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**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**  
Dated for reference August 25, 2022

**Dated for reference the 25<sup>th</sup> day of August, 2022**

**BETWEEN**

**MATACHEWAN FIRST NATION**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

AB BM

# MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT

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**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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**Matachewan  
Treaty Land Entitlement Claim  
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

**Matachewan First Nation**, as represented by its Council (hereinafter called  
"Matachewan")

AND:

**Her Majesty the Queen in Right of Ontario** as represented by the Minister of Indigenous  
Affairs and by the Minister of Natural Resources and Forestry  
(hereinafter called "Ontario")

**WHEREAS:**

- A. In November 2009 Matachewan submitted its Treaty Land Entitlement Claim to Ontario.
- B. By letter dated July 5, 2012, Ontario stated it was prepared to enter discussions with Matachewan and Canada regarding the Treaty Land Entitlement Claim.
- C. On January 25, 2013, Matachewan, Canada and Ontario entered into a Negotiation Protocol to govern the negotiation process.
- D. In August 2019, Matachewan and Canada executed a bilateral settlement agreement for the Treaty Land Entitlement Claim.
- E. Article 3.1 of the settlement agreement between Matachewan and Canada states in part that "The First Nation is entitled to make one or more applications...to propose that at least 4572 acres of land be set apart as reserve..." That settlement also defines 'Proposed Reserve Lands' as "one or more parcels of land that will not be less than 4572 acres and may exceed this number if Ontario provides additional



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land in the settlement of this claim and that the First Nation proposes to be set apart as reserve land in accordance with Article 3.0 of this Settlement Agreement.”

- F. The Parties have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Matachewan Treaty Land Entitlement Claim.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 INTERPRETATION

### Definitions

#### 1.1 In this Settlement Agreement:

**“1924 Agreement”** means the agreement between Canada and Ontario dated March 24, 1924, as confirmed by *An Act for the settlement of certain questions between the Governments of Canada and Ontario respecting Indian Reserve Lands and The Indian Lands Act, 1924*;

**“1986 Agreement”** means the agreement between Canada and Ontario dated August 5, 1986, as confirmed by the *Indian Lands Agreement (1986) Act* and the *Indian Lands Agreement (1986) Confirmation Act, 2010*;

**“Additions to Reserve/Reserve Creation Policy”** means the policy and procedural guidelines of Indigenous Services Canada pertaining to additions to reserve and the creation of new reserves in effect at the time of a request from Matachewan for Lands to be set apart as reserve;

**“Ballot Question”** means the question asked of the Voters in the Ratification Vote as set out in Schedule 1;

**“Band Council Resolution”** means a written resolution of the Council adopted at a duly convened meeting;

**“Band List”** means a list of persons that is maintained under sections 8, 9 and 11 of the *Indian Act* by the Indigenous Services Canada for Matachewan;

**“Canada”** means Her Majesty the Queen in Right of Canada;



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**"Claim"** means all matters, issues and allegations contained in the Matachewan Treaty Land Entitlement Claim submitted to Ontario under Ontario's land claim process or in any legal proceeding, arising or resulting from the same or substantially the same facts upon which the Matachewan First Nation Treaty Land Entitlement claim is based, including, without limiting the generality of the foregoing, any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to, arising or resulting from any failure by Ontario to provide or set apart as reserve all of the land to which Matachewan was entitled under Treaty 9, provided however that this settlement is without prejudice to any other claims Matachewan has or may bring against Ontario that are not settled by this Settlement Agreement;

**"Committee"** means the implementation committee described in Article 15;

**"Contaminant"** means a contaminant defined under the *Environmental Protection Act*, or more particularly defined or described in regulations made under the Act;

**"Corporation"** means a corporation established by Matachewan that is able to accept title to the Lands and administer them on behalf of Matachewan;

**"Council"** means the Council of Matachewan, which is a "council of the band" within the meaning of the *Indian Act*;

**"Crown Land"** means "public lands" within the meaning of the *Public Lands Act*;

**"Dam"** means the Mistinikon Lake Dam;

**"Dam Operator"** means Ontario Power Generation and its successors and assigns;

**"Descriptive Map"** means the descriptive map of the Lands attached as Schedule 2;

**"Direction to Pay"** means the direction to pay the compensation to a bank account provided by Matachewan to Ontario pursuant to Article 2 of this Settlement Agreement the form of which is attached as Schedule 3;

