métis, First Nation, or Inuit for the purposes of Section 35. *Daniels* appears to address this reality by referring to all Indigenous peoples, including those of mixed ancestry, as coming within the meaning of "Indian" for the purposes of Section 91(24).<sup>10</sup>

The starting proposition for the development of any Section 35 Métis rights framework must be that it deals with ***Métis coming within the meaning of Section 35.***

<sup>8</sup> In *Alberta v. Cunningham*, [2011] 2 S.C.R. 670, 2011 SCC 37, at paras. 66, 68, 70 (*Cunningham*), the SCC stated: "The Métis considered themselves as one of three Aboriginal groups in Canada, but this was not recognized until the *Constitution Act, 1982*. Unlike Indians, however, they enjoyed no land base from which to strengthen their identity and culture or govern themselves. Nor did they enjoy the protection of an equivalent to the *Indian Act*. Their aboriginality, in a word, was not legally acknowledged or protected. [...] The *Constitution Act, 1982*, gave constitutional recognition to the Métis as one of three distinct Aboriginal groups. [...] **The history of the Métis is one of struggle for recognition of their unique identity as the mixed race descendants of Europeans and Indians. Caught between two larger identities and cultures, the Métis have struggled for more than two centuries for recognition of their own unique identity, culture and governance. The constitutional amendments of 1982 [...] signal that the time has finally come for recognition of the Métis as a unique and distinct people.**" (Emphasis added.)

<sup>9</sup> See also *Daniels*, at para. 42.  
<sup>10</sup> Subsection 35(2) of the *Constitution Act, 1982* states: "In this Act, 'Aboriginal peoples of Canada' includes the Indian, Inuit and Métis Peoples of Canada."

<sup>10</sup> *Daniels*, at paras. 17-19, and 24.

## Demographic and Socio-Economic Overview

The 2011 National Household Survey indicated that there are 451,795 people in Canada who identify as being Métis, or approximately 32% of Canada's Aboriginal population. The majority of people who identified as being Métis live in western Canada and Ontario, with the largest population in any single jurisdiction being Alberta. The following chart sets out the self-identified Métis population nationally, by jurisdiction:<sup>11</sup>

### Self-Identified Métis population

|                       |         |
|-----------------------|---------|
| Canada                | 451,795 |
| Atlantic              | 22,975  |
| Quebec                | 40,960  |
| Ontario               | 86,015  |
| Manitoba              | 78,835  |
| Saskatchewan          | 52,450  |
| Alberta               | 96,870  |
| British Columbia      | 69,475  |
| Yukon                 | 845     |
| Northwest Territories | 3,250   |
| Nunavut               | 135     |

Métis have faced a disproportionate amount of challenges when it comes to social, economic, health, employment and education indicators, although they generally fair better than First Nations and Inuit peoples when compared against these indicators. The Métis population is young compared to the non-Aboriginal population but is not as young as other Aboriginal populations (median age of Métis is 31 years, compared to the Canadian average of 40 years). Although university attainment has generally improved for Métis, there is still a gap when

compared to the non-Aboriginal population. Métis have the largest labour force participation (78.0%) and employment rate (71.2%), and lowest unemployment rate among the Aboriginal population aged 25-64 years (8.6%). Métis households are almost twice as likely to require major repairs than non-Aboriginal households.<sup>12</sup>

In terms of health, Métis adults have a 57.4% survival rate to age 75, compared to the overall population of 71.4% (between 1991-2006).<sup>13</sup> Aboriginal peoples experience a disproportionate amount of disease when compared to non-Aboriginal Canadians. Similar to non-Aboriginal adults, the largest losses of potential years of life among Métis and non-status Indian were due to chronic diseases such as cancer and cardiovascular disease. Injuries were a major contributor to disparities in premature mortality as were alcohol and drug-related deaths among Métis and non-status Indians.<sup>14</sup> One Ontario report found that there were increased risks for cancer among the Ontario Métis population and highlighted the need for culturally sensitive approaches to prevention.<sup>15</sup> Similarly, in 2010 the Manitoba Centre for Health Policy, in collaboration with MMF, released a comprehensive health profile of Métis in Manitoba which supports the observation of a gap in core health statistics between the Métis and non-Métis population in Manitoba.<sup>16</sup>

<sup>11</sup> Statistics Canada, 2011 National Household Survey Profile, 2011 National Household Survey, Statistics Canada Catalogue no. 99-004-XWE, Ottawa, Released September 11, 2013.

<sup>12</sup> Statistics Canada, 2011 National Household Survey, 99-011-X2011056, 2011222(1), 1991-2001.

<sup>13</sup> Statistics Canada, Table 109-5402, Probability of survival: at various ages by population and sex, Canada, occasional CANSIM.

<sup>14</sup> Statistics Canada, Health Reports 22(1), 1991-2001.

<sup>15</sup> Métis Nation of Ontario and Cancer Care Ontario, *Cancer in the Métis People of Ontario: Risk Factors and Screening Behaviours* (Ottawa, 2015).

<sup>16</sup> Manitoba Centre for Health Policy and Manitoba Métis Federation, *Profile of Métis Health Status and Health Care Utilization in Manitoba: A Population-Based Study*, (Winnipeg: June 2010).

## History of Métis<sup>17</sup>

The Métis story begins in the late 17th /early 18th century when European explorers passed through what is now Canada. The lands were claimed by England which granted to the Hudson's Bay Company control over a large territory called Rupert's Land, occupied by First Nations and Inuit. However, as European influence and presence developed so too did a new Aboriginal peoples with a distinct culture — the Métis, who arose from "early unions between European adventurers and Aboriginal women."<sup>18</sup>

A key and central event in Métis and Canadian history was the Red River Resistance of 1869–70 resulting from Métis resistance to the fur trade policies of the Hudson's Bay Company and the land settlement policies of Canada. Together, these policies were seen as a threat to the Métis and their way of life. Following the Red River Resistance, the Métis, led by Louis Riel, participated in the negotiation of the *Manitoba Act, 1870*,<sup>19</sup> which brought Manitoba into Confederation as a province of Canada.

The *Manitoba Act, 1870* contained provisions for a land base and governance for Métis at Red River, including a 1.4 million acre land grant to the children of the Métis in section 31 thereof. It is this provision, section 31 of the *Manitoba Act, 1870*, that was ultimately central to the declaration issued by the SCC against Canada flowing from the MMF Decision, discussed further below.

The SCC summarized these events in the MMF Decision as follows:

The surveyors were met with armed resistance, led by a French-speaking Métis, Louis Riel. On November 2, 1869, Canada's proposed Lieutenant Governor of the new territory, William McDougall, was turned back by a mounted French Métis patrol. On the same day, a group of Métis, including Riel, seized Upper Fort Garry (now downtown Winnipeg), the Settlement's principle fortification. Riel called together 12 representatives of the English-speaking parishes and 12 representatives of the French-speaking Métis parishes, known as the "Convention of 24". At their second meeting, he announced the French Métis intended to form a provisional government, and asked for the support of the English. The English representatives asked for time to confer with the people of their parishes. The meeting was adjourned until December 1, 1869.

When the meeting reconvened, they were confronted with a proclamation made earlier that day by McDougall that the region was under the control of Canada. The group rejected the claim. The French Métis drafted a list of demands that Canada must satisfy before the Red River settlers would accept Canadian control.

The Canadian government adopted a conciliatory course. It invited a delegation of "at least two residents" to Ottawa to present the demands of the settlers and confer with Parliament. The provisional government responded by delegating a priest, Father Ritchot, a judge, Judge Black, and a local businessman named Alfred Scott to go to Ottawa. The delegates — none of whom were Métis, although Riel nominated them — set out for Ottawa on March 24, 1870. [...]

<sup>17</sup> I note the Report of the Standing Senate Committee on Aboriginal Peoples entitled "The People Who Own Themselves: Recognition of Métis Identity in Canada", (Ottawa: Senate of Canada, June 2015) and its summary of Métis history. I also note that many of the themes discussed in the Standing Committee's Report are similar to the issues raised with me by Métis governments, institutions and organizations. See also *Métis in Canada: History, Identity, Law & Politics*, C. Adams, G. Dahl, and J. Peach (eds.), (Edmonton: The University of Alberta Press, 2015).

<sup>18</sup> MMF Decision, at para. 21. See also *Cunningham* at para. 5.

<sup>19</sup> *Manitoba Act, 1870*, S.C. 1870, reprinted R.S.C. 1985, App. II, No. 8.

The delegates arrived in Ottawa on April 11, 1870. They met and negotiated with Prime Minister Macdonald and the Minister of Militia and Defence, George-Étienne Cartier. The negotiations were part of a larger set of negotiations on the terms on which Manitoba would enter Canada as a province. It emerged that Canada wanted to retain ownership of public lands in the new province. This led to the idea of providing land for Métis children. The parties settled on a grant to Métis children of 1.4 million acres of land (s. 31) and recognition of existing landholdings (s. 32). Parliament, after vigorous debate and the failure of a motion to delete the section providing the children's grant, passed the *Manitoba Act* on May 10, 1870.<sup>20</sup>

However, Canada failed to live up to its end of the agreement and Riel led a resistance movement to have the rights of Métis respected. Tensions between Métis and Canada increased and ultimately led to armed conflict between Canada and Métis, led by Gabriel Dumont and Louis Riel, beginning at Duck Lake, Saskatchewan in March 1885 and ending in the Battle of Batoche in May 1885. As a result, Louis Riel was hanged for treason on November 16, 1885.<sup>21</sup>

Section 125 of the *Dominion Lands Act* amendment of 1879 provided for land to be granted to Métis to satisfy claims "in connection with the extinguishment of the Indian title, [...] outside the limits of Manitoba."<sup>22</sup> This resulted in the establishment of the first scrip commission in 1885 designated to settle Métis land claims in the then North-West Territories, outside the boundaries of the so-called original postage stamp province of Manitoba. Scrip involved the federal government offering land or money in voucher form to extinguish any outstanding Métis claims. Land allotments were offered to Métis in the form of 160 or 240 acre parcels, but with no specific parcels of land specified. What resulted from the scrip policy was a process that was complex and replete with fraud, abuses, and delays.<sup>23</sup> In short, the scrip policy was largely unsuccessful in bringing economic and social benefits to Métis. The SCC referred to the history of scrip speculation and devaluation as "a sorry chapter in our nation's history."<sup>24</sup>

From this historical point moving forward, Métis in different parts of Canada dealt with the lack of a centralized government policy approach toward them through a variety of means from Alberta instituting provincial legislation to establish the Métis settlements to no apparent or express policy approach by Canada for many years. It is important to note that there was a lack of any material legislative base to deal with Métis peoples, unlike First Nations for example who were, and remain in part, subject to the *Indian Act*<sup>25</sup> and earlier iterations of that legislation to form a basis of engagement with Canada and the provinces.

20. MMF Decision, paras. 26–28, 30.

21. In 1992 the House of Commons (Resolution to Recognize the Historic Role of Louis Riel, House of Commons and Senate of Canada, March 10, 1992) and the Manitoba Legislative Assembly (Resolution to Recognize the Historic Role of Louis Riel as a Founder of Manitoba, Manitoba Legislative Assembly, May 1992) passed resolutions honouring the contributions of Louis Riel. The House of Commons resolution stated "This [this House] recognize the unique and historic role of Louis Riel as a founder of Manitoba and his contribution in the development of Confederation, and that this House support by its actions the true attainment, both in principle and practice, of the constitutional rights of the Métis people." See Jean Teillet, *Métis Law in Canada* (Vancouver: Pope Salter Teillet, 2015), 8–9.

22. *An Act to amend and consolidate several Acts respecting Public Lands of the Dominion*, S.C. 1879, c. 21, § 125: "To satisfy any claims existing in connection with the extinguishment of the Indian title preferred by half-breeds resident in the North-West territories outside the limits of Manitoba, [...] by granting lands to such persons, to such extent and on such terms and conditions, as may be expedient."

23. See generally J. Weinstein, *Quiet Revolution West: The Rebirth of Métis Nationalism*, (Markham, ON: Fifth House Ltd., 2007), see in particular pages 1–92. On the issue of fraud and scrip, see for example F. Tough and K. Dimmer, "Dispossession by the Market on the Frontier of Property Systems: Case Studies of the Individualization of the Maori Land Court, Indian Reservation Allotment and Métis Scrip", in C. Lloyd, J. Metzger et al. (eds.), *Settler Economies in World History*, (Bristol 2015), at pp. 224–242.

24. *R. v. Blais*, [2005] 2 S.C.R. 235, 2005 SCC 44, at para. 34 (Blais).

25. *Indian Act*, R.S.C. 1985, c. I-5.

The enactment of Section 35 in 1982 brought about a fundamental change to Canada's legal system and how it addressed Aboriginal and treaty rights. Prior to 1982, Aboriginal and treaty rights could be unilaterally modified or extinguished by the federal Crown. After 1982 existing Aboriginal and treaty rights received the protection of the Constitution of Canada and Métis peoples and their existing Section 35 rights were included therein. Inclusion of Métis in Section 35 accorded Métis a distinct place in the constitutional framework of Canada as an "Aboriginal peoples" within the meaning of the Constitution of Canada. The SCC stated in *Cunningham*:

Governments slowly awoke to this legal lacuna. ...The landscape shifted dramatically in 1982, with the passage of the *Constitution Act, 1982*. Section 35 of the *Constitution Act, 1982* entrenched existing Aboriginal and treaty rights and recognized three Aboriginal groups — Indians, Inuit and Métis. For the first time, the Métis were acknowledged as a distinct rights-holding group. [...]

***The constitutional amendments of 1982 [...] signal that the time has finally come for recognition of the Métis as a unique and distinct people.***<sup>26</sup> [Emphasis added.]

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<sup>26</sup> *Cunningham*, at paras. 8, 15 and 70.





**Métis and  
Section 35**

# Métis and Section 35

## Introduction

In order for the reconciliation processes contemplated by the Mandate to have meaning and applicability, there must be a common understanding of Métis representation and identity within the meaning of Section 35 and related tenets of existing Canadian law regarding Métis.

During the course of the engagement process numerous instances of a gap in knowledge about the existing status of Métis and their rights under Canadian law were observed, within the federal system generally and among some of the provinces with whom I met.

For example, a few individuals noted the misconception that treaty rights “trump” Métis rights, even though there is *no* law that supports, and existing law contradicts, this proposition. I also heard the misconception that if provinces carry out Crown-related consultation with provincially-created public governments, for example the northern public-government communities in Manitoba, within which there may be Section 35 Métis rights holders, rather than clearly identifiable Métis rights holders in the same geographic vicinity, the Crown’s duty to consult is fully satisfied. There is *no* case law that stands for the proposition that consultation with a form of public government necessarily equates to consultation with Section 35 rights holders.<sup>27</sup>

Also heard was a suggestion that there is some form of hierarchy of rights within Section 35, e.g. the rights of First Nations supercede the rights of Métis, even though there is *no* law supporting this proposition.

