

8

Section

A



January 5, 2017

OUR FILE:

YOUR FILE:

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

Attention: Mavis Taylor, C.E.O.

Dear Madam:

RE: Term of office of Provincial Métis Council

We have been requested to provide an opinion on the current term of office of the existing Provincial Métis Council and whether this PMC can call an MNLA.

We have reviewed the relevant internal governance documents of the Métis Nation – Saskatchewan, relevant case law, and the legal opinion provided to you by the W Law Group dated May 29, 2012 which also considered the term limits of the PMC.

It is our opinion that the term of office of the members of the Provincial Métis Council continues until the next Métis Nation – Saskatchewan election.

We acknowledge the following from May 29, 2012 opinion letter from the W Law Group:

“The difficulty arises because Article 17.3 [of the Constitution of the Métis Nation – Saskatchewan] states that the term of office shall continue “until the next regularly scheduled election in May 2012.” This term is ambiguous for two reasons:

1. There is no “regularly scheduled” election; any election must be scheduled by the MNLA which, in turn, must be called by the PMC;
2. The election is to be held “in May 2012,” however, the constitution provides no remedy or direction in case an election is not held in May 2012.

If a clause is ambiguous and will lead to an absurd result, the principles of interpretation dictate that a written instrument should be interpreted in such a way as to avoid an absurd or inconsistent result. One must look at the consequences of a particular interpretation to determine if that result is a reasonable one that would have been intended by the drafter or drafters of the document.”

Amendments to the Constitution could only have been made with the same formality as they were in 2007, as per Article 17(6). There have been no amendments to Article 17(3) of the Constitution since the May 29, 2012 letter or since the MNLA election that followed it. Article 17(3), as described above, remains applicable and ambiguous.

The principles of interpretation as described have not changed.

The above opinion is further supported when the question more specifically is whether the current PMC can call an MNLA. We are of the opinion that the current term of the PMC must continue as they are the only body which can call an MNLA. If the term of the PMC were not to continue until the next election an absence of authority would be created which would lead to an absurd result.

We are of the opinion that the PMC continue to have authority to govern until the next election when the next PMC will be elected. A reading of this Constitution and other inter-related governance documents offers no other realistic interpretation.

I trust the above is satisfactory.

Yours truly,

CUELENAERE, KENDALL, KATZMAN & WATSON LLP

Per:

for:

Patrick J. McKenna

PJM/cao

Direct Line: (306)477-7223

Email: pmckenna@cuelenaere.com

Cc: Evan Shoforst, Special Advisor to Métis Nation – Saskatchewan Secretariat Inc
Ernst & Young,



Telephone: 306.244.2242 Suite 300
Toll Free: 1.888.244.2242 110-21st Street East
Facsimile: 306.657.0777 Saskatoon, SK S7N 0R6
E-mail: info@wlawgroup.com
Web: www.wlawgroup.com

Reply To: Keir J.M. Vallance
kvallance@wlawgroup.com

May 29, 2012

Métis Nation-Saskatchewan Secretariat Inc.
406 Jessop Avenue
Saskatoon SK S7N 2S5

VIA FAX: (306) 343-0171

Attention: Dusty Erneucin, Director of Operations

Dear Sir:

**Re: Advice 2011
Our File No.: 16555.60**

You had asked for an interpretation of Article 17.3 of The Métis Nation Constitution. In particular, you had requested an answer to three questions:

1. When do the terms of office of the Provincial Métis Council members end?
2. Does the MNLA have the authority to extend the terms of office for the PMC and the Executive?
3. If the terms of office expire prior to the next election, who would run the Métis Nation of Saskatchewan once those terms expire?

In our view Article 17.3, though admittedly ambiguous, provides that the terms of office of the members of the PMC and the Executive will continue until the next regularly scheduled election. This is because if that is not the case, the result would be an absurd situation that cannot be what any reasonable drafter would have intended. Therefore, it is our opinion that the three questions asked all have the same answer: The term of office of the members of the PMC continues until the next election.

Article 17.3 of the Constitution provides as follows:

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.

Professional. Passionate. Personal.

It is our understanding that the day of the public declaration of the elected candidates was June 27, 2007.

The difficulty arises because Article 17.3 states that the term of office shall continue "until the next regularly scheduled election in May 2012." This term is ambiguous for two reasons:

1. There is no "regularly scheduled" election; any election must be scheduled by the MNLA which, in turn, must be called by the PMC;
2. The election is to be held "in May 2012," however, the constitution provides no remedy or direction in case an election is not held in May 2012.

If a clause is ambiguous and will lead to an absurd result, the principles of interpretation dictate that a written instrument should be interpreted in such a way as to avoid an absurd or inconsistent result. One must look at the consequences of a particular interpretation to determine if that result is a reasonable one that would have been intended by the drafter or drafters of the document.

In this case it is our view that it could not reasonably have been intended that the term of office of the PMC members would expire in May 2012 whether or not there was an election that month. This is for two reasons:

1. First, if no election were called in May 2012 and the term of office of the PMC were to expire regardless, the Métis Nation would be left in a situation where it did not have a government and, more importantly, could not call an election to elect a new government. Without a PMC, and MNLA cannot be called; without an MNLA, an election cannot be scheduled. This is an absurd result and could not reasonably have been intended.
2. The constitution does not provide any direction as to what happens if an election is not called in May 2012. It is our opinion that the most reasonable interpretation of the clause is that "in May 2012" is a direction or preference, but not mandatory, for the reasons given above. If it were mandatory, we would have the result of an organization that potentially could never elect a government.

Therefore, it seems the only reasonable interpretation of the clause in question is that the terms of office of the Provincial Métis Council members will continue until the next regularly scheduled election. The term "in May 2012" must be interpreted as persuasive, rather than mandatory, to avoid an absurd or inconsistent result.

Should you have any questions on this matter, please do not hesitate to contact our office.

Yours truly,

the **W** LAW GROUP

A handwritten signature in black ink, appearing to read 'K.J.M. Vallance', written over the typed name.

KEIR J.M. VALLANCE
KJMV:lma

Section

B

Form 10-3
(Rule 10-3)

COURT FILE NUMBER QB No 1491 of 2016
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON
APPLICANT METIS NATION – SASKATCHEWAN SECRETARIAT INC.
RESPONDENT(S) THE METIS SOCIETY OF SASKATCHEWAN INC.
PROVINCIAL METIS HOLDCO INC.
PROVINCIAL METIS HOUSING CORPORATION
ROUND PRAIRIE VENTURES INCORPORATED
ROUND PRAIRIE DEVELOPMENTS LTD.
BTB LAND MANAGEMENT INC.
BTB FESTIVAL DAYS INC.
LOUIS GARDINER
ROBERT DOUCETTE
ROBERT LAFONTAINE
MAY HENDERSON

ORDER

Before the Honourable Mr. Justice Smith in chambers the ~~1st day of December, 2016~~ *12th day of January, 2017 - KB*

On the application of Jay Watson, lawyer on behalf of the Applicant, METIS NATION – SASKATCHEWAN SECRETARIAT INC., and on hearing Randal Touet, lawyer on behalf of the Respondents PROVINCIAL METIS HOUSING CORPORATION, ROUND PRAIRIE VENTURES INCORPORATED, Robert Lafontaine, and May Henderson, and on hearing Galen Richardson as agent for Kelsey O'Brien, lawyer for Louis Gardiner, and upon reading the materials all filed:

1. With respect to THE METIS SOCIETY OF SASKATCHEWAN INC. and the Respondents ROBERT DOUCETTE, LOUIS GARDINER, and MAY HENDERSON, each of whom is a director of the aforesaid Respondent corporation, the Court orders:
 - a. That a copy of the corporation's minute books be provided to the Applicant before February 15, 2017;
 - b. That a copy of the corporation's financial statements for the years 2012, 2013, 2014, and 2015 be provided to the Applicant before February 15, 2017; and,

- c. That any funds received by the corporation in relation to the 2009 sale of the building with civic address 219 Robin Crescent, Saskatoon, Saskatchewan be accounted for before February 15, 2017.
2. With respect to PROVINCIAL METIS HOLDCO INC. and the Respondents ROBERT DOUCETTE, LOUIS GARDINER, and MAY HENDERSON, each of whom is a director of the aforesaid Respondent corporation, the Court orders:
 - a. That a copy of the corporation's minute books be provided to the Applicant before February 15, 2017; and,
 - b. That any funds received by the corporation in relation to the 2009 sale of the building with civic address 219 Robin Crescent, Saskatoon, Saskatchewan be accounted for before February 15, 2017.
3. With respect to PROVINCIAL METIS HOUSING CORPORATION and the Respondent MAY HENDERSON, who is a director of the aforesaid Respondent corporation, the Court orders:
 - a. That a copy of the corporation's minute books be provided to the Applicant before February 15, 2017; and,
 - b. That any funds received by the corporation in relation to the 2009 sale of the building with civic address 219 Robin Crescent, Saskatoon, Saskatchewan be accounted for before February 15, 2017.
4. With respect to ROUND PRAIRIE VENTURES INCORPORATED and the Respondent MAY HENDERSON, who is a director of the aforesaid Respondent corporation, the Court orders:
 - a. That a copy of the corporation's minute books be provided to the Applicant before February 15, 2017; and,
 - b. That any funds received by the corporation in relation to the 2009 sale of the building with civic address 219 Robin Crescent, Saskatoon, Saskatchewan be accounted for before February 15, 2017.
5. With respect to ROUND PRAIRIE DEVELOPMENTS LTD. the Court orders:
 - a. That a copy of the corporation's minute books be provided to the Applicant before February 15, 2017; and,

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:	Cuelenaere Kendall Katzman & Watson
Name of lawyer in charge of file:	Jay Watson
Address of legal firms:	#500 – 128 4 th Ave. S. Saskatoon, SK S7K 1M8
Telephone number:	(306) 653-5000
Fax number (<i>if any</i>):	(306) 652-4171

Section

C

Form 3-49
(Rule 3-49)

COURT FILE NUMBER QB 211 of 2016

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE PRINCE ALBERT

APPLICANT(S) METIS NATION – SASKATCHEWAN SECRETARIAT INC

RESPONDENT(S) CHARLENE LAVALEE

KEN MORASH

ORIGINATING APPLICATION

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court. To do so, you must be in Court when the application is heard as shown below:

Where	Court of Queen's Bench 1800 Central Avenue Prince Albert, SK S6V 4W7
Date	Tuesday, November 8, 2016
Time	10:00 a.m. or so soon thereafter as there may be a Judge in Chambers and the application may be heard

Go to the end of this document to see what you can do and when you must do it.

PARTICULARS OF APPLICATION

The applicant seeks the following remedy or order:

1. Order that the Respondents immediately vacate the property and residence located on the Back to Batoche Festival grounds being the property and lands described as Blk/Par B Plan No 85PA18317 Ext 0 on Surface Parcel 133504624.
2. Alternatively, an order that the Office of Residential Tenancies hear and determine the matter including exercising its power to grant an order of possession for the property and residence located on the Back to Batoche Festival grounds being the property and lands described as Blk/Par B Plan No 85PA18317 Ext 0 on Surface Parcel 133504624.

The applicant's ground(s) for making this application is/are:

3. The Applicant is the owner of the land.
4. The lease was granted by a party without authority and without lawful right to the land.
5. The Respondents knew, or should have known, that the lease was invalid and improperly granted.
6. The Respondents have been and continue to unlawfully interfere with the property interests of the Applicant.

The applicant's summary of the material facts is as follows:

7. The Applicant, METIS NATION – SASKATCHEWAN SECRETARIAT INC, is a corporation registered under the laws of Saskatchewan and constituted under *The Metis Act*, SS 2001, c M-14.1 [s 5]. The Applicant has the capacity, rights, powers, and privileges of a natural person [*The Métis Act*, s 6].
8. The Respondents, CHARLENE LAVALEE and KEN MORASH, are individuals residing in the Province of Saskatchewan and currently occupy the property and residence located on the Back to Batoche Festival grounds being the property and lands described as Blk/Par B Plan No 85PA18317 Ext 0 on Surface Parcel 133504624 (hereinafter the "Batoche land").
9. The Batoche land is private property on which the Back to Batoche annual festival is hosted and held by the Métis people of Saskatchewan. This is not Crown land nor land on a reserve.
10. 18 elected members province wide form the Provincial Métis Council ("PMC") which serves as the MNLA cabinet which in turn is the highest governing body of the Métis Nation - Saskatchewan ("MNS").
11. The Applicant is the legislatively constituted administrative body through which the affairs, policies, and programs of the Provincial Métis Council are carried out.
12. Under *The Metis Act*, the Applicant has been granted legislated authority to manage the business affairs of the Métis people in the Province of Saskatchewan [ss 2, 3, 5, 7, 8, 17].
13. No subsidiary of the Applicant has been formed nor was such a subsidiary granted power or right to administer the land at issue, specifically to grant a lease to the Respondents over the Batoche land [*The Métis Act*, s 16].

- 14. BTB Land Management Inc. is an inactive corporation struck off the corporate registry on October 3, 2014. BTB Land Management Inc. at no time had any authority to administer or lease the Batoche land.
- 15. The purported lessor on the lease in question is an inactive corporate body without any lawful authority granted to it by the Applicant to own, hold, or lease the Batoche land.
- 16. The lease in question is improperly drafted and describes a different parcel of land than the one at issue and on which the Respondents are currently unlawfully occupying.

In support of this application, the applicant relies on the following material or evidence:

- 17. The Affidavit of MAVIS TAYLOR, sworn September 29, 2016.
- 18. Brief of Law.
- 19. The corporate profile of THE MÉTIS NATION – SASKATCHEWAN SECRETARIAT INC.
- 20. The corporate profile of BTB LAND MANAGEMENT INC.
- 21. The title to Surface Parcel #133504624, Title No. 148665291.
- 22. Lease Agreement between the Respondents and "Batoche Land Management" dated October 31, 2015.

Applicable rules:

- 23. QB Rules 3-2(4)(b), 3-49(1)(e)

Applicable acts and legislation:

- 24. *The Land Titles Act, 2000*, ss 107, 109
- 25. *The Queen's Bench Act, 1998*, ss 9, 29
- 26. *The Métis Act*, SS 2001, c M-14.1

DATED at Saskatoon, Saskatchewan, this 13th day of October, 2016.

CUELENAERE, KENDALL, KATZMAN, & WATSON

Per: 
PATRICK J. MCKENNA, Solicitor for the Plaintiff

This notice is issued at the above-noted judicial centre on the 18th day of

October, 2016



seal

**AMY GERSTNER
DEPUTY LOCAL
REGISTRAR**

Dy. Local Registrar

NOTICE

You are named as a respondent because you have made or are expected to make an adverse claim with respect to this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form.

The rules require that a party moving or opposing an originating application must serve any brief of written argument on each of the other parties and file it at least 3 days before the date scheduled for hearing the originating application.

If you intend to rely on an affidavit or other evidence when the originating application is heard or considered, you must serve a copy of the affidavit and other evidence on the originating applicant at least 10 days before the originating application is to be heard or considered.

This document was prepared by:

Cuelenaere Kendall Katzman & Watson LLP

Barristers & Solicitors

500, 128 – 4th Avenue South

Saskatoon, SK S7K 1M8

And whose address for service is: same as above

Lawyer in Charge of File: Jay D. Watson

Telephone: (306) 653-5000

Facsimile: (306) 652-4171

File: 123085-001

Section

D

COURT FILE NUMBER Q.B. NO. 1737 OF 2016
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON
PLAINTIFF W LAW GROUP LLP
DEFENDANT METIS NATION-SASKATCHEWAN SECRETARIAT INC.

