



TEMAGAMI FIRST NATION
COMMUNITY MEETING
MATERIALS PACKAGE



TEMAGAMI
FIRST NATION

September 18, 2022

Provided by Victoria Grant, Interim Executive Director



TEMAGAMI
FIRST NATION

CONTENTS

Pg 1	ITEM 1: Proposed Agenda
Pg 2-6	ITEM 2: Draft Minutes - July 17, 2022
Pg 7-8	ITEM 3: TFN Departmental Updates
Pg 9-17	ITEM 4: Community Financial Report
Pg 18-26	ITEM 5: TFN Constitution and Mail-In Ballots
Pg 27-59	ITEM 6: Resource Revenue Sharing
Pg 60-64	ITEM 7: Land Use Plan for Bear Island
Pg 65	ITEM 8: <i>Restoule</i> Update
Pg 66	ITEM 9: n'Daki Menan Relationship Agreement

Item #1: Proposed Agenda

Agenda for Community Meeting September 18, 2022

At the MGM building on Bear Island

Time 10:00 – 5:00 P.M.

Proposed Agenda and Timeline

- 10:00 Opening Prayer by Elder June Twain

 Welcome by the Chief Shelly Moore Frappier
- 10:15 Approval of Agenda – (Attached Item 1)
- 10:45 Review Community Minutes July 17, 2022 (Attached Item 2)
- 11:00 Highlights from TFN Staff and Administration (Attached Item 3)
 Laura McKenzie Learning Centre Update (Attached Item 3)
- 11:15 Audit and Financial Report (Attached Item 4)
- 12:00 Take Out Lunch Break
- 1:00 Ballots Election Process (Tribal Constitution, Proposed Motion – Item 5)
- 2:00 Resource Revenue Sharing Agreement (Attached - Item 6)
- 3:00 Break
- 3:15 Land Use plan for Bear Island (Attached Item 7)
- 4:00 Negotiations: Bruce McIvor, Legal Council will be joining the meeting
Restoule at the Supreme Court of Canada (Attached Item 8)
Ndaki-Menan Relationship Agreement (Attached Item 9)
- 5:00 Closing comments by Chief Shelly Frappier Moore and Closing Prayer

Item #2: Draft Minutes

Item #2



**TEMAGAMI
FIRST NATION**

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**TEMAGAMI FIRST NATION PROPOSED DRAFT MINUTES
COMMUNITY MEETING – JULY 17, 2022
MGM GATHERING HALL**

ATTENDANCE COMMUNITY:

Cathy Metcalfe, Raymond Katt, Ursula O’Sullivan, Peter Neu, Pat Neu, Patsy Turner, Jesse Paul, Kathy Beddows, Marion Blake, Lynn Cote, JP Grant, McKenzie Grant, Joe Twain, Roger Montroy, Marie Montroy, Kim Montroy, Judy Montroy, Holly Guppy, Millie White, Douglas McKenzie Sr, Lydia McKenzie, Lucille McKenzie, Hugh McKenzie, Victoria Wilde, Lisa Paul, Michaele O’Leary, Carol James, Laura Irvine, Steve Missabie, Alyssa Paul, David Laronde, Jason Fehr, Angela Katt, Steve Turner.

STAFF:

Victoria Grant, Interim Executive Director; Heidi Jobson, Communications Officer; Tammy Cole, IT Services Provider; Megan Douglas, Executive Assistant; Annette Paul, Health Services Manager; Lynn Mongrain, Education Manager; Peter McKenzie, Interim Economic Development Officer; Michelle Polson, TMFC Supervisor; Vicky Blake, Finance Manager; Mike Molyneaux, Interim Land & Resources Director; Virginia McKenzie, Justice Services Supervisor; Virginia Paul, Social Services Supervisor.

CHIEF & COUNCIL:

Chief Shelly Moore-Frappier, 2nd Chief John McKenzie, Councillor Michael Paul, Councillor Jamie Saville, Councillor Joseph Katt, Councillor Douglas H. McKenzie (Zoom).

CHAIR:

Marvin Hare

ELDER:

June Twain

ADMINISTRATION DEPARTMENT

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Item #2

1. OPENING REMARKS

Noted, Marvin Hare provided the opening remarks for the meeting.

2. OPENING PRAYER

Noted, June Twain offered the opening prayer and smudge with all attendees.

3. ADOPTION OF AGENDA

Motion #2022-0717-001

Accept the agenda as presented.

Moved by 2nd Chief John McKenzie

Seconded by Raymond Katt

0 Abstentions

0 Oppositions

CARRIED

4. ADOPTION OF THE MINUTES

Motion #2022-0717-002

Motion to adopt meeting minutes from October 30, 2021 as presented.

Moved by Judy Montroy

Seconded by Chief Shelly Moore-Frappier

0 Abstentions

0 Oppositions

CARRIED

4. UPDATE ON ITEMS FROM THE ROLLING AGENDA OF OCTOBER 30, 2021:

I. SCHOOL UPDATE (FOLLOWING UP ON RESOLUTION #2021-1030-002)

Noted, the Interim Executive Director provided an update regarding the LMLC which was that generally, the school is in fair to poor condition but is still considered to be a safe environment.

A second assessment was conducted on June 27, 2022. This assessment was for the exterior and interior structure. Reports have not been received for this inspection as of yet, but TFN will know more once they are received. Noted, a new portable has been approved for September 2022 which will be used for the grades 6-8 students.

It was noted that the children need a good learning environment and that the school is not adequate for children with special needs. It was also noted that the Regional Education Advisor is working on a transformative curriculum for Temagami First Nation (ex. Land-based learning, traditional teachings).

The Interim Executive Director explained that Indigenous Services Canada has asked that Temagami First Nation put together a list of priorities with respect to infrastructure and the school is TFN’s main priority.

Noted, the LMLC will be added as an agenda item at the next meeting for an update.

II. LITIGATION UPDATE

Noted, the Interim Executive Director provided a litigation update to the community regarding the BD Cardinal matter.

It was confirmed by the Finance Manager that so far, TFN has spent \$12,550 in legal fees on the BD Cardinal matter.

III. PERSONNEL POLICY

Noted, the Interim Executive Director advised the community that the Personnel Policy is an operational policy of the Temagami First Nation Administration that defines the treatment, rights, obligations, and relations of people in an organization. Its purpose is to ensure that the Temagami First Nation Administration hires those employees best suited to assist the organization in achieving its goals and objectives. The Temagami First Nation Administration is undergoing a review of the current policy.

Noted for the record that recess occurred between 12-1pm for lunch.

Upon returning from lunch, Virginia McKenzie provided the background on Hanto Yo and explained where the statue came from, a gift from long-time residents of Lake Temagami, John Picaric, and his wife.

5. STRATEGIC PLAN PRESENTATION BY CHIEF SHELLY MOORE-FRAPPIER

Noted, Chief Shelly Moore-Frappier presented Chief & Council's Strategic Plan to the community.

Questions from the community were mainly surrounding a concrete timeline for action items within the Strategic Plan (dates, who is responsible for what, what department will the money come from) as well as why Chief & Council have only planned for their term. A Comprehensive Community Plan was suggested.

6. TRIBAL CONSTITUTION AND GOVERNANCE POLICY

The Interim Executive Director explained that the Governance Policy is tied together with the Financial Administration Law (FAL) – more information will come to the community on the process of the FAL once it is further investigated.

Noted that the TFN constitution is an electoral document which directs TFN how to vote.

7. POLICE SERVICES AGREEMENT

The Justice Services Supervisor provided an update on the Justice Department and the Police Services Agreement. Highlights from the Justice Department were:

- New Police Station on Bear Island
- The hiring of a new Police Officer
- Trying to get equal pay for on-reserve Police Officers.
- Trying to get on-reserve police looked at as an essential service.

8. TRADITIONAL TERRITORY

Noted, traditional territory was discussed. Discussion took place around the following:

- Maps did not reflect traditional territories.
- Clan structure.
- How to show a connection with a solid foundation (where we are and where we are going).
- Traditional land and family groups.
- Concerns with comments regarding the "Original Families." This can be hurtful as some families were adopted in.

- Outpost Camps – Need to have identification markers. Having town hall meetings (Temagami, Martin River, River Valley). Bringing people home and having support for them.
- Paying attention to what the TAA has done with respect to citizenship.

9. BUSINESS FOR NEXT MEETING:

- 1) LMLC Update
- 2) Mail in Ballots for Election Purposes
- 3) Engagement for Youth (Motion for next meeting ask Roots & Wings for presentation)

10. ADJOURNMENT

Motion #2022-0717-003

Motion to adjourn the meeting.

Moved by Steve Turner

Seconded by Raymond Katt

0 Abstentions

0 Oppositions

CARRIED

11. CLOSING PRAYER

Noted, the closing prayer was offered by June Twain.

TFN Departmental News

Band Administrative Support Worker:

- Create funding program inventory to easily find eligible programs to support the community's needs.
- Collaborate with department managers and staff to match available funding to projects and programs.
- Work with funding program staff to develop relationship for current and future funding opportunities.
- Create full and complete applications to secure funds for programs and projects.
- Report on active funding in accordance with funding agreements.

Doreen Potts Health Centre:

- There will be upcoming flu clinics to be held at the end of October, and the beginning of November at the Doreen Potts Health Centre with CHN Delma Peshabo. Flu kits are going to be put together and will be offered to community members next month once supplies arrive
- The Rapid Testing unit at the DPHC is running 6 days a week with 2 full time testers that have been hired. If you need a Rapid ID Now test, you are to contact extension 316 to book.
- HCC services will continue for clients that have been assessed and care plans have been completed.
- Med trans services are ongoing and running full capacity.
- There will be a survey that will need to be filled out, this is part of the 10-year health plan that we currently have in place, please feel free to contact Health Services Manager for the survey.

Justice & Victim Services:

- Temagami First Nation Justice & Victim Services objectives & goals are to ensure that the rights and needs of every child or individual are met; To assist in moments of crisis and create a safe space for victims; To bring additional awareness of safety and knowledge of traditional Justice that promotes a good life; To be a liaison for our clients with the Canadian Justice system, and utilising Restorative Justice when possible.
- Keeping our children safe through education of human trafficking or other issues that could have negative effects. Empowering positive choice, where a victim feels supported.

Tillie Missabie Family Centre:

- The Tillie Missabie Family Centre's main focus for this fiscal year is incorporating as much Anishnaabe-mowin and culture into our daily programming at the daycare and the family programming as we can. Patsy Turner has been doing Anishnaabemowin classes with the TMFC families bi-weekly in the winter months, she was also hired for the summer to teach Anishnaabemowin at the daycare.
- Some of the staff took part in a week-long language course over the summer and 1 staff member is registered in the Early Childhood Education -Anishnaabemowin Program through Kenjgewin Teg in M'Chigeeng.
- The TMFC will be delivering a traditional parenting program/man and woman's roles with the assistance of Perry and Laurie McLeod over the next few months. We will also continue with our land-based programming with the daycare and the family programming.

Infrastructure Department:

- The infrastructure department is looking into purchasing a volumetric truck to produce cement for future projects in the community. Due to the rising cost of insurance for the cement providers, they will not cross over water on the barge.
- The public works building will be moving to Flyers Bay and the current PW garage will be utilized as the fire dept.
- Bear Island has a shortage of building lots and currently, we are looking to survey an area for a new sub-division located by the big rock trail.
- The Housing dept. will be gathering data of all houses on Bear Island and inputting it to our new software program providing us data and information to use for future funding.
- Start to build on a new section 95 home.
- Wastewater sampling is happening at the lift station for COVID 19 Data. This will let us know when COVID is on the upswing or in a downward turn.

Laura McKenzie Learning Centre:

- The Laura McKenzie Learning Centre will be receiving a new portable in the Fall 2022 and renovations/upgrades in the Spring 2023.
- The Laura McKenzie Learning Centre will continue to have land-based education implemented into the classrooms.
- Teacher retention is an ongoing problem for the Laura McKenzie Learning Centre therefore, this year we are hoping to figure out some ways to alleviate the issue.
- The Student Support Worker for the Secondary and Post-Secondary Program continues to build partnerships with the education institutes, support the students and the Secondary Tutor will continue to support the secondary students with their academics.
- Policy reviews will take place for elementary, secondary, and post-secondary along with the TFN/ BIEA MOU and BIEA Terms of Reference.

Lands and Resources:

- We continue to keep the community updated through social media, engagements, email and news articles on issues that are happening within n'Daki Menan.
- L&R continues progress on the Land Code by developing the Land Use Plan for Bear Island, the

Environmental Management Plan and Zoning are underway.

- The Ontario Trillium Foundation digitization project began early August, to digitize historical documents.
- On June 28th, 2022, we brought back five artifacts on a one-year loan from the Canadian Museum of History. Afterwards, two community members very kindly loaned artifacts to the display.
- The values screening tool has been applied to assess municipal, forestry, and mining applications, including proposing SoACS (Sites of Aboriginal and Cultural Significance to be withdrawn from staking).
- We continue monitoring on the land and water, as well as having specific projects to collect data on species at risk.
- We look forward to hearing input from the community about the work the Lands & Resources department is doing.

Family Healing & Wellness Centre:

- There will be programs & services that will include annual Hunt Camp to be coordinated by Tyler Paul and Alex Paul; Reiki & Reflexology in the month of September as well.
- Afterschool program will continue and assisting in the snack program at the LMLC.
- Women's/Men's Dinner & Sharing Circles will continue once covid restrictions are lifted. Women's/Men's & HBHC Clients Shopping Trips will continue. FHWC are hiring and looking forward to full capacity staff by the end of Fall 2022.
- A new Family & Child Wellbeing Committee for Child Welfare and Reform will be forthcoming. Advertising and promotion of internal & external health & wellness resources available to community members such as mental health counselling, addictions counselling, youth counselling and women & wellness resources, etc.
- FHWC will continue with more community-based programs & services in areas of focus being awareness, prevention and fostering healthy connections for all that access our services.