In order for reconciliation to be meaningful, and in order for Canada to pursue a Section 35 Métis rights framework and process relating to the MMF Decision, representatives of the Crown must have a basic knowledge of Métis issues and Section 35 Métis rights. There is a clear need for education within INAC and Canada more generally, along with a number of provincial governments with whom I met, on Métis-related law and is essential in order for Canada to carry out the processes contemplated by the Mandate effectively.

## Recommendation No. 1

*It is recommended that Canada immediately establish a program(s) to educate federal employees involved with Aboriginal-related matters about the history of Métis, Métis contributions to Canada, existing federal initiatives relating to Métis, Métis culture and traditions, and Canadian law relating to Métis and their Section 35 rights.*

<sup>27</sup> See discussion of the Crown’s duty to consult at pages 16, 30–31. Note also para. 72 of the MMF Decision wherein the SCC noted that the honour of the Crown will not “be engaged by a constitutional obligation owed to a group partially composed of Aboriginal peoples.”

## Métis Representation and Identity

By its very nature, a Section 35 Métis rights framework must conform to, and be consistent with, Canadian law. This means that the test for establishing who is Métis for the purposes of Section 35 set out by the SCC in 2003 in *R. v. Powley*<sup>28</sup> should play a **dominant role** in the development and implementation of any such framework. As such, **Powley must be the starting point for any Section 35 Métis rights framework.**

What this means practically is that while the **process of engagement** that Canada follows to establish a Section 35 Métis rights framework should be broad and flexible, it should not be confused with the actual **application** of any Section 35 Métis rights framework which should be focused on, as the phrase suggests, Métis that come within the meaning of Section 35 and the test set out by the SCC in *Powley*.

Some of the individuals and organizations involved in the engagement process may have a very difficult, if not impossible, task of meeting the standard set out in *Powley* to be Métis for

the purposes of Section 35. This is obviously a sensitive issue and one which Canada and the provinces should consider, from a **policy** perspective. However, for the purposes of the Mandate the focus is on Section 35 and those individuals falling within the legal meaning of “Métis” within the parameters of Section 35.

Métis are represented by a variety of governments and organizations across Canada. The Métis National Council (MNC) is the representative body mandated by the MNC’s governing members to represent their interests nationally. The MNC’s governing members are the Métis Nation of British Columbia (MNBC), Métis Nation of Alberta (MNA), Métis Nation-Saskatchewan (MNS), Manitoba Métis Federation (MMF) and the Métis Nation of Ontario (MNO) (together the Governing Members), who represent the interests of their members in their respective jurisdictions. There is also the Métis Settlement Councils and the Métis Settlements General Council in Alberta, the Northwest Territory Métis Nation, and the North Slave Métis Alliance.

Beyond these Métis governments and organizations, there are other local communities and national and provincial organizations that assert representation of Métis interests including the Indigenous Peoples’ Assembly of Canada (formerly the Congress of Aboriginal Peoples), Métis Federation of Canada, and the Canadian Métis Council – Intertribal, among others, some of whom are discussed further below. Also see Appendix B which lists those Métis governments, institutions and organizations with whom I met or from whom I received submissions.

This Report uses the term “government” as meaning the system by which a community is governed.<sup>29</sup> For Métis communities this takes at least two forms: (a) more traditional geographic governments like the Métis Settlements in Alberta, and (b) governments that have the legal authority to represent their constituents/communities interests and, in particular, their Section 35 rights. For some Métis, their communities may

<sup>28</sup> *R. v. Powley*, [2003] 2 S.C.R. 207, 2005 SCC 45 (*Powley*), at paras. 31–33 the SCC stated: “First, the claimant must self-identify as a member of a Métis community. This self-identification should not be of recent vintage. While an individual’s self-identification need not be static or immutable, claims that are made isolatedly in order to benefit from a s. 35 right will not satisfy the self-identification requirement. Second, the claimant must present evidence of an ancestral connection to an historic Métis community. This objective requirement ensures that beneficiaries of s. 35 rights have a real link to the historic community whose practices ground the right being claimed. We would not require a minimum “blood quantum”, but we would require some proof that the claimant’s ancestors belonged to the historic Métis community by birth, adoption, or other means [...]. Third, the claimant must demonstrate that he or she is accepted by the modern community whose continuity with the historic community provides the legal foundation for the right being claimed. Membership in a Métis political organization may be relevant to the question of community acceptance, but it is not sufficient. In the absence of a contextual understanding of the membership requirements of the organization and its role in the Métis community, the mere fact of community acceptance is past and ongoing participation in a shared culture, in the customs and traditions that constitute a Métis community’s identity and distinguish it from other groups. [...] The range of acceptable forms of evidence does not attenuate the need for an objective demonstration of a solid bond of past and present mutual identification and recognition of common belonging between the claimant and other members of the rights-bearing community. [Emphasis in original.]”

<sup>29</sup> *Oxford Dictionary of English*, Third Edition, (Oxford: Oxford University Press, 2010), 757.

very well exist within existing publicly-governed communities, but that should make them no less able to have the ability to govern in respect of their unique Métis heritage and Section 35 rights. Of course, in the case of the latter, there must be a clear authorization from the Métis government or Métis individual(s) to so authorize its/their representation by another.<sup>30</sup> Absent this express legal authorization from the collective or individual Section 35 rights' holders, the entity or organization may be a representative body reflecting broader political or other aspirations and positions of Métis but not necessarily empowered to represent Métis for the purposes of Section 35 rights' matters. It is essential that those Métis governments and organizations holding themselves out as appropriate representative bodies for their Métis constituents, be appropriately and transparently mandated to represent such Section 35 Métis interests.

An example of a Métis government being duly authorized by its members can be found in how the Métis Nation of Ontario (MNO) was established and functions. In 1993, Ontario Métis established the MNO to be their representative governance structure provincially to advance Métis rights and claims. At the same time, the MNO created a Secretariat, incorporated under Ontario's not-for-profit corporation legislation, to act as its legal and administrative arm. In the MNO Secretariat's Bylaws, individual Métis applying for citizenship voluntarily mandate the MNO to be their "representative body" for the purposes of advancing Métis rights, claims and interests, which are collective in nature. Through the MNO's centralized and standardized registration processes, these individuals are verified as Métis rights-holders consistent with Powley. In December 2015, the Legislature of

Ontario passed the *Métis Nation of Ontario Secretariat Act, 2015*,<sup>31</sup> which expressly recognizes that the MNO was created to represent its registered citizens, and the Métis communities comprised of those citizens, with respect to their collective rights, interests and aspirations.

I heard concerns from within INAC that, with the exception of the Métis Settlements in Alberta, the other forms of Métis governance such as those found in the Governing Members do not necessarily fall within the typical range of governance examples seen elsewhere in Canada, e.g. land-based, clear geographic parameters to governmental authority. While non-land based forms of governance are different, that does not mean they are illegitimate or that they can or should be ignored. The federal inherent right of self-government policy contemplates non-land based forms of governance. Rather, different forms of governance are not only practical but represent an *opportunity* for Canada to engage and not to be bound by past historical models of governance.

Embracing new or modified forms of governance, provided, of course, that they are democratic, representative and transparent, among other factors, reflects the current realities in the representation of Métis, particularly given their focus on regional representation as evidenced by the Governing Members. The types of functions such governments could perform, outside of a more traditional land-based model, include, Section 35 rights and related consultation representation, protection and maintenance of Métis culture and heritage, Métis-specific programs and services that enhance existing programs and services, management of Section 35 rights such as a right to hunt (e.g. maintenance and operation of Métis-hunting regimes, such as those operated by the MNO and MMF), operation of objectively verifiable Métis registries, and overall democratic political representation regarding Métis-specific political interests.

<sup>30</sup> For the purpose of a Section 35 Métis rights framework, it is imperative that those governments or organizations asserting representation of Métis can demonstrate that they in fact represent Section 35 rights-bearing Métis peoples. In *Behn v. Meulon Contracting Ltd.*, [2013] 2 S.C.R. 229, 2013 SCC 16, at para. 30, the Supreme Court of Canada stated the following regarding who can represent Aboriginal peoples in the context of the Crown's duty to consult: "The duty to consult exists to protect the collective rights of Aboriginal peoples. For this reason, it is owed to the Aboriginal group that holds the s. 35 rights, which are collective in nature. [...] But an Aboriginal group can authorize an individual or an organization to represent it for the purpose of asserting its s. 35 rights".

<sup>31</sup> An Act to recognize the corporate structure of the Métis Nation of Ontario by enacting the *Métis Nation of Ontario Secretariat Act*, 2015, S.O. 2015, c. 39.

## Overview of Canadian Law relating to Métis

The existing Section 35 rights of Métis are recognized and affirmed in the *Constitution Act, 1982*. Métis Section 35 rights were first expressly confirmed by the SCC in *Powley* wherein the SCC established the legal test for determining who is Métis for the purposes of Section 35.

For the purpose of establishing a Section 35 right, the SCC held in *Powley* that Métis claimants must establish that they belong to an identifiable Métis community, defined as “a group of Métis with a distinctive collective identity, living together in the same geographic area and sharing a common way of life.”<sup>32</sup> The SCC went on to enumerate three factors that provide the indicia of Métis identity for the purpose of claiming Métis rights under Section 35: (a) self-identification as a member of the Métis community;<sup>33</sup> (b) evidence of an ancestral connection to an historic Métis community;<sup>34</sup> and (c) a demonstrated acceptance by a modern Métis community.<sup>35</sup>

The SCC emphasized the unique and distinct nature of Métis heritage and culture and, importantly, one that is *not* dependent upon First Nations’ culture and heritage:

*The term “Métis” in s. 35 does not encompass all individuals with mixed Indian and European heritage; rather, it refers to distinctive peoples who, in addition to their mixed ancestry, developed their own customs, way of life, and recognizable group identity separate from their Indian or Inuit and European forebears. Métis communities evolved and flourished prior to the entrenchment of European control, when the influence of European settlers and political institutions became pre-eminent.<sup>36</sup> [Emphasis added.]*

The SCC defined “Métis” coming within the meaning of Section 35 as follows:

<sup>32</sup> *Powley*, at para. 12.  
<sup>33</sup> *Ibid.*, at para. 31.  
<sup>34</sup> *Ibid.*, at para. 32.  
<sup>35</sup> *Ibid.*, at para. 33.  
<sup>36</sup> *Ibid.*, at para. 10.

We would not purport to enumerate the various Métis peoples that may exist. Because the Métis are explicitly included in s. 35, it is only necessary for our purposes to verify that the claimants belong to an identifiable Métis community with a sufficient degree of continuity and stability to support a site-specific aboriginal right. **A Métis community can be defined as a group of Métis with a distinctive collective identity, living together in the same geographic area and sharing a common way of life. [...] The Métis developed separate and distinct identities, not reducible to the mere fact of their mixed ancestry: “What distinguishes Métis people from everyone else is that they associate themselves with a culture that is distinctly Métis”** (RCAP Report, vol. 4, at p. 202).

In addition to demographic evidence, proof of shared customs, traditions, and a collective identity is required to demonstrate the existence of a Métis community that can support a claim to site-specific aboriginal rights. We recognize that different groups of Métis have often lacked political structures and have experienced shifts in their members’ self-identification. However, the existence of an identifiable Métis community must be demonstrated with some degree of continuity and stability in order to support a site-specific aboriginal rights claim. [Emphasis added.]<sup>37</sup>

Through a purposive analysis of Section 35,<sup>38</sup> and picking up from its 1997 decision in *R. v. Van der Peet*,<sup>39</sup> the SCC in *Powley* determined that the purpose of including Métis in Section 35 is different from the purpose of including First Nations/Indians and Inuit, in that the presence of Métis cannot be traced to pre-contact occupation of Canada. To account for this difference, the SCC modified the *Van der Peet* test as it applies to Métis claimants regarding the focus on pre-European contact practices, customs and traditions. The SCC in *Powley* confirmed that the general test for establishing Aboriginal rights under Section 35

<sup>37</sup> *Ibid.*, at paras. 12, 25.  
<sup>38</sup> See Footnote 55.  
<sup>39</sup> *R. v. Van der Peet*, [1996] 2 S.C.R. 507 (*Van der Peet*).

set out by the SCC in *Van der Peet* also applies to Métis Section 35 rights, with some modification as noted by the SCC:

Although s. 35 includes the Métis within its definition of “aboriginal peoples of Canada”, and thus seems to link their claims to those of other aboriginal peoples under the general heading of “aboriginal rights”, the history of the Métis, and the reasons underlying their inclusion in the protection given by s. 35, are quite distinct from those of other aboriginal peoples in Canada. As such, the manner in which the aboriginal rights of other aboriginal peoples are defined is not necessarily determinative of the manner in which the aboriginal rights of the Métis are defined. [...] The fact that, for other aboriginal peoples, the protection granted by s. 35 goes to the practices, customs and traditions of aboriginal peoples prior to contact, is not necessarily relevant to the answer which will be given to that question. It may, or it may not, be the case that the claims of the Métis are determined on the basis of the pre-contact practices, customs and traditions of their aboriginal ancestors; whether that is so must await determination in a case in which the issue arises.<sup>40</sup>

Court decisions throughout the Prairies and Ontario have confirmed the existence of Métis Section 35 rights.<sup>41</sup> While there is a dearth of case law that deals expressly with the nature and application of the Crown’s duty to consult Métis, there is no doubt that, at law, the Crown’s duty to consult Aboriginal peoples applies to Métis.<sup>42</sup> This conclusion is consistent with the SCC’s purposive approach to interpreting Section 35 generally. The SCC in *Powley* confirmed that

<sup>40</sup> *Ibid.*, at para. 67.

<sup>41</sup> For example, see *R. v. Goudon*, 2008 MBPC 39; *R. v. Lavoie*, 2005 SKPC 70; *R. v. Merin & Daignault*, [1996] 3 C.N.L.R. 197 (Sask P.C.), aff’d [1998] 1 C.N.L.R. 82 (Sask Q.B.); *R. v. Belhumeur*, 2007 SKPC 110; *R. v. Beer*, 2011 MBPC 82.

<sup>42</sup> The Northwest Territories Supreme Court acknowledged that the North Slave Métis Alliance was owed a duty to consult by the Government of the Northwest Territories in *Engle v. Mandeville*, 2013 NWTS 33; see also *R. v. Beer*, 2011 MBPC 82. See also *Behn v. Moulton Contracting Ltd.*, [2013] 2 S.C.R. 252, 2013 SCC 26, at para. 30 wherein the SCC stated that the duty to consult applies to “Aboriginal peoples”.

Métis rights and interests are recognized and affirmed based on a purposive interpretation of Section 35<sup>43</sup> and the SCC confirmed in *Haida* that the Crown’s duty to consult applies to Aboriginal peoples, which includes Métis.