ACKNOWLEDGMENT OF SERVICE

You are asked to fill out and sign this form without delay, and to mail it in the accompanying postage prepaid envelope addressed to **RANDAL C. TOUET** of **THE W LAW GROUP** or to return it by fax to **(306) 652-0332**. If you do not return this signed and completed Acknowledgement of Service without delay, you may not receive notice of any further proceedings or any documents may be personally served on you and you will be required to pay the costs of service.

I ACKNOWLEDGE SERVICE on me of a copy of the following document:

1. Statement of Claim, issued December 19, 2016

CUELENAERE KENDALL KATZMAN & WATSON

Signature	Date of Service
Firm name:	Cuelenaere Kendall Katzman & Watson
Solicitors for:	Metis Nation-Saskatchewan Secretariat Inc.
Name of Lawyer accepting Service:	Jay Watson
Address for Service:	500, 128-4th Avenue South Saskatoon, SK S7K 1M8
Telephone number:	(306) 653-5000
Fax number (optional):	(306) 652-4171
E-mail address	jwatson@cuelenaere.com

NOTICE

- (1) You must include an address in Saskatchewan where documents may be mailed to or left for you if you wish to receive notice of subsequent proceedings in this matter.
- (2) It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on you by fax or electronic transmission.
- (3) The address, fax number or e-mail address that you give on this form will be used to serve you with documents until you serve on the other parties and file with the court written notice of a new address for service.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	The W Law Group
Name of lawyer in charge of file:	Randal C. Touet
Address of legal firms:	Suite 300, 110 – 21 st Street East Saskatoon, Saskatchewan S7K 0B6
Telephone number:	(306) 244-2242
Fax number:	(306) 652-0332
E-mail address:	rtouet@wlawgroup.com

FORM 3-9

(Rule 3-9)

COURT FILE NUMBER CLAIM NO. 1737 OF 2016
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON
PLAINTIFF W LAW GROUP LLP
DEFENDANT METIS NATION-SASKATCHEWAN SECRETARIAT INC.

NOTICE TO DEFENDANT

1. The plaintiff may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The Queen's Bench Rules* unless, in accordance with paragraph 2, you:

- (a) serve a Statement of Defence on the plaintiff; and
- (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2. The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

- (a) 20 days if you were served in Saskatchewan;
- (b) 30 days if you were served elsewhere in Canada or in the United States of America;
- (c) 40 days if you were served outside Canada and the United States of America.

3. In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.

4. This Statement of Claim is to be served within 6 months from the date on which it is issued.

5. This Statement of Claim is issued at the above-named judicial centre on the 19th day of December, 2016.

A. SIEBEN (Signature)
DEPUTY LOCAL REGISTRAR
Local Registrar

STATEMENT OF CLAIM

1. The Plaintiff, W LAW GROUP LLP, is a law firm engaged in the practice of law in the City of Saskatoon, in the Province of Saskatchewan
2. The Defendant, METIS NATION-SASKATCHEWAN SECRETARIAT INC., is a body corporate duly established by statute pursuant to s. 5(1) the *Métis Act*, SS 2001, c M-14.01 and has its head office at Saskatoon, Saskatchewan.
3. Between April 2011 and March 2016, the Plaintiff and Defendant entered into multiple legal service agreements (hereinafter, the “Legal Service Agreements”), wherein, the Plaintiff agreed to provide legal services for the Defendant in exchange for the Defendant making payment on the accounts rendered by the Plaintiff for said legal services. The Legal Service Agreements provided that the Defendant pay interest at the rate of 12% per annum on any amount remaining unpaid for 30 days.
4. From April 2011 to March 2016, inclusive, the Plaintiff has provided legal services for and at the request of the Defendant and incurred disbursements.
5. Notwithstanding the rendering of multiple statements of account, the Defendant has refused and/or neglected to make payments when they became due.
7. The total amount that remains owing by the Defendant to the Plaintiff as of December 5, 2016 is \$198,830.25, inclusive of interest.
8. The Plaintiff has demanded the outstanding amount from the Defendant but the Defendant has refused and/or neglected and continues to refuse and/or neglect to pay the said sum to the Plaintiff.
9. The Plaintiff claims judgment in the amount of \$198,830.25 and interest at the rate of 12% per annum as agreed upon by the parties.

11. In the alternative, the Plaintiff claims interest pursuant to *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2.

12. The Plaintiff therefore claims:

- (a) Judgment against the Defendant in the amount of \$198,830.25;
- (b) Interest at the rate of 12% per annum;
- (c) In the alternative, interest pursuant to *The Pre-Judgment Interest Act*, SS 1984-85-86, c P-22.2.;
- (d) Costs of this action; and
- (e) Such further and other relief as counsel may advise and this Honourable Court may allow.

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 19th day of December, 2016.

THE W LAW GROUP

PER: 

RANDAL C TOUET
Solicitor for the Plaintiff
The W Law Group LLP

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	The W Law Group
Name of lawyer in charge of file:	RANDAL C TOUET
Address of legal firms:	Suite 300, 110 – 21 st Street East Saskatoon, Saskatchewan S7K 0B6
Telephone number:	(306) 244-2242
Fax number:	(306) 652-0332
E-mail address:	rtouet@wlawgroup.com

Section

E

Form 3-49
(Rule 3-49)

COURT FILE NUMBER QB 22/17

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE PRINCE ALBERT, SASK.

APPLICANT(S) BRYAN LEE, LOUIS GARDINER, KELVIN ROY

RESPONDENT(S) METIS NATION-SASK. SECRETARIAT INC.
PROVINCIAL METIS COUNCIL

ORIGINATING APPLICATION

NOTICE TO THE RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court. To do so, you must be in Court when the application is heard as shown below:

Where COURT OF QUEEN'S BENCH
1800 CENTRAL AVENUE
PRINCE ALBERT, SK S6V 4W7
Date FEB. 14TH 2017
Time 10:00 AM

Go to the end of this document to see what you can do and when you must do it.

PARTICULARS OF APPLICATION

(Use consecutive numbered paragraphs.)

The applicant seeks the following remedy or order: INJUNCTIVE RELIEF
(set out in attached pages each remedy sought and indicate against which respondent that remedy is sought) NON-PROFIT CORPORATIONS ACT 1995

The applicant's ground(s) for making this application is/are: METIS NATION-SASK. CONSTITUTION
(set out in attached pages the statute, regulation, rule or common law principle that is the basis for the application or relevant to the application)

The applicant's summary of the material facts is as follows: INCLUDED IN AFFIDAVIT-BRYAN LEE
(set out in attached pages a concise statement of the material facts giving rise to the application)

In support of this application, the applicant relies on the following material or evidence: AFFIDAVIT OF BRYAN LEE
(identify the affidavit or other evidence to be used to support the application)

DATED at PRINCE ALBERT Saskatchewan, this 24 day of JANUARY, 2017.

ART. 8(2) MANS' CONSTITUTION
SEC. 83-NON-PROFIT CORPORATIONS ACT 1995

Bryan Lee
(signature)

This notice is issued at the above-noted judicial centre on the _____ day of

_____, 2 _____

Local Registrar

NOTICE

You are named as a respondent because you have made or are expected to make an adverse claim with respect to this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form.

The rules require that a party moving or opposing an originating application must serve any brief of written argument on each of the other parties and file it at least 3 days before the date scheduled for hearing the originating application.

If you intend to rely on an affidavit or other evidence when the originating application is heard or considered, you must serve a copy of the affidavit and other evidence on the originating applicant at least 10 days before the originating application is to be heard or considered.

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:

Name of lawyer in charge of file:

Address of legal firms:

(set out the street address)

Telephone number:

Fax number (if any):

E-mail address (if any):

or

If the party is self-represented:

Name of party:

BRYAN KENNETH LEE

Address for service:

(set out the street address)

Telephone number:

306 980 2521

Fax number (if any):

E-mail address (if any):

budl@smc@is@inet2000.com

ADDRESS FOR SERVICE: BLK A-NW 03-53-27-W2
RR1 SITE 1 COMP 133
CHRISTOPHER LAKE, SOJONO SK

Court File Number Q. B. 22/17

Court of Queen's Bench for Saskatchewan

Judicial Centre Prince Albert

AFFIDAVIT

Applicants: Bryan Lee, Louis Gardiner, Kelvin Roy

Respondents: Metis Nation Sask. Secretariat Inc. Provincial Metis Council (PMC)

I, Bryan Lee of Christopher Lake, Saskatchewan make oath and say;

1. I am the duly elected President of the Metis Nation-Saskatchewan Local 108 Fish Lake.
2. I am an authorized delegate to any Metis Nation Legislative Assembly duly called during the elected term of the Provincial Metis Council (PMC).
3. The Respondents, Metis Nation Saskatchewan Secretariat Inc. that comprises a board of directors that enjoy a dual role in that they are also members of the Provincial Metis Council of the Metis Nation-Saskatchewan (MN-S). They currently have no authority to carry out and administer policies and programs of the Metis Nation-Saskatchewan. The powers of the board of directors ceased on June 17th 2016 when an instrument was signed by former President Robert Doucette and former Vice-President Gerald Morin with the senior Vice-President, Joe Healy of the company Ernst & Young of Saskatoon. **Item One (1). EXHIBIT 'C'**
4. Due to the failure of the Metis Nation-Saskatchewan Provincial Metis Council to call a Metis Nation Legislative Assembly (MNLA) since they were elected Sept. 8th 2012, the Federal Government stopped funding for the MN-S as of November 1st 2014. By the end of March 2015 all MN-S staff were laid off due to lack of funds for their operations. The MN-S head office was closed and remains closed. The MNLA held June 16th 2012 records the motion M006 which defines election date; Sept. 08 2012. **Item Two (2). EXHIBIT 'C'**
I provide for reference a copy of the instrument which is the (agreement, contract for service) between Metis Nation-Saskatchewan and Ernst & Young. **Item One (1). EXHIBIT 'C'**
5. The Metis Act, being Chapter M-14.01 of the Statutes of Saskatchewan, 2001 (effective January 28, 2002) Part IV **Metis Nation-Saskatchewan Secretariat Inc.** Interpretation of Part 4 in this part: (a) "**corporation**" means the Metis 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* **ATTACHED AS EXHIBIT 'A'**

MNS Secretariat Inc. established 5 (1) The Metis Nation-Saskatchewan Secretariat Inc. is established pursuant to this Act as a body corporate without share capital.

5 (2) The corporation is the administrative body by which the policies and programs of the Metis Nation-Saskatchewan may be carried out and administered.

Board of directors 7 (1) The board of directors consist of those persons who are members of the Provincial Metis Council of the Metis Nation-Saskatchewan. **7 (2)** The board of directors shall direct and manage the activities and affairs of the corporation. **7 (3)** The board of directors shall formalize its decisions by resolution or bylaw.

6. I provide a photo copy of page 45 of the Non-Profit Corporations Act 1995 c. N-4.2. Sec 81 and Sec 83. item Three (3). EXHIBIT 'C'

7. Article 8 (2) of the MN-S constitution states, "Election for the Executive and Regional Representatives of the Provincial Metis Council of the Metis Nation Legislative Assembly shall be held within four years of the previous Provincial Metis Council election".
ATTACHED AS EXHIBIT "B"

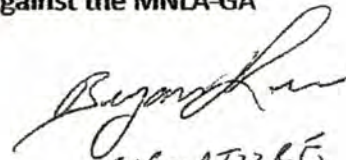
8. The Morin faction of the Provincial Metis Council held a majority of the members of the 18 member Provincial Metis Council. Thusly for their entire four year term commencing Sept. 8th 2012 to midnight Sept. 7th 2016 they have called only one Metis Nation Legislative Assembly which was held July 30th of 2016. MN-S Constitution requires 2 Metis Nation Legislative Assemblies per year. The July 30th MNLA did not give sufficient time to call for an election within their elected four year term. Art. 8 (2).

9. The Provincial Metis Council that now consists of the following members, Gerald Morin, Helen Johnson, Lela Arnold, Jaycee Bell, Michael Bell, Earl Cook, Shelly Kapell, Billy Kennedy, Derek Langan, Glen McCallum, Darlene McKay, Tammy Mah, Lennard Morin, Shannon Unrau and Chester Herman. The PMC held a meeting Dec. 30th 2016. Former President Robert Doucette, former Treasurer Louis Gardiner and former Secretary May Henderson were marked absent. The three former Executive members, Doucette, Gardiner and Henderson have complied with MN-S constitution Art. 8 (2). Motion # 5.1 where the PMC directs that a Metis Nation Legislative Assembly and a General Assembly to be held Feb. 18-19th 2017 at TCU Place in Saskatoon. Item Four (4). EXHIBIT 'C'

10. The Provincial Metis Council (PMC) elected terms ended Sept. 7th 2016. Further their powers as directors ceased on June 17th 2016. Therefore, the PMC have no legitimate authority to make or direct a call for the Feb. 18-19th 2017 Metis Nation Legislative Assembly and General Assembly.

As plaintiffs we are seeking injunctive relief for the court to rule against the MNLA-GA scheduled for Feb. 18-19th 2017.

Note: all referenced items contained in Exhibit C.



SIGNATURE

SWORN (OR AFFIRMED) BEFORE ME
AT, PRINCE ALBERT, SASKATCHEWAN,
THIS 24 DAY OF JANUARY 2017
Jamie Paskin
COMMISSIONER OF OATHS FOR SASKATCHEWAN
Being a Court Official.

The Métis Act

being

Chapter M-14.01 of *The Statutes of Saskatchewan, 2001*
(effective January 28, 2002).

This is Exhibit A referred to in the
affidavit of Bryan Lee
sworn before me this 24th day of
January, 2017
Jessie Paak
Commissioner for Oaths and for Saskatchewan
Being a Court Official

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.

**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

This is Exhibit " B " referred to in the
affidavit of Bryan Lee
sworn before me this 24th day of
January, 2017
Janine Pasko
Commissioner for Oaths in and for Saskatchewan
Being a Court Official

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 Legislation 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.

ARTICLE3: 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.

ARTICLE4: 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.

ARTICLE6: 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

1. 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)

Exhibit " C "

Contains Items 1, 2, 3 and 4



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

Tel: +1 204 934 2000
Fax: +1 204 653 2699
www.ey.com

This is Exhibit C referred to in the
affidavit of Bryan Lee
sworn before me this 24th day of
January, 2017
Janine Park
Justice of the Peace and for Saskatchewan

Confidential

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 MNLA (as defined below). Below are a few key sections contained within the Constitution:

- 2(1). There shall be a MNLA which shall be the governing authority of the Metis Nation-Saskatchewan.
- 2(3). The MNLA 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):

ITEM (1) EXHIBIT C

Handwritten initials/signature

- o 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;
 - o 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;
 - o 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);
 - o 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;
 - o 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;
 - o pay any and all amounts related to the premises located at 231 Robin Crescent, Saskatoon, SK S7L 6MB (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;
 - o maintain an offsite backup of the Métis citizenship records (the "Backup");
 - o pay other expenditures requested by the MNS and supported by a majority resolution of the PMC; and
 - o 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 Shoforst 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.

Eni

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.

This is Exhibit C referred to in the affidavit of Bryan Lee sworn before me this 24th day of January, 2017

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

Janice Pasko
A Commissioner for Justice in and for Saskatchewan
Apostolic Notary Public

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

ITEM (2) EXHIBIT C

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 Bailly

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

DIVISION VIII – RECEIVERS AND RECEIVER-MANAGERS

Functions of receiver

81 A receiver of any property of a corporation may receive, subject to the rights of secured creditors, the income from the property and pay the liabilities connected with the property and realize the security interest of those on whose behalf he or she is appointed, but, except to the extent permitted by the court, he or she may not carry on the activities of the corporation.

1995, c.N-4.2, s.81.