**"Effective Date"** means the date set out in Article 13;

**"Information Meeting"** means a meeting at which Matachewan's negotiator, legal counsel retained by Matachewan and any other persons as requested by Council will explain to all Members in attendance the nature and effect of this Settlement Agreement;

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**"Lands"** means the approximately 5,027.7 acres or 2,034.6 hectares of Crown Land and Park Land shown generally on the Descriptive Map in Schedule 2 and identified as Parts 1-10 and 12-16, and is subject to survey for accurate identification. For greater certainty, this excludes the Patented Lands on Separation Lake, shown generally on the Descriptive Map as Part 11, and is subject to survey for accurate identification;

**"Matachewan"** means Matachewan First Nation, which is a "band" within the meaning of the *Indian Act*, as represented by its Council;

**"Member"** means a person whose name appears or who is entitled to have their name appear on the Band List of Matachewan;

**"Minerals"** means all naturally occurring metallic and non-metallic minerals, including coal, salt, quarry and pit material, gold, silver and all rare and precious minerals and metals, but does not include sand, gravel, peat, gas or oil;

**"Mining rights"** means the right to minerals on, in or under any land;

**"Ontario"** means Her Majesty the Queen in right of Ontario as represented by the Minister of Indigenous Affairs and by the Minister of Natural Resources and Forestry;

**"Ontario's Compensation"** means the sum to be deposited by Ontario pursuant to Article 2 of this Settlement Agreement which sum represents the amount agreed to by Ontario and Matachewan as the financial compensation to be paid by Ontario in settlement of the Claim as against Ontario;

**"Ontario's Ministers"** means the Minister of Indigenous Affairs and the Minister of Natural Resources and Forestry or their duly authorized representatives;

**"Park Land"** means the parts of the West Montreal River Provincial Park shown generally on the Descriptive Map in Schedule 2 and identified as Parts 13 and 14, and is subject to survey for accurate identification;

**"Parts 14 and 15 Lands"** means the portion of the Lands lying below the contour of elevation 308.11 m CGVD28 and above the water's edge of Matachewan Lake as affected by the operation of the Dam, when the Dam is operated, and otherwise the water's edge as it occurs naturally, shown generally on the Descriptive Map in Schedule 2 and identified as Parts 14 and 15, and is subject to survey for accurate identification;



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**"Parts 1-10, 12, 13, and 16 Lands"** means the portion of the Lands lying above the contour of elevation 308.11 m CGVD28, shown generally on the Descriptive Map in Schedule 2 and identified as Parts 1-10, 12, 13, and 16, and is subject to survey for accurate identification;

**"Parties"** means Matachewan and Ontario, and **"Party"** is any one of Matachewan or Ontario;

**"Patented Lands"** means the lands on Separation Lake with PIN 61239-0009 and described as PCL 25434 SEC SST; LOCATION CL 12600 ALMA PT 1 54R4797; DISTRICT OF TIMISKAMING; DISTRICT OF TIMISKAMING shown generally on the Descriptive Map as Part 11, and is subject to survey for accurate identification;

**"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, Indian band, Indigenous group, union, or governmental body, including, without limitation, any past, present or future Members of Matachewan;

**"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise;

**"Ratification Vote"** means a vote referred to in Article 11 on the Ballot Question conducted in accordance with the Voting Guidelines;

**"Reserve"** means a reserve as defined in the *Indian Act*;

**"Resolution"** means a duly executed written resolution of the Council adopted at a duly convened meeting;

**"Settlement Agreement"** means this Matachewan Treaty Land Entitlement Settlement Agreement, including the attached Schedules;

**"Surface rights"** means every right in land other than the mining rights;

**"Voter"** means means a Member of Matachewan who an "elector" as that word is used in the *Indian Act*;

**"Voting Day"** means the day set for holding the Ratification Vote;

**"Voting Guidelines"** means the ratification guidelines contained in Schedule 5 and adopted by Council;

1.2 In Articles 8, 9 and 10 of this Settlement Agreement,



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- (a) "Ontario" includes any of Ontario's ministers, officials, servants, employees, agents, successors and assigns; and
- (b) "Matachewan" includes its successors and assigns, and its past, present and future Members and any of their respective heirs, descendants, legal representatives, successors and assigns, including a band.