### **Powley Analysis and Métis Registries**

An essential component for a Section 35 Métis rights framework is the development and maintenance of an objective and legally-sound registry of who is “Métis” for the purposes of Section 35, consistent with the analysis set out in *Powley*:

A central question posed to INAC and other federal, provincial and Métis representatives was: Is it in the public interest that Métis governments and institutions, acting in a reasonable, transparent and accountable manner, have sufficient capacity to determine who meets the criteria for the purposes of identifying Métis within the meaning of Section 35 and the test set out in *Powley*? Invariably the answer was yes, it is in the public interest to have Métis governments and institutions having objectively verifiable mechanisms and processes to determine Métis in accordance with Canadian law for the purposes of Section 35. Is what is presently being done conducive to this result?

Since 2004, Canada has provided funding to assist Métis governments and institutions to put in place objectively verifiable membership systems, consistent with *Powley* pursuant to its *Proactive Reconciliation and Management of Métis Aboriginal Rights*, otherwise known as the *Powley* initiative. Work has been ongoing to harmonize the respective registry systems by the Governing Members for example, including work with the Canadian Standards Association to develop a Métis Nation Registry Standard that sets out requirements and best practices. *Powley*-compliant Métis registries are active under the guidance of the Governing Members in Ontario, Manitoba, Saskatchewan, Alberta and British Columbia (Métis Registries). There

<sup>43</sup> *Powley*, at para. 15.

remains much work to be done to address the significant backlog of applications and research work in some jurisdictions. The costs associated with operating a professional and objectively verifiable Métis registry, producing individual applicants' genealogical records, procuring supporting documentation (including vital statistic or baptismal records) and the production of membership cards can be considerable given the magnitude of the exercise.

Other federal departments and agencies have accessed funds under the Powley Initiative to improve their outreach with Métis, including Parks Canada, the RCMP and Environment Canada – Canadian Wildlife Service.

While the Métis have generally appreciated the Powley Initiative and its funding, I heard repeatedly that this cannot be a one-time initiative and that **on-going, stable and predictable funding is required** to ensure that Métis registries flowing from the Powley Initiative can be maintained on a go-forward basis.

It is in the public interest that transparent, legally-correct and objectively verifiable Métis membership processes be supported in a manner that is predictable and long-term. In this respect I note the MNC-led sponsored Métis Archival Project at the University of Alberta which is compiling and analyzing critical historical documents relating to Métis scrip, genealogy and other matters of historical significance, all of which is critical to having credible and objectively verifiable Métis registries. This is the type of work that ultimately will serve the public interest, particularly given the importance of historical data to the requirements of the Powley analysis.

While the basis for the Indian Registry is different (pursuant to the *Indian Act*) it receives consistent long-term funding as part of an on-going program within INAC. The current funding and policy authorities for the Powley Initiative are presently secured for 2016-17. Likewise, the Powley Initiative should be made part of an on-going program so as to allow a degree of predictability and stability to the issue of Métis Section 35 rights entitlement and membership in accordance with the law set

out in *Powley*. Given that it is in the interests of both Canada and the provinces and territories that functional and accountable Métis registries be supported, Canada should not bear the sole burden of this important work. Canada should take the lead to engage with appropriate provinces and territories to determine the extent to which they can support this important exercise.

A number of provincial governments expressed their dissatisfaction with the *Powley* test and that they are of the view that there remains significant ambiguity as to who is "Métis" for the purposes of Section 35. While determining who is Métis for the purposes of Section 35 is not as straightforward as making an inquiry to the Indian Registrar, the SCC has set out the test for determining who is "Métis" for the purposes of Section 35 and governments are **bound to apply this law**. Simply because a task is difficult or challenging or may have some ambiguities around its edges, cannot be a reasonable reason for not addressing what is a constitutional imperative and an important matter of public policy.

In *Powley*, the SCC expressly acknowledged the need for a systematic approach to identifying Métis rights-holders as an **urgent priority**:

The development of a more systematic method of identifying Métis rights-holders for the purpose of enforcing hunting regulations **is an urgent priority**. That said, the difficulty of identifying members of the Métis community must not be exaggerated as a basis for defeating their rights under the Constitution of Canada.<sup>44</sup> [Emphasis added.]

To the extent that either public governments or Métis themselves disagree with, or object to, the analysis set out in *Powley*, this will in turn only cause further delay and dysfunction on the road to reconciliation. As the SCC noted in *Powley*:

While determining membership in the Métis community might not be as simple as verifying membership in, for example,

<sup>44</sup> *Powley*, at para. 49.

an Indian band, **this does not detract from the status of Métis people as full-fledged rights-bearers.** As Métis communities continue to organize themselves more formally and to assert their constitutional rights, **it is imperative that membership requirements become more standardized so that legitimate rights-holders can be identified.** In the meantime, courts faced with Métis claims will have to ascertain Métis identity on a case-by-case basis. The inquiry must take into account both the value of community self-definition, and the need for the process of identification to be objectively verifiable. In addition, the criteria for Métis identity under s. 35 must reflect the purpose of this constitutional guarantee: to recognize and affirm the rights of the Métis held by virtue of their direct relationship to this country's original inhabitants and by virtue of the continuity between their customs and traditions and those of their Métis predecessors. **This is not an insurmountable task.**<sup>45</sup> [Emphasis added.]

It is laudable that Canada initiated the Powley Initiative. It is now time to ensure that this "initiative" becomes part of the on-going provision of resources to ensure an objective and transparent Métis registry(ies) for the purposes of Section 35. **This work is essential to implementation of any meaningful Section 35 Métis rights framework because it goes to the core of who actually possesses such Section 35 rights.**

The provinces and territories, to the extent they have Métis Section 35 rights holders, should have the same interest as Canada in ensuring that an objectively verifiable registries be developed and maintained. This is key to legal reconciliation and Canada should not be the only government participating in resourcing this essential task.

**Recommendation No. 2**

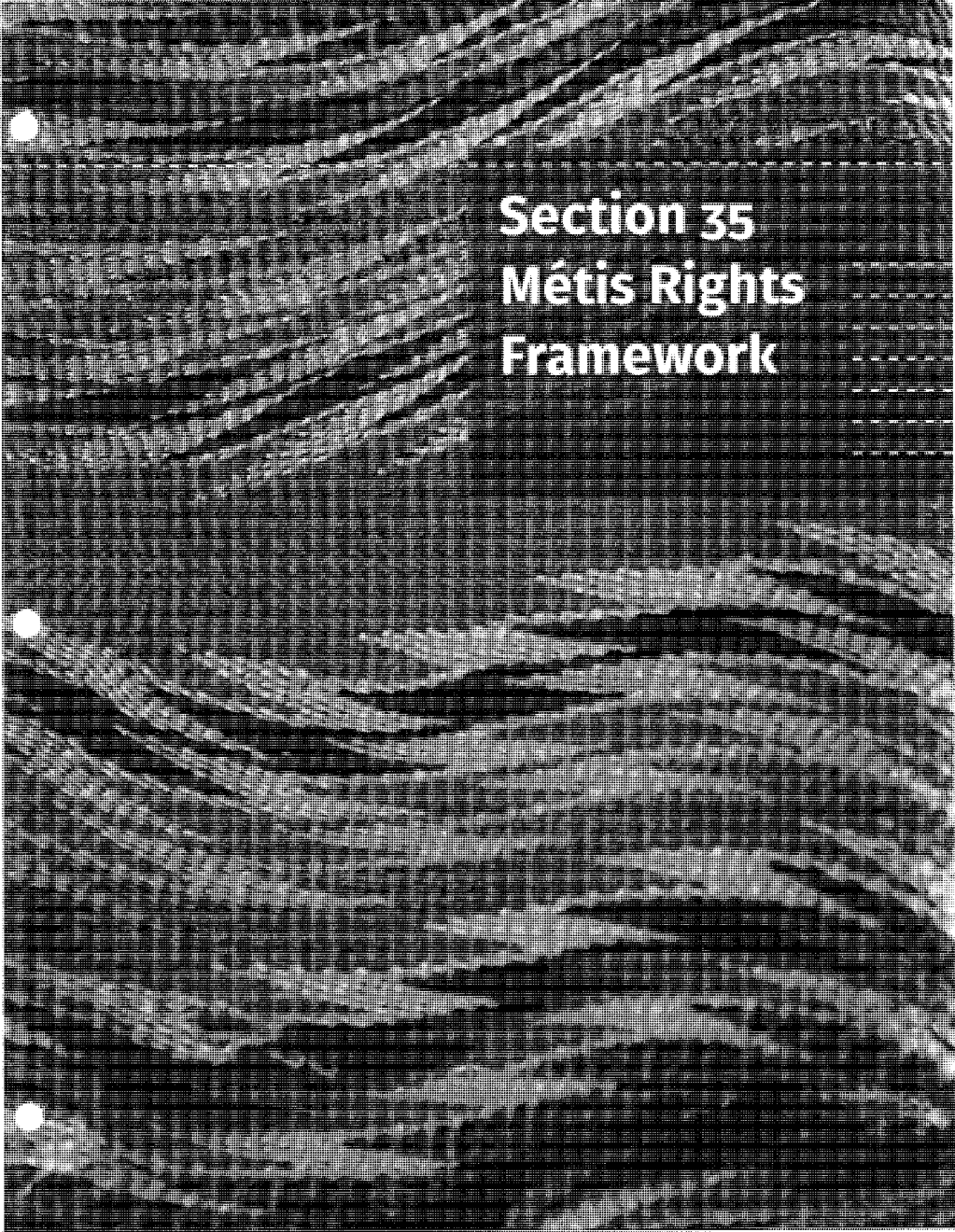
*It is recommended that Canada, in a timely manner, develop and implement a predictable, long-term and stable funding regime to support the ongoing operation of the Métis Registries (as defined) consistent with the Powley test set out by the Supreme Court of Canada.*

*It is also recommended that Canada take the lead in engaging with appropriate provinces and territories to determine the extent to which they can support the Métis Registries.*

*It is further recommended that Canada should continue to contribute to historical research data collection relating to Métis history to facilitate the identification of Métis within the meaning of Section 35.*

<sup>45</sup> Powley, at para. 29.





**Section 35  
Métis Rights  
Framework**

# Section 35 Métis Rights Framework

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## Introduction

During the engagement process comments were provided on Section 35 Métis rights and on what a process should include regarding Canada's development of a Section 35 Métis rights framework. In many of these discussions there was a wider array of other issues raised, some related to Section 35 Métis rights and some related to the concepts of the honour of the Crown and reconciliation more generally. I heard many submissions regarding the importance of maintaining and promoting Métis culture and traditions, including the preservation and enhancement of Michif, the unique Métis language. I also received many comments on the services, or lack thereof, currently provided by Canada and provinces to Métis, areas for improvement, and numerous examples of unrescued Métis claims and concerns.

Overall, three consistent themes emerged during the engagement process of importance to the development and implementation of a Section 35 Métis rights framework: (a) recognition of Métis rights, history and culture and Métis forms of governance, (b) relationships among Métis with Canada and the provinces and territories, (c) reconciliation. For the purposes of the following discussion I have organized what was heard and related discussion around these three themes. The following is a brief synopsis of what I heard, related observations, and, where appropriate, recommendations.

## What was Heard and Related Observations

The following discussion of the various jurisdictions in which I engaged is in no way intended to reflect every submission made during the engagement process, but rather is intended to provide a snapshot of the engagement process and some of the broader issues not otherwise raised in the Report dealing with the Section 35 Métis rights framework.

In Ontario I met with the Métis Nation of Ontario (MNO), the Government of Ontario, INAC's Ontario Regional Office, the Historic Saugeen Métis Nation, the Red Sky Independent Métis Nation, and the Métis Federation of Canada.

The MNO is made up of 29 Chartered Community Councils with the MNO being empowered by its citizens to represent their individual rights collectively in consultation-related matters, which provides an important platform from which to represent Métis-related issues on matters involving consultation. In December 2015 the Ontario Legislature passed legislation formally recognizing MNO.<sup>46</sup>

I observed a positive and constructive relationship between Ontario and the MNO. Ontario and the MNO signed a five year Framework Agreement on November 17, 2008 and subsequently signed a new Framework Agreement on April 17, 2014, for a five year term focused on advancing

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<sup>46</sup> An Act to recognize the corporate structure of the Métis Nation of Ontario by enacting the Métis Nation of Ontario Secretariat Act, 2015, S.O. 2015, c. 59.

reconciliation and other collaborative approaches. These agreements refer to working with Canada on Métis rights matters and related consultation issues together. Objectives flowing from this Framework Agreement include recognition and support for MNO's structures, operational capacity and financial management; recognition of, and support for, the distinct history, identity and culture of Métis and their contributions to Ontario; enhancement of the individual and communal well-being of Métis; and recognition and respect for Métis rights in Ontario consistent with the honour of the Crown. I note that Ontario regularly consults with MNO on an array of matters, including federal additions to reserve.

The MNO has a comprehensive Métis hunting policy which is coordinated with the July 2004 MNO-Ontario Interim Harvesting Agreement that sets out an arrangement between Ontario and MNO regarding the exercise of Métis harvesting rights. The Métis Voyageur Development Fund was established in 2012 and provides funding to Métis businesses, with \$30 million in total committed by Ontario. The MNO Métis Registry has a backlog of applications to be processed.

Significantly, Canada signed a consultation agreement with the MNO in July 2015. This agreement is the first of its kind with a Métis government and sets out a common set of principles and objectives by which the parties will operate regarding matters of mutual interest relating to consultation and establishes a clearer and more efficient process of consultation. Not only is this agreement important in its subject matter but also in its cooperative approach, which furthers the objectives of Métis recognition and reconciliation. Ontario provides a positive example of what can happen when willing partners (MNO, Canada and Ontario) work together to achieve outcomes where they have a common interest.

In Manitoba I met with the Manitoba Métis Federation (MMF) and received extensive briefings from many of its impressive institutions and agencies responsible for the delivery of health, education and social services, along with economic development institutions such as the Métis Economic Development Fund. The Fund

was established to provide capital to Métis entrepreneurs and businesses, with Manitoba committing \$10 million in total. I also met with the Louis Riel Capital Corporation which, in its 23 years of operation has advanced over \$32 million in loans to over 600 Métis businesses.

I met with the Louis Riel Institute which focuses on education and training for Métis in Manitoba. I also note the success of the Métis Employment and Training/Aboriginal Skills and Employment Training Strategy Agreement initiative. MMF has a detailed approach to Métis registration with its Central Registry Office but has a backlog of applications and needs additional and stable resources. The MMF has a comprehensive hunting policy. Manitoba (with a \$5.5 million commitment) and the MMF have recently partnered to build affordable homes for Métis families.

I also met with L'Union nationale Métisse de St-Joseph du Manitoba who have a long history of representing Métis matters, particularly focused on preserving and promoting Métis cultural awareness, including their more recent initiative of developing Parc Vermette within Winnipeg to celebrate Métis culture.

I met with the Government of Manitoba who outlined its September 2010 Manitoba Métis Policy (Manitoba Policy) which includes, in part, the following high-level principles:

- + The Métis were leaders in the creation of the Province of Manitoba.
- + The Métis are a distinct Aboriginal peoples in Manitoba with a unique history, culture and aspirations to be protected and nurtured while respecting diverse Métis needs and the common values shared by all Manitobans.
- + The MMF is a political representative of Métis people in Manitoba and represents in Manitoba the Métis who collectively refer to themselves as the Métis Nation.
- + The MMF and the Government of Manitoba are accountable to their respective constituencies and to each other.