Functions of receiver-manager

82 A receiver of a corporation may, if he or she is also appointed receiver-manager of the corporation, carry on any activities of the corporation to protect the security interest of those on whose behalf he or she is appointed.

1995, c.N-4.2, s.82.

Directors' powers cease

83 Where a receiver-manager is appointed by the court or under an instrument, the powers of the directors of the corporation that the receiver-manager is authorized to exercise may not be exercised by the directors until the receiver-manager is discharged.

1995, c.N-4.2, s.83.

Duty to act

84 A receiver or receiver-manager appointed by the court shall act in accordance with the directions of the court.

1995, c.N-4.2, s.84.

Duty under instrument

85(1) A receiver or receiver-manager of a corporation appointed under an instrument shall:

- (a) act honestly and in good faith; and
- (b) deal with any property of the corporation in his possession or control in a commercially reasonable manner.

(2) A receiver or receiver-manager appointed under an instrument shall act in accordance with that instrument and any direction of the court made pursuant to section 86.

1995, c.N-4.2, s.85.

Directions given by court

86 On an application by a receiver or receiver-manager, whether appointed by the court or under an instrument, or on an application by any interested person, the court may make any order it considers appropriate, including an order:

- (a) appointing, replacing or discharging a receiver or receiver-manager and approving his accounts;

This is EXHIBIT C referred to in the affidavit of Bryan Lee sworn before me this 24th day of

January, 2017

Jamie Pash

Notary Public for Saskatchewan
Court Official

ITEM (3) EXHIBIT C

**MÉTIS NATION – SASKATCHEWAN
PROVINCIAL MÉTIS COUNCIL SPECIAL MEETING
December 30, 2016**

Minutes of the Métis Nation – Saskatchewan (MNS) Provincial Métis Council (PMC) Special Meeting held December 30, 2016 in the Cosmopolitan Room, at the Holiday Inn Downtown, 101 Pacific Avenue, Saskatoon, Saskatchewan.

PRESENT:

Gerald Morin, Vice-President, Co-Chair
Helene Johnson, Co-Chair
Lela Arnold
Jaycee Bell
Michael Bell
Earl Cook
Shelly Kapell

Billy Kennedy
Derek Langan (arrived at 9:35 a.m.)
Glen McCallum
Darlene McKay
Tammy Mah
Lennard Morin
Shannon Unrau

ABSENT:

Robert Doucette, President
Louis Gardiner

May Henderson
Chester Herman

ALSO PRESENT:

Lorne Gibson, Election Consultant
Loretta Metzger, Interim Chief Electoral Officer
(arrived at 1:45 p.m. / departed at 2:00 p.m.)

Mavis Taylor, Chief Executive Officer

OBSERVERS:

Lana Bonnor, Observer
Dave Halborson, Observer

This is Exhibit C referred to in the
affidavit of Bryan Lee
sworn before me this 24th day of
January, 2017
Janice Pash
Commissioner for Oaths and for Saskatchewan
Reg. # _____ Court Official

ITEM (4) EXHIBIT C

It was MOVED (Earl Cook) and SECONDED (Tammy Mah)

That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council directs that the next MNS General Election be held May 27, 2017.

CARRIED UNANIMOUSLY.

5. MÉTIS NATION LEGISLATIVE ASSEMBLY (MNLA)

5.1 Discussion

It was MOVED (Tammy Mah) and SECONDED (Lennard Morin)

That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council (PMC) directs that the Métis Nation Legislative Assembly and General Assembly be held February 18 and 19, 2017 at TCU Place in Saskatoon, Saskatchewan.

CARRIED UNANIMOUSLY

5.2 Report from Ernst & Young (EY) on Event Planning

Related information: News release regarding "Métis Nation – Saskatchewan delays general election due to unforeseen circumstances", dated December 31, 2016

It was MOVED (Earl Cook) and SECONDED (Jaycee Bell)

That the Métis Nation – Saskatchewan Provincial Métis Council (PMC) authorizes the release of the "News Release" reviewed by the BMC on December 30, 2016, with the following revisions:

- Change the subtitle to "Métis Nation Legislative Assembly and General Assembly set for February 18-19, 2017", and
- Replace the text under "For further information" with: "Please contact Métis Nation – Saskatchewan Vice President Gerald Morin at 306-220-0071, your respective Regional Representative, or visit the official website at <http://metisnation.sk.com/>"

CARRIED

(Shelly Kapell voted in opposition)

1:45 p.m.

Loretta Metzger joined the meeting.

4.2 Appointment of Chief Electoral Officer / Deputy Chief Electoral Officer (Continued)

Related on-table information: Resume of Loretta Metzger

Ms. Metzger introduced herself to the meeting and reviewed her professional experience in the education system (as a teacher, principal and administrator) and her subsequent involvement in various electoral processes.

Mavis Taylor, Chief Executive Officer (CEO), advised Ms. Metzger of the PMC's earlier resolution appointing her as Interim Chief Electoral Officer, and the pending affirmation of her appointment at the February 18 and 19, 2017 MNLA. Ms. Metzger agreed to promptly collaborate with Mr. Gibson regarding information available related to the pending election and to contact Ms. Taylor for further general information regarding

Section

F

QUEEN'S BENCH FOR SASKATCHEWAN

Citation: 2017 SKQB 49

Date: 2017 02 16
Docket: QB 22/17
Judicial Centre: Prince Albert

QUEEN'S BENCH
Judicial Centre of PRINCE ALBERT
Judicial Centre of PRINCE ALBERT

FEB 17 2017

FILED

LATE FILED

BETWEEN:

BRYAN LEE, LOUIS GARDINER, KELVIN ROY

Applicants

- and -

METIS NATION-SASKATCHEWAN SECRETARIAT INC.
and PROVINCIAL METIS COUNCIL

Respondents

Counsel:

Bryan Lee
Louis Gardiner
Kelvin Roy
Jay D. Watson

self-represented
self-represented
self-represented
for Metis Nation-Saskatchewan Secretariat Inc.
and Provincial Metis Council

FIAT
February 16, 2017

LABACH J.

INTRODUCTION

[1] Bryan Lee, Louis Gardiner and Kelvin Roy [applicants] have made an application for injunctive relief directed against the Metis Nation-Saskatchewan Secretariat Inc. [Secretariat] and the Provincial Metis Council [PMC], [collectively the

respondents]. Specifically, the applicants request an injunction restraining the respondents from proceeding with the Metis Nation Legislative Assembly and General Assembly [MNLA-GA] set for February 18 and 19, 2017, in Saskatoon, Saskatchewan.

[2] To understand the applicants' arguments as to why an injunction should be granted in this case, one must understand the governance structure of the Metis Nation of Saskatchewan [MNS]. This structure is perhaps most succinctly described by Laing J. in *Metis Nation (Saskatchewan Secretariat Inc.) v Royal Bank of Canada*, 2013 SKQB 257, 425 Sask R 77 [*Metis Nation v Royal Bank*], where he said:

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.

...

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. ...

[3] For the purposes of this case, I would add that Article 2 of the Constitution further states that the MNLA is comprised of the PMC, the local presidents, four representatives of the Metis Women of Saskatchewan and four representatives from the Provincial Metis Youth Council. Article 3 also states that the PMC shall meet at least once every two months, that 11 members of the PMC constitute a quorum and that the PMC sets the date and place for each MNLA on not

less than 30 days' written notice to the president of each local.

[4] Article 4 of the Constitution states that there shall be four executive members of the MNLA, being a president, vice-president, secretary and treasurer, who are elected for four-year terms. This executive shall meet at least once per month and three members shall constitute a quorum.

[5] Article 7 states that the MNLA shall enact electoral legislation and that ~~election for the executive and the PMC shall be held within four years of the previous~~ PMC elections.

[6] According to the evidence, elections were last held on September 7, 2012. At that time, the present members of the PMC were elected, including Robert Doucette as president, Gerald Morin as vice-president, the applicant, Louis Gardiner, as treasurer and May Henderson as secretary. Unfortunately, the years following this election have been marred by internal strife and political struggle between various members and factions within the executive and the PMC. These struggles are well documented in a number of Court of Queen's Bench decisions, including *Metis Nation v Royal Bank*; *Gerald Morin v Metis Nation-Saskatchewan Secretariat Inc. and Metis Nation Legislative Assembly*, QB 1519/2013; *Robert Doucette, Representing Metis Nation-Saskatchewan v Gerald Morin et al*, 2014 SKQB 42 [*Doucette #1*]; and *Robert Doucette, Representing Metis Nation-Saskatchewan v Gerald Morin et al*, 2015 SKQB 98 [*Doucette #2*]. Suffice it to say that these internal struggles brought the PMC to a standstill such that meetings and MNLA's were not being called as required under the Constitution. Eventually this led to the federal government suspending funding for the MNS in November 2014. Without this funding, the MNS could not pay for its ongoing operations and on March 31, 2015, they closed their head office in Saskatoon.

[7] In early 2016, the Government of Canada agreed to reinstate funding to

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the MNS, however only if they retained an "expert advisor" to act in an independent oversight advisory role and receive the monies payable from the government. On February 17, 2016, the Secretariat signed an engagement letter with Ernst & Young chartered accountants [EY] to satisfy the role of expert advisor. According to this letter, EY would receive amounts payable to the MNS by the Government of Canada and facilitate the following:

- To hold up to three Provincial Metis Council 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 meetings;
- preserve and create an off-site backup of the Metis citizenship records; and
- change the locks and pay necessary outstanding rent and other occupancy and asset preservation costs for the premises located at 231 Robin Crescent, Saskatoon, Saskatchewan.

[8] Except as contemplated by this engagement letter, EY would 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 MNS property.

[9] On May 1, 2016, the terms of the engagement letter were amended by joint agreement of EY and the Secretariat. EY would continue to act as an expert advisor under the same terms and conditions in the February 17, 2016, engagement letter except EY would now facilitate the following:

- Hold one provincial Metis Council meeting to allow MNS to continue its planning towards a duly-called Metis National Legislative Assembly;
- preserve and maintain the register; and
- pay necessary outstanding rent and other occupancy and asset preservation costs for the Robin Crescent premises.

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[10] This engagement was amended again on June 17, 2016, and has since been extended to March 31, 2017.

[11] An MNLA was called and took place on July 29, 2016. There is no evidence as to what was discussed or decided at that assembly however EY filed a written report at the assembly regarding their role as expert advisor to the Secretariat and the work they had undertaken as per their engagement letters. This report was filed on this application. On page three of their report, EY outlined their work as follows:

-
- (a) Organization and facilitation of a number of meetings of the PMC, the Finance Committee of the PMC and the MNLA organizing committee;
 - (b) receipt of funding on behalf of MNS from the Government of Canada pursuant to a number of funding agreements and addendums authorized by MNS;
 - (c) payment of certain disbursements in accordance with the MNS agreements;
 - (d) preservation and creation of an off-site backup of the Metis citizenship records;
 - (e) creating a summary of historical cash disbursements of MNS for the three previous years based on available financial records;
 - (f) maintaining a segregated trust bank account for the receipts and disbursements of the 2016 Back to Batoche celebrations;
 - (g) other activities relevant to carrying out the obligations of MNS pursuant to its agreements with the Government of Canada, all as mandated by the PMC; and
 - (h) providing advice and recommendations to MNS as applicable.

[12] On page five of the report under the heading "EY's Role", the report stipulated that:

EY was retained by MNS as an "expert advisor" as that term is defined in the MNS agreements. As described in the engagement letters, EY has not (i) exercised any decision-making authority on behalf of MNS; (ii) assumed any management responsibilities of MNS; (iii) assumed any form of control over MNS' operations, business affairs, or employees; (iv) employed or acted as employer of MNS employees; (v) except for taking possession of a backup of the electronic records of MNS, taken possession of any of MNS' property.

For clarity, EY is not acting as a third party manager in the context that this term is generally used in the context of aboriginal governance and financial administration in Canada. In addition, EY is not acting as a receiver or receiver and manager by virtue of any court order or legislative provision under the laws of Saskatchewan or Canada.

[13] It is clear that EY facilitated the organization and logistical planning of a number of meetings of the PMC held in Saskatoon, Regina, Prince Albert and Yorkton. There is no evidence though as to what was discussed or decided at these meetings. However, with the four-year terms of the executive and the PMC expiring on September 8, 2016, it was apparent from the evidence filed that with EY's assistance, the PMC was attempting to have an MNLA to set elections before the end of the 2016 year. This did not occur, but again, there is no evidence before me as to why it did not occur.

[14] Despite the expiration of their terms, the PMC continued to meet after September 2016. It appears that they met on October 22 and 23, December 2 and 30, 2016 under the watchful eye of EY representatives.

[15] The minutes of the December 30 PMC meeting were filed as evidence in this application. In those minutes, it indicates that an election had been set for February 4, 2017, however the sudden resignation of the chief electoral officer meant that that election would have to be postponed until another MNLA could be held, a new chief electoral officer appointed, and dates for a new election set. It was proposed and carried unanimously by the PMC members present to direct an MNLA-GA to be held on February 18 and 19, 2017, in Saskatoon, that the next general election be held May 27, 2017, and that Loretta Metzger be appointed interim chief electoral officer pending ratification at the February MNLA-GA.

[16] It is on this background that the applicants complain. Mr. Lee and Mr. Roy are presidents of Metis locals. Mr. Gardiner is the elected treasurer of the executive. Their arguments are twofold: firstly, they say that as the Secretariat is a non-profit corporation, s. 83 of *The Non-profit Corporations Act*, 1995, SS 1995, c N-4.2 [Act], took away the powers of the PMC when EY was appointed the receiver/manager of the Secretariat pursuant to the engagement letters. As such, they argue that the PMC

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had no authority to set the February 2017 MNLA-GA. Secondly, they state that according to the MNS Constitution, the executive and the PMC are elected for four-year terms. The terms of the present executive and PMC expired on September 8, 2016 and once their terms expired, they were no longer authorized to carry out or administer policies or programs on behalf of the MNS. In the applicants' view, on either of these two bases, the PMC has no legitimate authority to direct an MNLA-GA to be held February 18 and 19, 2017, and the PMC should be restrained from proceeding with this assembly.

[17] The respondents take a much different position. They argue that EY was never appointed a receiver/manager of the Secretariat by either court order or instrument. They state that the engagement letter is clear that EY was simply an expert advisor and that the PMC and Secretariat retain control of their decision-making authority and day-to-day operations.

[18] They further argue that their authority to act on behalf of the MNS did not expire four years from the date they were elected. If that were the proper interpretation of the Constitution, then another election could never be held. Applying a practical common sense interpretation to the Constitution leads to the conclusion that they continue to have decision-making authority until a new election can occur.

[19] In order for the applicants to be successful, they must establish the requirements for an injunction on a balance of probabilities. Those requirements were set forth by the Supreme Court of Canada in *RJR-MacDonald Inc. v Canada (Attorney General)*, [1994] 1 SCR 311 (QL) at para. 43 [*RJR-MacDonald*]:

...First, a preliminary assessment must be made of the merits of the case to ensure that there is a serious question to be tried. Secondly, it must be determined whether the applicant would suffer irreparable harm if the application were refused. Finally, an assessment must be made as to which of the parties would suffer greater harm from the granting or refusal of the remedy pending a decision on the merits....

[20] I will examine each of these requirements separately,

(a) Serious question to be Tried

[21] In *RJR-MacDonald*, the Court clarified what was meant by "serious question to be tried":

49 What then are the indicators of "a serious question to be tried"? There are no specific requirements which must be met in order to satisfy this test. The threshold is a low one. The judge on the application must make a preliminary assessment of the merits of the case. ...