Item #4: Community Financial Report

Temagami First Nation Community Financial Report 2022

Report from Walter Ross, Chair of the Finance and Audit Committee

I have been honoured to Chair the TFN Finance and Audit Committee for the past eleven years. Much has been accomplished by the Finance Department during this time under the very capable leadership of the Finance Manager Vicky Blake.

Once again our external auditors BDO have issued TFN a “clean audit report” on TFN’s Consolidated Financial Statements for the year ended March 31, 2022, confirmation of TFN’s good financial stewardship practices. Further, the TFN is now registered with the First Nations Financial Management Board, also a sign of good financial practices.

TFN has revenues exceeding \$15 million each year. These funds support the provision of many services grouped into the following segments: operations and maintenance; housing; education; community development; enrichment; DMLRC and administration. The supplementary schedules to the statements provide further details of the many separate programs. It’s a huge job to keep track of it all.

The Finance and Audit Committee (FAC) is an important part of the TFN’s financial governance process. Reviewing the results of the annual audit with our auditors is one part of our job. We also seek to summarize information in meaningful ways (for example by providing quarterly updates) to enable Chief and Council to do their job. Of greatest importance however is our stewardship responsibility to the TFN community. In this we need your help.

Do you have questions, concerns or suggestions? The language of finance is often obscure and difficult to understand. However the Finance Manager and the FAC are committed to providing understandable replies. If there are concerns about any specific issue we will get the facts. And if issues are raised that suggest improvements are warranted, we will make changes.

While improvements are always possible, as Chair of the FAC I believe a high level of trust in the stewardship of TFN financial resources is warranted.

The current membership of the FAC includes Kim Montroy, Douglas McKenzie and myself. Please feel free to contact any of us, or Vicky Blake. With Kim’s election to Council we are looking for a community member to fill her spot on the FAC. If interested please volunteer. It’s a good opportunity to learn about finances.

I would like to comment briefly on two matters - the evolving financial relationships with Canadian governments and the “membership” issue.

Over the past decade relationships, including financial relationships, with Canadian Governments have evolved in a nation to nation direction. While still covered by the Indian Act much greater responsibility is being assumed by qualifying First Nations including the TFN. Detailed line by line annual accountability used to be the norm. This evolved into a five year block grant funding and now for the TFN a ten-year inter-governmental funding agreement. The current arrangement gives the TFN greater flexibility to accommodate TFN needs. The First Nations Financial Management Board (FMB) provides assistance to qualifying First Nations, including the TFN, as they assume greater financial responsibilities.

Finally, and most significant, the “Membership” issue. I have noted that TFN financial reporting is complex. Nothing compared to the complexity of TFN/TAA “Membership” issue - rights, responsibilities, entitlements (including financial entitlements). The recent Strategic Plan suggests a pathway towards resolution of the issue that would reform TFN/TAA governance structures. From a financial perspective this would be highly desirable. It would enable the full inclusion in the financial statements of the proceeds from all resource revenue sharing arrangements. In addition resolution of the membership issue is likely a necessary condition for negotiating a land claim settlement.

Some First Nations are considering the possibility of creating Sovereign Wealth Funds, pools of financial capital that are intended to be invested so that the investment returns will provide sustainable financial benefits to future generations. Proceeds from a land settlement and from a growing share of resource revenues could form the foundation of a Sovereign Wealth Fund. It could even be merged with the existing Future Generations Fund and called just that - The Future Generations Fund.

Walter Ross
Chair, Finance and Audit Committee

Analysis of Results

The consolidated financial statements of the Temagami First Nation (TFN) for the year ended March 31, 2022 have been completed by TFN financial staff and audited by BDO Canada LLP, Chartered Accountants. These statements include the Daki Menan Lands & Resources Corporation (DMLRC) and the Enrichment Program but not the Impact Benefits Agreement (IBA) account.

This report summarizes and discusses the highlights of the financial situation of Temagami First Nation. More detailed information is contained in the audited consolidated financial statements and is available for review along with the BDO audit opinion.

Highlights

The surplus has increased significantly this year as a result of New Fiscal Relationship funds. TFN has more control over these funds received through the 10-year grant that commenced April 1, 2020. Any surpluses are not owed back to the government at the end of the agreement.

The Covid-19 situation continued for 21/22 with less than normal operating expenses and also causing an increase in the surplus.

First Nation Finance Authority (FNFA) Borrowing

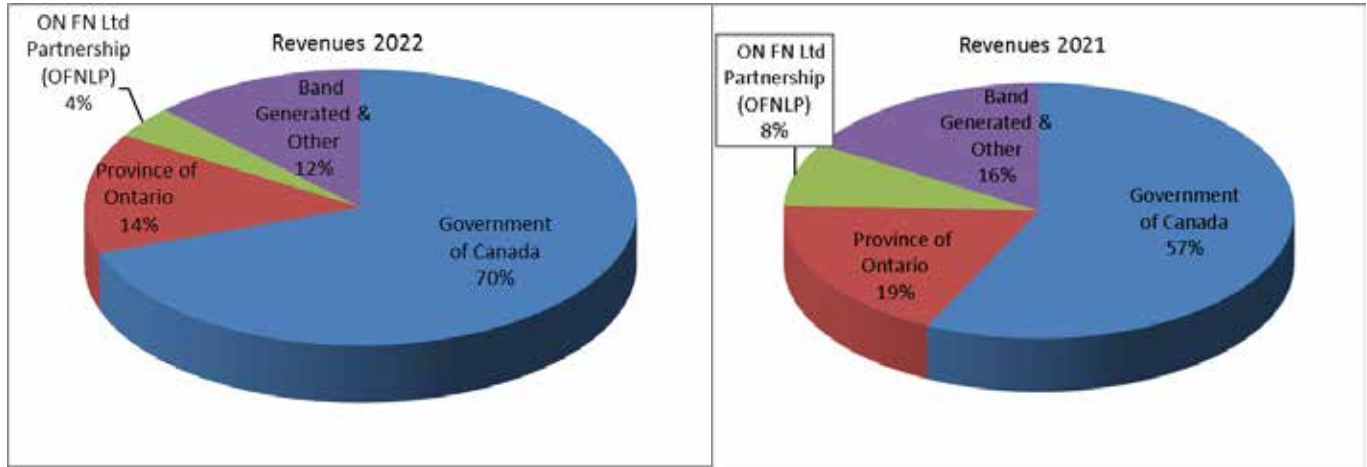
A total of \$9.474 million has been borrowed for the Multi-Use Facility and the Elder’s Complex. The balance of the loan owing at March 31, 2022 is \$8.763 million (\$9.143 million at March 31, 2021) with \$225,369 in interest payments made. The interest expense is \$209,062 which includes income earned on principal repayments (\$8,939) and the debt reserve fund (\$7,368).

Interest loan relief funding due to Covid-19 in the amount of \$107,524 was received in the Fall of 2020. There is a balance of \$66,881 held by FNFA due to decreased OFNLP revenues that are being utilized to service the loan.

Item #4

Our Major Sources of Operating Revenue and Grants Received

	2022	2021	Variance
Government of Canada	11,470,422	7,220,379	4,250,043
Province of Ontario	2,317,302	2,328,044	(10,742)
ON FN Ltd Partnership (OFNLP)	617,957	1,011,036	(393,079)
Band Generated & Other	2,070,885	2,066,627	4,258
TOTAL	16,476,566	12,626,086	3,850,480



Province of Ontario funding is from several different Ministries. The funding remained fairly consistent with the prior year.

Regular ongoing revenues from the OFNLP 2008 Agreement amounted to \$555,377 compared to \$1,011,036 in 2021, a decrease of \$455,659 as a result of Covid-19 during 20/21 as there is a 1-year lag in funding. Special payments in the amount of \$62,580 were received as a result of non-gaming revenues litigation.

Breakdown of revenues received from the Government of Canada

	2022	2021	Variance
ISC NFR funding	3,701,314	3,513,606	187,708.00
ISC Non-NFR & NFR adjustment	5,281,903	1,697,946	3,583,957.00
Health Canada	1,875,930	1,508,954	366,976.00
Other Gov't of Canada	509,545	398,649	110,896.00
CMHC Subsidy	101,730	101,224	506.00
Total	11,470,422	7,220,379	4,250,043.00

Indigenous Services Canada (ISC) New Fiscal Relationship (NFR) funding increase is the annual indexing of the ten-year grant. Approximately half of the increase is related to education funding.

Non-NFR funding increased by \$221K from the prior year mainly due to Covid related funding. The increase is substantially more significant because surpluses related to NFR funds from the prior year and the current year are included.

The Health Canada funding increase included receiving \$100K more in Covid funding than last year.

Other Government of Canada funding consists of Canada Post, Employment and Social Development Canada, FedNor, Public Safety Canada. The increase is primarily related to the DMLRC which had increased federal grants from the prior year as a result of the Sawmill project.

Funding from CMHC remained consistent as there were no Residential Repairs Assistance Programs (RRAP's) for the past 2 fiscal years.

Breakdown of Band Generated and Other Revenues

	2022	2021	Variance
Various Organizations	810,045	839,711	(29,666)
Rent	274,546	213,842	60,704
Rent - Construction Camp	-	241,584	(241,584)
IBA funding	361,631	11,000	350,631
Band Enterprise - Water/Sewer	492,613	649,592	(156,979)
Interest and Investments	132,050	110,898	21,152
TOTAL	2,070,885	2,066,627	4,258

Funding from various organizations remained fairly consistent with the prior year.

The rent increase of \$60K is a result of the Elder's Complex occupied for a full year this year.

IBA funding increased because in addition to the ongoing Elder's allocations, there was \$354K spent on the generator for the Lakeview Gathering Place. This is in connection with the community vote to allocate funds towards 3-phase power.

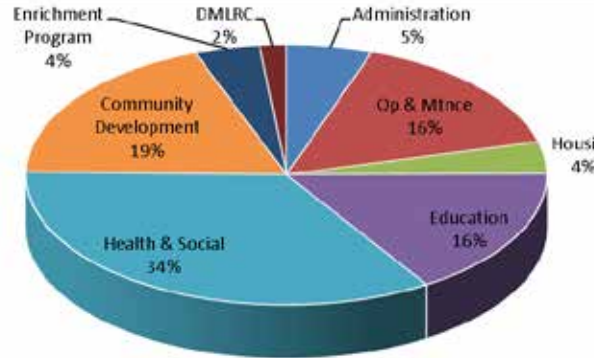
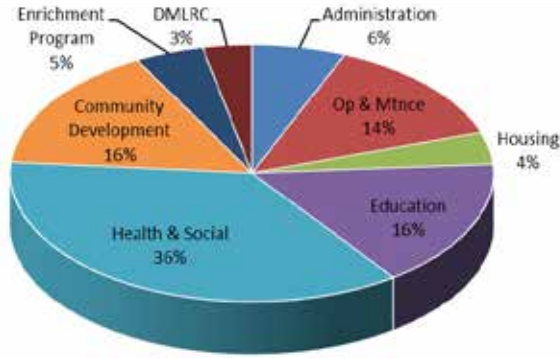
Band generated revenues consist of water payments, donations, heavy equipment rental and the DMLRC. The decrease is mainly due to the DMLRC that had revenues of \$350K last year compared to \$165K this year. Harvesting revenues in 20/21 were replaced with silviculture operations in 21/22.

The Cost of Our Programs (including amortization but not the purchase of assets)

Segment	2022	2021	Variance
Administration	806,202	623,046	183,156
Operations & Maintenance	1,744,376	1,822,435	(78,059)
Housing	516,078	462,546	53,532
Education	2,070,264	1,875,945	194,319
Health & Social	4,651,786	4,005,849	645,937
Community Development	2,021,696	2,220,439	(198,743)
Enrichment Program	590,305	474,154	116,151
Daki Menan Lands & Resources Corp	420,698	190,836	229,862
TOTAL	12,821,405	11,675,250	1,146,155

Item #4

2021



Detailed segment results are reported in note 19 of the consolidated financial statements. Program details are provided in the supplementary schedules of revenues and expenses.

Administration includes Band office operations and Chief and Council expenses. The cost has increased from the prior year due to an increase in legal costs and wages. Further details are provided under wages and benefits summary.

Operations and Maintenance includes the operations of the Water Treatment Plant, Heavy equipment, maintenance of our roads, buildings and infrastructure and Emergency First Response (EFR).

Housing includes CMHC housing (14 Houses and 2 apartment duplexes and the 10-unit Elder's Complex), band owned apartments and houses, the two trailers and two mini-homes for teachers.

Education includes the Laura McKenzie Learning Centre as well as funded secondary and post-secondary students. Education costs increased as a result of additional Covid funds received.

Health and Social includes programs at the Doreen Potts Health Centre, Home & Community Care, Family Healing and Wellness Centre and the Tillie Missabie Family Centre. There were additional costs related to Covid-19 and Child Welfare.

Community Development covers a wide range of activities including our Lands and Resources Department, transportation services, Powwow, economic development, and community services such as fire control, and post office. Also included are special projects such as the Stewardship-Esker Lake, Roots & Wings, Negotiations, Victim Support program and energy conservation projects.

The Enrichment Program costs above only includes the expenses paid directly from the Enrichment Program and does not include amounts transferred to TFN. The increase is due to interest payments on the FNFA loan which amounted to \$209,062 (\$155,586 in 2021). There were also increased costs for Health and Enrichment policies. The total spent from the Enrichment program was \$1,235,644 (compared to \$726,362 in 2021). The increase is a result of the above as well as principal payments on the FNFA loan which amounted to \$379,818 (\$238,230 in 2021). There was also an expense of \$285,002 for the Fiber optics to band buildings projects that was finalized during the year with a grant of \$172,933 received from the Northern Ontario Heritage Fund.