- ✦ The MMF and Government of Manitoba will have the resources to meaningfully participate in their renewed relationship within the overall priorities of, and resources available to the Government of Manitoba.

The 2012 Memorandum of Understanding relating to the recognition by Manitoba of Métis harvesting rights over a defined territorial area is a significant accomplishment for Manitoba and the MMF. This agreement deserves special mention as it is a practical example of avoiding litigation and using agreements as a practical means to addressing and recognizing Métis rights and to promote reconciliation.

In Saskatchewan I met with the Métis Nation Saskatchewan (MNS) which is currently facing capacity and governance challenges and encourage Canada and Saskatchewan to offer assistance, as appropriate and reasonable, to assist Métis in Saskatchewan in resolving these challenges. I also met with Métis institutions and organizations including the Gabriel Dumont Institute and the Clarence Campeau Development Fund. Both of these organizations demonstrate that federal and provincial support in strong and credible Métis institutions are sound investments.

I met with the Government of Saskatchewan who explained its general approach to dealing with Métis issues, including its 2010 *First Nation and Métis Consultation Policy Framework*. Saskatchewan expressed its desire to work proactively with the MNS in a number of areas including socio-economic issues and Métis rights. In 2002, Saskatchewan proclaimed the *Métis Act* which committed Saskatchewan and MNS to work together on a number of issues of mutual importance.

In July 2015 I attended the Back to Batoche Days celebration and Métis gathering at Batoche, Saskatchewan. This event left a deep impression on me as it celebrated Métis history and culture, including fiddle music and jigging. I was particularly struck by how the celebrations began, first with a large Canadian flag appearing as a backdrop followed by the Canadian national anthem. Following the anthem there was a recognition of

the Métis veterans present, which was followed by the Métis anthem and flag. This celebration was a truly Métis-Canadian event and one that reflected the unique historical circumstances of Métis not only as distinct Aboriginal peoples but also as proud Canadians.

In Alberta I met with the Métis Nation of Alberta (MNA) and received a briefing on MNA's comprehensive Métis registration program. However, MNA stated that, like other Governing Members, it had a backlog of applications and could use additional and more stable and predictable long term funding to this important exercise. MNA also provided an extensive briefing on its well-developed health, education, social services and housing programs.

I met with Apeetogosan (Métis) Development Inc. (AMDI) which was established in 1984 with a capital commitment of \$8 million from Canada. Since 1988, AMDI has lent \$60 million to Métis entrepreneurs and has helped to create 1000 Métis-owned businesses in Alberta while still being able to add to its original capital base. I also met with the Rupertsland Institute, an affiliate of MNA, that provides important and demonstrably effective labour market services to Métis in Alberta.

Alberta is also home to the only Métis-dedicated and legislated land base in Canada: the eight Métis Settlements of Alberta (Buffalo Lake, East Prairie, Elizabeth, Fishing Lake, Gift Lake, Kikino, Paddle Prairie and Peavine) comprising approximately 1.3 million acres of land with a population of approximately 5,000 people. The unique history and settlement of Métis in Alberta enabled the negotiation of a legislative basis for the establishment of the Métis Settlements.

The Métis Settlements General Council is the political and administrative body representing the collective interests of the Métis Settlements.<sup>47</sup> In 2013 a long term funding arrangement was reached between the settlements and Alberta

<sup>47</sup> The Métis Settlements of Alberta were established by provincial legislation known as the *Métis Population Betterment Act* in 1928, and now governed by the *Métis Settlements Act*, R.S.A. 2000, c. M-14, and the *Métis Settlements Land Protection Act*, R.S.A. 2000, c. M-16, among other provincial statutes.

amounting to \$85 million over 10 years. The Settlement Investment Corporation has been a successful economic development entity for the Métis Settlements.

I met with the Métis Settlements General Council who stated that while they understand the unique role that Alberta has played in their establishment and funding, they also want a better relationship with Canada. They expressed a desire for their lands to be constitutionally protected and noted a number of unresolved claims relating to scrip, among other matters. They also raised concerns relating to the Cold Lake Air Weapons Range and its effects on traditional Métis related activities and rights such as hunting and trapping. In meetings with the Government of Alberta they explained to me their policy approach to dealing with Métis issues, and they focused much of the discussion on the Métis Settlements. Alberta took a significant leadership role in the early/mid-20th century with the establishment of the Métis Settlements.

The 2004 Interim Métis Harvesting Agreement (2004 Agreement) between Alberta and the MNA recognized the Métis right to harvest for food by members of the MNA at all times of the year on all unoccupied Crown lands throughout Alberta without a licence. In 2007 this agreement was terminated by Alberta and replaced unilaterally with a policy that recognized 17 Métis communities north of Edmonton to harvest generally within a 160 km radius of the community. The termination of the 2004 Agreement is a significant irritant for the Métis in Alberta. This in turn affects who Alberta consults with regarding potential adverse effects to Métis harvesting rights. Alberta, the MNA and the Métis Settlements General Council should discuss and attempt to resolve the termination of the 2004 Agreement so that the ultimate framework to manage Métis harvesting rights in Alberta is based on mutual agreement, as the 2004 Agreement contemplated.

I also met with the Aseniwuche Winewak Nation of Canada who also describe themselves as "Rocky Mountain people" who seek recognition as a unique Aboriginal group that includes Métis peoples.

In British Columbia I met with the Métis Nation British Columbia (MNBC) who provided an historical briefing of how Métis fit into the history of British Columbia. MNBC also provided a briefing on its Métis registry process and their need for additional and more stable resources. MNBC seeks a deeper relationship with Canada and trilateral discussions among MNBC, Canada and British Columbia to deal with matters such as self-government, funding, harvesting rights and programs and services. MNBC also stated that it would like to see British Columbia acknowledge the existence of Section 35 Métis rights in British Columbia.

I also met with the British Columbia Métis Federation and the Kelly Lake Métis Settlement, both of whom desire recognition as representing the interests of their respective members.

I met with the Government of British Columbia who expressed a desire to continue to work with MNBC and other Métis in British Columbia, but also stated clearly that they do not believe that there are Métis rights-bearing communities that would meet the criteria set out in *Powley*. Because of this position, British Columbia does not consult with Métis regarding assertions of Section 35 Métis rights.

MNBC and British Columbia signed a 2006 Métis Nation Relationship Accord which guides their relationship and focuses on practical socio-economic initiatives and not Métis rights-based matters, consistent with British Columbia's current position. The Memorandum of Understanding between MNBC and the Métis Commission for Children and Families of B.C. and the B.C. Ministry of Children and Family Development are both positive initiatives that demonstrate a cooperative relationship between Métis and British Columbia on practical issues.

In the Northwest Territories I met with the Northwest Territory Métis Nation (NWTMN) who focused their comments on their Land and Resource Agreement-in-Principle with the Governments of Canada

and the Northwest Territories.<sup>48</sup> The AIP was signed in July 2015 and deals with many matters including wildlife, fish, trees, plants, national parks, protected areas, subsurface resources, mineral royalty sharing and economic measures. A transfer of over 25,000 sq. kms of land is also contemplated by the AIP. The NWTMN is also a party to the NWT Land and Resources Devolution Agreement. The NWTMN expressed concerns regarding the lack of funding for membership and ratification processes and unresolved overlapping claims issues with First Nations. Views were expressed that a neutral third party could assist in furthering reconciliation between the parties. Views were also expressed that the AIP should ultimately be constitutionally protected so that Métis in the Northwest Territories were being treated equitably with First Nations and their respective agreements.

I also met with the Government of the Northwest Territories and INAC's Northwest Territories' Regional Office, both of whom appear to have a good working relationship with the Métis of the Northwest Territories. I received a submission from the North Slave Métis Alliance confirming their distinct membership and their desire for recognition of their rights and political organization.

I also spoke with and received submissions from individuals and groups from east of Ontario including the Sou'West Nova Métis Council (Nova Scotia). A number of groups I spoke with clearly identify as being "Aboriginal" and, in some cases, are clearly living a traditional Aboriginal lifestyle, but who also appear to have fallen through the cracks in terms of governments generally having a difficult time understanding where they fit on the spectrum of Aboriginal peoples and in respect of Section 35. In particular I note the Kelly Lake Métis Settlement and the Aseniwuche Winewak Nation of Canada.

I heard descriptions from some groups that describe themselves as including Métis members but also refer to themselves more generally as "Aboriginal". This is obviously a complex and

sensitive issue that governments will eventually need to address from a policy perspective, as suggested by the SCC in *Daniels*.<sup>49</sup> However, for the purpose of developing a Section 35 Métis rights framework, ***the legal tests established by the SCC for determining Section 35 Métis rights must be the starting point to develop and implement of any such framework.***

## Recognition

A consistent theme heard throughout the engagement process was the deep desire by Métis governments, institutions and organizations for increased recognition generally by Canada and INAC more specifically, and the provincial governments with whom they engage.

I heard numerous examples of how Métis felt that their history and culture as an Aboriginal peoples was either not known or misunderstood generally when dealing with Canada and the applicable provinces. The recognition that many Métis sought related to being recognized as a culturally distinct Section 35 rights-bearing peoples, having their forms of governance recognized as legitimate, and not being mixed in with a generic "Aboriginal" grouping. Other issues raised relating to recognition ranged from the broad, such as the possible establishment of a national Métis heritage and cultural centre, to specific, such as INAC policies regarding non-distinction-based programming (i.e. programming that is geared towards Aboriginal peoples generally and not specifically to Métis).

Many comments were made regarding the issue of Métis access to federal policies, programs and services. While not strictly within the parameters of a Section 35 Métis rights framework, equitable and fair access to programs and services by Métis is a matter directly relevant to reconciliation and the honour of the Crown and, in turn, related to Section 35.

Presently, Métis have access to provincial services, which many First Nations peoples, particularly

<sup>48</sup> I note that this agreement is being negotiated on the basis of Dene ancestry rather than Métis-specific ancestry or the application of the criteria set out in *Powley*.

<sup>49</sup> *Daniels*, at para. 15.

those living on reserves, do not. A number of Métis representatives stated that they did not want to be treated like First Nations. A consistent message from Métis was wanting "a hand up, not a hand out". This means that Métis want Canada to play a larger role in the reality of Métis peoples as a rights-bearing Aboriginal peoples under Section 35 and to provide *equitable* treatment to Métis peoples under the framework of reconciliation and the honour of the Crown.

While there are positive examples of Métis accessing existing programs and services within INAC, Parks Canada, Canadian Heritage, and others, many of these programs are non-distinction based and not specifically designed or designated for Métis-related purposes, and ultimately not objectives expressly associated to reconcile with Métis. ***It is in the best interests of Canada that it designate programs and services, or parts thereof, as may be appropriate, as Métis-specific so as to be able to track success on the road to reconciliation with Métis peoples and treat Métis as distinct Section 35 rights-bearing peoples.***

Presently, Métis access a very small proportion of Canada's resources set aside to deal with Aboriginal peoples, with almost the entire amount of such resources being devoted exclusively to First Nations and Inuit. For some Métis with whom I spoke, they feel like they are an after-thought in Canada's consideration of Aboriginal issues generally. Nevertheless, given that Métis make up approximately one-third of all Aboriginal peoples in Canada, any serious attempt at reconciliation with Métis by Canada must include a comprehensive review and re-calibration of federal programs and services to ensure that Métis are being materially and equitably considered and recognized.

A number of Métis representatives raised concerns regarding the Urban Aboriginal Strategy (UAS). Between 2007 and 2013, the UAS allocated \$58.45 million in funding to 908 projects in 15 cities, supporting the participation of urban Aboriginal peoples in the economy. The UAS has been funded through to the end of 2016/17 and is managed by the National Association of Friendship Centres (NAFC). The UAS has laudable objectives focused on the practical needs of Aboriginal peoples in

Canada's urban centres. The concerns raised were not directed towards the NAFC or indeed the services provided under the UAS. Rather, the concerns were related to the perception that Canada has referred to the UAS as a program benefitting Métis and involving Métis. The Métis with whom I met took great exception to this perception. They were careful not to be critical of the NAFC, but disagreed that the program should be seen as one focused on Métis issues, instead of more generic "Aboriginal urban" issues, of which Métis may be a component. There needs to be greater sensitivity to distinct needs and identity of Métis. It may be that the UAS is a valuable and important program initiative and one where Métis can and do add value, but it should not be held out as dealing expressly with the needs of Métis when the Métis fundamentally disagree with that proposition.

Overall, Métis view Canada's Aboriginal Skills and Employment Training Strategy (ASETS) (Métis-operated in Ontario, Manitoba, Saskatchewan, Alberta and British Columbia) and the Skills and Partnership Fund positively. However, funding levels for ASETS have not changed in 15 years despite significant population increases and inflation and there is a desperate need for increased funding to meet the need. A more Métis-specific approach to ASETS and for the fragmented approach to programs and services currently eligible to Métis is required. Canada's Budget 2016 commitment of \$15 million over two years to initiate a pilot project to enhance training and community needs could be a useful starting point to renew and enhance the ASETS program.

Many of the programs presently available to Métis offered by INAC and Canada are framed under a general "Aboriginal" framework. Indeed, in many instances the use of the terms "non-status" and "Métis" are used together as if there was an automatic connection between the two groups. These terms should **not** be used together and Métis representatives stated repeatedly that the mixing of these two peoples is offensive and underscores a fundamental misunderstanding or misinformation regarding the nature of Métis as a distinct Aboriginal peoples under Section 35. There is a demonstrated need to re-examine federal Aboriginal representative programs to

ensure the program objectives enable a distinct focus on Métis as a distinct Aboriginal peoples in Canada, rather than being grouped in to general "Aboriginal" programming.

This is an **opportunity** for Canada to re-examine how it is spending its resources and whether such expenditures are fulfilling the objectives of reconciliation. In no way is this to suggest that Métis should, or even want, to be treated the same as with First Nations on the issue of programs and services. It is about **equitable** treatment of Métis as one of three Aboriginal peoples in Canada and to which the honour of the Crown fully applies. Canada has an opportunity to play a leadership role nationally to ensure that Métis get the "hand up" which they seek, and is ultimately good for the country as a whole.

#### **Recommendation No. 3**

*It is recommended that Canada review its existing policies, programs and services dealing with, or available to, Aboriginal peoples, or any of them, to ensure that Métis peoples and Section 35 Métis rights, are expressly and distinctly considered and be cognizant that any new Aboriginal-related policies, programs and services consider and, where appropriate, address Métis and their Section 35 rights distinctly and equitably.*

#### **Relationships with Canada and the Provinces**

Another central theme that emerged from the engagement process was a deep desire by Métis to have a better relationship with Canada and with the provinces. For the purpose of developing a Section 35 Métis rights framework, respectful and transparent relationships among **all** of the parties is essential.