50 Once satisfied that the application is neither vexatious nor frivolous, the motions judge should proceed to consider the second and third tests, even if of the opinion that the plaintiff is unlikely to succeed at trial. A prolonged examination of the merits is generally neither necessary nor desirable.

51 Two exceptions apply to the general rule that a judge should not engage in an extensive review of the merits. The first arises when the result of the interlocutory motion will in effect amount to a final determination of the action. This will be the case either when the right which the applicant seeks to protect can only be exercised immediately or not at all, or when the result of the application will impose such hardship on one party as to remove any potential benefit from proceeding to trial. Indeed Lord Diplock modified the American Cyanamid principle in such a situation in *N.W.L. Ltd. v. Woods*, [1979] 1 W.L.R. 1294, at p. 1307:

Where, however, the grant or refusal of the interlocutory injunction will have the practical effect of putting an end to the action because the harm that will have been already caused to the losing party by its grant or its refusal is complete and of a kind for which money cannot constitute any worthwhile recompense, the degree of likelihood that the plaintiff would have succeeded in establishing his right to an injunction if the action had gone to trial is a factor to be brought into the balance by the judge in weighing the risks that injustice may result from his deciding the application one way rather than the other.

Cases in which the applicant seeks to restrain picketing may well fall within the scope of this exception. Several cases indicate that this exception is already applied to some extent in Canada.

[22] In this case, the applicants have not started an action against the respondents. They have simply brought an application requesting injunctive relief to prohibit a legislative assembly from occurring. The facts are not really in dispute. The grant or refusal of the injunction will put an end to the matter as the assembly is set to occur in a couple of days hence. Thus in my view, these facts fall within the exception to the general rule as above noted and I need engage in a more extensive view of the merits. To put it another way, I need to be satisfied not just that there is a serious question to be tried, but that the applicant has a strong *prima facie* case. See *Doucette #2* where Scherman J. reached a similar conclusion.

[23] In *St. Brieux (Town) v Three Lakes (Rural Municipality No. 400)*, 2010 SKQB 73, [2010] 11 WWR 490, Foley J. at para. 35 described "strong *prima facie* case" as meaning:

- (a) a strong probability of success should the case go to trial (*P.C.S v Todd, supra*);
- (b) success at trial is more probable than not (*Traynor, supra*);
- (c) strong and clear case with a high degree of assurance that an injunction would be rightly granted (*Benjamin, supra*); and
- (d) real merit to the claim being advanced (*Metz, supra*).

[24] The applicants argue that EY was appointed as receiver/manager of the Secretariat by virtue of the engagement letter dated February 17, 2016, as amended from time to time. Since the Secretariat was defined as a non-profit corporation under both *The Metis Act*, SS 2001, c M-14.01, and the Constitution, s. 83 of *The Non-Profit Corporations Act* suspended the powers of the PMC as directors of the Secretariat to make decisions from February 17 until such time as the receiver/manager was discharged.

[25] While I accept that the Secretariat is a non-profit corporation and subject to the *Act*, the flaw in this argument is that EY was not a receiver/manager of the Secretariat. The engagement letter and EY's report to the MNLA-GA in July 2016 make it clear that they are acting only in an independent oversight advisory role,

assisting in organizing meetings, providing advice, preserving records and playing a very limited role in paying bills associated to the MNS office and with meetings. They make it very clear that they are not exercising any decision-making authority or assuming any management responsibilities on behalf of the MNS, nor are they assuming any form of control over MNS operations or business affairs. EY specifically states in their report that they are not acting as a third party manager, receiver or a receiver/manager. Thus I find no merit to this part of the applicants' argument.

[26] I am also not satisfied that the powers of the PMC or the executive cease four years after they were elected. Given how the MNS Constitution has been drafted, the applicants' interpretation would lead to the absurd result that an election could never again be called. The MNLA enacts electoral legislation and sets elections. Only the PMC can set an MNLA. Therefore, if the PMC's authority to act in this case expired on September 8, 2016, they could not call an MNLA and ergo, no election could ever be set to establish a new PMC. If this were the case, the workings of the MNS would grind to a halt.

[27] The MNS Constitution is silent about what is to occur if an election is not called within four years of the previous election. In such a case, common sense must prevail to allow an interpretive approach that would be consistent with reasonable business efficacy. Here, that common sense approach would be that the PMC continues to have authority to make decisions regarding the operations of the MNS until an election can be held. As a result, I am not satisfied that the applicants' second argument has any merit or would have a strong possibility of success if this case were to go to trial:

[28] Having not proven a strong *prima facie* case on a balance of probabilities, the applicants have failed to meet the first requirement for an injunction.

(b) Irreparable Harm

[29] In *RJR-MacDonald*, the Court explained what is meant by irreparable harm. They said:

58 At this stage the only issue to be decided is whether a refusal to grant relief could so adversely affect the applicants' own interests that the harm could not be remedied if the eventual decision on the merits does not accord with the result of the interlocutory application.

59 "Irreparable" refers to the nature of the harm suffered rather than its magnitude. It is harm which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other. Examples of the former include instances where one party will be put out of business by the court's decision (*R.L. Crain Inc. v. Hendry* (1988), 48 D.L.R. (4th) 228 (Sask. Q.B.)); where one party will suffer permanent market loss or irrevocable damage to its business reputation (*American Cyanamid, supra*); or where a permanent loss of natural resources will be the result when a challenged activity is not enjoined (*MacMillan Bloedel Ltd. v. Mullin*, [1985] 3 W.W.R. 577 (B.C.C.A.)). The fact that one party may be impecunious does not automatically determine the application in favour of the other party who will not ultimately be able to collect damages, although it may be a relevant consideration (*Hubbard v. Pitt*, [1976] Q.B. 142 (C.A.)).

[30] The applicants have failed to provide any evidence that they would experience any harm or damage if the MNLA were to proceed. They said that they would be concerned about the fairness of the MNLA if it went ahead but besides making this general statement, they gave no explanation about what their specific concerns would be nor did they provide any concrete examples about how the fairness of the assembly would be compromised.

[31] The applicants argued that they suffered irreparable harm when the MNS head office closed in March 2015 and that their rights as local presidents were being denied by the PMC. But it strikes me that these are just complaints the applicants have about how the PMC has been conducting business over the last number of years. They are not examples of how they will suffer harm if the MNLA proceeds. As a matter of fact, if the MNLA does proceed, it would give the applicants an opportunity to voice

their concerns about the PMC to the assembly as a whole. It would also facilitate the setting of an election where the applicants could run for positions or lobby for the change that they seem to feel is required at the executive and/or PMC level. As such, the applicants have failed to demonstrate on a balance of probabilities that they, or any of them, would suffer irreparable harm if the injunction is not granted.

(c) Balance of Convenience

~~[32] The Court in *RJR-MacDonald* described this third requirement as follows:~~

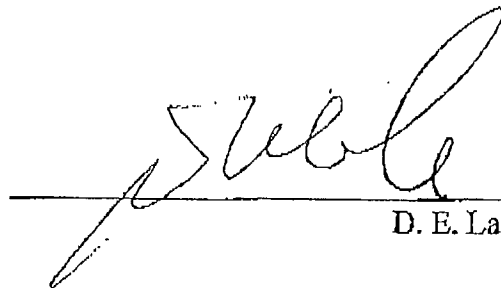
62 The third test to be applied in an application for interlocutory relief was described by Beetz J. in *Metropolitan Stores* at p. 129 as: "a determination of which of the two parties will suffer the greater harm from the granting or refusal of an interlocutory injunction, pending a decision on the merits". In light of the relatively low threshold of the first test and the difficulties in applying the test of irreparable harm in *Charter* cases, many interlocutory proceedings will be determined at this stage.

[33] In my view, the respondents will suffer the greater harm if the injunction is granted than the applicants would if it was not. In both *Doucette #1* and *Doucette #2*, Scherman J., in ordering the PMC to set a date for an MNLA in a timely fashion, went to great lengths to point out that the MNS Constitution required that there be MNLA's twice a year, that only the PMC can schedule an MNLA and that they have a duty to do so. In his view, no MNLA meant that members of the MNS were deprived of the reporting they were entitled to and the ability to make decisions for the MNS in a democratic process. I find it somewhat ironic that given Justice Scherman's clear direction to the PMC to set an MNLA so that the democratic rights of MNS members can be respected, these three applicants are taking the position that somehow their democratic rights are being trampled by the calling of an MNLA-GA.

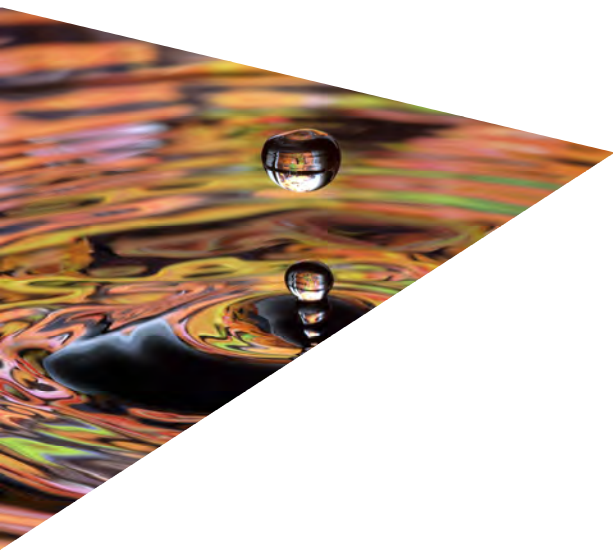
[34] These same reasons previously espoused by Scherman J. remain valid

reasons why the MNLA set for February 18 and 19, 2017, should proceed. Additionally, it should not be forgotten that the MNS lost their federal government funding previously for not having regular MNLA's. A failure to proceed with the February MNLA may very well affect the government's position as to their continued funding of the MNS. Finally, proceeding with the MNLA-GA will give the applicants the opportunity to express their concerns as opposed to hindering their rights as they suggest. For these reasons, the balance of convenience favours denying the applicants' request for an injunction.

[35] As the applicants have not established any of the necessary requirements, their application for an injunction is dismissed.


J.
D. E. Labach

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Metis Nation – Saskatchewan Secretariat Inc.

Ernst & Young Inc. Report to the Metis Nation
Legislative Assembly

29 July 2016



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To the Clerk of the Metis Nation Legislative Assembly

29 July 2016

Re: Ernst & Young Inc. Report

Ernst & Young Inc. humbly submits our report to the Metis Nation Legislative Assembly. We will be available to address any questions in respect of this report.

We would like to express our appreciation for the opportunity to be of service Metis Nation – Saskatchewan Secretariat Inc., and to wish the Metis people of Saskatchewan a successful MNLA.

Sincerely,
ERNST & YOUNG INC.

Per:

A handwritten signature in black ink that reads 'Joe Healey'.

Joe Healey CA, CPA, CIRP
Senior Vice President

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Introduction and disclaimer

1. We have prepared our report (the “Report”) to the Métis Nation Legislative Assembly (“MNLA”) to provide our observations and comments arising from our engagement as advisor to the Métis Nation – Saskatchewan Secretariat Inc. (“MNS”) pursuant to our engagement between Ernst & Young Inc. (“EY”) and MNS dated 17 February 2016, as subsequently extended and amended on 01 May 2016 and 17 June 2016 (the “Engagement Letters”). Copies of the Engagement Letters are attached to this Report as Appendix “A”.
2. During the course of our engagement, our work has included the following activities:
 - a. Organization and facilitation of a number of meetings of the Provincial Métis Council (“PMC”), the finance committee of the PMC, and the MNLA organizing committee;
 - b. Receipt of funding on behalf of MNS from the Government of Canada pursuant to a number of funding agreements and addendums authorized by MNS (the “MNS Agreements”);
 - c. Payment of certain disbursements in accordance with the MNS Agreements;
 - d. Preservation and creation of an off-site backup of the Métis citizenship records;
 - e. Creating a summary of historical cash disbursements of MNS for the three previous years, based on available financial records;
 - f. Maintaining a segregated trust bank account for the receipts and disbursements of the 2016 Back to Batoche celebrations;
 - g. Other activities relevant to carrying out the obligations of MNS pursuant to its agreements with the Government of Canada, all as mandated by the PMC; and
 - h. Providing advice and recommendations to MNS as applicable.
3. This Report presents our findings arising from the work undertaken during the onsite visits, discussions and analysis.
4. In preparing this Report, we have relied upon the audited historical financial statements, unaudited historical financial statements, other unaudited financial and operational information, the books and the records of the MNS and related entities, discussions and meetings with the executive members of MNS, and information from various other sources (collectively, the “Supporting Information”).

5. Unless otherwise noted herein, we have assumed the Supporting Information to be accurate and complete. We have not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Supporting Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants (Canada) Handbook. Accordingly, we express no opinion or other form of assurance regarding the Supporting Information.
6. Our work will not necessarily disclose significant matters about the MNS, any errors, misstatement, irregularities or illegal acts, if such exist, on the part of the MNS, or its directors, officers or employees. The Supporting Information is the sole responsibility of the MNS.
7. This Report is intended solely for the information and use of delegates to the MNLA and is not intended for general circulation or publication, nor is it to be reproduced, referred to or used for any purpose, in whole or in part, without our prior written consent. We will not assume any responsibility or liability for losses incurred by any party as a result of the unauthorized circulation, publication, reproduction or use of any of this Report, or any part of thereof, contrary to the provisions of this paragraph.
8. Monetary amounts are expressed in Canadian dollars unless stated otherwise.

EY's Role

9. EY was retained by MNS as an “expert advisor”, as that term is defined in the MNS Agreements. As described in the Engagement Letters, EY has not (i) exercised any decision making authority on behalf of MNS; (ii) assumed any management responsibilities of MNS; (iii) assumed any form of control over MNS' operations, business affairs, or employees; (iv) employed or acted as employer of MNS employees; (v) except for taking possession of a backup of the electronic records of MNS, taken possession of any of MNS' property.
10. For clarity, EY is not acting as a third party manager in the context that this term is generally used in the context of aboriginal governance and financial administration in Canada. In addition, EY is not acting as a receiver or receiver and manager by virtue of any court order or legislative provision under the laws of Saskatchewan or Canada.
11. In accordance with the MNS Agreements, EY has facilitated the organization and logistical planning of a number of meetings of the PMC held in Saskatoon, Regina, Prince Albert, and Yorkton, SK. In addition, EY facilitated the logistics for PMC meetings that occurred during other national First Nations and Métis meetings in Winnipeg, MB and Vancouver, BC.
12. For those PMC members who were unable to physically attend the PMC meetings in Winnipeg and Vancouver, EY arranged for conference call / telephone access to enable those PMC members to participate in the meetings.
13. EY arranged for a third party service (Raincoast Ventures) to attend PMC meetings to serve as recording secretary. Minutes of all PMC meetings have been posted to a website maintained by MNS (www.metisnationsk.com). A summary of motions adopted by the PMC, as summarized by Raincoast Ventures, is attached as Appendix B.
14. In order to assist the 2016 Back to Batoche planning committee, EY arranged to open a separate trust bank account (segregated from other MNS funds) to administer the receipts and disbursements related to the 2016 Back to Batoche celebrations, including registration and gate fees, sponsorships, and program fees.