The main reason for increased DMLRC costs is for work related for silviculture operations.

Tangible Capital Assets

The tangible capital assets include such things as the water treatment plant, roads, buildings, equipment, computers, furniture and vehicles and boats. As mentioned above, the cost of our programs includes amortization of our band assets but not the cost of the assets purchased during the year. The amortized cost is recorded as assets are used and are based on the purchase price and the estimated useful life of the asset. The amortization expense for the year was \$1,560,995 (\$1,374,746 in 2021).

Assets purchased in 2022 amounted to \$1,163,339 (\$4,555,725 in 2021) and are noted below.

	2022	2021
TFN	723,262	4,456,410
DMLRC	437,002	98,833
CMHC	3,075	483
Total	1,163,339	4,555,726

Asset Category	2022	2021
Land Improvements - DMLRC Yard	49,910	109,770
Buildings - FHWC Addition	81,906	3,490,349
CMHC Houses	3,075	483
Construction in Progress - DMLRC Sawmill, Generator	543,311	79,451
Infrastructure		13,542
Vehicles - 2 trucks, pontoon boat	267,785	558,351
Furniture, Machinery & Equipment -	156,311	188,537
IT Equipment - computers	61,041	115,242
TOTAL	1,163,339	4,555,725

Buildings in 2021 included completion of the Elder's Complex and the OPP station. The Family Healing and Wellness addition was completed in 2022.

Net Result for the Year

Accumulated Surplus includes all realized and unrealized gains in the Future Generations Fund.

	2022	2021	2020	2019	2018
Surplus (Deficiency) for year	3,712,222	1,260,197	2,960,713	2,589,144	2,931,150
Accumulated surplus beginning of year	20,744,078	19,483,881	16,523,168	13,934,024	11,002,874
Accumulated surplus end of year	24,456,300	20,744,078	19,483,881	16,523,168	13,934,024

Calculation of the surplus includes amortization costs of \$1,560,995 (\$1,374,746 in 2021) but not the cost of the tangible capital assets purchased in the amount of \$1,163,339 (\$4,555,725 in 2021). Much of the surplus is related to New Fiscal Relationship funds from Indigenous Services Canada that have been received but are not spent. The surplus is also attributed to capital grants and funding with no offsetting expenses. Below is a summary of the Capital Grants received.

A capital grant of \$338,006 was received in 21/22 for a new fire truck however these funds will be utilized in 22/23 as the truck is expected to be delivered in September 2022.

Item #4

	2022	2021
Government of Canada (Lakeview GP & Elders)		
Public Safety Canada (OPP Station)		97,476
FHWC construction in progress	79,881	73,387
Medical Transportation Vehicle Grant		55,000
DMLRC-FedNor and Nat Res Can - Sawmill	310,952	117,835
Province of Ontario (OPP Station)		89,904
Northern Ontario Heritage Fund (Fiber Optics)	172,924	
IBA Funds for Generator	353,931	
Total	917,688	433,602

The accumulated surplus at the end of the year is not cash in the bank available for use (see note 6 of the consolidated financial statements). Much of the surplus is represented by TFN's infrastructure in the amount of \$15,216,218 (\$16,834,965 in 2021) which includes tangible capital assets less the CMHC debt and First Nation Finance Authority loan. The contingent liability of \$1 million is a loan payable to Indigenous Services Canada incurred from 1976 to 1986 for land claim negotiations which is contingent on settlement of the land claim. Some of the surplus has been earmarked for special purposes (noted below) leaving an unallocated surplus of \$7,032,053 at March 31, 2022 (\$1,621,280 in 2021).

Breakdown of the Accumulated Surplus

	2022	2021	Variance
Accumulated Surplus	24,456,300	20,744,078	3,712,222
Less Tangible Capital Assets net of Debt	15,216,218	16,834,965	(1,618,747)
Plus Contingent Liability	1,000,582	1,000,582	-
Less Reserve and Earmarked Funds	3,207,731	3,288,415	(80,684)
Adjusted Accumulated Surplus	7,032,933	1,621,280	5,411,653

Much of the adjusted accumulated surplus is related to funds that are intended for particular purposes including education, health, land code and various other programs. Below is a breakdown of these surpluses.

New Fiscal Relationship Funding	3,052,545
OFNLP Agreement	1,610,000
Land Code Management	690,030
Band Generated & Other Programs	977,295
Total	6,329,870

At March 31, 2022, the adjusted accumulated surplus is greater than these surpluses by about \$700K. The process for tracking these funds will be reviewed and recommendations made for any additional earmarking of funds.

Breakdown of the reserve and earmarked funds

	2022	2021	Variance
Water Treatment Plant	71,194	71,194	0
CMHC Built Houses	353,125	318,316	34,809
Future Generations Fund	2,491,710	2,357,107	134,603
Housing	27,750	26,141	1,609
Manitou Proceeds	74,392	74,392	0
DMLRC	189,560	441,265	(251,705)
Total	3,207,731	3,288,415	(80,684)

The CMHC reserve has increased as very little work was completed on the houses due to Covid-19. The housing increase is mostly a result of interest earned on the Housing Improvement Program loans.

IBA Account

The advance profit-sharing payment for 2021 was \$486,424. This is the first year it has been above the minimum payment of \$250K. This is the result of significantly reduced capital expenses at the mine. Assuming gold prices and the US dollar remain fairly consistent advance profit-sharing payments in this range are expected to continue.

Note 8 of the Financial Statements describes the TFN/TAA funds that are not included in the TFN Financial Statements. At March 31, 2022, assets including cash and cash equivalents, investments and amounts receivable total \$2.3 million (\$2.1 million March 31, 2021). Remaining commitments of approved allocations include \$24K for membership work, \$18K for youth and \$296K for 3 phase power. Further information is available to Band members at the Band office.

Our Investments

At the end of March 2022 we had cash and investments totalling \$12.7 million compared to \$9.1 million the previous year, an increase of \$3.6 million. This increase is primarily the result of the New Fiscal Relationship funds.

The First Nations Finance Authority (FNFA) was offering more attractive short-term investment interest rates than Scotiabank. At March 31, 2022 we had \$8.252 million held by the FNFA at an interest rate of 0.8%.

The Future Generations Fund that is managed by Ridgewood Capital was valued at \$2,492 million at March 2022 (\$2.357 million in 2021), a gain of \$134,604 from last year and an overall gain of \$1.319 million since the initial investment of \$1.172 million in April 2008. The 5-year annualized return is 6.6% which is above the fund objective of 6%. The Finance and Audit Committee reports quarterly to Chief and Council on the investment. Our investment advisor is Robert Cruickshank of Ridgewood Capital.

Wages and Benefits

	2022	2021	Variance
Benefits - TFN Council	7,920	6,304	1,616
Senior Management	759,185	832,926	(73,741)
DMLRC	139,340	40,940	98,400
Other Staff	4,119,171	3,955,045	164,126
Total	5,025,616	4,835,215	190,401
Chief & Council Honorariums	200,105	149,235	50,870

Chief and Council honorarium costs have increased with the new pay structure that was implemented in January 2021. There were also more meetings related to Covid-19 and Joint Council.

The decrease for Senior Management is the result of vacancies throughout the year for Health, Social Services and Human Resources Managers that were partially offset by increased costs for the Executive Director position. The decrease is also a result of the Home and Community Care Supervisor position no longer included under Senior Management.

Item #4

The increase in wage costs for the DMLRC is a result of the silviculture activities that occurred in 21/22 but not in the prior year.

Wages for other staff have increased with the inclusion of \$184K in vacation and overtime accruals at March 31, 2022 that were not included the previous year.

Accounts Receivable

There is \$2,626,069 in accounts receivable at March 31, 2022 compared to \$1,743,550 at March 31, 2021. This increase is attributed to timing of receipts from Indigenous Services Canada and the Independent First Nations.

Of the total receivables, \$118,193 is owed from band members compared to \$130,740 at March 31, 2021, a decrease of \$12,547. The reduction is the result of payments for housing arrears and heavy equipment rentals.

The trend of decreasing receivables from band members over the past several years continues as shown in the breakdown below.

	2022	2021	2020	2019	2018
Daycare	371	371	371	431	371
Education	21,925	23,630	24,170	29,083	24,726
Water/Heavy Equipment	8,783	12,332	12,158	10,284	8,258
Medical Trips	11,810	11,971	12,363	10,773	10,107
Housing, Hydro, Rent	72,784	79,916	85,892	93,865	123,027
Court Orders, Employee Related	2,520	2,520	2,520	2,520	5,028
Total	118,193	130,740	137,474	146,956	171,517

Band members are encouraged to provide feedback on this report or suggestions for improvement to Vicky Blake. Questions about this report or any matter dealing with the administration of Band financial resources are welcome at any time.



Item #5:



Motion - RE: Tribal Consitution

The Constitution and Mail-In Ballots:

At the meeting in July, members from the community asked about opening the voting process to members who are not resident and not on reserve.

At that meeting, community directed Council to come back to this meeting with a recommended process to make the necessary changes to the constitution that would be inclusive of Mail-In Ballots.

While our Constitution needs more work, it is important to make small steps. We have used Mail-In Ballots for some decisions.

Specifically, Mail-In Ballots were used during the election of 2020 because of the pandemic and the unknown threat of COVID-19 for the safety of the community. The process that was used was successful and inclusive of all members of the Temagami First Nation.

The intention of Mail-In Ballots is to be inclusive of all members of the Temagami First Nation and to have all members participate in the election of our leadership. Therefore, only the sections of the Tribal Constitution that direct the election of Chief and Council would need to be changed.

In an initial review and to accommodate and bring Mail-In Ballots to execution, the following sections of the Tribal Constitution will need to change:

- Section 8-2 Manner in Which Voting Shall Be Carried Out
 - Under this Section and after “F”, reference to Mail-In Ballots will have to be inserted.
- Section 8.3 of the Tribal Constitution
 - the heading “Mail-In Ballots” would be inserted following the heading “The Poll” after section “M”. Under the heading “Mail-In Ballots” the process for mail-in ballots would be inserted and the process following Section “N” would continue.
 - Under Section “N” the process for counting and opening Mail-In Ballots would need to be addressed

Therefore, at the meeting on Sunday, September 18th, the motion below will be put to the floor

Motion to direct the Chief and Council to bring to the next community meeting , the date set in our meeting today, to do its due diligence and revise the Tribal Constitution to include a process for Mail-In Ballots in the appropriate areas of the constitution that will accommodate and provide the opportunity to all members of the Temagami First Nation to participate in the election of the leadership and that such changes will be put to a vote at the next meeting.

Section 8-2 & 8-3 TFN Tribal Constitution

- E) The Electoral Officer shall not close the nomination meeting until such business as he/she considers may properly be brought before it has been disposed of.**
- F) In the event of more than the required number of persons being nominated for Chief and Councillors, the Electoral Officer shall declare that a poll will be held and shall name the time and the place where such a poll shall be taken.**
- G) Whenever a poll is to be taken, the Electoral Officer shall, without any unreasonable delay after the nomination, cause to be posted in one or more conspicuous places within the section a notice to that effect in the form prescribed.**

Section 8-2 Manner in Which Voting Shall Be Carried Out

- A) The Electoral Officer shall prepare a voters list containing the names, in alphabetical order, of all electors.**
- B) The Electoral Officer shall post one or more copies of the voters(list) in a conspicuous place in the section.**
- C) Any elector may apply to have the voters list revised on the ground that the name of an elector has been omitted therefrom or the name of a person not qualified to vote is included therein.**
- D) If the Electoral Officer is satisfied that a list should be corrected he/she shall make the necessary correction therein.**

Item #5

- E) There shall be prepared ballot papers in the form prescribed containing names of the candidates for Chief and for Councillors, which shall be listed on the ballot papers in alphabetical order.
- F) Any candidate who has been nominated may withdraw at any time after his nomination but not later than forty-eight (48) hours before the time of the opening of the poll, by filing with the Electoral Officer a written withdrawal of his nomination, signed by himself in the presence of the Electoral Officer, a Justice of the Peace, a Notary Public, a Commissioner for Oaths or a Band Administrator and any votes cast for any such candidate shall be null and void.
- G) The Electoral Officer shall procure or cause to be procured as many ballot boxes as there are polling places, and shall cause to be prepared a sufficient number of ballot papers for the purpose of the election.
- H) The Electoral Officer shall, before the poll is open, cause to be delivered to his deputy the ballot papers, materials for marking the ballot papers, and a sufficient number of directions – for – voting as may be prescribed.
- I) The Electoral Officer or his/her deputy shall provide a compartment at each polling place where the electors can mark their ballot papers free from observation, and he/she may appoint a constable to maintain order at such polling place.
- J) The poll shall be kept open from nine o'clock (9:00) (standard time) in the forenoon until six o'clock (6:00) (standard time) in the afternoon of the same day, but where it appears to the Electoral Officer that it would be inconvenient to the electors to have the poll closed at six o'clock (6:00), he/she may order that it be kept open until not later than eight o'clock (8:00) (standard time) of the afternoon of the same day.

- K) A candidate shall be entitled to not more than two agents in a polling place at any one time.

Section 8-3

Voting at all elections shall be by ballot in the manner set forth in section 8-3. The Electoral Officer or his/her deputy shall immediately before the commencement of the poll, open the ballot box and call such persons as may be present to witness that it is empty; he/she shall then lock and properly seal the box to prevent it being opened without breaking the seal and shall place it in view for the reception of ballots, and the seal shall not be broken nor the box unlocked during the time appointed for taking the poll.