1.3 In this Settlement Agreement, all elevations use the Canadian Geodetic Vertical Datum of 1928 (CGVD28).

Interpretation

- 1.4 A reference to an Article, section, subsection, or paragraph means an Article, section, subsection, or paragraph of this Settlement Agreement.
- 1.5 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning that they have in the *Indian Act*.
- 1.6 Unless a contrary intention is expressed, a reference in this Settlement Agreement to a statute will include any such statute, and the regulations made under that statute, all as amended or replaced from time to time.
- 1.7 Where there is a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded and the day on which the second event happens is included.
- 1.8 Wherever in this Settlement Agreement one obligation is to be performed after another or is to be performed after a specified date or event, unless otherwise provided the second obligation will be performed as soon as reasonably possible following the performance of the first, or as soon as is reasonably possible following the specified date or event, whichever is applicable.
- 1.9 The division of this Settlement Agreement into Articles and other subdivisions, the provision of a table of contents and the insertion of headings and recitals are solely for convenience and in no way control, modify, explain or affect the scope, meaning or interpretation of any part of this Settlement Agreement.
- 1.10 Words in the singular include the plural and words in the plural include the singular.
- 1.11 Words referring to persons of one gender include persons of the other gender, corporations and bands.
- 1.12 Wherever in this Settlement Agreement the word "discretion" is used, it means "sole, absolute and unfettered discretion."

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- 1.13 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of or against any Party.
- 1.14 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein.

Statutory References

- 1.15 The following statutes are referred to in this Settlement Agreement and when described by the title set out in this Section, will be interpreted to mean the statutes as cited in this section, as amended from time to time, and the regulations made under them:

- (a) Statutes of the Parliament of Canada:

*An Act for the settlement of certain questions between the Governments of Canada and Ontario respecting Indian Reserve Lands, 1924 S.C. 14-15 George V, c.48*

*Indian Act, R.S.C. 1985, c. I-5*

*Indian Lands Agreement (1986) Act, S.C. 1987-88, c.39*

- (b) Statutes of the Legislature of Ontario:

*Environmental Protection Act, R.S.O. 1990, c. E.19*

*Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31*

*Indian Lands Act, 1924, S.O. 14 George V, c. 15*

*Indian Lands Agreement (1986) Confirmation Act, 2010, S.O. 2010, c. 1, schedule 10*

*Mining Act, R.S.O. 1990, c. M.14*

*Provincial Parks and Conservation Reserves Act, 2006, S.O. 2006, c. 12*

*Public Lands Act, R.S.O. 1990, c. P.43*

- 1.16 The following Schedules are attached to and form part of this Settlement Agreement:



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Schedule 1	Ballot Question
Schedule 2	Descriptive Map of the Land
Schedule 3	Form of Band Council Resolution and Direction to Pay
Schedule 4	Form of Solicitor's Certificate
Schedule 5	Voting Guidelines
Schedule 6	Form of Band Council Resolution – Ratification of Settlement Agreement

## ARTICLE 2 ONTARIO'S COMPENSATION

- 2.1 After Matachewan has ratified the Settlement Agreement in accordance with Article 11, Matachewan shall deliver to Ontario a Band Council Resolution and an executed irrevocable Direction to Pay in substantially the form attached as Schedule 3.
- 2.2 Within forty-five (45) days of the Effective Date and provided that Matachewan has delivered to Ontario the Direction to Pay in accordance with section 2.1, Ontario shall pay to Matachewan in accordance with the Direction to Pay the sum \$365,000 (\$235,000 for the purchase of a private property; \$130,000 for the purchase of improvements associated with two land use permits within the Lands). This payment is a reimbursement of expenses incurred by Matachewan and will be made in one deposit.
- 2.3 The sole responsibility of Ontario with respect to the Compensation is to pay and deposit Ontario's Compensation in accordance with Article 2. Ontario will rely on the Band Council Resolution and Direction to Pay provided by Matachewan referred to in section 2.1.