In 1985 Canada established the Office of the Federal Interlocutor for Métis and non-Status Indians (OFI) with key objectives including to bring attention to Métis rights within the federal system and act as a key liaison between Métis and Canada. In 2004 OFI was transferred to INAC in an effort

to broaden INAC's mandate beyond First Nations' and Inuit issues and to be more inclusive of all Aboriginal peoples under one department. INAC's name change in 2011 to Aboriginal Affairs and Northern Development Canada (from Indian Affairs and Northern Development) reflected the reality that INAC seeks to work with all of the Aboriginal peoples recognized by Section 35. In 2015 the name of INAC was changed again to its existing name Indigenous and Northern Affairs Canada. In 2012 INAC established a new branch (Aboriginal and External Relations) within the Policy and Strategic Direction sector to deal with relationships and funding agreements with Aboriginal representative organizations and is a focal point for Métis relations, along with relations with non-status Indians.<sup>50</sup> The Inuit Relations Secretariat deals with relations with Inuit within the Northern Affairs Organization Sector of INAC.

Métis and federal representatives repeatedly stated that the transition from OFI to INAC of responsibility for Métis-related matters did not go smoothly. Among many Métis was a sense that they fell between the cracks of INAC and, at times, have sensed an indifference to their issues. Given the minor role that Métis-specific programming presently plays and the over-whelming focus of INAC on First Nations and Inuit affairs, it is not at all surprising that INAC would struggle with a transition to becoming responsible for Métis matters, an issue that Canada has historically argued is not within Canada's legislative responsibility. Daniels has since clarified that Métis and non-status Indians fall within the legislative authority of Parliament under Section 91(24).

During the engagement process, INAC demonstrated a genuine willingness to consider Métis matters and explore ways to improve INAC's treatment of Métis-related issues. Métis-related issues need to be fully integrated into INAC's activities, programs and policies, as appropriate. Métis are distinct and they should not necessarily be treated the same as First Nations on reserve, but there needs to be a greater understanding and inclusion of Métis-distinct issues.

<sup>50</sup> The legal name of INAC remains the Department of Indian Affairs and Northern Development.



Within the federal system, INAC leads Métis issues which are exclusively managed from Headquarters in Ottawa, with the exception of INAC's Northwest Territories Regional Office. It was noteworthy that many of INAC's Regional Offices do not generally see Métis-related issues as a key part and, in some cases, any part of their day-to-day mandate. In speaking with a number of the Regional Offices, I was left with the impression that Métis-related issues were simply not part of their job, notwithstanding that INAC's name implies that all three enumerated Aboriginal peoples fall within their mandate. I heard frequently from Métis representatives that they wanted a working relationship with INAC's Regional Offices. I also heard from a number of the provinces that they too wanted a better relationship with INAC on Métis-related matters, including INAC's Regional Offices.

While there are invariably Métis issues of national scope, given the regional differences that exist generally in Canada, and specifically among Métis, it is essential that Canada have good on the ground relationships with Métis in the regions. This is in the public interest and will assist with the reconciliation process. To that end, Canada should ensure that its appropriate Regional Offices are provided the necessary tools and accountabilities to play a meaningful role in Canada's process for developing and implementing a Section 35 Métis rights framework.

**Recommendation No. 4**

*It is recommended that Canada ensure that INAC's Regional Offices have, as part of their mandate, responsibility for developing relationships with the appropriate Métis governments, institutions and organizations and provincial governments on Métis issues in their respective jurisdictions and ensure that INAC's Regional Offices are provided the necessary tools and accountabilities to play a meaningful role in Canada's development and implementation of a Section 35 Métis rights framework.*

MNC and a number of the Governing Members also expressed concern regarding the lack of a

dedicated office within INAC to deal with Canada's relationship with the Métis, including specifically dealing with their Section 35 rights and interests. INAC should ensure that there is a clearly identified senior office and senior official within INAC to deal exclusively with Métis-related matters on a whole-of-department basis and mandate.

**Recommendation No. 5**

*It is recommended that INAC ensure that there is a clearly identified senior office and senior official within INAC to deal exclusively with Métis-related matters with a whole-of-department mandate, including Métis Section 35 rights and interests.*

MNC also noted the frustration that it and its Governing Members and their respective institutions have with the present trend towards program-related funding rather than more block-type/government-to-government styled funding.

*In order for reconciliation to take hold and relationships to flourish, it is essential that Canada, and the provinces and territories as appropriate, have duly mandated, democratically elected and transparent Métis governments with whom to deal. Offering stable and predictable political and financial support to Métis governments is an important element of overall reconciliation, and should be considered as Canada progresses down the road of developing a Section 35 Métis rights framework. It is in all of our interests that Métis have distinct democratic representation as Section 35 rights-bearing peoples.*

Canada presently provides funding to the Governing Members, and the MNC and other institutions and organizations. The funding typically comes in the form of both core and project funding, with a trend in recent years to allocations being based on yearly applications and allocations for both forms of funding. There were many complaints and criticisms regarding this annual funding model, in terms of the processes being used to allocate funding, the focus of such allocations and the amounts being allocated. There was a strong desire expressed to move back to more "block-type" funding models — funding that at its

core has more flexibility and is more akin to a government-to-government relationship.

Even though the applications for funding are required prior to the fiscal year beginning, when such funding is finally approved (with such approval not occurring until the very fiscal year in which the funding was to flow), it is typically many months before funds would flow to the Métis government, institution or organization with some not receiving their funds until the end of the fiscal year in which the funding was to be applicable. Additionally, the restrictive nature of the funding and the overall lack of flexibility presents challenges to ensure that the funds were being used as efficiently and effectively as possible.

The uncertainty of funding on a year by year basis, the delays in receiving already approved funding, the onerous single-year application and approval processes, and lack of flexibility do not support or reward good governance. On the contrary, many of the governments and organizations engaged were in a state of not knowing from one year to the next whether they would be funded at all and, if so, to what extent, and even then continue to be unsure about when they would actually receive their funding. The public interest is not served by Métis governments and organizations not knowing with reasonable predictability if, and to what extent, they will be funded.

These comments are in no way to detract from the need for fully accountable and transparent use of public moneys. Institutions of governance or service delivery that are not stable or well-managed should not be treated the same as well-managed and transparent institutions of governance and service delivery. In order to move to a more flexible block funding arrangement, issues such as adequate capacity, appropriate financial and administrative controls and transparency must be in place and transparency and accountability between Métis governments and organizations and their respective constituents must be in place. This is an issue that some Métis governments and organizations will need to address. There is a gap between the objectives and goals of wanting

to develop positive working relationships and to further reconciliation and supporting good governance on the one hand, with the actual actions relating to how Métis governments and organizations have funding approved and received, on the other.

It is also in the public interest that reasonable, transparent, well-managed Métis governments, representative bodies and service delivery organizations be supported. It is in the public interest for Canada, and the provinces and territories as appropriate, to support stable, democratically elected Métis rights-based governments and institutions. However, how Canada presently provides funding is not always conducive to maintaining, encouraging and offering support to these governments and institutions, and can undermine the very purposes behind the funding.

Coherent, stable and credible Métis governance bodies to undertake Métis rights discussions with the Crown are necessary to move towards reconciliation and the lack of such good governance can be an impediment to implementing successfully any Section 35 Métis rights framework. It may be that in some jurisdictions there is more than one government or organization asserting representation of Métis interests. Of course these circumstances can be challenging but it does not mean or justify ignoring groups that may be *bona fide* representatives of a Section 35 Métis rights-bearing community. A case by case approach needs to be taken in these instances.

Finally, I note Canada's Budget 2016 commitment to provide an additional \$96 million over 5 years and \$10 million ongoing to Aboriginal representative organizations which could assist in promoting and enhancing Métis governance as discussed above.

**Recommendation No. 6**

*It is recommended that Canada review how it presently funds Métis governments, institutions and organizations and make such funding more stable, predictable, long-term and flexible and, in the case of Métis governments, consistent with a government-to-government relationship and the long term objective of supporting good governance.*

Another matter of relationships that was raised related to MNC's frustration with the lack of progress on implementing the renewed Métis Nation Protocol (originally signed in 2008, and extended for a further five year term in April 2013). The Protocol and its companion Governance and Financial Accountability Accord and the Métis Economic Development Accord (together the Protocol) cover an array of subjects including: economic development, Métis rights, governance, lands and resources, child and family services, housing, economic development, justice and policing, education and training. The Protocol contemplates both bilateral (among MNC and its Governing Members and Canada) and multilateral (adding the provinces from Ontario westward) discussions. The Protocol has the potential to be a significant instrument to improve relations between Canada and the MNC and its Governing Members and to further reconciliation. Canada should be clear with the MNC and its Governing Members regarding its willingness to implement and fund the Protocol and its companion accords, as appropriate. I note Canada's Budget 2016 Métis Nation Economic Development Strategy (\$25 million over 5 years to support Métis economic development).

**Recommendation No. 7**

*It is recommended that Canada discuss with MNC and its Governing Members the extent to which funding can be provided in a stable and timely manner to give effect to the Métis Nation Protocol and its companion Governance and Financial Accountability Accord and the Métis Economic Development Accord with MNC.*

Relationships among the Métis, the provinces and the Northwest Territories are also critical. In 2012 Canada disbanded the tripartite forums which provided a formal opportunity for federal/provincial/territorial/Métis dialogue to address a variety of issues including self-government discussions. The tripartite tables also provided leadership, expertise and capacity resources for the creation of several key provincial Métis institutions of governance, primarily because of the flexibility in approach to funding and the understanding that establishing and promoting capacity is an important aspect of the Crown-Métis relationship. Many of the present success stories relating to Métis governance, economic development and labour market initiatives, among others, can trace their roots back to the self-government devolved funding arrangements of the 1980s and early 1990s. Given the important role that the provinces and territories *must* play in meaningful reconciliation with Métis peoples, the need for this type of forum remains. I understand that Canada is in the process of re-instating tripartite tables in Ontario westward to British Columbia including involvement of Métis.

**Recommendation No. 8**

*It is recommended that Canada use multilateral forums as a mechanism to discuss Métis issues among the federal, provincial, territorial governments and Métis, as appropriate.*

**Reconciliation**

Throughout the engagement process the principle of reconciliation between Canada and Métis was raised as a pre-dominant objective of a Section 35 Métis rights framework. The principle of reconciliation is broad but simply put should be focused on settling past grievances with a plan to moving forward together collaboratively and in accordance with Canadian law. A Section 35 Métis rights framework can play an important role on the road to reconciliation.

Dealing with past legal claims and grievances is a central component to furthering reconciliation with Métis. The lack of existing processes and

structures to address Métis Section 35 rights claims and issues is apparent when discussing what is available presently to implement, by way of process, the MMF Decision's declaration against Canada, discussed further below. Absent clear direction, addressing Métis issues or claims outside of an express policy or framework cannot be expected or implied. INAC officials, while sometimes willing to take a flexible approach to policy interpretation, are reluctant to go beyond the clear parameters of their respective mandates, policies or procedures. Express policies relating to Métis claims and Section 35 rights-based issues are required to further reconciliation and clear dialogue.

Outside of litigation, Métis presently have no formal means to bring claims relating to Section 35 rights before Canada for consideration. The present Comprehensive Land Claims Policy deals with the issue of Aboriginal title that has not yet been addressed through treaty or other legal means. Likewise, the specific claims process is restricted to First Nations dealing with historical grievances relating to the fulfilment of treaties and the Crown's management of First Nations' reserve lands or other assets. The Special Claims Process has no established process for how Métis claims are to be addressed, thereby resulting in the need to seek specific Cabinet direction on a case-by-case basis. This adds a high degree of uncertainty, ambiguity, complexity and time, all without structure, as to whether such claims are viable for consideration.

Some of the examples provided of unresolved Métis claims (some federal and some provincial) include, the Métis land claim in North-West Saskatchewan, concerns regarding the Cold Lake Weapons Range and its effects on Métis harvesting activities, implementation of *Dominion Lands Act* related scrip commissions, Treaty 3 Adhesion, harm caused by the Federal Pasture Lands Policies where Métis communities in Manitoba and Saskatchewan were removed in the 1930s, and various claims against governments regarding the failure of the Crown to consult with Métis, among others. Addressing outstanding Métis claims is inextricably tied to a Section 35 Métis rights framework.

**Recommendation No. 9**

*It is recommended that Canada either amend its existing Comprehensive Land Claims and Specific Claims Policies, or develop a new policy, that expressly addresses Métis Section 35 rights claims and related issues, and that the basis for such amended policies or a new policy be founded on the legal principles of reconciliation and the honour of the Crown. It is also recommended that Canada should work with the appropriate provinces and territories to develop a joint process by which to address unresolved Métis Section 35 rights claims and related issues.*

Even though this Report is directed to Canada, those provinces and territories dealing with Métis issues should also consider adopting express policies and frameworks to deal with unresolved Section 35 Métis rights claims and related issues. Canada's leadership in developing a Section 35 Métis rights framework is commendable, but provincial and territorial leadership and initiative in this area is also **required** and, to the extent reasonably possible, Canada should be seeking to work together with the appropriate provinces and territories on consistent approaches to dealing with Métis Section 35 rights' matters.

Although Canada has an articulate consultation policy regarding Aboriginal peoples that expressly applies to Métis, it does not appear to be consistently applied to Métis.<sup>51</sup> Examples were provided to me of instances where Métis were, in some cases, not being consulted, including where lands being proposed for reserves could have an adverse effect on Métis Section 35 rights or interests. Depending on the region of Canada in which the addition to reserve was being contemplated, Métis were not being consulted.

While it can be difficult for governments to balance competing First Nation and Métis interests, difficulty by itself does not excuse

<sup>51</sup> Canada, Indigenous and Northern Affairs Canada, *Aboriginal Consultation and Accommodation: Updated Guidelines for Federal Officials to Fulfill the Duty to Consult*, March 2011, at p. 11.

the need to adhere to the honour of the Crown which demands a full implementation of the Crown's obligations to *all* Aboriginal peoples under Section 35.

Acting honourably is essential for the Crown in all its dealings with Aboriginal peoples and the implementation of the honour of the Crown must not be interpreted narrowly or technically.<sup>52</sup> Section 35 is to be interpreted using the "purposive approach" set out by the SCC<sup>53</sup> which also supports the application of the Crown's duty to consult Aboriginal peoples to Métis peoples. Any process aimed at achieving reconciliation with Métis must expressly deal with the principle of the honour of the Crown which, in part, manifests itself in the Crown's duty to consult Aboriginal peoples.

**Recommendation No. 10**

*It is recommended that Canada conduct a review of its policies and practices associated with the Crown's duty to consult Aboriginal peoples to ensure that such policies and practices are being fully implemented with respect to Métis in accordance with Canadian law.*

**Recommendation No. 11**

*It is recommended that Canada pursue consultation agreements, similar to the agreement signed with MNO, with the other Governing Members of the MNC and the Métis Settlements General Council, and Métis not otherwise represented by these governments as may be appropriate, to promote greater certainty relating to consultation and further the goal of reconciliation.*

52. *Tsui Hing First Nation v. British Columbia (Project Assessment Director)*, [2004] 3 S.C.R. 550, 2004 SCC 74, at para. 24.