At the request of any candidate or his agent or any elector, an oath or affirmation in the form prescribed as to his rights to vote shall be administered to any person tendering his/her vote at any election.

THE POLL

- A) On a person presenting himself/herself for the purpose of voting, the Electoral Officer or his/her deputy shall, if satisfied that the name of such person is entered on the voters list at the polling place, provide him with a ballot paper on which to register his/her vote.
- B) The Electoral Officer or his/her deputy shall cause to be placed in the proper column of the voters list, a mark opposite the name of every voter receiving a ballot paper.
- C) No person who has refused to take the oath or affirmation referred to in subsection fourteen of section five when request so to do shall receive a ballot paper or be permitted to vote.

Item #5

- D) The Electoral Officer or his/her deputy may and when requested to do so, shall explain the mode of voting to the voter.
- E) Each person receiving a ballot paper shall forthwith proceed to the compartment provided for marking ballots and shall mark his/her ballot paper by placing a mark⁵ opposite the name of the candidate or candidates for whom he/she desires to vote; he/she shall then fold the ballot paper so as to conceal the names of the candidates and the marks on the face of the paper but so as to expose the initials of the Electoral Officer or his/her deputy and on leaving the compartment shall forthwith deliver the same to the Electoral Officer or his/her deputy who shall without folding the ballot paper, verify his/her initials and at once deposit it in the ballot box in the presence of the voter and of all other persons entitled to be present in the polling place.
- F) While any voter is in the compartment for the purpose of marking his/her ballot paper, no other person shall, except as provided in subsection (g) be allowed in the same compartment or be in any position from which he/she can see the manner in which such voter marks his/her ballot paper.
- G) The Electoral Officer or his/her deputy on the application of any voter who is unable to read or is incapacitated by blindness or other physical cause from voting in the matter prescribed by subsection (e) shall assist such voter by marking his/her ballot paper in the manner directed by such voter in the presence of the agents of the candidates in the polling place and of no other person, and place such ballot in the ballot box.
- H) Invalids or people bed ridden by bacterial illness shall have the right to request the Electoral Officer and one deputy to bring the ballot to their residence for the purpose of placing their vote in Band Elections. The

5. Amended Gen. Mtg 2 nd & Final Vote on 2011/03/21

~~request will be dealt with by the Electoral Officer whose decision will be final.~~

- I) The Electoral Officer or his/her deputy shall state in the voters list opposite the name of such elector in the column for remarks, the fact that the ballot paper was marked by him/her the request of the voter and the reasons therefore.
- J) A voter who has inadvertently dealt with his/her ballot paper in such a manner that it cannot be conveniently used, shall upon returning it to the Electoral Officer or his/her deputy be entitled to obtain another ballot paper and the Electoral Officer or his/her deputy shall thereupon write the word "Cancelled" upon the spoiled ballot paper and preserve it.
- K) Any person who has received a ballot paper and who leaves the polling place without delivering the same to the Electoral Officer or his/her deputy, in the manner provided, or if, after receiving the same, refuses to vote shall forfeit his/her right to vote at the election, and the Electoral Officer or his/her deputy shall make an entry in the voters list in the column for remarks opposite the name of such person to show that such person received the ballot paper and declined to vote, in which case the Electoral Officer or his/her deputy shall mark upon the face of the ballot paper the word, "Declined" and all ballot papers so marked shall be preserved.
- L) An elector whose name does not appear on the voters list may vote at an election, providing that the Electoral Officer or his/her deputy is satisfied that such person is qualified to vote.
- M) Every elector who is inside the polling place at the time fixed for closing the poll shall be entitled to vote before the poll is closed.

- N) Immediately after the close of the poll, the Electoral Officer or his/her deputy shall, in the presence of such of the candidates or their agents as may be present, open the ballot box and:**
- 1. Examine the ballot papers and reject all ballot papers;**
 - (a) which have not been supplied by him/her; or**
 - (b) by which votes have been given for more candidates than are to be elected; or**
 - (c) upon which anything appears by which the voter can be identified, but no word, letter or marks written or made or omitted to be written or made by the Electoral Officer or his/her deputy on a ballot paper shall void it or warrant its rejection;**
 - 2. Declare a ballot paper containing the names of candidates for more than one office, on which voters are given for more candidates for any office than are to be elected to be void as regards all the candidates for such office; but such ballot paper shall be good as regard the votes for any other offices in respect of which the voter has not voted for more candidates than are to be elected;**
 - 3. Subject to review on recount or on an election appeal, take a note of any objection made by any candidate or his/her agent to any ballot paper found in the ballot box and decide any question arising out of the objection;**
 - 4. Number such objection and place a corresponding number on the back of the ballot paper with the word “allowed” or “disallowed”, as the case may be with his/her initials;**
 - 5. Count the votes given for each candidate from the ballot papers not rejected and make a written statement of the number of votes given to each candidate and of the number of ballot papers rejected and not counted by him/her which statement shall be then signed by him/her and such other**

~~persons authorized to be present as may desire to sign the same.~~

- O) Immediately after the completion of the counting of the votes, the Electoral Officer shall publicly declare to be elected the candidate or candidates having the highest number of votes and he/she shall also post in some conspicuous place a statement signed by him showing the number of votes cast for each candidate.
- P) Where it appears that two or more candidates have an equal number of votes, the Electoral Officer shall give a casting vote for one or more of such candidate, but the Electoral Officer shall not otherwise be entitled to vote.
- Q) The Electoral Officer shall prepare a statement in triplicate showing the total number of votes cast for each candidate, the number of rejected ballots and the names of the candidates duly declared elected. One copy of such statement shall be forwarded to the Indian Affairs District Office and one to the Regional Office of Indian Affairs in Toronto. The statement shall be signed by the Electoral Officer and such of the candidates or their agents as are present and desire to sign it.

SECTION 8-4 DISPOSITION OF BALLOT PAPERS

- A) The Electoral Officer shall deposit all ballot papers in sealed envelopes with the Superintendent, who shall retain them in his possession for eight weeks, and unless otherwise directed by the elders or by a person authorized by them shall then destroy the ballot papers in the presence of two witnesses who shall make a declaration that they witnessed the destruction of them.

Item #6:



Resource Revenue
Sharing

Motion Resource Revenue Share Agreement (RRS)

WHEREAS Temagami First Nation has from time immemorial occupied N'Daki Menan.

WHEREAS Temagami First Nation has the inherent right to govern itself, its members and its lands.

WHEREAS Temagami First Nation desires to protect its members living on its reserve lands in accordance with its culture and traditions.

WHEREAS Temagami First Nation (TFN) participated in the development of a pilot project with the Ministry of Natural Resources and Forestry (now called Ministry of Northern Development, Mines, Natural Resources and Forestry and hereafter referred to as **MNDMNRF or "the Ministry"**) related to Resource Revenue Sharing (RRS)

WHEREAS **MNDMNRF** entered into RRS agreements with Wabun Tribal Council and other parties effective April 30, 2018 that excluded the Temagami First Nation

WHEREAS TFN has repeatedly expressed its aspiration to enter into a Resource Revenue Sharing agreement

WHEREAS Temagami First Nation Lands & Resources department staff met with Ontario on February 9, 2022 and subsequent email correspondence from Priya Tandon, (Director, Strategic and Indigenous Policy Branch, MNDMNRF) dated February 18, 2022, the Ministry has indicated that a Resource Revenue Sharing agreement could be put in place with the Temagami First Nation that would enable sharing of Provincial revenues beginning with the 2021-22 fiscal year subject to the receipt of a Band Council Resolution as soon as possible to conclude a draft RRS Agreement before the fiscal year end of March 31, 2022

WHEREAS Temagami First Nation entered into negotiations with Ontario for Resource Revenue Sharing on February 24, 2022 with BCR #2022-010

WHEREAS after meetings with the Joint Council task team, lawyers and Ontario an agreement was reached

WHEREAS the Resource Revenue Share Agreement, as signed by Minister Rickford on behalf of Ontario, was received on April 13, 2022 and is now in place

WHEREAS Temagami First Nation has held engagement sessions regarding Resource Revenue Sharing on March 29 and April 6, 2022 and more engagement sessions are planned in July, August and September

Motion to approve the Resource Revenue Sharing Agreement as presented and to hold this vote by private ballot.

Item #6

Bruce McIvor, Legal Counsel for the Temagami First Nation Answers Questions Raised on the Resource Revenue Agreement:

Is Section 4 of the agreement adhering the TFN/TAA to the RHT?

By signing the agreement, Temagami has **not** endorsed the Crown's or the Supreme Court's position that Temagami adhered to the Robinson Huron Treaty of 1850. There are several reasons for this conclusion.

First, the purpose of the agreement is not to define Temagami's rights. Instead, at section 1 of the agreement, the objectives are set out as social, culture, and economic development.

Second, section 4 expressly acknowledges the parties hold **different** views with respect to Aboriginal and Treaty rights, including the Robinson Huron Treaty.

Third, and most importantly, the "without prejudice clause" at section 11.3 expressly provides that the agreement "shall be without prejudice to any rights or interests of the parties not addressed in the Agreement and any position that any of the Parties may take in legal or administrative proceedings". This means the agreement does not affect Temagami's position concerning the Robson Huron Treaty.

Clarification on all of Section 4.2, why is this section is even in this agreement?

Section 4.2 was the subject of much discussion during negotiations. Leadership agreed to include it for the following reasons:

- Canada agreed to amend Section 4.2(a) to accurately reflect Temagami's position is that it never adhered to the Robinson Huron Treaty (leadership fought hard for this change);
- leadership and legal counsel concluded that the provisions regarding the Restoule litigation simply outline the procedural history of the case and do not prejudice Temagami in any way; and
- it provides background information for provisions in the Agreement which protect Ontario from overlapping liability under both the Agreement and the Restoule litigation (see for example sections 4.2(f)-(h)). The provisions in the Agreement preventing "double-recovery" were non-negotiable for Ontario and leadership considered them to be reasonable and non-prejudicial.

Secondly, in what instances would TFN have to pay money back from RRS? And to who?

We don't see any provision in the Agreement which would require Temagami to pay back monies received under the Agreement to Ontario.

If Temagami terminates the Agreement (which it may do at any time without cause or cost upon 30 days' notice) Ontario's future payment obligations immediately cease but Temagami is not required to pay back funds already received.

If Ontario makes an overpayment the overpayment will be deducted from the next payment. Temagami will not be required to pay back the overpayment.

If Temagami is awarded a judgement against Ontario for compensation related to Crown revenue which was received by the Ontario during the term of the Agreement, the funds payable to Temagami under the RRS Agreement will be set-off against the award. This means the award will be reduced by the amount paid to Temagami under the RRS Agreement. Temagami will not be required to pay back monies received under the Agreement in the event it obtains an award against Ontario, but the award may be decreased.

The only instance where we could possibly see Ontario demanding the return of funds received under the Agreement is if it determines Temagami used the funds for purposes not permitted under the Agreement such as litigation, per capita distributions, etc. (see sections 3.1, 5.5). However, as discussed during negotiations, the categories for which Temagami can use the funds are very broad and there are potential workarounds available should Temagami wish to use the money for initiatives not permitted under the Agreement.



Item #6

THIS FORESTRY, MINING AND AGGREGATES RESOURCE REVENUE SHARING AGREEMENT, effective as of the first day of April 2021 (the “Effective Date”)

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Northern Development, Mines,
Natural Resources and Forestry

(the “Province”)

- and -

TEMAGAMI FIRST NATION

(“Temagami First Nation”)

(hereinafter the **Province** and **Temagami First Nation** are referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A.** The Teme-Augama Anishnabai consist of the citizens of Teme-Augama Anishnabai, which includes all the members of the Temagami First Nation. Ancestors of the Teme-Augama Anishnabai have lived since time immemorial in an area of northern Ontario known to the Teme-Augama Anishnabai and Temagami First Nation as n’Daki Menan;
- B.** The Teme-Augama Anishnabai are represented by the Teme-Augama Anishnabai Executive Council (the “Teme-Augama Anishnabai Council”), and Temagami First Nation is represented by its Chief and Council (the “TFN Council”);
- C.** The Parties have agreed to share certain Crown revenues from the forestry, mining and aggregates sectors in accordance with the terms set out in this Agreement;
- D.** The Parties recognize that the implementation of this Agreement is one step towards strengthening relations on a government to government basis and advancing their shared objectives of reconciliation and ongoing constructive dialogue;
- E.** According to the knowledge and oral history of the Teme-Augama Anishnabai and Temagami First Nation (collectively, “Temagami”), it is their understanding that:

- i. The Teme-Augama Anishnabai have cared for, used and occupied n'Daki Menan for thousands of years;
- ii. The Teme-Augama Anishnabai Council and the TFN Council work together to represent the Teme-Augama Anishnabai and to make decisions regarding the protection of their rights and stewardship of their territory;
- iii. Temagami First Nation and Teme-Augama Anishnabai citizens hold and exercise inherent and constitutionally protected rights within n'Daki Menan, including rights within the meaning of section 35(1) of the *Constitution Act, 1982*;
- iv. The stewardship of the Teme-Augama Anishnabai Homeland in northeastern Ontario, known as n'Daki Menan, is crucial to the future of all peoples of Ontario;
- v. The Teme-Augama Anishnabai are responsible to past and future generations for protecting their lands and waters and defending and advancing their inherent and constitutionally protected rights; and
- vi. Fair and equitable participation in and sharing of the benefits of resource development on their ancestral lands should be honoured according to their unique relationship with the Crown and in accordance with the intent of the United Nations Declaration on the Rights of Indigenous Peoples.