EY Observations and Comments

Preservation of MNS Assets

15. Prior to EY's appointment, the Government of Canada had suspended all MNS funding, and day to day operations at MNS had ceased.
16. Upon our appointment and in accordance with the Engagement Letters, EY arranged to change the locks to the MNS offices at 231 Robin Crescent, Saskatoon, SK. EY has maintained control of access to the premises since that time, and made arrangements to bring obligations for insurance, rent, electricity and natural gas arrears current. Any parties that have been provided access to MNS premises (including former MNS executive and staff members) have been accompanied by EY personnel.
17. EY personnel compiled an inventory of all assets and records at the MNS offices, and completed a physical back-up of the MNS computer environment. EY requested that MNS executive and staff members provide password access to facilitate this process, however EY has not been provided with all passwords, and as a result has been unable to access certain MNS records.
18. MNS also leases storage space at an offsite facility located at Besco Storage, 48 Street East, Saskatoon, SK. EY staff attended at the Besco premises, and has changed the locks and compiled an inventory of the records stored at this facility.
19. One of the assets owned by MNS is an extensive library of historical books, documents and records that supports the history of the Métis people of Saskatchewan (the "MNS Library"). EY has prepared a catalogue of the MNS Library.
20. On a regular basis, EY staff have attended at the MNS premises to confirm that the premises are secure and to address to any issues arising.

Financial Obligations of MNS

21. As part of its mandate, EY was requested to compile and summarize a preliminary estimate of financial assets and liabilities. In order to complete this task, EY requested the assistance of the MNS Executive, including the assistance of the MNS Treasurer in

providing access passwords to the accounting software databases. Despite numerous written and verbal requests, to date EY has not had any response to its requests for assistance and a listing of access passwords. Accordingly, the summary compiled by EY is preliminary in nature and is subject to further revision.

22. At the end of June 2016, EY was provided with certain access passwords by former MNS staff, although EY notes that the MNS Treasurer has still not responded to EY's requests for assistance. EY is assessing the availability and completeness of any electronic financial records and will report subsequently to MNS as information is compiled.
23. EY presented its initial findings to the Finance Committee of the PMC, and later presented these findings to the PMC, at PMC meetings held on March 4-5, 2016. A summary of these initial findings are attached as Appendix C, and indicate the following:
 - a. MNS operated three bank accounts: one account at Royal Bank of Canada and two accounts at Bank of Nova Scotia. The aggregate balance of these accounts is approximately \$10,000;
 - b. MNS has a secured line of credit with Royal Bank of Canada ("RBC"), with a balance owing of approximately \$287,000. As a result of the withdrawal of funding and concerns by RBC, management of the account had been transferred to RBC's special loans and workout group;
 - c. MNS also owed approximately \$34,000 to other secured creditors, in respect of leases of office and telephone equipment; and
 - d. EY compiled a preliminary listing of accounts payable balances owed to ordinary unsecured creditors from available physical records. The aggregate amount owed is approximately \$280,000. EY noted that within this balance, the largest amount owing was an obligation of approximately \$183,000 to The W Law Group in respect of unpaid legal fees. Of the remaining obligations, no other individual amount was noted that was higher than \$18,000.
24. EY also identified assets and liabilities in respect of three entities related to MNS: (i) Provincial Métis Holdco Inc. ("Holdco"); (ii) BTB Land Management Inc. ("BTB Land"); and (iii) BTB Festival Days Inc. ("BTB Festival").

25. EY was advised that Holdco is the tenant for the leased MNS office premises. EY identified the following assets and liabilities in respect of Holdco:
 - a. Bank accounts at each of RBC and Scotiabank, with an aggregate balance of approximately \$3,200;
 - b. Holdco had guaranteed a portion of the MNS secured line of credit, to a maximum limit of \$20,000. EY notes that this is not a direct obligation in addition to the amounts owed to RBC by MNS, but instead is a contingent guarantee if there are insufficient assets in MNS to repay the RBC line of credit; and
 - c. Outstanding rent to the landlord (Betchar Holdings) in the amount of approximately \$72,000.
26. EY is aware of a number of other entities connected with MNS. No books, records, or financial information was located on-site at the MNS offices for these entities:
 - a. Provincial Métis Housing Corporation ("PMHC")
 - b. Round Prairie Ventures Inc.
 - c. Round Prairie Development Ltd.
 - d. Métis Society of Saskatchewan.
27. EY requested information from all MNS Executive members, including supporting detailed cash inflows and outflows in respect of the above four entities, as well as any additional information available in respect of BTB Festival and BTB Land.
28. EY has not been provided with any of the supporting cash inflow and outflow details that had been requested except as described in the following paragraph. EY was provided with a copy of a letter from legal counsel to PMHC that supported PMHC's position that it was entitled to refuse to provide the requested information.
29. On July 25, 2016, President Doucette provided EY with unaudited internal financial statements and reports for BTB Festival for the 2013 and 2014 fiscal years, as well as a financial report for the 2015 Back to Batoche event. EY is reviewing this information and will consider what, if any additional information may be required.

Sale of Building and Proceeds

30. EY was advised that in 2009, a building owned by Holdco was sold, generating gross proceeds of approximately \$1.2 million. From this amount, payments were made in

respect of real estate commissions and to discharge mortgages, resulting in a residual balance of approximately \$528,000. This balance was maintained in a trust account at W Law Group, legal counsel to Holdco.

31. From 2013 to 2015, withdrawals were processed from the trust account that depleted this balance. EY has not observed any evidence that the withdrawals were authorized by PMC resolution, however EY also notes that the records of MNS document that these amounts were used to fund the day-to-day operations of MNS and Holdco after the suspension of funding from the Government of Canada. Details of the transactions were reported to the PMC by EY.

Amounts owing to RBC

32. As noted previously, MNS owes RBC approximately \$287,000 in respect of a secured line of credit, the proceeds of which had been used to fund the day-to-day operations of MNS.
33. In support of the secured line of credit and as part of the normal banking documents that evidenced MNS' pledge to repay the line of credit, MNS signed a number of security documents, including a general security agreement that provided RBC with a first claim against all present and after-acquired assets of MNS. Holdco also signed a limited guarantee of the MNS line of credit.
34. On February 22, 2016, RBC appointed the firm BDO Canada Limited ("BDO") to oversee management of the MNS accounts and obligations owing to RBC.
35. EY contacted BDO representatives to provide a current status of the affairs of MNS, and requested copies of the relevant security documents supporting the line of credit. Upon receipt of these documents, EY reported the details of the various banking agreements and security documents to the PMC.
36. On March 29, 2016, legal counsel for RBC formally demanded repayment of the amount of \$296,415.77, comprised of loan balances of \$280,000 plus accrued interest and an outstanding VISA balance of \$41.60.
37. Subsequent to the issuance of the repayment demands, legal counsel for MNS contacted legal counsel for RBC, in an effort to negotiate mutually amicable repayment arrangements.

38. On June 7, 2016, EY was contacted by RBC representatives and advised that management of the MNS accounts were no longer under BDO's management. RBC further indicated that it was prepared to defer formal enforcement proceedings. EY has provided periodic updates to RBC representatives on progress to address amounts owing to RBC.

Sale of MNS Library

39. MNS, with collaboration and support from the Government of Canada and the Gabriel Dumont Institute, have negotiated arrangements for the purchase and preservation of the MNS Library.
40. Upon the closing of this transaction, the proceeds from the sale of the MNS Library will be used to repay amounts owing to creditors of MNS.
41. MNS has requested EY's advice and assistance with respect to any discussions with RBC as a secured creditor of MNS. As of the date of this report, these discussions are ongoing.

2016 Back to Batoche Celebrations

42. MNS requested that EY provide assistance to the 2016 Back to Batoche Planning Committee, including the following:
 - a. Establish a segregated trust bank account for the 2016 Back to Batoche event, distinct from the trust bank account established by EY for MNS receipts and disbursements pursuant to the Engagement Letter;
 - b. Receipt and deposit of cheques provided to the 2016 Back to Batoche Planning Committee in respect of registration, camping fees, program advertisements, and sponsorships;
 - c. Collection and deposit of cash at the admission gate for festival attendees who had not pre-paid their registration; and
 - d. Issue disbursements from the trust bank account for site operational expenses, entertainer fees, and prizes associated with the 2016 Back to Batoche event.

43. EY has reported on the interim financial results of the 2016 Back to Batoche event in the “Statement of Receipts and Disbursements” section. Additional receipts and disbursements are anticipated to occur prior to a final financial report being issued.

2016 MNS Election

44. MNS requested that EY provide support in respect of the 2016 MNS Election. EY arranged for an independent consultant, Mr. Lorne Gibson, to present options and recommendations to the PMC. Subsequent to this presentation, MNS, by way of a resolution of the PMC, retained Mr. Gibson directly as a consultant to MNS.

MNS Office Premises Lease

45. EY has noted and advised the PMC that the premises lease for the MNS offices at Robin Crescent in Saskatoon expires on September 30, 2016. EY is of the view that MNS has three options in respect of the lease:
- a. Arrange for an extension and/or renewal of the term of the existing lease at the current premises;
 - b. Identify new premises and negotiate terms for a new lease. This will involve making arrangements to move the books, records, office equipment and MNS Library to the new premises; and
 - c. Move all the books, records, office equipment and MNS Library into third-party storage facilities and effectively mothball the operations of MNS pending the outcome of the MNS election.

MNLA Preparations

46. MNS requested EY’s assistance and support for the logistical arrangements for the MNLA. On behalf of MNS, EY has undertaken the following MNLA preparation activities:
- a. publication of advertisements providing notice of the MNLA in the Eagle Feather News, Missinipi Broadcasting Corporation, and direct mail to all known Saskatchewan local Métis presidents;

- b. issuance of a press release publicizing the MNLA to media outlets in Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia;
 - c. coordinated booking of meeting rooms, hotel reservations, and conference centre space in advance of the MNLA;
 - d. the former website operated by MNS had lapsed, so a new website was established (www.metisnationsk.com) to post relevant MNLA material;
 - e. receipt of meeting minutes from local Métis presidents to document authorized MNLA delegates;
 - f. forwarding all meeting minutes, agenda items, constitutional and legislative amendments, and information requests to the Clerk of the MNLA;
 - g. arranging and organizing MNLA events and entertainment;
 - h. accepting and coordinating MNLA delegate registrations;
 - i. issuance of reimbursement cheques for MNLA delegates (per kilometer allowances, per diem and incidentals), in accordance with established expense reimbursement policies as described in the MNS Agreements; and
 - j. printing and copying of delegate kits and MNLA supporting documents, as provided by the MNLA Clerk.
47. EY has observed that certain delegate registrations are disputed by various MNS stakeholders. EY was also provided with conflicting sets of meeting minutes that identified MNLA delegates for a number of Métis locals. EY has informed the PMC, the MNLA Clerk, and MNS legal counsel of these disputed or conflicting delegate registrations.
48. EY has not made any determination of and takes no position on the validity or invalidity of any MNLA delegate. EY has processed registration, hotel accommodation, and expense reimbursement for all delegate registrations received, including disputed or conflicting delegates.

Statement of Receipts and Disbursements

49. In accordance with its mandate and pursuant to the Engagement Letters, EY has maintained interest-bearing estate trust bank accounts for the receipt and disbursement of funds related to the mandate. One trust account was created pursuant to the MNS Agreements, and a second account was created solely for the 2016 Back to Batoche celebrations.
50. A summary of the Statement of Receipts and Disbursements is attached to this report as Appendix D.

Appendices

Appendix "A" - EY Engagement Letters

Appendix "B" - Summary of PMC Motions

Appendix "C" - Preliminary summary of assets and liabilities

Appendix "D" - Statement of receipts and disbursements

Appendix A



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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 31st, 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), 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.
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 - 22nd Street East, Suite 1200
Saskatoon, SK S7K 5T6

Tel: +1 306 934 8000
Fax: +1 306 653 5999
ey.com

Confidential

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 MNLA (as defined below). Below are a few key sections contained within the Constitution:

- 2(1). There shall be a MNLA which shall be the governing authority of the Metis Nation-Saskatchewan.
- 2(3). The MNLA 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):

- 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.

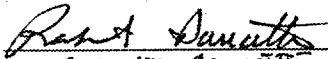
Yours very truly,

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: ROBERT DOUCETTE
Title: President

by 
Name:
Title:

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 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.



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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.
- (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), 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.

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,

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.
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



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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.



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Ernst & Young LLP
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Fax: +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

Joe Healey
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation – Saskatchewan Secretariat Inc.

by *Robert Doucette*
Name: ROBERT DOUCETTE
Title: PRESIDENT

by *[Signature]*
Name:
Title:

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

[Handwritten initials]

Appendix B



MÉTIS NATION – SASKATCHEWAN PROVINCIAL MÉTIS COUNCIL *Summary of June 2015 - June 2016 Meetings*

Summary of Provincial Métis Council (PMC) meeting discussions and decisions
NOT the official minutes of the business conducted by the PMC

JUNE 4 and 5, 2016

Update from Legal Counsel (Jay Watson)

The meeting discussed the ownership of the Batoche lands.

The following resolution was passed:

“That the MN-S PMC directs its Legal Counsel to register the appropriate legal documentation required to change the registered owner of the Batoche lands to “MN-S Secretariat Inc.”

Update from the Federal Government (re: Funding Agreement)

The meeting was informed that Minister Bennett had approved the Gabriel Dumont Institute’s purchase of the MN-S historic library, and had also approved proceeding towards an agreement for the next phase of funding for the MN-S, with funding for an Expert Advisor to oversee the management of funding and operations, until March 31, 2017.

Update from the Back to Batoche Committee

An update was provided on the 2016 Back to Batoche Festival scheduled July 14 to 16, 2016.

The following resolutions were passed:

“That the MN-S PMC requests funds in the amount of \$50,000 from the Clarence Campeau Development Fund, for the 2016 Back to Batoche Festival Inc.”

“That the MN-S PMC requests funds in the amount of \$100,000 from the Clarence Campeau Development Fund, for Back to Batoche capital investments.”

“That the MN-S PMC requests funds in the amount of \$200,000 from the Clarence Campeau Development Fund, to go towards Back to Batoche retroactive capital investments.”

“That the MN-S PMC directs that any funds in any previously established bank accounts for Batoche, be transferred immediately into the designated Back to Batoche account currently held by Ernst & Young.”

During discussion it was agreed that an invitation be extended to the CCDF Board of Directors to attend a future MN-S PMC meeting to discuss Batoche and/or other matters.

Update from the MNLA Committee

An update was provided on preparations for the Métis Nation Legislative Assembly to be held in the Gallagher Convention Centre in Yorkton on July 30-31, 2016.

Legal Notice for MNLA

The following resolutions were passed:

“That the MN-S PMC directs that the 30-day notice of the MN-S Métis Nation Legislative Assembly be signed by the MN-S President or Vice-President, depending on their availability

“That the MN-S PMC directs that the letter provided at the June 4 and 5, 2016 MN-S PMC Meeting from Ernst & Young LLP to the MN-S Locals/Presidents and PMC Members regarding “Preparation for upcoming MNLA to be held on July 30-31, 2016”, dated 30 May 2016, be posted on the MN-S website and that a link to the letter be posted on the MN-S Facebook page.”

GDI Appointment for Eastern Region 1

The following resolution was passed:

“That the MN-S PMC appoints Brian Chaboyer as the Eastern Region 1 Representative on the Gabriel Dumont Institute Board of Governors.”

Letter to Saskatchewan Power

It was confirmed that SaskPower now recognized Delta Métis Local 42 as the Métis local in Cumberland House, and would soon be attending a public community meeting.

Finance Committee

The Finance Committee reported that details regarding various MN-S entities and some prior expenditures, were still being pursued.