53. The use of the purposive approach in Charter interpretation was endorsed in *R. v. Big M Drug Mart Ltd.*, [1985] 1 S.C.R. 295 at 344.

The meaning of a right or freedom guaranteed by the Charter [is] to be ascertained by an analysis of the purpose of such a guarantee, it [is] to be understood, in other words, in light of the interests it was meant to protect.

The SCC in *R. v. Sparrow*, [1990] 1 S.C.R. 1075, at 1106 held that "[t]he nature of s. 35(1) itself suggests that it be construed in a purposive way. When the purposes of the affirmation of aboriginal rights are considered, it is clear that a generous, liberal interpretation of the words in the constitutional provision is demanded."

Finally, on the issue of Métis membership and registries, a number of Métis Registries underscored the need to ensure that Métis applicants not also be on the Indian Registry, for obvious reasons. However, presently those Métis who are on the Indian Registry cannot have their names removed, even though they do not consider themselves to be "Indian" as that term is used in the *Indian Act*. INAC confirmed that under the present legal regime it is unable to remove a Métis person from the Indian Registry.

This policy must change. It is offensive for any Canadian not to be in control of how they are identified. In this case, Métis individuals cannot be placed on a Métis Registry until they are removed from the Indian Registry. Canada should immediately initiate the process to amend the *Indian Act* to allow those individuals who do not identify with being Indian as being able to have their names removed from the Indian Registry in an efficient manner.

**Recommendation No. 12**

*It is recommended that Canada immediately initiate the process to amend the Indian Act to allow those individuals who are Métis and who do not identify with being Indian as being able to have their names removed from the Indian Registry in an efficient manner.*

A number of the Métis Registries noted that they must check the Indian Registry as part of the Métis application procedure to ensure that a Métis applicant is not a registered Indian. Presently, checking for Métis applicants names on the Indian Registry is not part of the formal duties of Indian Registry officials. This has meant that practically when the Indian Registry is busy or has other pressing matters, the checking of Métis applicants on the Indian Registry is not a priority and has resulted in some instances in significant delays. INAC should review its procedures regarding requests from the Métis Registries to check for the names of Métis applicants to ensure a reasonable, timely and efficient approach to such requests.

**Recommendation No. 13**

*It is recommended that INAC review its procedures regarding requests from the Métis Registries to check for the names of Métis applicants to ensure a reasonable, timely and efficient approach to such requests.*

A key component to reconciliation is addressing matters of symbolic importance. One such example that struck me was in Batoche, Saskatchewan. While in Batoche attending the Back to Batoche Days celebration in July 2015, I also visited the mass gravesite of fallen Métis fighters of the North-West Resistance at the Batoche Historical Site which is an impressive and historically significant site. It is disturbing that Métis must pay an admittance fee to get into the very historical site where their ancestors perished defending their rights and way of life. This is something that Canada should correct.

**Recommendation No. 14**

*It is recommended that Canada change its policy that presently requires Métis to pay to enter the Batoche Historical Site.*

It is clear from the law to date that there is no hierarchy of Aboriginal rights within Section 35. Métis are a distinct Aboriginal peoples with equal but unique Aboriginal rights as other Section 35 Aboriginal peoples. There is no question that balancing rights *within* Section 35 is a challenging proposition. However, simply because something is challenging cannot be a reason for ignoring the rights of one peoples over another and is inconsistent with the honour of the Crown and Section 35 more generally.

During the course of the engagement process, it became clear that there is a need for Métis and First Nations' rights holders to reconcile their interests and rights and to assist the Crown in its burden of balancing competing interests in a fair, reasonable and transparent manner. If reconciliation is to be achieved, all parties, governments (federal, provincial and territorial), all Aboriginal peoples, and non-Aboriginal peoples must take ownership over their own actions and the ultimate goal of reconciliation.

This reality represents another *opportunity* for Canada to lead on the issue of reconciliation among Aboriginal peoples, and will be an important factor in the development and implementation of a Section 35 Métis rights framework given that reconciliation is the ultimate objective of the exercise. The provinces and territories also have a role to play in this important initiative. Central to such an initiative would be to provide the necessary tools for Aboriginal peoples to work out disputes *among them and by them*, ultimately benefitting all Canadians.

**Recommendation No. 15**

*It is recommended that Canada put in place resources, and explore possible mechanisms, to facilitate, in appropriate circumstances, mutual dialogue among all three Aboriginal peoples to further the objectives of reconciliation. It is also recommended that Canada invite provinces and territories to also participate in making such resources available and exploring possible mechanisms for reconciliation among Aboriginal peoples.*

A Section 35 Métis rights framework can be an important step along the broader road to reconciliation Canada desires with Métis under Section 35 and more generally.

**Section 35 Métis Rights Framework**

The majority of submissions received during the engagement process dealt with macro-Section 35 rights issues and dealt little with the actual process related to framing a federal Section 35 Métis rights framework. Submissions were made regarding the importance of harvesting rights (hunting, trapping, gathering, fishing), the Crown's duty to consult and its application to Métis, and the potential role of the United Nations Declaration on the Rights of Indigenous Peoples as providing a framework for future interactions between the Crown and Métis. On this last point, in terms of legally protecting within domestic law the rights of Indigenous peoples, Canada is among very few nation-states globally that have actually fettered the power of the state in their domestic constitutions to protect Indigenous

rights and, in the case of Canada, these protected rights include Métis rights. In this respect, Canada's constitutional and legal regime relating to the protection of Aboriginal and treaty rights at law is unique and unparalleled.

To assist Canada as part of its dialogue relating to a new framework for addressing Section 35 rights generally, Canada released *Renewing the Comprehensive Land Claims Policy: Towards a Framework for Addressing Section 35 Aboriginal Rights*.<sup>54</sup> Although dealing with Aboriginal rights generally and comprehensive claims, this document included basic principles relating to Section 35 generally. Canada's *Statement of Principles on the Federal Approach to Modern Treaty Implementation*<sup>55</sup> and the principles contained in that document is a helpful example of general principles that can be applied. In this respect, a document outlining general principles regarding Section 35 Métis rights and Canada's general approach would assist Canada and the Métis in their further discussions as Canada develops a Section 35 Métis rights framework. Of course, such a document would be interim as it ultimately should reflect, in part, what flows from Canada's engagement with Métis.

Such a discussion document could be used to initiate a discussion on governance issues of concern to both Canada and Métis, including what new or modified forms of governance could look like, how democratic, representative and transparent governments can be established, and how Métis governments could exist outside of more traditional land-based models. Also, issues such as how Métis governments can represent Section 35 Métis rights holders and related consultation representation, protection and maintenance of Métis culture and heritage, Métis-specific programs and services that enhance existing programs and services, management of Section 35 Métis rights, operation of Powley-compliant Métis registries and overall democratic political

representation regarding Métis-specific political interests, could all form the basis of a useful discussion among the appropriate representatives from Canada and the Métis.

The types of principles in such an interim document should be unassailable and fundamental in nature. The following principles are set out for consideration by Canada as part of its process to develop a Section 35 Métis rights framework:

- + Métis are a unique and distinct rights-bearing Aboriginal peoples and are one of three recognized Aboriginal peoples identified in Subsection 35(2) of the *Constitution Act, 1982* whose rights are recognized and affirmed in Section 35.
- + Métis rights are protected equally along with First Nations (Indian) and Inuit Section 35 rights.
- + Reconciliation with all three Aboriginal peoples is a fundamental objective of Section 35.
- + Reconciliation with, and among, Aboriginal peoples is a central component of Canadian nation-building and is an on-going process.
- + The Crown as a whole, federal and provincial, is accountable for its obligations to Métis as Section 35 rights-bearing Aboriginal peoples.
- + Consistent with the honour of the Crown and achieving meaningful reconciliation with Métis, Canada takes a whole-of-government approach to Métis Section 35 rights and related issues.
- + All governments, federal, provincial and territorial, must play a role in reconciliation with Métis peoples.
- + There is no hierarchy of Aboriginal rights within Section 35. Métis are a distinct Aboriginal peoples with equal but unique Aboriginal rights as other Section 35 Aboriginal peoples.
- + The constitutional principle of the honour of the Crown is a guiding principle for the Crown in its relationship with Métis peoples.

<sup>54</sup> Canada, Indigenous and Northern Affairs Canada, *Renewing the Comprehensive Land Claims Policy: Towards a Framework for Addressing Section 35 Aboriginal Rights*, (September 2014).

<sup>55</sup> Canada, Indigenous and Northern Affairs Canada, *Statement of Principles on the Federal Approach to Modern Treaty Implementation*, (July 2015).

- Canada recognizes the unique role that Métis peoples have played, and continue to play, in the development and creation of Canada.
- The Crown has a duty to consult and, where appropriate, accommodate Métis peoples when the Crown contemplates conduct that might adversely affect potential or established Section 35 rights.

Given the importance of reconciliation with Canada's Aboriginal peoples, Canada's engagement with Métis on a Section 35 Métis rights framework should be initiated as soon as reasonably possible.

### **Proposed Process**

The engagement process undertaken for the Mandate was intentionally broad so as to ensure a wide range of views were heard and considered. Any engagement by Canada towards a Section 35 Métis rights framework should also be broad and inclusive so as to ensure a full range of views are heard on any such framework. This means in practice of ensuring that engagement occurs beyond the Governing Members and the MNC and include Métis institutions and organizations that want to be heard. Additionally, this means broadening the invitation for engagement to include **all** organizations that purport to represent Métis, without determining whether they actually represent Métis coming within the meaning of Section 35.

The focus should be on a fair, broad and transparent engagement **process** that will lead to a Section 35 Métis rights framework, keeping in mind that the likely **application** of any such framework will be **narrower** assuming it is focused on Métis coming within the meaning of Section 35 and Powley. The process of engagement also need not take a singular form but rather be tailored as appropriate to meet the needs of Canada and the respective Métis government, organization or institution being engaged.

The governments, institutions, and organizations listed in Appendix B of this Report should be a starting point for invitations by Canada to engage on the development of a Section 35 Métis rights framework.

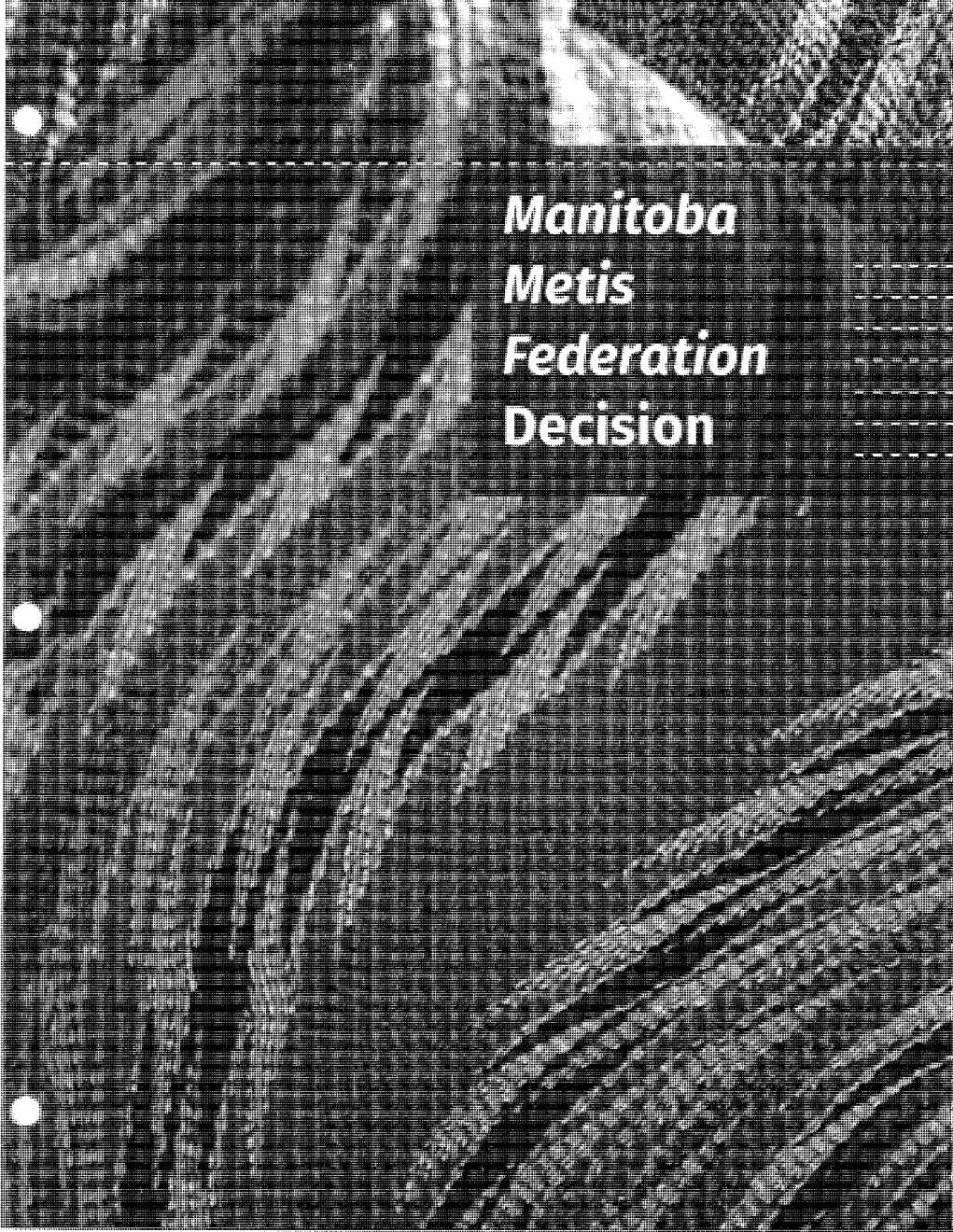
### **Recommendation No. 16**

*It is recommended that Canada, with INAC taking the lead role, engage with Métis on developing a Section 35 Métis rights framework in whatever form appropriate and should take a flexible approach to ensure a reasonable, transparent and broad engagement. The MNC and its Governing Members, along with the Métis Settlements and the Métis Settlements General Council should be core to any federal engagement on these matters.*

*It is also recommended that Canada invite participation from all those who hold themselves out as representing Métis to participate, including those Métis governments, institutions and organizations set out in Appendix B of this Report. Canada should also engage the provinces and territories on a Section 35 Métis rights framework and to seek to develop a cooperative and coordinated approach to Métis and their constitutionally protected rights.*

*It is further recommended that Canada develop a discussion document for its engagement with Métis regarding basic principles to initiate a discussion of a Section 35 Métis rights framework and consider the principles set out in the Report for inclusion in such discussion document. Canada should undertake its Section 35 Métis rights framework process as soon as possible.*





***Manitoba  
Metis  
Federation  
Decision***

# Manitoba Metis Federation Decision

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## Introduction

The Mandate also required a consideration of ways to advance reconciliation with Métis in Manitoba and more specifically in respect of the MMF Decision. The use of the term “reconciliation” is important in that it underscores a fundamental objective of Canada — doing that which is reasonable and consistent with the honour of the Crown to reconcile with Métis regarding the MMF Decision. This task means dealing directly with the declaration issued by the SCC in the MMF Decision which states: “That the federal Crown failed to implement the land grant provision set out in s. 31 of the *Manitoba Act, 1870* in accordance with the honour of the Crown.” (MMF Declaration)<sup>56</sup>

Before discussing what was heard during the engagement process from the MMF regarding the MMF Decision and the MMF Declaration, it is important to understand the fundamental tenets of the MMF Decision and its significance in Canadian law.