F. The Province is participating in resource revenue sharing in the forestry, mining and aggregates sectors as part of its policy commitment under “The Journey Together: Ontario’s Commitment to Reconciliation with Indigenous Peoples” following the release of the final report of the Truth and Reconciliation Commission, to improve socio-economic conditions for Temagami, and to improve the economic and planning climate in areas where forestry activities and mineral and aggregates production are proximate to Temagami.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to set out the terms under which the Parties will share specified Crown forestry charges, mining tax and royalty revenues, and aggregates royalty revenues (the “**Revenues**”) received by the Province for the fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 (each a “**Fiscal Year**”). For greater certainty each Fiscal Year commences on April 1 of a year, and concludes on March 31 of the following year.

FUNDS

- 2.1 The Revenues to be shared by the Province (the “Funds”) will be identified and calculated in accordance with Schedule A – Calculation of Forestry Portion of Funds, Schedule B – Calculation of Mining Portion of Funds and Schedule C – Calculation of Aggregates Portion of Funds.

3. OBJECTIVES

- 3.1 The Parties’ objectives are to promote improved relations on a government to government basis, reconciliation between the Parties, and improved socio-economic conditions for Temagami and an improved economic and planning climate. In furtherance of these objectives, Temagami First Nation will receive and spend the Funds on initiatives benefitting Temagami citizens as determined by the TFN Council and the Teme-Augama Anishnabai Council, falling within one or more of the following matters:
- **Economic Development**, which could include providing Temagami with direct economic benefits from forestry, mining and aggregates and creating a more positive climate for investment and business partnerships, and enhancing Temagami’s involvement and readiness in regard to resource planning and development;
 - **Community Development**, which could include building governance structures including strengthening land and environmental management;
 - **Cultural Development**, which could include the preservation, promotion and development of First Nations culture and language;
 - **Education**, which could include creating greater capacity and more meaningful and longer term participation by Temagami in the forestry, mining and aggregates economies, including readying Temagami’s youth for participation in these economies; and
 - **Health**, which could include assisting with restoring Temagami’s health and prosperity and supporting activities that enhance the community’s health indicators over time.

4. ACKNOWLEDGEMENTS

4.1 The Parties acknowledge that:

- a) This Agreement does not reflect jurisdictional changes, or the positions of the Parties related to the nature of their governments or rights;
- b) The Parties have differing views and positions on their respective jurisdictions, rights and fiscal obligations, and these differing positions do not diminish the Parties' commitment to work constructively with each other to achieve practical outcomes and results;
- c) Agreements directly between forestry, mining and aggregates proponents and Temagami First Nation, or Temagami First Nation and the Teme-Augama Anishnabai, are an important contribution to sustainable economic development and relationship-building, and this Agreement is not intended to discourage, inhibit or qualify the negotiation of such agreements;
- d) This Agreement is only one part of a broader discussion between Temagami, the Province and third party proponents in relation to Temagami's forestry, mining and aggregates objectives, and is not intended to:
 - i. discourage or limit future discussions or obligations related to forest management planning, forestry licenses or authorizations;
 - ii. determine or dictate the terms of other resource benefit sharing discussions beyond the scope of this Agreement;
- e) This Agreement is not intended to replace existing funding from the Province to which Temagami First Nation or the Teme-Augama Anishnabai may have access;
- f) Resource revenues, including the Revenues covered by this Agreement, may vary significantly from year to year based on a variety of factors, many of which are outside the control of the Parties. Accordingly, any portion of the Funds payable under this Agreement, and the Funds in total, may vary considerably from year to year;
- g) Nothing in this Agreement is intended to limit or otherwise impact the Province's ability to alter any of the charges, royalties and taxes that generate the revenues covered by this Agreement, in its sole and unfettered discretion; and
- h) The allocations set out in Schedules A, B and C reflect the Province's current assessment of how many First Nations are potentially eligible to receive a share of Revenues relating to the forest management units,

“Contributing Mines”, and royalty producing aggregate sites identified in those Schedules. In the event that the Province determines in the future that one or more additional First Nations are eligible to receive a share of revenues relating to one or more of those forest management units, Contributing Mines, or royalty producing aggregate sites, or that one or more First Nations (other than Temagami First Nation) are not eligible to receive a share of such revenues, then the allocations set out in the relevant Schedule(s) shall be amended to reflect the number of First Nation(s) determined by the Province to be eligible. Any amendment to Schedule A, B, or C as described in this Section 4.1(h) shall not take effect until the Fiscal Year following the Fiscal Year in which the amendment is made.

4.2 The Parties further acknowledge that:

- (a) The Supreme Court of Canada has determined that Temagami First Nation adhered to the Robinson Huron Treaty of 1850 (the “Treaty”), contrary to the position advanced at the Supreme Court by Temagami First Nation and the Teme-Augama Anishnabai;
- (b) In 2014, Mike Restoule and others commenced a civil action against the Attorney General of Canada and the Province, representing all First Nation parties to the Treaty but for Temagami First Nation (the “Action”, commenced in the Sudbury office of the Ontario Superior Court of Justice as Court File #C-3512-14);
- (c) The Action seeks increased Treaty annuities, damages and declaratory relief based on an interpretation of the Treaty under which the Crown is required to increase the annuities paid under the Treaty to reflect a share of revenues received by the Crown from the Treaty territory, beyond the amount of one pound (four dollars) per person referred to in the Treaty text;
- (d) The Teme-Augama Anishnabai, including the Temagami First Nation, is intervening as an added party in the Action;
- (e) It has not yet been determined in the Action whether Canada, or the Province, or both, are responsible for any increased annuities under the Treaty and, to the extent Canada is responsible for doing so, whether Canada can require the Province to indemnify it for the cost of doing so;
- (f) The Parties are entering this Agreement notwithstanding that the Action seeks to require the Crown to share revenues from the Treaty territory, including revenue streams that the Parties have agreed to share under this Agreement;
- (g) The Parties do not intend, however, that the Province should at any time be financially responsible for both:

- (i) Revenue sharing under this Agreement; and
 - (ii) Paying or funding increased Treaty annuities to Temagami First Nation or its members that represent a share of Crown resource revenues received by Ontario during the Fiscal Years from which revenues are to be shared under this Agreement, or damages in that regard, or indemnifying Canada in relation to such increased annuities or damages;
- (h) Sections 8.3, 8.5 and 11.4 of this Agreement are intended, in part, to address and avoid the possibility of the Province facing those potentially overlapping liabilities.

5. PAYMENT AND USE OF FUNDS

- 5.1 The Province shall provide Funds to Temagami First Nation in accordance with the payment plan set out in Schedule D.
- 5.2 The administrative costs set out in Schedule G will be paid out of the Funds provided under this Agreement.
- 5.3 The Province is not obligated to provide any instalment of Funds to Temagami First Nation until the reporting requirements set out in Schedule E have been satisfied.
- 5.4 Temagami First Nation shall use the Funds only for capital or operating expenditures for the benefit of Temagami citizens as determined by the TFN Council and the Teme-Augama Anishnabai Council, and falling within the matters set out in Section 3.1, or for administrative costs related thereto, as set out in Schedule G.
- 5.5 For greater certainty, Temagami First Nation shall not use any portion of the Funds for:
- per capita distributions, but without limiting Temagami First Nation's ability to distribute funds for the purposes of educational bursaries, artistic/cultural funding, nutritional support, or other payments to specific community members it may identify for one or more of the purposes stipulated in Section 3.1;
 - distribution to any other Indigenous community;
 - the costs of litigation; or
 - investing the Funds with a view to preserving or seeking a return on them without advancing initiatives benefiting Temagami citizens as determined by the TFN Council and the Teme-Augama Anishnabai Council, and falling within any of the matters set out in Section 3.1.

6. REPORTING AND EVALUATION

- 6.1 The Parties acknowledge and agree that each of the Parties has its own financial accountability and reporting processes.
- 6.2 Temagami First Nation shall submit reports in the manner, at the times specified and containing the content set out in Schedule E.
- 6.3 The Province shall submit reports to Temagami First Nation in the manner, at the times specified and containing the content set out in Schedule F.
- 6.4 The Parties agree that an independent evaluator, to be jointly selected by the Parties by way of a public procurement process conducted in accordance with relevant Provincial guidelines, policies and other Provincial requirements, will be appointed by September 2024 to conduct an independent evaluation of this Agreement and its implementation by the Parties, on terms and within a budget to be agreed to by the Parties, which evaluation will be completed by March 31, 2025.
- 6.5 The independent evaluation may,
 - i. use qualitative and quantitative performance measures determined jointly by the Parties,
 - ii. examine the effectiveness and transparency of the information provided by the Parties as required by Schedules E and F,
 - iii. include a narrative of examples of how the Funds have been used,
 - iv. provide an overview of the current use of Funds and reporting requirements, as well as lessons learned, and
 - v. provide recommendations to address any issues arising from implementation of this Agreement.
- 6.6 The Parties will have the opportunity to provide input to the independent evaluator and the results of the independent evaluation will be available to the Parties. For greater clarity, the Parties confirm that none of the results of the independent evaluation, including any recommendations made, will be binding on the Parties.

7. COMMUNICATIONS

- 7.1 The Parties will jointly develop a communications approach to making any initial public announcements regarding this Agreement. This includes details about timing, content, profile, and reach. The Parties further agree to jointly discussing future communications opportunities.

7.2 The Province will inform industry stakeholders that agreements directly between forestry, mining and aggregates proponents and First Nation parties to RRS agreements are an important contribution to sustainable economic development and relationship-building, and such agreements are not intended to discourage, inhibit or qualify the negotiation of such agreements.

8. TERM AND TERMINATION

8.1 This Agreement shall expire on the same day that the final payment is made pursuant to Schedule D unless extended by written agreement of the Parties.

8.2 Commencing on or about April 15, 2025, the Parties shall meet to discuss whether they wish to extend the Agreement, and in the course of such discussion shall consider the independent evaluation conducted in accordance with Section 6.

8.3 The Province may terminate this Agreement at any time, without cause, liability, penalty, or costs, upon giving at least thirty (30) days' Notice to Temagami First Nation.

8.4 Temagami First Nation may terminate this Agreement at any time, without cause, liability, penalty, or costs, upon giving at least thirty (30) days' Notice to the Province, such Notice to include a supporting Band Council Resolution.

8.5 In the case of termination pursuant to Sections 8.3 or 8.4 above, the obligations of the Province under this Agreement shall immediately cease, including any payment obligations for the Fiscal Year in which such Notice is given and for future Fiscal Years.

8.6 Notwithstanding anything else in this Section 8:

(a) The rights and obligations of the Parties under the following Sections of this Agreement shall survive termination of the Agreement: Sections 11.1; 11.2; 11.3; 11.4; 11.6 (a); and 11.9; and

(b) The obligations of the Parties regarding the use of Funds and reporting shall survive termination and continue until such time as all Funds distributed under the Agreement have been spent in accordance with its terms, and the Parties have completed their reporting obligations in relation to all Funds distributed and spent.

9. DISPUTE RESOLUTION

9.1 If a dispute arises under this Agreement between the Parties, the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute. If the dispute cannot be resolved by the Parties directly, the Parties shall discuss whether other appropriate approaches, including mediation

and ones based in First Nations principles, protocols and practices, may assist in reaching resolution of the dispute.

10. ISSUES WITH FORESTRY, MINING OR AGGREGATES ACTIVITIES

10.1 Where an “on the ground conflict” or direct action by a Temagami member or by Temagami First Nation or Teme-Augama Anishnabai occurs which is interfering with ongoing forestry, mining or aggregates activities, Ontario shall approach Temagami and invite its leaders to discuss approaches to attempt to resolve the conflict. If such an invitation is extended, Temagami shall give it due consideration and communicate to Ontario whether or not it agrees to hold such discussions, and if so under what constraints, if any.

11. GENERAL

11.1 **Amendment:** Amendments to this Agreement may be made only by written agreement of the Parties.

11.2 **Non-Derogation:** Nothing in this Agreement shall be construed so as to add to or create new Aboriginal or treaty rights, or to affect the interpretation of or to abrogate or derogate from the protection provided for the existing Aboriginal or treaty rights of the Aboriginal peoples of Canada as recognized and affirmed in section 35 of the *Constitution Act, 1982*.

11.3 **Without Prejudice:** This Agreement shall be without prejudice to any rights or interests of the Parties not addressed in the Agreement and any position that any of the Parties may take in legal or administrative proceedings.

11.4 **Exception:** Notwithstanding any other provision of this Agreement:

- (a) Should Temagami First Nation or one or more persons representing Temagami First Nation obtain a judgment, order or other award from a court of competent jurisdiction, arbitrator or other quasi-judicial decision maker (an “Award”) against the Province, which Award provides for damages, restitution or any other form of compensation for Revenues received by the Province during the term of this Agreement, then the Funds paid under this Agreement (before and after the Award is made) shall be set off against the Award so as to reduce the amount payable under the Award by the Province on a dollar-for-dollar basis.
- (b) Should Temagami First Nation or one or more persons representing Temagami First Nation obtain an Award against Canada, which Award provides for damages, restitution or any other form of compensation for Revenues received by the Province during the term of this Agreement, and the Province is required to indemnify Canada in respect the Award, then the Funds paid under this Agreement (before and after the Award is

made) shall be set off against the Award so as to reduce the amount payable under the Award by Canada, on a dollar-for-dollar basis (and thereby reduce the liability of the Province).

- (c) For clarity but without limitation, Sections 11.4 (a) and (b) apply to any such Award that may in the future be made in the Action.
- (d) Should no such Award be made in the Action, but the Action nevertheless establishes or implies that Temagami First Nation or its members are entitled to increased Treaty annuities representing a share of resource revenues received by the Province during the term of this Agreement, or damages in that regard, then the liability of the Province in respect of such increased Treaty annuities or damages (or both) shall be reduced by the amount of the Funds paid under this Agreement, and if only Canada is liable for such increased annuities or damages (or both), and the Province is required to indemnify Canada for that component of the Award, then the liability of Canada (and thereby the liability of the Province) shall be reduced by the amount of the Funds paid under this Agreement.