The following resolutions were passed:

“That the MN-S PMC directs the Executive to provide to Ernst & Young or the Finance Committee, by June 15, 2016, any financial or other information available since the June 16, 2012 Métis Nation Legislative Assembly for presentation at the 2016 MNL, with respect to the MN-S and its affiliates under the umbrella of the MN-S, including (but not limited to):

- *BTB Festival Days Inc.*
- *BTB Land Management Inc.*
- *Provincial Métis Holdco Inc.*
- *Provincial Métis Housing Corporation*
- *Round Prairie Ventures Inc.*
- *Round Prairie Developments Limited*
- *The Métis Society of Saskatchewan Inc.”*

“That the MN-S PMC directs its Chief Executive Officer (CEO) to take the following actions, with respect to cell phone costs:

- *Cancel Treasurer Louis Gardiner’s cell phone from the MN-S SaskTel account, effective immediately;*
- *Pay cell phone bills for the Executive members (excluding Mr. Gardiner) until July 31, 2016;*
- *Pay cell phone bills for CEO Mavis Taylor, until she ceases employment with MN-S;*
- *Reimburse Vice-President Gerald Morin’s cell phone bills from February 2015 to April 2016 inclusively (up to a reasonable amount to be determined with Ernst & Young); and*
- *Reimburse CEO Mavis Taylor’s cell phone bills, retroactively to her start date as MN-S CEO (up to a reasonable amount to be determined with Ernst & Young).”*

“That the MN-S PMC directs Ernst & Young to reimburse the Manitoba Metis Federation for meeting costs associated with the June 12-13, 2015 PMC Meeting held in Saskatoon, Saskatchewan (for hotel, travel, meals and meeting room costs).”

Delegates for Upcoming MNC Annual General Assembly in Winnipeg

The following resolution was passed:

“That the MN-S PMC appoints the following delegates to attend the June 16, 2016 Métis National Council (MNC) Constitutional Update and the June 17 – 18, 2016 MNC Annual General Assembly: Lela Arnold, Earl Cook, Robert Doucette, May Henderson, Chester Herman, Penny Hurton, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Darlene McKay, Tammy Mah, Gerald Morin, Lennard Morin, and a Western Region 1 representative, to be determined.”

Update from Expert Advisor – Ernst & Young

It was noted that the minutes of the January 16 to 17, 2015 PMC meeting, may not have been approved.

The following resolutions were passed:

“That the MN-S PMC adopts the Minutes of its January 16 – 17, 2015 meeting.”

“That the MN-S PMC appoints Will Goodon and Kathy Hodgson-Smith as Speaker and Deputy Speaker for the MNL 2016.”

“That the MN-S PMC encourages President Robert Doucette to sign the funding agreement between the Government of Canada and the MN-S, as presented to the MN-S PMC on June 4, 2016 by Richard Quintal, and authorizes Vice-President Gerald Morin to sign the agreement on behalf of the MN-S, in the event the President declines to sign.”

Establishment of the MN-S Election Committee

The meeting acknowledged the need to establish an Election Committee to assist in coordinating the 2016 MN-S Election.

The following resolutions were passed:

“That the MN-S PMC appoints Lela Arnold, Earl Cook, Chester Herman and Lennard Morin to participate on the MN-S Election Committee, and to collaborate accordingly with the CEO, in preparing for the 2016 MN-S Election.”

“That the MN-S PMC directs that all PMC member positions terminate August 2, 2016, and that Ernst & Young and the MN-S CEO manage MN-S affairs during the 30-day period prior to the election.”

“That the MN-S PMC directs Ernst & Young to pay the salary for the CEO from available funds, pursuant to the signed employment agreement.”

Website Update

The meeting was informed that a new website had been set up and required approval to activate.

The following resolution was passed:

“That the MN-S PMC directs Ernst & Young to arrange to activate the new MN-S website, as soon as possible.”

Youth Appointments

The following resolution was passed:

“That the MN-S PMC:

- *Reaffirms its earlier decision that 26 youth delegates attend the June 26, 2016 Youth Leadership Conference sponsored by Gabriel Dumont Institute: two delegates from each of the 12 regions, plus two delegates designated by Minister of Youth Gerald Morin and Associate Minister of Youth Billy Kennedy; and further*
- *Approves Minister of Youth Morin and Associate Minister of Youth Kennedy’s attendance at the June 26, 2016 Youth Leadership Conference.”*

Next PMC Meeting

The following resolution was passed:

“That the next MN-S PMC meeting be held June 16, 2016 in Winnipeg, Manitoba at 5:00 p.m.”

APRIL 16 and 17, 2016

Back to Batoche Committee

An update was provided on Back to Batoche 2016, scheduled July 14 to 16, 2016. Comments were offered on: potential sponsorship opportunities; upgrades required to the grounds, the main house and the bathrooms; an unveiling ceremony for the Veteran’s monument; and transforming the main house into an administrative office for Batoche.

A response would be sent to the Clarence Campeau Development Fund CEO, explaining the request for funding, for updates to the Batoche grounds.

Notice had been issued to the tenants of the main house to vacate the premises by May 3, 2016. The rental agreement signed by the President and the tenants was reviewed.

Royal Bank of Canada

The meeting was informed that RBC’s Legal Counsel had been advised that the MN-S’ funding would likely be reinstated, pending some further processes. RBC subsequently requested updates and assurances that the debt would be paid.

Health Data Governance

Dr. Robert Henry and Dr. Caroline Tait presented information on a health data governance project they were working on. Dr. Tait agreed to communicate with Darlene McKay, Minister of Health, to confirm five or six PMC representatives to participate on the project’s Advisory Committee and in discussions on data governance.

Daniels Decision

MNC President Chartier explained that the Supreme Court of Canada’s April 14, 2016 announcement recognized that the federal government’s duties and responsibilities applied to all three of Canada’s Indigenous peoples, including the Métis.

Métis Legal Research and Education Foundation (MLREF) Inc.

The meeting discussed the initial intent of the MLREF in 2002, to provide access as required to free legal services for Métis court cases. A number of cases the MLREF legal team had taken on were reviewed, and members of the MLREF legal team, who provided pro bono legal services, were recognized.

The following resolution was passed:

“Whereas the MN-S, the MNC, several scrip recipients and Elders, and Local Presidents filed a Statement of Claim to the lands of Northwest Saskatchewan in March 1994; and

Whereas the Court of Queen’s Bench has stayed the case since 2004 to allow for the Métis plaintiffs to provide further disclosure of

requested documents by the federal government; and

Whereas the last law firm in Saskatoon which was retained by the MN-S PMC withdrew its services in 2008 due to a lack of fiscal capacity on the part of the MN-S; and

Whereas the federal government is prepared to engage in a reconciliation process with the Métis Nation as represented by the MNC and its Governing Members, including the MN-S; and

Whereas the Supreme Court of Canada on April 14, 2016 ruled that Métis are included in the term "Indians" in s. 91(24) of the Constitution Act, 1867; and

Whereas the Métis Legal Research and Education Foundation Inc. is currently defending three Métis hunters and fishermen from Meadow Lake and Chitek Lake, which are part of the Métis rights bearing community in Saskatchewan; and

Whereas there is a need to engage the representation of a law firm to address the outstanding issues of the Statement of Claim and pursue negotiations regarding Métis access to and governance over the lands of Northwest Saskatchewan as a test case;

Therefore be it resolved that the MN-S PMC hereby retains the Métis Legal Research and Education Foundation Inc. to provide the legal services required by the litigation and/or to assist the MN-S to pursue an out of court resolution through any means, including the upcoming reconciliation process flowing from Ministerial Special Representative Tom Isaac's report."

Delta Métis Local 42 (Cumberland House)

The following resolution was passed:

"That the MN-S PMC request that Earl Cook assist Lennard Morin in drafting:

- A letter to be sent to a recently formed local in Cumberland House, with a copy to the existing Delta Métis Local 42 (Cumberland House), explaining the process outlined in the MN-S Constitution for establishing a new local; and
- A separate letter to Bill Boyd, Minister Responsible for Saskatchewan Power Corporation, informing that Delta Métis Local 42 was the appropriate local with which to communicate in Cumberland House."

Government of Saskatchewan Heritage Property Act

Gareth Evans, Heritage Designations Advisor, Ministry of Parks, Culture and Sport, offered information on applying for heritage designation, for specific elements of a site (i.e. the Batoche festival site, buildings on the Batoche site, and/or the monument only).

A template letter of support would be drafted, for designating the Batoche site and the buildings on the Batoche site as "Heritage Sites", which PMC members could complete and submit accordingly.

Sale of the MN-S Library

The meeting discussed selling the MN-S' historic library to the Gabriel Dumont Institute (GDI) rather than to the Manitoba Metis Federation.

At the request of the Mover and Seconder, and with the consent of the PMC, the following resolution passed by the PMC on March 31, 2016, was duly rescinded: "That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council accept the offer from the Manitoba Metis Federation to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000".

The following new resolution was passed:

"That the MN-S PMC accept the offer from the Gabriel Dumont Institute to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000."

Ernst & Young Directives

The roles of the Expert Advisor were discussed.

The following resolution was passed:

"That the MN-S PMC directs that Robert Lafontaine provide to Ernst & Young, financial information (including detailed cash disbursements and bank statements) related to MN-S affiliates (including the Provincial Métis Housing Corporation and Round Prairie Ventures Inc.), for the purpose of informing the PMC."

Components of a New Funding Agreement

The meeting discussed components of an interim three-month funding agreement, intended to enable EY to continue as the MN-S' independent Expert Advisor.

The following resolution was passed:

“That the MN-S PMC supports the proposed funding agreement presented to the PMC on April 17, 2016 by Richard Quintal, INAC, which could include the following components:

- 1. Ongoing funding to keep Ernst & Young in place as the MN-S Expert Advisor until March 31, 2017 (for safeguarding the MN-S assets, payment of rent and utilities, etc.)*
- 2. Funding to support a MN-S Executive Director position*
- 3. A communications plan*
- 4. Up to a total of ten meetings of the PMC and the PMC’s subcommittees (the Métis Nation Legislative Assembly Committee and the Finance Committee), specifically focussed on supporting the 2016 Métis Nation Legislative Assembly (MNLA) and the 2016 MN-S Election processes*
- 5. Twelve Regional Council meetings*
- 6. The 2016 MNLA and General Assembly (on July 30 and 31, 2016 in Yorkton, Saskatchewan)*
- 7. The 2016 MN-S Election (on September 3, 2016), which will be facilitated by a third party, following the 2007 MN-S Election process.”*

MARCH 31, 2016

Royal Bank of Canada (RBC) Letters

The meeting acknowledged the March 29, 2016 formal demand letters sent to the MN-S on behalf of the RBC, demanding payment of outstanding sums. MN-S’ Legal Counsel had since informed RBC’s Legal Counsel that the MN-S had scheduled a MNLA and an election, and further discussed the feasibility of the MN-S and RBC working towards a forbearance agreement. The Finance Committee and EY agreed to further discuss how to proceed.

Details of a New Funding Agreement

It was confirmed that the PMC’s achievements had been conveyed to Minister Bennett, including setting a date for the 2016 MNLA in Yorkton and calling an election. Comments were offered on funding packages, compiled for the Minister’s consideration.

Initial Funding Agreement with EY – Conclusion Date

The meeting acknowledged that the current agreement between the MN-S and EY indicated

a conclusion date of March 31, 2016.

The PMC agreed that:

- EY will remain the MN-S’ Expert Advisor beyond March 31, 2016, while efforts proceeded towards finalizing a new agreement between the MN-S and EY
- Budget amounts and activities in the new agreement will be reviewed by the MN-S and EY
- A letter signed by the MN-S President or Vice President, will suffice to confirm that the initial engagement letter between MN-S and EY remains in force beyond its March 31, 2016 conclusion date, pending completion of a new agreement.

2016 MNLA and Election

The meeting discussed preparations required for the upcoming MNLA and election. It was agreed that the model developed for the 2007 MN-S Election Process would be improved for the 2016 Election Process (i.e. ballot boxes would be provided at the appropriate pre-determined locations).

EY’s Administration of Back to Batoche Funds

EY was requested to administer the receipt and disbursement of funds related to Back to Batoche 2016, through a dedicated trust account managed by EY.

Access to Clarence Campeau Development Fund (CCDF) Fund

The following resolution was passed:

“That the MN-S PMC direct Darlene McKay, Chair of the Back to Batoche Committee, to send a letter to the CEO of the Clarence Campeau Development Fund, copied to the appropriate representative at INAC, requesting \$300,000 to upgrade the Batoche grounds (\$100,000 for 2016 and \$200,000 for prior years), along with an explanation of the tasks to be completed with the funds requested.”

The potential designation of the Batoche grounds as a cultural site, was being investigated.

MN-S Representation (Legal Counsel / CEO)

The meeting discussed options for retaining Legal Counsel and a CEO to assist the PMC, the Finance Committee and the MNLA Committee in achieving their objectives.

MN-S Library Offers

The meeting was informed that potential sale of the MN-S' historic library was discussed with officials and the Presidents of the Métis Nation of Alberta and the Manitoba Metis Federation. Both organizations offered to purchase the library. Members agreed that proceeds from the sale of the MN-S library could be applied towards paying off the organization's outstanding debt.

The following resolution was passed:

"That the MN-S PMC accept the offer from the Manitoba Metis Federation to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000."

MARCH 4 and 5, 2016

Ratification of Interim Eastern Region 3 Regional Director

The following resolution was passed:

"That the MN-S PMC ratifies Shelly Kapell as Interim Regional Director for Eastern Region 3."

Clarence Campeau Development Fund (CCDF)

Roland Duplessis, Chief Executive Officer, CCDF, reviewed CCDF's objective to stimulate the economic development activities of Métis people and communities.

Gabriel Dumont Institute (GDI)

Geordy McCaffrey, Executive Director, GDI, acknowledged a variety of university-based training and education programs the GDI offered.

Financial Report

EY representatives commented on preliminary estimates of the financial assets and liabilities of the MN-S Secretariat Inc., Provincial Métis Holdco, and MN-S Secretariat Inc. The meeting discussed the value of the MN-S library and artefacts, and considered options to protect the MN-S assets, while potentially alleviating some of the MN-S' financial issues.

MN-S Corporate Registry

EY agreed to contact the MN-S Legal Counsel to seek direction on the process for removing

Janice Henry, Bryan Lee and Alex Morin from the Corporate Registry "Notice of Directors" list.

MNLA / Election Date

The following resolutions were passed:

"That the MN-S PMC set July 30 and 31, 2016 as the dates for the 2016 Métis Nation Legislative Assembly."

"That the MN-S PMC set September 3, 2016 as the date for the 2016 MN-S Election, with advance polls scheduled on August 27, 2016."

Presentation on Climate Issues

Kathy Hodgson-Smith provided a presentation on climate issues, and commented on a March 3, 2016 report, "Vancouver Declaration on Clean Growth and Climate Change".

Letters to Locals and Regions

A list was provided to each PMC member indicating contact information for the locals and other representatives in their regions. Any revisions were requested promptly.

Métis Local 42 - President Elections

Concerns were expressed that that the Mayor and Council of Cumberland may be seeking to call an election for Métis Local 42, which was contrary to Article 7 of the Constitution.

MN-S Website

The meeting was informed that the MN-S' web designers had taken the MN-S website down, as payment for their services was outstanding.

INAC – Next Steps

The meeting discussed potential "Next Steps" leading up to the MNLA and the MN-S Election. It was noted that Canada was keen to collaborate on moving forward, and that Minister Bennett had been kept informed regarding the PMC's discussions and progress.

The following resolution was passed:

"That the MN-S PMC supports INAC drafting, prior to March 31, 2016, a three-month interim funding proposal inclusive of high level objectives, deliverables and outcomes, to retain Ernst & Young beyond March 31, 2016."

It was agreed that while the proposal was being processed, the PMC could move forward in preparing for the MNLA.

Support for La Loche Programs

The following resolution was passed:

“That the MN-S PMC supports INAC working closely with the Métis citizens of La Loche and moving forward with programs in the community, given their extenuating circumstances.”