## MMF Decision

In 1981, the MMF sought a declaration that the lands they and their children were promised in section 31 of the *Manitoba Act, 1870* were not provided in accordance with the Crown’s special trust-like relationship with Aboriginal peoples. The Manitoba Court of Queen’s Bench held that although there were delays based on government errors and inaction to the allotment of land to Métis under section 31, this did not amount to a breach of the Crown’s fiduciary duty or to the honour of the Crown, and denied all aspects of the MMF’s claim.<sup>57</sup> On further appeal, the Manitoba Court of Appeal also refused to issue a declaration against the Crown.<sup>58</sup>

The SCC allowed an appeal by the MMF and granted a declaration confirming that Canada implemented section 31 of the *Manitoba Act, 1870* in a manner that breached the honour of the Crown: “That the federal Crown failed to implement the land grant provision set out in s. 31 of the *Manitoba Act, 1870* in accordance with the honour of the Crown.”<sup>59</sup>

The MMF Decision is a significant victory for the MMF and Métis elsewhere in Canada. It is also a significant decision in terms of the scope and protection offered by Section 35 and the principle of the honour of the Crown more generally to all Aboriginal peoples.

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<sup>56</sup> MMF Decision, at para. 154.

<sup>57</sup> 2007 MBQB 295.

<sup>58</sup> 2010 MBCA 71.

<sup>59</sup> MMF Decision, at para. 154.

Importantly, the SCC confirmed that the MMF was the appropriate body to bring forward the "collective Métis interest" regarding the claim.<sup>60</sup> The SCC found that the words of section 31 of the *Manitoba Act*, and the evidence presented, do not establish a pre-existing Métis Aboriginal title, and therefore, with respect to both sections 31 and 32 (dealing with the settlement of title for Métis and non-Métis) of the *Manitoba Act, 1870*, Canada was not under a fiduciary duty regarding the administration of the Métis children's lands and their allocation.<sup>61</sup>

The SCC confirmed that the record left no doubt that the honour of the Crown was engaged regarding the section 31 land rights and stated that such rights were a "solemn obligation" and "treaty-like" in nature.<sup>62</sup> Therefore, section 31 was a constitutional obligation to Métis, whereas section 32 was held not to engage the honour of the Crown because it was also available to non-Aboriginal peoples.<sup>63</sup> The SCC concluded that the Crown breached the honour of the Crown regarding the implementation of section 31 vis-à-vis Métis:

We conclude that, viewing the conduct of the Crown in its entirety and in the context of the situation, including the need for prompt implementation, the Crown acted with persistent inattention and failed to act diligently to achieve the purposes of the s. 31 grant. Canada's argument that, in some cases, the delay secured better prices for Métis who sold is undermined by evidence that many Métis sold potential interests for too little, and, in any event, it does not absolve the Crown of failure to act as its honour required. The delay in completing the s. 31 distribution was inconsistent with the behaviour demanded by the honour of the Crown.

The honour of the Crown did not demand that the grant lands be made inalienable. However, the facts on the ground, known to all, made it all the more important to complete the allotment without delay and, in the interim,

to advise Métis of what holdings they would receive. By 1874, in their recommendations as to how the allotment process should be carried out, both Codd and Lieutenant Governor Alexander Morris implicitly recognized that delay was encouraging sales at lower prices; nevertheless, allotment would not be complete for six more years. Until allotments were known and completed, delay inconsistent with the honour of the Crown was perpetuating a situation where children were receiving artificially diminished value for their land grants.

We conclude that the delayed issuance of scrip redeemable for significantly less land than was provided to the other recipients further demonstrates the persistent pattern of inattention inconsistent with the honour of the Crown that typified the s. 31 grants.

Given the finding at trial that the grant was intended to benefit the individual children, not establish a Métis land base, we accept that random selection within each parish was an acceptable way to distribute the land consistent with the purpose of the s. 31 obligation. This said, the delay in distributing land, and the consequential sales prior to patent, may well have made it more difficult for Métis to trade grants amongst themselves to achieve contiguous parcels.

*The s. 31 obligation made to the Métis is part of our Constitution and engages the honour of the Crown. The honour of the Crown required the Crown to interpret s. 31 in a purposive manner and to diligently pursue fulfillment of the purposes of the obligation. This was not done. The Métis were promised implementation of the s. 31 land grants in "the most effectual and equitable manner". Instead, the implementation was ineffectual and inequitable. This was not a matter of occasional negligence, but of repeated mistakes and inaction that persisted for more than a decade. A government sincerely intent on fulfilling the duty that its honour demanded could and should have done better. [Emphasis added.]<sup>64</sup>*

60 MMF Decision, at para. 44.

61 *Ibid.* at paras. 59, 64.

62 *Ibid.* at paras. 91, 92.

63 *Ibid.* at para. 95.

64 *Ibid.* at paras. 110, 117, 125, 127–128.

The honour of the Crown was invoked when implementing section 31 and the Crown did not meet its obligations in respect thereof. The SCC's reference that the Métis were seeking declaratory relief to assist them in "extra-judicial negotiations with the Crown in pursuit of the overarching constitutional goal of reconciliation"<sup>65</sup> is notable. The process Canada is seeking with the MMF flowing from the MMF Decision is bound up in the need for "extra-judicial negotiations", a theme the SCC has focused on in other decisions relating to Section 35 as being an important element of reconciliation.

The SCC also confirmed its role as a guardian of the Constitution and that reconciliation must weigh heavily in any interpretation regarding constitutional principles:

What is at issue is a constitutional grievance going back almost a century and a half. So long as the issue remains outstanding, the goal of reconciliation and constitutional harmony, recognized in s. 35 of the *Constitution Act, 1982* and underlying s. 31 of the *Manitoba Act*, remains unachieved. The ongoing rift in the national fabric that s. 31 was adopted to cure remains unremedied. **The unfinished business of reconciliation of the Métis people with Canadian sovereignty is a matter of national and constitutional import.** The courts are the guardians of the Constitution and, as in *Ravndahl and Kingstreet*, cannot be barred by mere statutes from issuing a declaration on a fundamental constitutional matter. **The principles of legality, constitutionality and the rule of law demand no less:** see *Reference re Secession of Quebec*, [1998] 2 S.C.R. 217, at para. 72. [Emphasis added.]<sup>66</sup>

**The MMF Declaration is directly tied to the "unfinished business of reconciliation" with the Métis and this is more than simply a political or constitutional imperative. It is ultimately founded in legal principles and the rule of law. This is the fundamental basis for Canada implementing the MMF Declaration and engage with the MMF on this matter.**

<sup>65</sup> *Ibid.* at para. 157.  
<sup>66</sup> *Ibid.* at para. 160.

## Discussion

The SCC stated that the claims made by Métis in the MMF Decision were collective in nature and not claims for individual relief. The SCC described the relief being sought as declaratory relief "for the purposes of reconciliation between the descendants of the Métis people of the Red River Valley and Canada."<sup>67</sup> The claim made was collective in nature and the SCC stated that the collective claim "merits allowing **the body** representing the collective Métis interest to come before the court. We would grant the MMF standing." [Emphasis added.]<sup>68</sup>

There can be no doubt that based on the SCC's statements in the MMF Decision, that the MMF represents Métis in Manitoba and can forthrightly represent Métis interests in respect of any discussions or negotiations relating to the implementation of the MMF Declaration.

Notwithstanding the SCC's guidance on this point, I heard from others in Manitoba that the Manitoba Métis are a collective entity and that the MMF does not speak for all Métis in Manitoba and all Métis Section 35 rights holders should be a part of any reconciliation process. The SCC was clear in terms of MMF's standing and it flows that Canada should focus its efforts in terms of addressing the MMF Declaration on the MMF, but **not** to the exclusion of other Métis in Manitoba that are not represented by the MMF. Canada and Manitoba should see the MMF as clearly a core representative government for Métis in Manitoba, consistent with the SCC's direction, but not necessarily the only body that can represent Métis interests in Manitoba. The clarity provided by the SCC should be seen positively and should give comfort to Manitoba and to Canada in dealing with the MMF as a duly constituted SCC-recognized Métis representative body.

<sup>67</sup> *Ibid.* at para. 44. The Manitoba Provincial Court in *R. v. Goodson*, 2008 MBPC 58, at para. 52 referred to the MMF as the "governing body" of the Métis in Manitoba.

<sup>68</sup> *Ibid.*

Given the uncertain role of Manitoba at this point, it may be that lands available for any potential agreement with MMF are limited. In this context Canada should take a flexible approach to ensure that the ultimate objective of any potential agreement with MMF results in a meaningful agreement consistent with, at minimum, the nature of the MMF Declaration. For example, such flexibility could result in more focus on financial or revenue streams as opposed to out-right land grants, obviously depending on what the parties agree should be included in any potential agreement.

The MMF stated that it prefers a settlement process relating to the MMF Declaration that occurs in advance of, and separate from, any Section 35 Métis rights framework process. Given that the MMF Declaration flows directly from the SCC in 2013, there is no apparent reason or requirement to link any MMF Decision discussions to a Section 35 Métis rights framework process.

The MMF put forward a comprehensive set of matters that, in its view, should assist in developing a framework for negotiations with Canada, and Manitoba to the extent Manitoba is involved, including:

- ♦ Financial support for negotiations
- ♦ Subject matters for negotiation:
  - beneficiaries
  - compensation and settlement trust
  - self-government
  - lands
  - financial issues (financial transfer agreement, tax sharing arrangements, capital transfer)
  - wildlife and fishing
  - subsurface rights
  - environmental management
  - management of settlement assets
  - programs
  - trans-boundary claims
  - shared territories and overlapping claims
  - dispute resolution
  - certainty-related issues and
  - incremental approaches/measures to a settlement (together the “MMF Matters for Negotiation”)

### Proposed Process

While the MMF Matters for Negotiation look similar to an outline for negotiation of a comprehensive claims settlement, the Comprehensive Land Claims Policy, Specific Claims Policy or the Special Claims Policy are not appropriate or designed to implement a declaratory judgement of the SCC. The MMF Declaration is not a claim. The MMF Declaration is also not the settlement of litigation. The litigation is complete. The MMF Declaration is about the implementation of declaratory relief from the highest court in Canada, and more broadly about implementing in practical terms the honour of the Crown and achieving reconciliation with the Métis of Manitoba. ***This is an important step in the overall objective of reconciliation and one upon which Canada should act immediately without any further delay.***

Considering the constitutional magnitude of the MMF Decision and MMF Declaration, the discussions and negotiations that should flow from the MMF Declaration should be treated as the implementation of a declaratory judgement on the basis of the honour of the Crown and the objective of pursuing reconciliation with Métis in Manitoba.

While MMF may be the key negotiating body for Métis in Manitoba, it is essential that any negotiations be transparent and that there be adequate consultation with all Métis in Manitoba in respect of any negotiations and ultimate agreement(s), including L'Union nationale Métisse de St-Joseph du Manitoba. Additionally, Canada and the MMF should consider the extent to which, if any, consultation should occur with the descendants of Métis children who have left Manitoba. Ultimately, this is a discussion regarding who should be the reasonable beneficiaries of any potential agreement between Canada and MMF. It will be a benefit to Canada **and** Manitoba that the outstanding matters underlying the MMF Declaration be settled with the Métis of Manitoba in a fair, transparent, timely and reasonable manner.

Canada and the MMF, and to the extent possible Manitoba, should engage *immediately* in discussions to negotiate a framework agreement to guide their negotiations. Given the passage of time since the MMF Decision in 2013, every effort should be made by Canada to engage with the MMF expeditiously to give effect to the MMF Declaration in a timely manner.

Given the importance of these issues to Manitoba, Manitoba should be a party to the process contemplated herein. Manitoba could play a positive role in an historically significant process. If Manitoba chooses not to be involved in this important exercise of reconciliation with the Métis of its province, this should not be used as a reason by Canada to delay the process moving forward, albeit unfortunately in such circumstances with likely fewer options given the lack of provincial participation. The honour of the Crown and the spirit of the MMF Declaration demand this matter be treated seriously and in a timely manner by Canada and, if possible, Manitoba.

**Recommendation No. 17**

*It is recommended that Canada immediately engage with the MMF to establish a framework agreement for good faith negotiations to give effect to the MMF Declaration and to restore the honour of the Crown in respect thereof as soon as possible. The framework agreement should be framed around the concept of reconciliation and should consider issues such as the schedule for negotiations, subject matters to be discussed, including full consideration of the MMF Matters for Negotiation, potential interim measures, reasonable funding for MMF to participate in the negotiations, the process of negotiations, including ratification, and address the need for broader consultation among Métis not represented by the MMF in Manitoba.*

*It is also recommended that Canada and the MMF invite Manitoba to participate in these negotiations.*



**Concluding  
Comments**

## Concluding Comments

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**Throughout the engagement process, it was evident that Métis have and will continue to play a significant role in Canada's development and continued prosperity. Métis are a distinct Aboriginal peoples with a unique history and culture and possess Section 35 rights.**

There is a significant degree of variability in how provinces and territories are managing Métis issues generally, including Métis Section 35 rights. This necessitates a flexible but consistent federal policy approach to addressing Section 35 Métis rights matters. The lack of consistency across the country on Métis-related matters provides an opportunity for Canada to lead on, but not take sole ownership of, Métis rights' matters generally. The provinces and territories, as appropriate, have an important role to play as well.

Canada's initiative of developing a Section 35 Métis rights framework and pursuing the implementation of the MMF Decision and Declaration are timely and necessary steps in moving further down the road of reconciliation with Métis peoples.

It is my hope that this Report will assist not only Canada, but the MNC, its Governing Members, the Métis Settlements and the Métis Settlements General Council and other Métis, and the provinces and territories on moving forward with a collective vision that results in Métis being fully incorporated into the constitutional and national fabric of Canada in a manner that benefits us all.



## Appendix A / Consolidated List of Recommendations

### Recommendation No. 1

It is recommended that Canada immediately establish a program(s) to educate federal employees involved with Aboriginal-related matters about the history of Métis, Métis contributions to Canada, existing federal initiatives relating to Métis, Métis culture and traditions and Canadian law relating to Métis and their Section 35 rights.

### Recommendation No. 2

It is recommended that Canada, in a timely manner, develop and implement a predictable, long-term and stable funding regime to support the ongoing operation of the Métis Registries (as defined) consistent with the Powley test set out by the Supreme Court of Canada.