11.5 Freedom of Information and Protection of Privacy: The Parties acknowledge that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, 1990, R.S.). 1990, Chapter F. 31, and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act and as otherwise required by law.

11.6 Release, Indemnity and Insurance

- a) Temagami First Nation hereby agrees to release, indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees (the “Indemnified Parties”) from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of the performance by Temagami First Nation of its obligations under this Agreement, including any use of Funds by Temagami First Nation, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.
- b) Temagami First Nation represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out activities similar to those described in this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an

Item #6

inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- i. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of Temagami First Nation's obligations under the Agreement;
 - ii. a cross-liability clause;
 - iii. contractual liability coverage; and
 - iv. a 30 day written notice of cancellation.
- c) If requested, Temagami First Nation will provide the Province with a certificate of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in Section 11.6(b).

11.7 Repayment:

- a) If it has been determined that the Province has made an overpayment, that overpayment will be deducted from the next scheduled payment.
- b) If it has been determined that the Province has made an underpayment, that underpayment will be added to the next scheduled payment.
- c) For greater certainty, in the final Fiscal Year for which Funds are payable under this Agreement, any overpayment or underpayment will be addressed through the final payment, or second instalment, as provided for in Schedule D.

11.8 **Notice:** Any notice required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be given by means of electronic communication or by hand-delivery as hereinafter provided. Any such Notice, if sent by means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee.

Notices and other communications shall be addressed as follows:

(a) if to the Province:

Ministry of Northern Development, Mines, Natural Resources and Forestry
Whitney Block, 5th Floor
99 Wellesley St. West
Toronto, ON M7A 1W3
RRS@ontario .ca

Attention:

Director, Corporate Policy Secretariat, Strategic Policy Division, Northern Development and Mines, and

Director, Strategic and Indigenous Policy Branch, Policy Division, Natural Resources and Forestry

(b) if to Temagami First Nation:

Chief and Council
Temagami First Nation
General Delivery
Bear Island, Lake Temagami
Ontario, P0H 1C0

via email to: Chief@TemagamiFirstNation.ca

11.9 Entire Agreement

This Agreement, including:

Schedule A – Calculation of Forestry Portion of Funds
Schedule B – Calculation of Mining Portion of Funds
Schedule C – Calculation of Aggregates Portion of Funds
Schedule D – Payment Plan
Schedule E – Temagami First Nation Reporting
Schedule F – Provincial Reporting
Schedule G – Administrative Costs

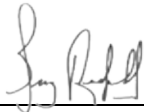
and any amending agreement entered into pursuant to Section 11.1 constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

1.10 Execution

- a) Concurrent with the execution of this Agreement, Temagami First Nation will deliver to the Province a certified copy of the resolution approving and authorizing the execution of this Agreement that has been duly passed by the Band Council of Temagami First Nation;
- b) This Agreement may be executed and delivered by scanned email copy, and
- c) This Agreement may also be executed and delivered in counterparts and such counterparts shall for all purposes constitute one Agreement.

EXECUTED by the Parties effective as of the date set out at the beginning of this Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO
as represented by the Minister of Northern
Development, Mines, Natural Resources and
Forestry**



Name : Greg Rickford

Title : Minister of Northern
Development, Mines, Natural
Resources and Forestry

TEMAGAMI FIRST NATION



Name : Shelly Moore-Frappier

Title : Chief

SCHEDULE A - CALCULATION OF FORESTRY PORTION OF FUNDS

1.0 Definitions.

1.1 In this Schedule A, the following terms have the following meanings:

“Agreement FMU” means an FMU specified for the purposes of this Schedule in Appendix 1 to this Schedule;

“FMU” means a forest management unit designated from time to time under section 7 of the *Crown Forest Sustainability Act, 1994* (“CFSA”);

“FMU Annual Funds” means the portion of the Forestry Funds derived from the FMU Annual Revenues of an Agreement FMU;

“FMU Annual Revenues” means the revenues received by the Province for Crown forest resources harvested from an Agreement FMU, pursuant to section 31 of the CFSA in a Fiscal Year, which may fluctuate from year to year, and for greater certainty, do not include revenue from annual area charges under subsection 32(1), forest renewal charges under section 49, or forest future charges under subsection 51(5) of the CFSA;

“Forestry Portion of the Funds” means the total annual revenue shared with Temagami First Nation determined using the Sharing Formula;

“Sharing Formula” means the product of FMU Annual Revenues, Sharing Percentage, and First Nation Allocation, to generate the FMU Annual Funds for each FMU specified in Appendix 1, the sum of which equates to the Forestry Portion of the Funds, as explained in section 2 below;

“Sharing Percentage” means 45%, being the percentage of the FMU Annual Revenue from each Agreement FMU used to calculate the Forestry Portion of the Funds for a Fiscal Year; and

“Temagami Allocation” means the percentage of FMU Annual Revenue notionally allocated to Temagami First Nation as specified in Appendix 1 to this Schedule.

2.0 Sharing Formula

2.1 The Province will calculate the Forestry Portion of the Funds to be provided to Temagami First Nation in accordance with Section 5 of the Agreement, at the times specified in Schedule D – Payment Plan, in accordance with the formula set out below:

<p>i. For each Agreement FMU, the Province will multiply the FMU Annual Revenue by the Sharing Percentage.</p> <p>ii. The Province will multiply the product of the resulting number by the Temagami Allocation to arrive at the FMU Annual Funds.</p> <p>iii. The Province will repeat the operations in i. and ii. above for each Agreement FMU, and then add all the resulting FMU Annual Funds together to arrive at the Forestry Portion of the Funds for a Fiscal Year.</p>	<p>FMU Annual Revenues X</p> <p>Sharing Percentage X</p> <p>Temagami Allocation</p> <p>=</p> <p>FMU Annual Funds</p> <p>Add all FMU Annual Funds for a Fiscal Year to arrive at the Forestry Portion of the Funds for the Fiscal Year.</p>
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3.0 Changes to Agreement FMU

3.1 Where an Agreement FMU is no longer designated as a FMU, or where an Ontario Local Forest Management Corporation is incorporated under section 3 of the *Ontario Forest Tenure Modernization Act, 2011* to operate within an Agreement FMU, the Agreement FMU shall be removed from Appendix 1 commencing in the Fiscal Year following the first Fiscal Year in which the Agreement FMU is no longer designated as a FMU or in which the Ontario Local Forest Management Corporation is incorporated.

Appendix 1 to Schedule A

NOTE: This list of FMUs and corresponding allocations are subject to potential adjustment pursuant to Section 4.1(h) of the Agreement, Section 11.1 of the Agreement, or Section 3 of this Schedule.

Agreement FMU	Temagami Allocation
Nipissing Forest	7.69%
Sudbury Forest	10.00%
Timiskaming Forest	12.50%

SCHEDULE B – CALCULATION OF MINING PORTION OF FUNDS

1. Contributing Mine

- 1.1 A “**Contributing Mine**” means a mine in Ontario in “**Commercial Production**”, as determined by the Province, and as agreed to by the Parties as being in proximity to Temagami First Nation and included in Appendix 1.
- 1.2 If, after April 1, 2021 and during the course of the Agreement, a mine in Ontario that is not included in Appendix 1 commences Commercial Production, and the Parties agree the mine is in proximity to Temagami First Nation, the Parties agree to amend Appendix 1 to add that mine as a Contributing Mine and to set out the notional allocation percentages for that mine.
- 1.3 If, at any time during the course of this Agreement, a mine that is included in Appendix 1 is determined to have ceased Commercial Production, as determined by the Province, the Parties agree to amend Appendix 1 to remove that mine as a Contributing Mine.
- 1.4 Where the Province has determined that a mine has commenced or ceased Commercial Production as provided by Sections 1.2 and 1.3 above, the Province will share information with Temagami First Nation regarding the basis on which that determination was made.

2. Calculation of Mining Funds per Contributing Mine

- 2.1 The Mining Funds (“MF”) per Contributing Mine will be calculated as follows:

$$MF = SP \times TARM \times AP$$

Where:

- a) “**SP**” or “Sharing Percentage” means 40% per Contributing Mine for those that are in Commercial Production prior to April 1, 2021, and 45% per Contributing Mine for Contributing Mines that are added to Appendix 1 in accordance with section 1.2 above; and,
- b) “**TARM**” or “Total Attributed Revenue per Mine” equals the **BR + VR**

where:

“**BR**” or “Baseline Revenue” means one half of the OMTRT divided equally by the number of mines in Commercial Production in Ontario (subject to adjustment pursuant to section 2.2 below); and

“**VR**” or “Value Revenue” means one half of the OMTRT x (GMR ÷ TGMR);

where:

“**OMTRT**” or “Ontario Mining Tax and Royalty Total” means the total mining taxes and royalties received by Ontario on an annual basis in relation to mines in Commercial Production in Ontario, as published annually in the *Public Accounts of Ontario*;

“**GMR**” or “Gross Mine Revenue” means the gross revenue of a mine in Commercial Production in Ontario, as determined by the Province using various sources, including annual financial statements related to that mine, where publicly available; and

“**TGMR**” or “Total Gross Mine Revenues” means the sum total of the GMRs; and

- c) “**AP**” or “Allocation Percentage” is the percentage share of revenues related to each Contributing Mine allocated to Temagami First Nation, determined by notionally allocating equal shares to Temagami First Nation and any other First Nation assessed by Province to be potentially eligible to receive a share of Revenues relating to the Contributing Mine, which Allocation Percentages for each Contributing Mine are set out in Appendix 1.

- 2.2 In the case of a Contributing Mine that has been added to or removed from Appendix 1 during the course of a Fiscal Year in accordance with section 1.2 or 1.3 above, the TARM for the purposes of calculating the Mining Funds pursuant to section 2.1 above will be prorated as follows:

$$\text{TARM} = \text{ABR} + \text{VR}$$

where “**ABR**” or “**Adjusted Baseline Revenue**” means the BR x [number of full months in Commercial Production during the Fiscal Year divided by 12].

3.0 Total Funds Payable

- 3.1 The mining portion of the Funds payable under the Agreement will be the sum total of the Mining Funds (MF) calculated for each Contributing Mine pursuant to section 2.1 above.

4.0 Additional Provisions

- 4.1 The Province makes no representations or warranties as to the accuracy of any information obtained and relied upon in calculating the Gross Mine Revenue pursuant to paragraph 2.1 above.
- 4.2 The Province agrees to inform Temagami First Nation of any significant changes to the mining tax and royalty regimes in place in Ontario during the term of the Agreement and the Parties agree to discuss amendments to this Schedule or the Agreement, as may be appropriate as a result of those changes.

Appendix 1 to Schedule B - AP per Contributing Mine

NOTE: This list of Contributing Mines and corresponding Allocation Percentages are subject to potential adjustment pursuant to Section 4.1(h) of the Agreement, Section 11.1 of the Agreement, or Section 1.2 or 1.3 of this Schedule.

Contributing Mine	AP = Temagami's Allocation
Young Davidson Mine	50%

SCHEDULE C – CALCULATION OF AGGREGATES PORTION OF FUNDS

1.0 Definitions

1.1 In this Schedule C, the following terms have the following meanings:

“Agreement FMU” means an FMU specified for the purposes of this Schedule in Appendix 1 to this Schedule;

“Aggregates Site” means a pit or quarry that is operated under a licence or permit issued under the *Aggregate Resources Act*, R.S.O. 1990, c. A.8 (“ARA”);

“Aggregates Portion of the Funds” means the total annual revenue shared with Temagami First Nation using the Sharing Formula;

“Aggregates Site Annual Revenues” means the royalties received by the Province under section 46 of the ARA from an Aggregates Site in a Fiscal Year, which may fluctuate from year to year;

“FMU Aggregates Site” or **“FMUAS”** means an Aggregates Site located in an Agreement FMU, and identified in the Table;

“FMU Annual Aggregate Funds” means the portion of the FMU Portion of the Funds derived from the FMU Annual Revenues of an Agreement FMU in accordance with steps ii through iv in the Sharing Formula;

“FMU Annual Aggregates Revenues” means the total of all FMUAS Annual Revenues received from all the FMUAS in an Agreement FMU in a Fiscal year;

“FMU Portion of the Funds” means the portion of the Aggregates Portion of the Funds derived from all Agreement FMUs in a Fiscal Year;

“FMUAS Annual Revenues” means the Aggregates Site Annual Revenues received by the Province from an FMUAS in a Fiscal Year;

“First Nation” means a First Nation identified in the Table to this Schedule;

“Sharing Formula” means the product of the FMUAS Annual Revenues, Sharing Percentage, and First Nation Allocation to generate the FMU Annual Aggregate Funds for each forest management unit specified in the Table, the sum of which equates to the Aggregates Portion of the Funds, as explained in in Section 2 below;

“Sharing Percentage” means 45%, being the percentage of Aggregates Site Annual Revenue from each FMUAS used to calculate the Aggregates Portion of the Funds;

“**Table**” means the Table in Appendix 1 to this Schedule; and

“**Temagami Allocation**” means the percentage of FMUAS Annual Revenues notionally allocated to Temagami First Nation as specified in the Table.