MNC Registry Meeting / CSA Standing Committee

The following resolution was passed:

“That the MN-S PMC directs that:

- a) *Chester Herman attend the June 22, 2016 MNC Registry Meeting in Vancouver as the MN-S elected representative; and*
- b) *Karen Larocque be invited to attend the June 22, 2016 MNC Registry Meeting in Vancouver as the MN-S technical representative, and to also participate on the CSA Standing Committee.”*

Youth Representatives’ Meeting

Efforts continued towards convening a meeting of youth representatives. It was noted that two youth representatives from each region and two additional youth representatives, would be invited to attend the meeting (a total of 26). The youth meeting could select one youth representative to sit at the MN-S PMC table, and four youth representatives to attend the MNLA.

Back To Batoche

The following resolutions were passed:

“That the MN-S PMC supports Darlene McKay, Chair, Back to Batoche Committee, in accessing business support funding and community grant funding, for Back to Batoche 2016.”

“That the MN-S PMC hereby directs that:

- *Darlene McKay, Chair, Back to Batoche Committee, begin preparing for 2016 Back to Batoche Days;*
- *Thirty (30) days written “Notice to Vacate” be provided to those residing in the house on the Batoche grounds owned by the Métis Nation (including direction to remove all farm implements and machinery the residents are storing on the site), as the house will be required as a meeting/working space for those appointed by the Chair to be in charge of Batoche; and further*
- *That the Chair of the Back to Batoche Committee, also look into the prospect of renovating and residing in the home for the 2016 summer.”*

During discussion, it was requested that an invitation be extended to Prime Minister Trudeau to attend Back to Batoche 2016.

Appointment to MN-S Commission on Governance Report and Citizenship

EY agreed to review the “Accountability Resolution”, review the mandate of the MN-S Commission on Governance Report and Citizenship, pursue the most updated version of the MN-S Human Resources Manual, and ensure the MN-S Corporate Minute Book was up to date.

The following resolution was passed:

“That the MN-S PMC appoints Chester Herman to the MN-S Commission on Governance Reform and Citizenship, replacing former PMC member Bev Worsley.”

Appointment of Additional Delegates for the March 30 and 31, 2016 MNC Policy Conference

The following resolution was passed:

“That the MN-S PMC designates the following five additional PMC members to attend the March 30 and 31, 2016 MNC Policy Conference in Vancouver: Robert Doucette, May Henderson, Shelly Kapell, Darlene McKay and Penny Hurton.”

MN-S Library and Other Assets

Members discussed the potential to resolve some financial issues through the sale of MN-S library materials and/or other assets to another Métis organization.

The following resolution was passed:

“That given the value of the MN-S collection of historic artefacts and the MN-S’ current financial situation, the MN-S PMC requests that Richard Quintal, INAC, seek proposals from other provincial Métis organizations to purchase the MN-S’ historic assets excluding genealogy information (as listed in the catalogues presented to the MN-S PMC on March 4, 2016), providing that the items be made accessible to the MN-S and Métis across the homeland.”

FEBRUARY 19 and 20, 2016

Report from the Third Party Manager: Ernst & Young (EY)

Evan Shoforost, EY, referred the meeting to the February 17, 2016 engagement letter between EY and MN-S, signed by the MN-S President and Vice President.

Finance Committee Meetings with EY

It was agreed that the Finance Committee would meet after the PMC meeting concluded on February 20, 2016, to discuss the organization's financial situation.

Preliminary Summary of Payables

The meeting reviewed a spreadsheet titled "MN-S Summary of Payables". A more detailed list of the organization's assets and liabilities would be considered at the next PMC meeting. It was clarified that the agreement between EY and the MN-S stipulated how the money received, could be spent.

MNLA

Members acknowledged work required leading up to the MNLA. It was agreed that a date for the 2016 MNLA be set at (or before) the March 4 and 5, 2016 PMC meeting.

The following resolution was passed:

"WHEREAS, "Article Six – Clerk" of the "Métis Nation of Saskatchewan Legislative Assembly Act" states that: "The Clerk of the Métis Nation Legislative Assembly will: (Article 6.1) Be the Chief Executive Officer of the Métis Nation – Saskatchewan; (Article 6.2) Be responsible for compiling the necessary documentation for the Order of the Day; and (Article 6.3) Be responsible for the agenda of the Métis Nation Legislative Assembly as directed by the Provincial Métis Council";

BE IT RESOLVED, that Mavis Taylor, Chief Executive Officer of the Métis Nation – Saskatchewan, be appointed as the Clerk of the 2016 Métis Nation Legislative Assembly; and

BE IT FURTHER RESOLVED, that this position be a paid position leading up to the MNLA being held in 2016."

The following additional resolution was passed:

"That the MN-S PMC hereby calls for a Métis Nation Legislative Assembly to be held."

During discussion, it was clarified that a previous decision was made that the next MNLA would be held in Yorkton, Saskatchewan.

Portfolio Assignments

The meeting noted that in accordance with "Article Nine – Reporting" of the Legislative Assembly Act, Ministerial Reports were to be provided at the MNLA. As such, it was agreed that MN-S Ministers' portfolio assignments be promptly reaffirmed with the affiliates. Portfolio holders could then follow up with their respective affiliates and potentially report out at the MNLA.

The following resolution was passed:

"That the MN-S PMC directs that Vice President Gerald Morin and Chief Executive Officer Mavis Taylor collaborate with EY representatives to develop a positive strategy related to affiliate appointments, which will include:

- a) Drafting a letter to the affiliates and government (i.e. Office of the Provincial Interlocutor – Saskatchewan) notifying of the MN-S Portfolio Assignments; and*
- b) Reviving and updating the MN-S website.*

The following portfolio assignments were noted:

- Lela Arnold, Minister of Residential Schools
- Chester Herman, Minister of Northern Affairs; Minister of Sports and Recreation
- Helene Johnson, Minister Intergovernmental Affairs
- Billy Kennedy, Associate Minister of Justice, Child and Family Services; Métis Rights Panellist; Associate Minister of Youth
- Derek Langan, Minister of Métis Housing
- Glen McCallum, Métis Addictions Council of Saskatchewan Inc. (MACSI)
- Darlene McKay, Minister of Health
- Tammy Mah, Minister Responsible for Women
- Gerald Morin, Minister of Justice, Child and Family Services; Minister of Youth
- Lennard Morin, Minister of Veteran Affairs.

Back To Batoche 2016 Update

The meeting received an update on Back to Batoche 2016. Members agreed that tasking the Expert Advisor with managing the financial affairs of the event, demonstrated accountability.

The following resolution was passed:

"That the MN-S PMC directs that finances for Back to Batoche 2016 be administrated through the third party expert advisor, Ernst & Young."

Delegates for the March 30 and 31, 2016 MNC Policy Conference in Vancouver

The following resolution was passed:

“That the MN-S PMC designates the following PMC members to attend the March 30-31, 2016 MNC Policy Conference in Vancouver: Lela Arnold, Earl Cook, Chester Herman, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Tammy Mah, Gerald Morin, and Lennard Morin.”

Delegates for the June 17 to 19, 2016 MNC General Assembly in Winnipeg

The following resolution was passed:

“That the MN-S PMC designates the following PMC members to attend the June 17-19, 2016 MNC General Assembly in Winnipeg: Lela Arnold, Michael Bell, Earl Cook, Robert Doucette, Louis Gardiner, May Henderson, Chester Herman, Penny Hurton, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Darlene McKay, Tammy Mah, Gerald Morin and Lennard Morin.”

MNLA Committee/Finance Committee

It was agreed that the Finance Committee and the MNLA Committee would meet immediately following the February 19 and 20, 2016 PMC Meeting.

Nuclear Waste Management Organization – Cumberland House

The meeting was informed that communities initially engaged in the Nuclear Waste Management Organization site selection process that were no longer being studied, received “duty to consult” funding. The Municipality of Cumberland House continued to hold the portion of funding owed to Métis Local 42.

The following resolution was passed:

“That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council (PMC) directs that a letter be sent to the Municipality of Cumberland House, asking them to release the “Duty to Consult” money owed to Métis Local 42.”

Role of the Treasurer

Members reviewed the roles and responsibilities of the elected MN-S Treasurer, and agreed that a letter be sent to the MN-S Treasurer urging him to engage in PMC activities.

Access to the MN-S Office

It was confirmed that EY had gained access to the interior and exterior doors of the MN-S office.

Expenses for MN-S Chief Executive Officer

The following resolution was passed:

“That the MN-S PMC directs that the MN-S Chief Executive Officer’s travel and accommodation expenses related to work on behalf of the PMC, be paid.”

Agreement Between EY and MN-S

EY representatives agreed to ensure that the Corporate Registry reflected the correct Directors of the Métis Nation – Saskatchewan Secretariat.

Delegate to Attend the March 2, 2016 Meeting with the Prime Minister and Premiers

The following resolution was passed:

“That the MN-S PMC designates Vice President Gerald Morin to attend the March 2, 2016 Meeting with the Prime Minister and Premiers in Vancouver, on behalf of the MN-S.”

Youth Meeting

The meeting was informed that funding was being pursued to organize a youth meeting, which youth representatives (designated by each region) would be invited to attend. In accordance with Article 3.1.4 of the Legislative Assembly Act, four youth members should attend the MNLA.

**JANUARY 16, 2016,
FEBRUARY 5 and 6, 2016**

Funding Proposal from INAC

The meeting was informed that Indigenous and Northern Affairs Canada (INAC) was interested in assisting MN-S to move forward. Minister Carolyn Bennett had approved the implementation of a strategy outlined in a “Proposed Approach Terms of Reference”, and the associated funding.

The following resolution was passed:

“That the MN-S PMC accepts the strategy documented in the “Proposed Approach Terms of Reference” and the associated funding, with the assurances provided by the representatives of INAC during the discussion, and with the

following amendments to the “Proposed Approach Terms of Reference”:

- A. Replace the first bullet of the Objectives section with “To re-establish a strong, reliable and legitimate representative of the Métis of Saskatchewan and to allow them to participate in and inform long-term policy development”; and
- B. Replace the second bullet of the item titled “Funding of up to three Provincial Métis Council meetings” of the Key Elements section with “Provincial Métis Council resolutions that are passed and documented at a properly constituted meeting of the Provincial Métis Council will be required as part of this process.”

MN-S Audit

The following resolution was passed:

“That the MN-S PMC directs the Finance Committee to ensure that the resolution regarding a forensic audit, passed at the June 5, 2015 PMC meeting, be implemented as part of the work of the expert advisor under the INAC funding proposal.”

Citizenship Registry

The meeting was informed that the creation of a Registry Committee had been deferred pending a resolution on the custody of the MN-S Citizenship Registry documents.

MNLA

Discussion ensued on the need to provide reports on the terms of the Master Agreement and the work of the Finance Committee at the MNLA.

MN-S Election

The meeting was informed that the federal government had committed to conducting a MN-S election, modelled on the 2007 MN-S Election process.

2016 Batoche Festival

The following resolutions were passed:

“That the MN-S PMC appoints Darlene McKay as the Chair of the Back to Batoche Festival Committee for 2016 and that Vice-President Gerald Morin be authorized to correspond, in writing, to all government levels and MN-S affiliates requesting funding.”

“That the MN-S PMC appoints Darlene McKay as the Chair of the Back to Batoche Land Management Committee.”

Gabriel Dumont Institute (GDI) Representative Appointments

The following resolutions were passed:

“That the Métis Nation – Saskatchewan Provincial Métis Council appoints Andy McKay as the Cumberland House representative to the GDI Board of Directors.”

“That the MN-S PMC ratifies the appointment of Dennis Langan to the GDI Board of Directors.”

“That the MN-S PMC reappoints Glenn Lafleur to the GDI Board of Directors.”

EB Campbell Dam

The meeting discussed the expiration of the license for the EB Campbell Dam on December 31, 2015, which triggered a duty to consult.

MN-S Signatory

The following resolution was passed:

“That the MN-S PMC requests Vice-President Gerald Morin to sign letters and other documents on behalf of the MN-S, in the absence of the President; and further, authorizes Vice-President Morin to sign letters and other documents as approved by the PMC, in the event that the President declines to sign.”

Payment of Legal Costs

The following resolution was passed:

“That the MN-S PMC confirms its intention to pay for legal services provided to the PMC by Jay Watson, as soon as it is able to do so.”

Reponses to the Media

It was agreed that the MN-S Vice-President respond to media requests for information on the funding arrangement entered into with INAC.

Prospective Third Party Expert Advisors

A number of independent accounting firms in Saskatchewan were contacted to potentially assume the role of Expert Advisor to the MN-S. Representatives of MNP and Ernst & Young provided presentations at the meeting.

The following resolutions were passed:

“That the MN-S PMC authorize contracting the services of Ernst & Young, to act as the Expert

Advisor for the MN-S, guided by the “Expert Advisor – Statement of Work – Key Elements”, approved by the PMC on February 6, 2016.”

“That the MN-S PMC adopt the amended “Expert Advisor – Statement of Work – Key Elements”, provided on February 6, 2016.”

Reimbursement of PMC Expenses

The following resolution was passed:

“That the MN-S PMC direct that INAC reimburse the Prince Albert Métis Women for expenses incurred related to the PMC members’ participation in the following:

- The February 5 and 6, 2016 PMC Meeting
- The January 16 and 17, 2015 PMC (Royal Reporting) Meeting, including the Travelodge costs
- PMC conference calls.”

Approach for the Third Party Expert Advisor

During a review of the document titled “Expert Advisor – Statement of Work – Key Elements”, it was confirmed that funding provided, would flow through the Expert Advisor (the initial transfer of funds could cover immediate office costs, such as rent and insurance).

MNC President Clément Chartier

MNC President Chartier commended the relationship established between INAC and MN-S representatives. Government’s role in re-establishing the MN-S as the representative for the Métis citizens in Saskatchewan was acknowledged.

Contribution Agreement

The meeting reviewed the contribution agreement presented, which outlined an approach to assist the MN-S in moving towards an MNLA and election.

The following resolution was passed:

“That the MN-S PMC accept the “Amending Agreement (No. 1415-HQ-000097) for Subsequent Years of an ARFA Other, Fiscal Year 2015/2016, with Action Planning” as presented to the PMC on February 6, 2016, subject to agreement by the MN-S President or Vice-President.”

JUNE 5 and 8, 2015

Finance / Métis Nation Legislative Assembly (MNLA) Committee Update

The meeting was informed that the Finance and MNLA Committees had met.

Seizure of the Métis Nation – Saskatchewan (MN-S) Financial Records

The following resolution was passed:

“BE IT RESOLVED that given the refusal of President Robert Doucette and Treasurer Louis Gardiner to release any and all financial records pertaining to the MN-S and its affiliated companies to the PMC;

We – the PMC designate the MN-S Finance Committee, which was duly appointed by the PMC at the January 16-17, 2015 PMC meeting, to seize from the MN-S Head Office, or from any other law or accounting office, all financial records of the MN-S and any affiliated companies closely held by the MN-S and/or MN-S Executive, including Provincial Métis Holdco, Round Prairie Ventures, Back to Batoche Festival Inc., etc. immediately; and further

That any such records be taken to and held by Cuelenaere Katzman in trust, ensuring that the Finance Committee maintains control and access of the records, under the instruction of the PMC.”

Formation of a MN-S Registry Committee

The following resolution was passed:

“BE IT RESOLVED that given the lack of funding to the MN-S and the formal announcement of President Doucette to close the MN-S Head Office;

We, the PMC designate a Registry Committee be formed to oversee all matters in relation to the Registry, and that such Registry Committee be responsible to report to the PMC at each and every meeting of the PMC in writing and in the absence of a PMC meeting, on a monthly basis to the members of the PMC. The members of the Registry Committee shall be: Tammy Mah, Lela Arnold, Chester Herman, and Gerald Morin; and further

That the Registry Committee shall immediately seize and secure all records of the MN-S Registry, Genealogy and Archives. Any such records seized and secured shall be taken to and held by the Gabriel Dumont Institute (GDI)

in trust, in partnership with the PMC, ensuring that the Registry Committee maintains control of and access to the records and operation of the Registry, under the instruction of the PMC, until such time as the PMC orders otherwise.”