It is also recommended that Canada take the lead in engaging with appropriate provinces and territories to determine the extent to which they can support the Métis Registries.

It is further recommended that Canada should continue to contribute to historical research data collection relating to Métis history to facilitate the identification of Métis within the meaning of Section 35.

### Recommendation No. 3

It is recommended that Canada review its existing policies, programs and services dealing with, or available to, Aboriginal peoples, or any of them, to ensure that Métis peoples and Section 35 Métis rights, are expressly and distinctly considered and be cognizant that any new Aboriginal-related policies, programs and services consider and, where appropriate, address Métis and their Section 35 rights distinctly and equitably.

### Recommendation No. 4

It is recommended that Canada ensure that INAC's Regional Offices have, as part of their mandate, responsibility for developing relationships with the appropriate Métis governments, institutions and organizations and provincial governments on Métis issues in their respective jurisdictions and ensure that INAC's Regional Offices are provided the necessary tools and accountabilities to play a meaningful role in Canada's development and implementation of a Section 35 Métis rights framework.

### Recommendation No. 5

It is recommended that INAC ensure that there is a clearly identified senior office and senior official within INAC to deal exclusively with Métis-related matters with a whole-of-department mandate, including Métis Section 35 rights and interests.

### Recommendation No. 6

It is recommended that Canada review how it presently funds Métis governments, institutions and organizations and make such funding more stable, predictable, long-term and flexible and, in the case of Métis governments, consistent with a government-to-government relationship and the long term objective of supporting good governance.

**Recommendation No. 7**

It is recommended that Canada discuss with MNC and its Governing Members the extent to which funding can be provided in a stable and timely manner to give effect to the Métis Nation Protocol and its companion Governance and Financial Accountability Accord and the Métis Economic Development Accord with MNC.

**Recommendation No. 8**

It is recommended that Canada use multilateral forums as a mechanism to discuss Métis issues among the federal, provincial, territorial governments and Métis, as appropriate.

**Recommendation No. 9**

It is recommended that Canada either amend its existing Comprehensive Land Claims and Specific Claims Policies, or develop a new policy, that expressly addresses Métis Section 35 rights claims and related issues, and that the basis for such amended policies or a new policy be founded on the legal principles of reconciliation and the honour of the Crown. It is also recommended that Canada should work with the appropriate provinces and territories to develop a joint process by which to address unresolved Métis Section 35 rights claims and related issues.

**Recommendation No. 10**

It is recommended that Canada conduct a review of its policies and practices associated with the Crown's duty to consult Aboriginal peoples to ensure that such policies and practices are being fully implemented with respect to Métis in accordance with Canadian law.

**Recommendation No. 11**

It is recommended that Canada pursue consultation agreements, similar to the agreement signed with MNO, with the other Governing Members of the MNC and the Métis Settlements General Council, and Métis not otherwise represented by these governments as may be appropriate, to promote greater certainty relating to consultation and further the goal of reconciliation.

**Recommendation No. 12**

It is recommended that Canada immediately initiate the process to amend the *Indian Act* to allow those individuals who are Métis and who do not identify with being Indian as being able to have their names removed from the Indian Registry in an efficient manner.

**Recommendation No. 13**

It is recommended that INAC review its procedures regarding requests from the Métis Registries to check for the names of Métis applicants to ensure a reasonable, timely and efficient approach to such requests.

**Recommendation No. 14**

It is recommended that Canada change its policy that presently requires Métis to pay to enter the Batoche Historical Site.

**Recommendation No. 15**

It is recommended that Canada put in place resources, and explore possible mechanisms, to facilitate, in appropriate circumstances, mutual dialogue among all three Aboriginal peoples to further the objectives of reconciliation. It is also recommended that Canada invite provinces and territories to also participate in making such resources available and exploring possible mechanisms for reconciliation among Aboriginal peoples.

**Recommendation No. 16**

It is recommended that Canada, with INAC taking the lead role, engage with Métis on developing a Section 35 Métis rights framework in whatever fora appropriate and should take a flexible approach to ensure a reasonable, transparent and broad engagement. The MNC and its Governing Members, along with the Métis Settlements and the Métis Settlements General Council should be core to any federal engagement on these matters.

It is also recommended that Canada invite participation from all those who hold themselves out as representing Métis to participate, including those Métis governments, institutions and organizations set out in Appendix B of this Report. Canada should also engage the provinces and territories on a Section 35 Métis rights framework and to seek to develop a cooperative and coordinated approach to Métis and their constitutionally protected rights.

It is further recommended that Canada develop a discussion document for its engagement with Métis regarding basic principles to initiate a discussion of a Section 35 Métis rights framework and consider the principles set out in the Report for inclusion in such discussion document. Canada should undertake its Section 35 Métis rights framework process as soon as possible.

**Recommendation No. 17**

It is recommended that Canada immediately engage with the MMF to establish a framework agreement for good faith negotiations to give effect to the MMF Declaration and to restore the honour of the Crown in respect thereof as soon as possible. The framework agreement should be framed around the concept of reconciliation and should consider issues such as the schedule for negotiations, subject matters to be discussed, including full consideration of the MMF Matters for Negotiation, potential interim measures, reasonable funding for MMF to participate in the negotiations, the process of negotiations, including ratification, and address the need for broader consultation among Métis not represented by the MMF in Manitoba.

It is also recommended that Canada and the MMF invite Manitoba to participate in these negotiations.

**Appendix B / List of Governments, Organizations and Individuals Engaged**

|                                                                                       |                                                          |                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Métis National Council                                                                | Eastern Woodland Métis Nation                            | Capt. (Ret.) Donald M. Fowler, CD                                                                                                                                                                                                                        |
| Métis Nation of Ontario                                                               | Sou'west Nova Métis Council                              | Professor Frank Tough                                                                                                                                                                                                                                    |
| Manitoba Metis Federation                                                             | Tribe of the Anishinabek<br>Solutrean Métis              | Province of Ontario                                                                                                                                                                                                                                      |
| Métis Nation – Saskatchewan                                                           | Kineepik Métis Local Inc. (#9)                           | Province of Manitoba                                                                                                                                                                                                                                     |
| Métis Nation of Alberta                                                               | Kelly Lake Métis Settlement<br>Society                   | Province of Saskatchewan                                                                                                                                                                                                                                 |
| Métis Settlements General<br>Council                                                  | Aseniwuche Winewak Nation                                | Province of Alberta                                                                                                                                                                                                                                      |
| Métis Settlements Appeal<br>Tribunal                                                  | Apeetogosan (Métis)<br>Development Inc.                  | Province of British Columbia                                                                                                                                                                                                                             |
| Métis Nation of British Columbia                                                      | Louis Riel Institute                                     | Government of the Northwest<br>Territories                                                                                                                                                                                                               |
| Northwest Territory Métis Nation                                                      | Gabriel Dumont Institute                                 | INAC Senior Management, and<br>numerous other headquarters'<br>officials                                                                                                                                                                                 |
| Congress of Aboriginal Peoples/<br>Indigenous Peoples' Assembly<br>of Canada          | Rupertsland Institute                                    | INAC Regional Offices in Ontario,<br>Manitoba, Saskatchewan,<br>Alberta, British Columbia<br>and Northwest Territories                                                                                                                                   |
| L'Union nationale Métisse de<br>St-Joseph du Manitoba                                 | Métis Child, Family and<br>Community Services (Manitoba) | Various Government of Canada<br>departments and agencies<br>including, Natural Resources<br>Canada, Justice, Privy Council<br>Office, Canadian Heritage,<br>Employment and Social<br>Development Canada,<br>Fisheries and Oceans Canada,<br>Parks Canada |
| British Columbia Métis<br>Federation                                                  | Clarence Campeau Fund                                    |                                                                                                                                                                                                                                                          |
| North Slave Métis Alliance                                                            | SaskMétis Economic<br>Development Corporation            |                                                                                                                                                                                                                                                          |
| Historic Saugeen Métis                                                                | Métis Addictions Council<br>of Saskatchewan              |                                                                                                                                                                                                                                                          |
| Red Sky Métis Independent<br>Nation                                                   | Jason Madden                                             |                                                                                                                                                                                                                                                          |
| Ontario Congress of Aboriginal<br>Peoples/Ontario Métis and<br>Aboriginal Association | Jean Teillet, IPC                                        |                                                                                                                                                                                                                                                          |
| Jachfish Métis Community                                                              | Tony Belcourt, OC                                        |                                                                                                                                                                                                                                                          |
| Métis Federation of Canada                                                            | Paul Chartrand, IPC                                      |                                                                                                                                                                                                                                                          |
|                                                                                       | Professor Larry Chartrand                                |                                                                                                                                                                                                                                                          |

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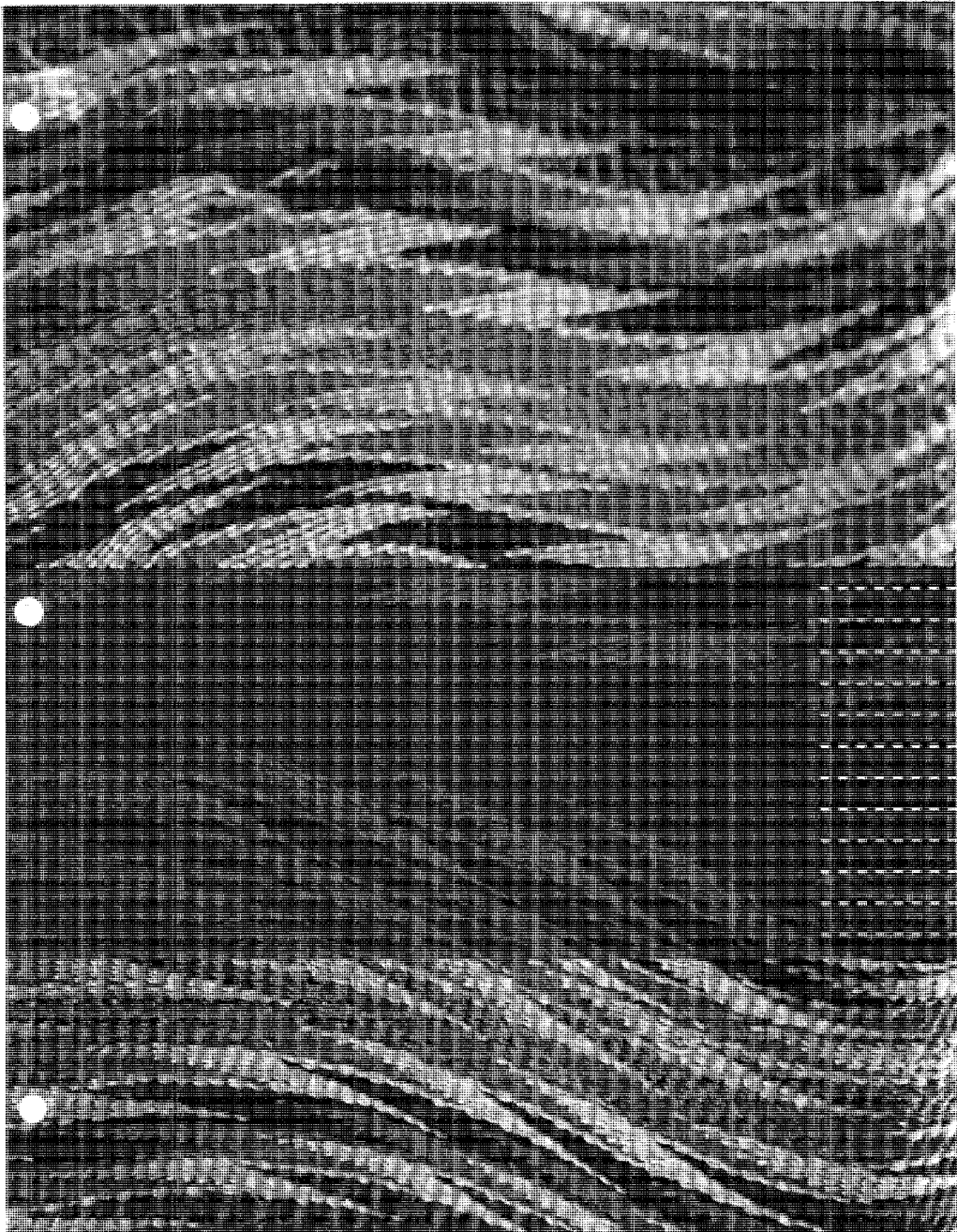
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# CUTHBERT GRANT DECLARATION

WHEREAS Cuthbert Grant led the defence of the Métis Nation, its homeland and way of life with a victory at the Battle of Frog Plain/Seven Oaks (La Viktwayr di Batailledann la Plenn di Goornouyayr) on June 19, 1816 proudly flying the blue Métis Nation infinity flag.

AND WHEREAS we express our deeply held gratitude and thanks for his leadership.

AND WHEREAS President Louis Riel led the provisional governments at Red River and Batoche in 1869/70 and 1884/85 respectively, for which we are ever indebted.

AND WHEREAS under the military leadership of AmbroiseLepine and Gabriel Dumont in 1869/70 and 1884/85 respectively, along with the blood shed by our warriors in defence of our homeland and the sacrifices of our women, children and youth, which underpins our ties to our lands as sacred and deeply rooted, we give thanks.

AND WHEREAS the Métis Nation-Saskatchewan, is the sole representative government of the citizens of the Métis Nation within the modern day boundaries of the province of Saskatchewan and as such, is a part of the sole and legitimate mandated national government of the Métis Nation, the Métis National Council.

THEREFORE the Métis Nation Legislative Assembly sitting this 30<sup>th</sup> and 31<sup>th</sup> day of July, 2016 in the city of Yorkton hereby adopts in honour of Cuthbert Grant, Louis Riel, AmbroiseLepine and Gabriel Dumont, along with the many Métis Nation leaders and citizens, female and male, who walked with them or followed in their footsteps, this declaration to be henceforth known as the Cuthbert Grant Declaration.

WE DECLARE:

- There is only one Métis Nation and the Métis National Council is the sole national government of the Métis Nation.
- We the people of the Métis Nation living within the province of Saskatchewan, represented by the Métis Nation-Saskatchewan, share a common national cultural identity, history, political will, solidarity and nationalism.
- We, as part of the people of the Métis Nation, have a right to self-determination, including the inherent right of self-government which we declared in December 1993.
- We, as part of the Métis Nation, assert the right to our lands, resources and traditional territory in the historic Northwest.
- We, as part of the people of the Métis Nation, are desirous of strengthening our historic bonds across the Métis Nation Homeland, which today includes the provinces of Manitoba, Saskatchewan, Alberta, northeastern British Columbia, northwestern Ontario, and contiguous parts of the Northwest Territories and the United States of America.

THIS DECLARATION WE PROCLAIM forms the cornerstone of our existence as citizens of a distinct Indigenous people and nation: the MÉTIS NATION.

Proclaimed this 31<sup>th</sup> day of July, in the year 2016.