2.0 Sharing Formula

2.1 The Province will calculate the Aggregates Portion of the Funds to be provided to Temagami First Nation in accordance with Section 5 of the Agreement, at the times specified in Schedule D – Payment Plan, in accordance with the formula set out below:

<p>i. For each Agreement FMU, the Province will add the FMUAS Annual Revenues from all FMUAS in an Agreement FMU to arrive at the FMU Annual Aggregates Revenues for the Agreement FMU.</p>	<p>Add together all FMUAS Annual Revenues from an Agreement FMU</p> <p style="text-align: center;">X</p>
<p>ii. The Province will multiply the FMU Annual Aggregates Revenues for the Agreement FMU by the Sharing Percentage.</p>	<p style="text-align: center;">Sharing Percentage</p> <p style="text-align: center;">X</p>
<p>iii. The Province will multiply the resulting number by the Temagami Allocation for the Agreement FMU.</p>	<p style="text-align: center;">Temagami Allocation</p> <p style="text-align: center;">=</p>
<p>iv. The Province will repeat the operations in i. through iii. above for each Agreement FMU, and then add all the resulting FMU Annual Aggregates Funds together to arrive at the Aggregates Portion of the Funds for a Fiscal Year.</p>	<p style="text-align: center;">FMU Annual Aggregates Funds</p> <p>Add all FMU Annual Aggregates Funds for a Fiscal Year to arrive at the Aggregates Portion of the Funds for the Fiscal Year.</p>

3.0 Changes to Agreement FMU

3.1 Notwithstanding Section 3.1 of Schedule A, where an Ontario Local Forest Management Corporation is incorporated under section 3 of the *Ontario Forest Tenure Modernization Act, 2011* to operate within an Agreement FMU, the Agreement FMU shall not be removed from the Table.

Appendix 1 to Schedule C

NOTE: This list of FMUs containing FMUAS(s) and corresponding allocations are subject to potential adjustment pursuant to Section 4.1(h) of the Agreement, or Section 11.1 of the Agreement.

Table – FMU Aggregates Sites (FMUAS)

Agreement FMU	Temagami Allocation
Nipissing Forest	7.69%
Sudbury Forest	10.00%
Timiskaming Forest	12.50%
Temagami Forest	50.00%

SCHEDULE D – PAYMENT PLAN

1. Payment Schedule

- 1.1 Subject to sections 2.1 and 2.2 below, the Province shall pay to Temagami First Nation the Funds for a Fiscal Year at the times and in the percentages specified in Table 1 to this Schedule.
- 1.2 For the purpose of making a payment described in section 1.1 above, the Province shall deposit the Funds, in Canadian Dollars, into an account designated by Temagami First Nation that resides at a Canadian financial institution and is in the name of Temagami First Nation.

2. Payments Subject to Reporting

- 2.1 Where Temagami First Nation has not met the reporting requirements with regard to Temagami First Nation’s Annual and Final Reports as set out in this Agreement and Schedule “E”, no Funds will be payable under this Agreement at the next scheduled payment of Funds.
- 2.2 The Province shall not make a payment of Funds until Temagami First Nation has provided the insurance certificate to the Province or other proof as the Province may request pursuant to Section 11.6 c) of the Agreement.

TABLE 1 – Payment Plan

Fiscal Year:	Payment Date:
2021-22	Prior to December 31, 2022 (100% of Funds)
2022-23	Prior to December 31, 2023 (100% of Funds)
2023-24	Prior to December 31, 2024 (100% of Funds)
2024-25	Prior to December 31, 2025 (100% of Funds)
2025-26	First Instalment (80% of Funds) - Prior to December 31, 2026
	Second Instalment (20% of Funds) – Prior to December 31, 2027

SCHEDULE E – TEMAGAMI FIRST NATION REPORTING

1. Annual Reports

1.1 Temagami First Nation shall complete an Annual Report in the form and with the content set out in Appendix 1.

2. Final Report

2.1 In addition to the Annual Reports to be completed for the final Fiscal Year of this Agreement and at the same time that those Reports are submitted, Temagami First Nation shall prepare a Final Report satisfactory to the Province that includes:

- a) a narrative description of how Funds were used over the term of the Agreement to meet the objectives set out in Section 3.1 of the Agreement including specific examples of projects or initiatives of benefit to Temagami; and
- b) challenges experienced in the implementation of the Agreement and approaches that were adopted to effectively address those challenges.

3. Reporting Timetable

3.1 Temagami First Nation shall submit completed Reports to the Province in accordance with the following timetable:

Annual Reporting Timetable

Fiscal Year in which the Province receives Revenues	Scheduled Payment of Funds with respect to those Revenues, per Schedule D	Submission of Reports to the Province by Temagami First Nation (including Auditors' Reports) - corresponding to the Fiscal Year in which the Payment occurred
2021-22	Prior to Dec. 31, 2022	July 31, 2023
2022-23	Prior to Dec. 31, 2023	July 31, 2024
2023-24	Prior to Dec. 31, 2024	July 31, 2025
2024-25	Prior to Dec. 31, 2025	July 31, 2026
2025-26	First Instalment (80%) – Prior to Dec. 31, 2026	July 31, 2027*
	Second Instalment (20%) – Prior to Dec. 31, 2027	

* to include Final Report in addition to Annual Report

- 3.2 The Province shall review the Annual Report submitted for each Fiscal Year and shall respond in writing to Temagami First Nation within thirty (30) days of receipt with any concerns it may have with respect to the Annual Report, including that the Annual Report was not received, which concerns shall be addressed to the satisfaction of the Province prior to October 1 of the calendar year in which the Report was submitted or due; where the Province does not respond with any concerns about an Annual Report within thirty (30) days of receipt, the Province shall be deemed to have accepted the Annual Report.
- 3.3 Where the concerns of the Province with regard to an Annual Report of Temagami First Nation have not been addressed to the satisfaction of the Province by October 1 of the calendar year in which the Annual Report was submitted or, where the Province has not received an Annual Report by September 1 of the calendar year in which it was due, then no Funds will be payable under this Agreement at the next scheduled payment of Funds.
- 3.4 In the year in which a Final Report is also required, the process and consequences described in sections 3.2 and 3.3 above apply with regard to both the Annual Report and Final Report required to be submitted.
- 3.5 For greater certainty, the consequences with regard to Funds payable under this Agreement for failure to provide Annual Reports or Final Reports satisfactory to the Province as set out in sections 3.3 and 3.4 above cannot be rectified or reversed by submission of Annual Reports or Final Reports after September 1 of the calendar year in which they were first submitted or due.

Appendix 1 to Schedule E – FORM OF ANNUAL REPORT

TO: PROVINCE

FROM: TEMAGAMI FIRST NATION

PART I – ANNUAL SUMMARY

1. PREVIOUSLY UNSPENT BALANCE

As of March 31, ____ [in the calendar year preceding the year of the current Report] that Temagami First Nation had not yet spent \$_____ of the Funds it received under the Agreement for prior Fiscal Years (the “Unspent Balance”).

2. FUNDS RECEIVED

Temagami First Nation confirms that it received Funds totalling \$_____ for the Fiscal Year ended March 31, ____ [in the calendar year preceding the year of the current Report].

3. SPENDING ALLOCATIONS

Temagami First Nation reports that Funds received under the Agreement were spent by the Temagami First Nation between April 1, ____ [of the calendar year preceding the current Report] and March 31, ____ [of the current calendar year], as follows:

Economic Development:	\$ _____
Community Development:	\$ _____
Cultural Development:	\$ _____
Education:	\$ _____
Health:	\$ _____
Administrative Costs:	\$ _____

4. CURRENT UNSPENT BALANCE

Temagami First Nation reports that as of March 31, ____ [of the current calendar year], it had not spent \$_____ of the Funds it has received under the Agreement, and has retained this Unspent Balance to be used in the future for the purposes contemplated by Section 5 of the Agreement.

**TEMAGAMI FIRST NATION/COUNCIL
CHIEF**

And/or Quorum of Councillors

[Signature(s) of Councillor(s)]

[City, Canada]

Date: _____

.....

PART II - ANNUAL AUDITOR’S REPORT

Each Annual Report submitted by Temagami First Nation shall include, as Part II, a report signed by a chartered accountant or other audit-certified licensed public accountant acting as an auditor, attesting to the accuracy of the corresponding Part I Report. The form and substance of the auditor’s report shall be in accordance with Canadian generally accepted accounting standards.

SCHEDULE F: PROVINCIAL REPORTING**1. Provincial Funding Report**

- 1.1 Concurrent with making a payment of Funds in accordance with Schedule D, the Province shall provide Temagami First Nation with a Funding Report that describes:
- a) with respect to the calculation of the forestry portion of the Funds, the numbers used to calculate the portion, including the FMU Annual Funds for each Agreement FMU calculated for the applicable Fiscal Year, and a breakdown of the calculation of the forestry portion of the Funds made in accordance with Schedule A;
 - b) with respect to the calculation of the mining portion of the Funds, the numbers used to calculate the portion, including a breakdown of the calculation of the Total Attributed Revenue per Mine as described in Schedule B;
 - c) with respect to the calculation of the aggregates portion of the Funds, the amount of the aggregates portion of the Funds.
- 1.2 For greater certainty, with regard to the final Fiscal Year for which Funds are payable under to the Agreement, the Provincial Funding Report will be provided concurrent with the payment of the First Instalment of the Funds.

2. Review of Reports

- 2.1 Temagami First Nation shall have thirty (30) days upon receipt of the Funding Report to review the Report and raise any concerns with it; where Temagami First Nation has not raised any concerns within 30 days of receipt of the Funding Report, the Report and corresponding payment shall be deemed to have been accepted.
- 2.2 Where concerns are raised that result in a recalculation by the Province of the Funds payable, any overpayment or underpayment will be addressed pursuant to Section 11.7 of the Agreement.

SCHEDULE G – ADMINISTRATIVE COSTS

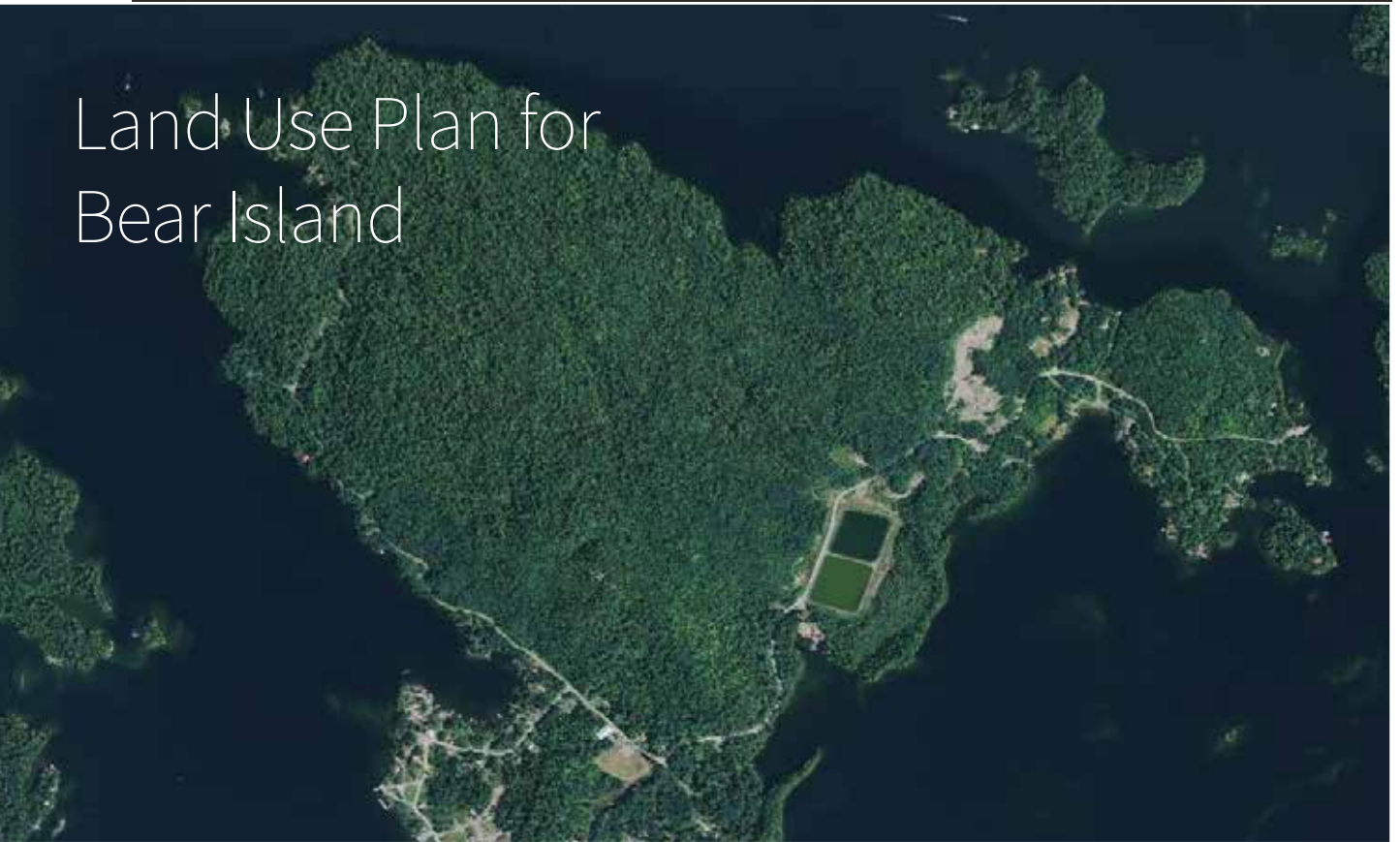
1. Administrative Costs

1.1 The following costs shall be borne by Temagami First Nation out of the Funds provided under the Agreement:

- a) costs related to the completion and delivery of Reports to the Province as set out in Schedule E;
- b) costs related to participation in the third party evaluation required by Section 6.4 of the Agreement, which shall include 50% of all costs related to the procurement and acquisition of an independent evaluator;
- c) costs associated with the receipt, management, distribution and disbursement of Funds;
- d) costs related to participation in any dispute resolution or mediation process under this Agreement; and
- e) costs associated with the negotiation of an extension or amendment of the Agreement or the negotiation of a new or alternative agreement or arrangement related to the sharing of Provincial forestry, mining and aggregates revenues.