MN-S Delegates to the Métis National Council 2015 General Assembly

The following resolution was passed:

“BE IT RESOLVED that given the fact that the MN-S is a member of the Métis National Council (MNC) and holds fifteen (15) voting delegates at MNC General Assemblies,

The PMC hereby selects the following individuals to represent the MN-S at the upcoming MNC General Assembly scheduled June 6-7, 2015 in Calgary, Alberta: Gerald Morin; Glen McCallum; Helene Johnson; Bev Worsley; Mavis Taylor; Darlene McKay; Lela Arnold; Tammy Mah; Karen Larocque; Chester Herman; Lennard Morin; and Derek Langan.”

MNLA Date, Funding and Clerk

The following resolution was passed:

“BE IT RESOLVED that given the fact that Canada reported on May 5, 2015, on a teleconference, that a decision has not been taken on the funding to the MN-S to convene the MNLA, PMC meetings, Finance or Human Resources meetings to prepare for an MNLA; and

Given the fact that President Doucette has announced that he has the funding for an MNLA but has failed to demonstrate that such funding exists, and given that Treasurer Louis Gardiner has reported that, as of March 31, 2015, funding sufficient for an MNLA does not exist within MN-S coffers;

The PMC retain Jay Watson, Cuelenare Katzman, to seek an amendment to Justice Scherman’s Order of April 6, 2015 requiring that the calling of an MNLA be done when funding sufficient for meaningful and full participation of the MNLA delegates is secured; and

Further, that Mavis Taylor be appointed to serve as Chief Executive Officer of MN-S and Clerk of the MNLA, whenever called, at a rate to be negotiated by the Finance Committee.”

Batoche Funding

The following resolution was passed:

“BE IT RESOLVED that the PMC Finance Committee establish a plan to address the challenges forthcoming in relation to Back to Batoche Days 2015, and that the PMC Committee work closely with Minister Darlene McKay, Chairperson Responsible for Batoche.”

MN-S Elections

The following resolution was passed:

“BE IT RESOLVED that given that Métis people value democracy and that democracy is the fundamental vision underlying the MN-S Constitution; and further,

Given that since 1976, the MN-S has held ballot-box elections in every Local and was the first such Aboriginal government in Canada to do so. Every election except for the last one, each MN-S Local was entitled to hold a ballot box to ensure the meaningful and democratic election of MN-S leadership by the grassroots people. It is incumbent on the Federal Government to ensure that the necessary resources are secured to carry out such an election. and that includes ensuring that a ballot box be established in every local;

As such, the PMC Finance Committee shall immediately begin discussions with Canada, including Saskatchewan, to secure the necessary funding for the next MN-S election, based on such principles.”

Designated Representative to Engage with Aboriginal Affairs and Northern Development Canada (AANDC) Ministerial Special Representative Thomas Isaac

The following resolution was passed:

“BE IT RESOLVED that the PMC designates Lennard Morin as the representative to engage with the AANDC Ministerial Special Representative Thomas Isaac, on Métis s.35 rights.”

MN-S Affiliated Institution Engagement with AANDC Ministerial Special Representative Thomas Isaac

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC seeks the engagement of its affiliated institutions in discussions with the AANDC Ministerial Special Representative Thomas Isaac.”

MN-S Election Date / CEO

The meeting discussed potential MN-S election dates, but did not reach a decision.

Métis Nation Legislative Assembly (MNLA)

The meeting discussed a potential date for a MNLA, but did not reach a decision.

Forensic Audit / Information Provided to Prince Albert City Police

The following resolution was passed:

“WHEREAS the Constitution, Acts and legislation of the MN-S sets out the processes of the MN-S; and

WHEREAS the PMC of the MN-S is the legitimate authority of the MN-S; and

WHEREAS the PMC of the MN-S has been blocked by the Executive from exercising its fiduciary responsibilities pertaining to any and all aspects of the MN-S; and

WHEREAS the Government of Canada has made significant financial contributions to the MN-S prior to ceasing all funding to the MN-S;

BE IT THEREFORE RESOLVED that the MN-S PMC requests that the Government of Canada conduct a forensic audit on:

- 1) Métis Nation – Saskatchewan;*
- 2) Métis Nation – Saskatchewan Secretariat Inc.;*
- 3) Any corporations closely held by the Métis Nation – Saskatchewan, including but not limited to Provincial Métis Holdco, Holdco Trust, Round Prairie Ventures Inc., Round Prairie Development Corp., BTB Festival Days Inc., BTB Land Management Inc.; and*
- 4) Boards or committees established by President Robert Doucette during the 2007 to 2012 and 2012 to 2015 terms of office.”*

Amendment of Corporate Documents

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC directs the Finance Committee to investigate and correct the corporate records to reflect the current PMC members, and to file the amendments to the corporate records.”

Third Party Management

It was confirmed that the Finance Committee would be assigned to work with the third-party management. An update on arrangements for third-party management was provided.

Update on Pending Court Action

The meeting was informed that legal counsel provided advice on the need to demonstrate to the Courts that the PMC and the MNLA Committee had acted in good faith to comply with the Order issued by Justice Scherman to hold an MNLA by June 19, 2015.

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC appoints Kathy Hodgson-Smith as the MN-S Technician to assist the MN-S Designated Representative Lennard Morin to represent the MN-S in the engagement with the Minister of AANDC Ministerial Special Representative Thomas Isaac.”

* * *

ACRONYM LIST

The following acronyms were used in this summary:

AANDC	Aboriginal Affairs and Northern Development Canada
CCDF	Clarence Campeau Development Fund
EY	Ernst & Young
GDI	Gabriel Dumont Institute
INAC	Indigenous and Northern Affairs Canada
MNC	Métis National Council
MNLA	Métis Nation Legislative Assembly
MN-S	Métis Nation – Saskatchewan
PMC	Provincial Métis Council
RBC	Royal Bank of Canada

Appendix C

Metis Nation - Saskatchewan Secretariat Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Financial Assets
 INAC Funding Holdbacks
 Other Assets - Furnishings, equipment, computers
 Historical Assets - Library

Estimated Current Balance
 To be confirmed
 To be confirmed
 To be confirmed

Statement Date	Statement Balance	Estimated Current Balance
29-Jan-16	90.25	90.25
25-Feb-16	3,690.50	3,690.50
25-Feb-16	6,280.51	6,280.51
Total Bank Account Balances		10,061.26

Financial Liabilities

Creditor Name
 RBC Operating Line of Credit # 03009 29078102 001
 RCAP Contract # 390514-251531
 Xerox Canada

Invoice Number	Date	Estimated Liability
N/A	13-Oct-15	286,601.35
N/A	13-Oct-15	27,284.63
957697303	23-Feb-16	7,264.37
Subtotal secured creditors		321,150.35

Subtotal secured creditors

Advanced Data Systems Ltd.	SR10242	20-Jan-15	12,582.90
Besco Storage & Warehousing (1999)	10195	22-Jan-16	2,855.00
General Credit Services - Bridge City Bookkeeping	N/A	09-Feb-16	229.23
Cuelenaere, Kendall, Katzman & Watson	165251	14-Oct-15	17,821.75
Done Right Commercial Cleaning Inc.	3252	25-Feb-15	342.80
Hutchinson Warren & Associates - Kelly Services	127488	24-Sep-15	433.44
Ile-A-La-Crosse Communication Society Inc.	812	17-Sep-13	52.50
Kanuka Thuringer LLP	97852		719.93
Loraas Disposal Inc.	1292	21-Sep-15	986.03
McKercher LLP	N/A		1,699.17
Merchant Law Group LLP	106428	18-Sep-13	13,472.34
Pitney Bowes	N/A	16-Oct-15	226.97
Rasmussen Rasmussen & Charowsky Legal Professional Corporation	1763	01-May-13	13,472.80
Reliable Heating & Cooling	17452	30-Oct-15	126.00
Sasktel	N/A	25-Feb-16	10,780.54
Sasktel Mobility	02510324	29-Jan-16	1,657.47
Supreme Office Products Limited	S414735	10-Aug-15	182.54
Saskatchewan Workers' Compensation Board	5856078	08-Feb-16	1,856.07
The W Law Group	16555	24-Feb-16	183,489.62
Web 2 Design	2374	12-Feb-15	2,353.40
WMCZ Lawyers	8486	19-Nov-15	14,961.58
Subtotal unsecured creditors			280,302.08
Total Estimate of Financial Liabilities			601,452.43

Subtotal unsecured creditors

Total Estimate of Financial Liabilities

NOTICE TO READER:

Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of Metis Nation - Saskatchewan Secretariat Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

Provincial Metis Holdco Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Bank Account Balances	Statement Date	Statement Balance	Estimated Current Balance
Royal Bank of Canada 07378 102-017-1	29-Jan-16	1,032.58	1,032.58
Total Estimate of Financial Assets			<u>1,032.58</u>

Financial Liabilities

Creditor Name	Invoice Number	Date	Estimated Liability
Secured Contingent Claim on RBC Operating Line of Credit # 03009 29078102 001	N/A		20,000.00
			<u>20,000.00</u>
Subtotal contingent claims			
SaskEnergy	N/A	19-Feb-16	456.08
Betchar Holdings	N/A		72,297.00
			<u>72,753.08</u>
Subtotal unsecured creditors			<u>92,753.08</u>
Total Estimate of Financial Liabilities			

NOTICE TO READER:

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BTB Land Management Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Financial Asset
 Land by Batoche

	Invoice Number	Date	Estimated Liability	Asset value unknown
Creditor Name				
RM of St. Louis	N/A	24-Feb-16	24,454.22	
Rosthern Agencies	N/A	24-Feb-16	9,148.00	
KPMG LLP	N/A	24-Feb-16	10,000.00	
			<u>43,602.22</u>	
			<u>43,602.22</u>	

Subtotal unsecured creditors

Total Estimate of Financial Liabilities

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BTB Festival Days Inc.
PRELIMINARY Estimate of Financial Assets and Financial Liabilities
See Notice to Reader

Creditor Name	Invoice Number	Date	Estimated Liability
Sasktel Mobility - BTB Festival	N/A	25-Feb-16	522.77
SOCAN	N/A	01-Feb-16	53.80
Subtotal unsecured creditors			<u>576.57</u>
Total Estimate of Financial Liabilities			<u>576.57</u>

NOTICE TO READER:
Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of BTB Festival Days Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

Metis Nation - Saskatchewan Secretariat Inc. - Summary of Disbursements
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

	Invoice Number	Date	Estimated Liability
Yorkton PMC/BOD Meeting Travel Reimbursements	N/A	19-Feb-16	(8,859.94)
Yorkton PMC/BOD Meeting Hotel (Holiday Inn Express Yorkton)	9003	20-Feb-16	(4,630.69)
Yorkton PMC/BOD Meeting Hotel (Holiday Inn Saskatoon)	N/A	21-Feb-16	(318.00)
Yorkton PMC/BOD Meeting Microphone Rental (Saddles and Steel)	13015	18-Feb-16	(165.00)
Yorkton PMC/BOD Meeting Beverages	N/A	19-Feb-16	(49.41)
Yorkton PMC/BOD Finance Committee Meeting Lunch (Subway)	N/A	20-Feb-16	(42.00)
Yorkton PMC/BOD Finance Committee Meeting Minutes	MT16-011E	15-Feb-06	(5,040.00)
			<u>(19,105.04)</u>

Subtotal Yorkton PMC/BOD Meeting Fees

	Invoice Number	Date	Estimated Liability
City of Saskatoon	N/A	19-Feb-16	(3,332.25)
SaskEnergy	N/A	19-Feb-16	(1,243.68)
Keyman Locksmith	N/A	18-Feb-16	(126.50)
Keyman Locksmith	N/A	19-Feb-16	(94.50)
Keyman Locksmith	N/A	21-Feb-16	(84.00)
External Hard Drives for Registry and Server Backup	N/A	22-Feb-16	(439.98)
Software for Registry and Server Backup	AKD-73646344503	23-Feb-16	(295.00)
Butler Byers Commercial Insurance Coverage	456143	24-Feb-16	(5,806.00)
IT Data Security Costs - Estimate of time costs	TBD		(15,000.00)
			<u>(26,421.91)</u>

Subtotal Asset Protection and Insurance

	Invoice Number	Date	Estimated Liability
Estimated Saskatoon PMC/BOD Meeting Travel Reimbursements	N/A	04-Mar-16	(8,800.00)
Estimated Saskatoon PMC/BOD Meeting Hotel (Holiday Inn Saskatoon)	N/A	04-Mar-16	(4,500.00)
Estimated Saskatoon PMC/BOD Meeting Beverages	N/A	04-Mar-16	(50.00)
Estimated Saskatoon PMC/BOD Meeting Minutes	N/A	04-Mar-16	(5,000.00)
			<u>(18,350.00)</u>
			<u>(63,876.95)</u>

Total Estimate of Contribution Agreement Disbursements and Financial Commitments
 Subtotal Accrued Liabilities for Saskatoon PMC/BOD Meeting

Appendix D

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

For the period from February 18, 2016 to July 28, 2016

	<u>General Funds</u>	<u>Back to Batoche</u>	<u>TOTAL</u>
RECEIPTS			
INAC Funding	\$ 1,146,000.00	\$ -	\$ 1,146,000.00
Admission / Camping Fees	N/A	65,331.75	65,331.75
Return of Float	N/A	1,000.00	1,000.00
Sponsorship / Donation / Program Ads	N/A	91,250.00	91,250.00
Interest earned	207.01	-	207.01
Other	-	-	-
	<hr/>	<hr/>	<hr/>
Total receipts	\$ 1,146,207.01	\$ 157,581.75	\$ 1,303,788.76
DISBURSEMENTS			
MN-S office expenses (rent, insurance, utilities)	\$ 134,625.29	\$ -	\$ 134,625.29
MN-S CEO/Clerk of MNLA Remuneration	22,548.90	-	22,548.90
MNLA meeting (incl travel)	77,545.66	-	77,545.66
PMC and Finance Committee meetings (incl travel)	85,549.73	-	85,549.73
Website / communications	6,432.06	2,850.00	9,282.06
IT / Records preservation	816.68	-	816.68
EY fees/disbursements	137,936.75	-	137,936.75
Legal services (retainer/fees/disbursements)	77,821.75	-	77,821.75
GST / HST / PST paid	16,301.78	-	16,301.78
Meeting minutes	28,438.52	-	28,438.52
Advertising Costs	1,200.00	-	1,200.00
Cash Float	-	1,000.00	1,000.00
B2B Site operational expenses	-	50,001.57	50,001.57
B2B Administration	-	9,000.00	9,000.00
Insurance	-	6,760.00	6,760.00
Entertainment/Rodeo/Programming	-	28,122.50	28,122.50
Prize / Honoraria	-	2,750.00	2,750.00
Site Security	-	12,300.00	12,300.00
Miscellaneous	-	-	-
	<hr/>	<hr/>	<hr/>
Total disbursements	\$ 589,217.12	\$ 112,784.07	\$ 702,001.19
Excess of receipts over disbursements before distributions	\$ 556,989.89	\$ 44,797.68	\$ 601,787.57
Return of funds			
MN-S	-	-	-
Other	-	-	-
	<hr/>	<hr/>	<hr/>
Cash in EY trust bank accounts	\$ 556,989.89	\$ 44,797.68	\$ 601,787.57
	<hr/>	<hr/>	<hr/>

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