Item #7:

Land Use Plan for
Bear Island



Item #7



TEMAGAMI FIRST NATION LAND USE PLAN

PROPOSED LAND USE DESIGNATIONS BEAR ISLAND

- Spring
- Intermittent Watercourse
- Potential Future Road
- ▲ Trail
- Wetland Boundary
- Spring Pond

Proposed Land Use

- Cemetery
- Commercial
- Community Buildings and Use
- Cultural Heritage Protection and Enhancement
- Environmental Protection
- Holistic Management Area
- Infrastructure
- Potential Future Development
- Recreation and Park
- Housing (with Home-based Business)



MAP DRAWING INFORMATION:
 BASE DATA PROVIDED BY MINRP
 MAP CREATED BY: GM
 MAP CHECKED BY: HS
 MAP PROJECTION: NAD 1983 UTM Zone 17N



PROJECT: 188369
 STATUS: DRAFT
 DATE: 2022-08-18



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community

Motion - RE: Land Use Plan for Bear Island

Motion Land Use Plan for Bear Island

WHEREAS Temagami First Nation has from time immemorial occupied n'Daki Menan.

WHEREAS Temagami First Nation has the inherent right to govern itself and its lands.

WHEREAS Temagami First Nation desires to protect its members living on its reserve lands in accordance with its culture and traditions.

WHEREAS Temagami First Nation ratified and adopted the Temagami First Nation Land Code on June 24, 2017 and developing a Land Use Plan for Bear Island falls under the Land Code.

WHEREAS A Request for Proposals was circulated in 2018 and subsequent contract was awarded to Dillon Consulting to develop a Land Use Plan for Bear Island.

WHEREAS Temagami First Nation has held consultation and engagement sessions since 2018 and following these a Draft Land Use Plan for Bear Island was prepared and circulated starting in February 2022.

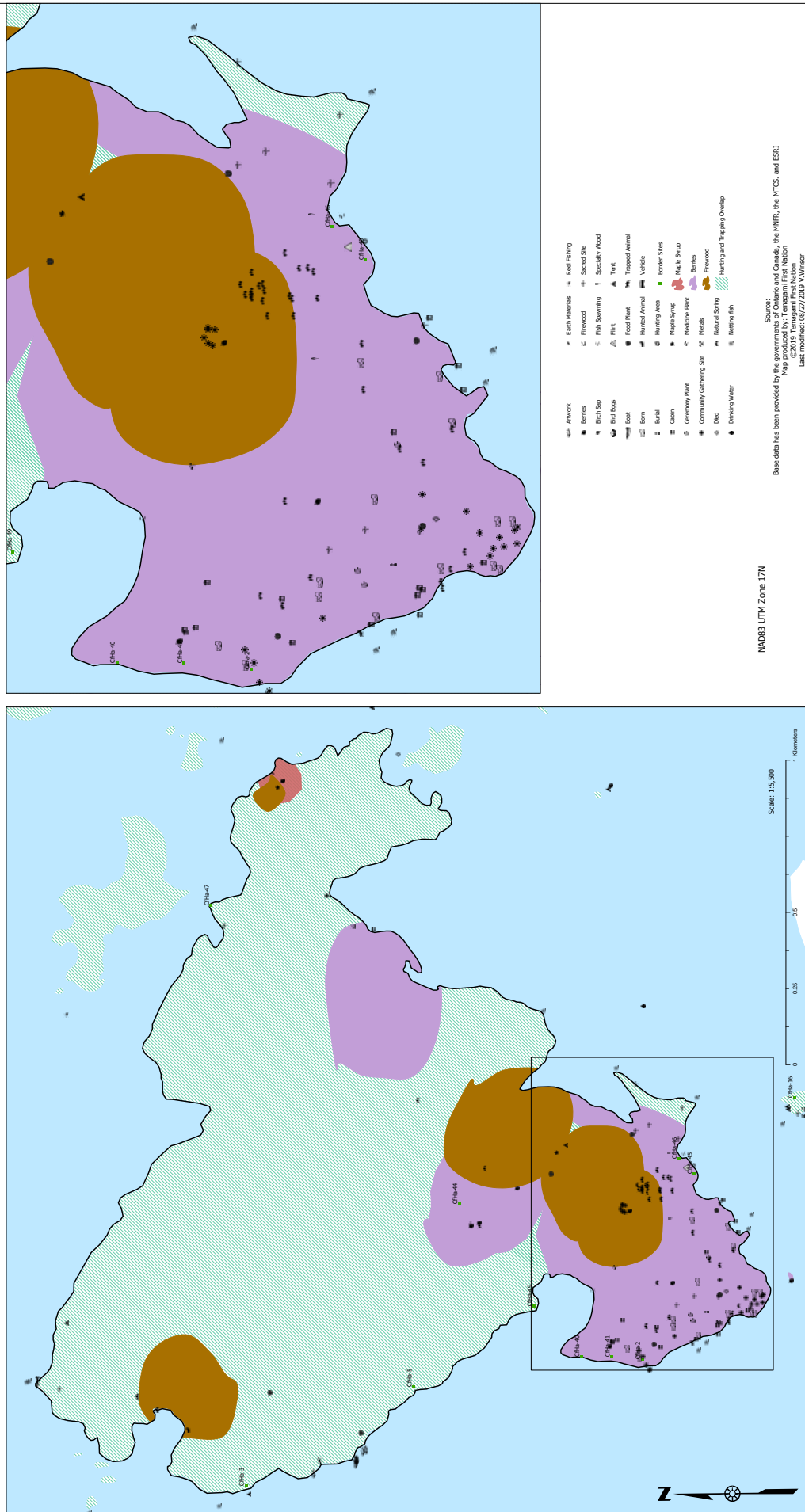
Motion to approve the Land Use Plan for Bear Island, Teme Augama Anishnaabeg Akii n'zhit te win Deep Water People, Our Land Plan, as presented and that the vote be done by ballot.



Teme-Augama Anishnabai/Temagami First Nation

Bear Island, Lake Temagami

Map of Traditional Knowledge

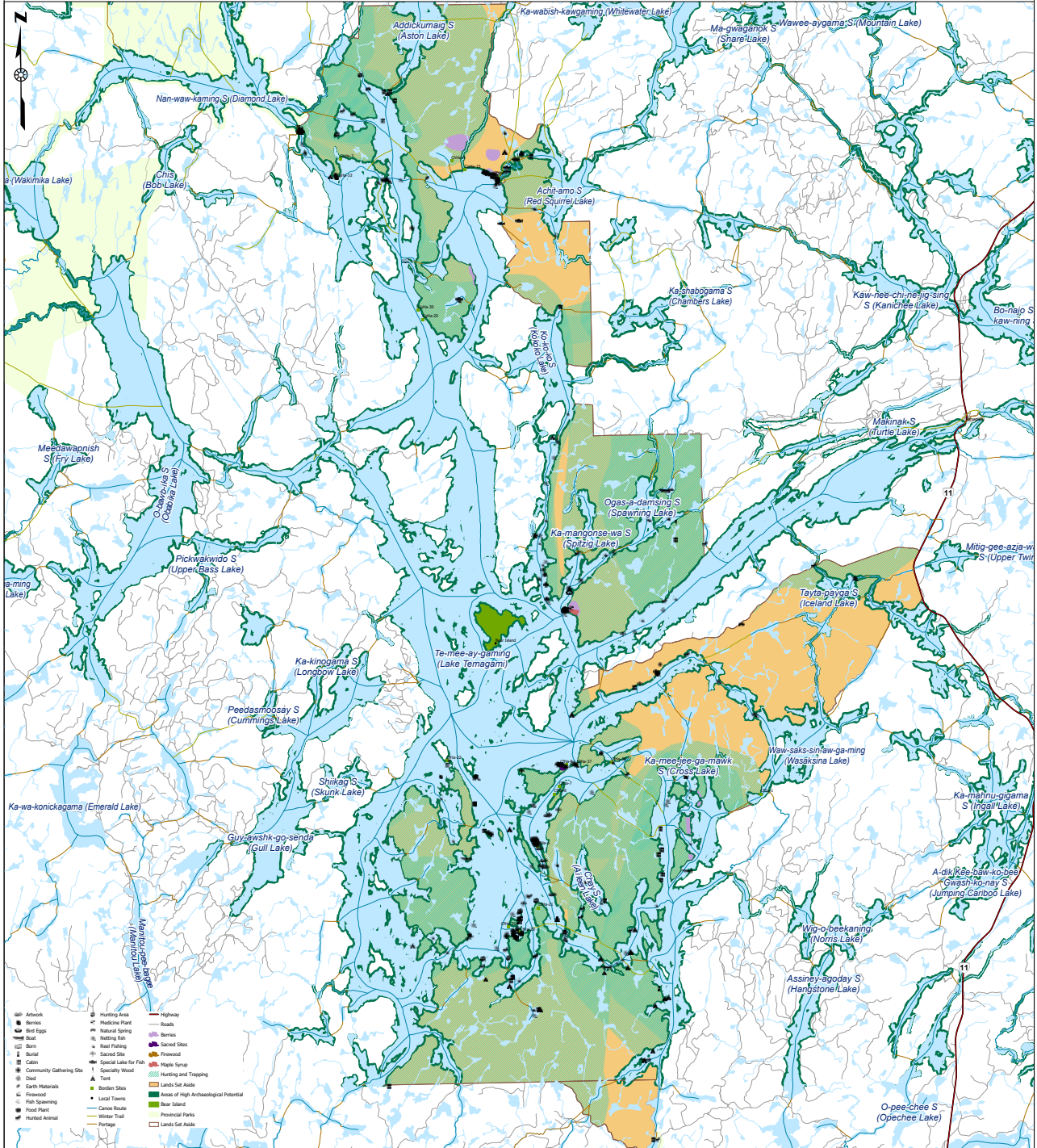




Temagami Anishnabai/Temagami First Nation

Lands Set Aside

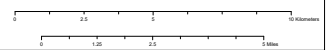
Traditional Knowledge Map



NAD83 UTM Zone 17N

Source:
 Base data has been provided by the governments of Ontario and Canada, the MNFR, the MTCS, and ESRI
 Map produced by: Temagami First Nation
 ©2019 Temagami First Nation
 Last modified: 08/28/2019 V.Winsor

Scale: 1:52,000



Item #8: *Restoule* Update

JOINT COUNCIL NEWS

***Restoule* at the Supreme Court of Canada**

About the Case

In 2014 *Restoule* was brought forward by the Robinson-Huron (RHT) and Robinson-Superior Treaty First Nations. The case is asking for the Ontario Superior Court of Justice to confirm that Canada and Ontario are obligated to increase annuity payments as promised under the Treaty, and to pay compensation for their failure to increase annuities in the past.

The case has been divided into three stages. In the first two stages of the case, the Court decided that annuity payments should have been increased, subject to Canada and Ontario's ability to pay.

Teme-Augama Anishnabai and Temagami First Nation are participating as an intervenor in stage three of the case which is now scheduled to begin in January 2023.

Ontario's Appeal to the Supreme Court of Canada

Ontario appealed the decisions of the first two stages. In June 2022, the Supreme Court of Canada agreed to hear Ontario's appeal.

The Supreme Court's decision on the appeal could directly affect TAA and TFN's rights and interests, including whether and on what basis Canada and Ontario are required to compensate TAA and TFN.

Next Steps

TAA and TFN can apply to intervene in the Supreme Court of Canada case. Applications to intervene are expected to be due in November 2022.

If TAA and TFN apply to intervene, it would be on a without-prejudice basis to its position on the Robinson-Huron Treaty, including the position that TAA and TFN never surrendered title to n'Daki Menan.

As an intervenor, TAA and TFN would have the right to participate and make arguments to protect its rights and interest in n'Daki Menan at the Supreme Court.

Item #9: n'Daki Menan Relationship Agreement

Item #9

JOINT COUNCIL NEWS

Ndaki-Menan Relationship Agreement

About the Relationship Agreement

Joint Council of Teme-Augama Anishnabai and Temagami First Nation is proposing a new approach to negotiations with Canada and Ontario. Joint Council proposes pursuing a living relationship agreement that respects TAA and TFN's inherent right to self-government and its stewardship responsibilities to n'Daki Menan. The relationship agreement would be a living, open agreement with Ontario and Canada that evolves over time.

Joint Council developed the n'Daki Menan Relationship Statement, a proposed set of principles to guide the renewed negotiations. The n'Daki Menan Relationship Statement was presented at the July 13, 2022 Community Information Session and in the August 2022 BI Blast.

Background

TAA and TFN have been engaged in negotiations with Ontario and Canada to resolve issues related to the Crown's outstanding obligations since the 1990s. These negotiations led to the 1993 Agreement-in-Principle, the Treaty of Co-Existence and eventually the 2008 Draft Settlement Agreement.

Elements of the 2008 Draft Settlement Agreement reflect an outdated cede and surrender approach to resolving issues with the Crown that conflicts with TAA and TFN's vision for the future.

Joint Council currently has a mandate to negotiate the 2008 Draft Settlement Agreement.

New Mandate from Citizenship

Joint Council is seeking a mandate from the People of n'Daki Menan to pursue a living, relationship agreement with Canada and Ontario rather than negotiate outstanding issues from the 2008 Draft Settlement.

Joint Council is committed to keeping the People of n'Daki Menan informed and involved throughout the process as it builds a government-to-government relationship with Canada and Ontario.



TEMAGAMI
FIRST NATION