## ARTICLE 3 TRANSITION

- 3.1 From the date upon which this Settlement Agreement is fully executed until the date upon which Ontario transfers administration and control of the Lands to Canada or ownership of the Lands to the Corporation, Ontario will not alienate, lease or sell the Lands or issue new permits or licenses on the Lands or in any other way deal with the Lands or natural resources within the Lands without the consent of Matachewan by Resolution except:
  - (a) Ontario may extend or renew any existing permit or license in relation to the Lands so long as the permit or license expires before the date of transfer of the administration and control of the Lands to Canada from Ontario, or before the date when Ontario transfers ownership of the Lands to the Corporation;



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- (b) as provided in this Settlement Agreement;
  - (c) where it is necessary to fulfill the terms and conditions of this Settlement Agreement;
  - (d) where it is necessary to take emergency measures to protect the Lands or the natural resources therein;
  - (e) where it is necessary to take measures to protect public health and safety;
  - (f) where required to support the continued operation of the Park Lands as a provincial park in accordance with the *Provincial Parks and Conservation Reserves Act, 2006*. However, Ontario will not alienate, lease or sell the Park Lands or issue new permits or licences on the Park Lands without the consent of Matachewan, unless another exception in this Article 3 applies; or
  - (g) where required by law
- 3.2 Ontario will maintain the Lands as withdrawn from prospecting, staking out, sale or lease under the *Mining Act*.
- 3.3 The general uses that may be made by members of the public of the Crown Land and Park Lands will continue, in accordance with applicable provincial laws, until the date that the administration and control of the Lands are transferred to Canada, or until ownership of the Lands is transferred to the Corporation.

**ARTICLE 4  
LANDS –  
TRANSFER OF ADMINISTRATION AND CONTROL TO CANADA**

Commitment to Transfer the Lands

- 4.1 Subject to the terms of this Settlement Agreement, Ontario shall transfer to Canada administration and control of the Lands for the purpose of the Lands being set apart as Reserve land for the use and benefit of Matachewan.

The Lands Are Intended To Be Set Apart As Reserve

- 4.2 Matachewan intends that the Lands will be set apart as Reserve for the use and benefit of the members of Matachewan.
- 4.3 Matachewan will take all measures reasonably required of it to ensure that the Lands may be set apart as Reserve.

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- 4.4 Ontario will cooperate but will not be obliged to incur any costs whatsoever associated with the processes employed by Canada to set the Lands apart as Reserve.
- 4.5 Matachewan and Ontario acknowledge that the administration and control of the Lands may be transferred to Canada in parts and at different times and agree that the sections of this Article should be interpreted and understood accordingly.
- 4.6 The acreage of the bed of Separation Lake and the Parts 14 and 15 Lands will be included in the transfer of the Lands, but will not be counted towards Matachewan's land quantum entitlement.

Request to Canada to Set the Lands Apart as Reserve

- 4.7 Within one hundred and twenty (120) days of the Effective Date Matachewan will deliver a Resolution to Canada, and a copy of the Resolution to Ontario, requesting that Canada set apart the Lands as Reserve.

Permits, Licences, and Revision of Park Boundary

- 4.8 Before it transfers the administration and control of the Lands to Canada, Ontario will:
- (a) Where necessary, revise the boundaries described in permits, licences and other authorizations that authorize the harvest of natural resources on Crown Land so that those permits, licences and other authorizations no longer apply to any part of the Lands and the rights set out in those permits, licences and other authorizations are no longer exercisable on the Lands;
  - (b) Seek an amendment to the area designated as the West Montreal River Provincial Park (Waterway Class) in Ontario Regulation 316/07 under the *Provincial Parks and Conservation Reserves Act, 2006* to exclude the Park Lands;
  - (c) Terminate the Land Use Permits on Separation Lake; and
  - (d) Where necessary, stop up any roads and unopened road allowances within the Lands.

Contamination of the Lands

- 4.9 If, prior to the date on which Ontario transfers to Canada the administration and control of the Lands, there are found to be Contaminants present in, on or under soil, sediment and/or groundwater in any portion of the Lands that cause or are likely to cause an adverse effect, the Parties will discuss the means by which the affected lands may be restored to prevent, eliminate or ameliorate the adverse



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effect, including which Party will pay any associated costs

- 4.10 Matachewan acknowledges that it is solely responsible for the cost of dealing with, and any liability associated with, Contaminants present in, on or under soil, sediment and/or groundwater in any portion of the two sites that are or were previously authorized by Land Use Permits located on Separation Lake, shown generally as Parts 9 and 10 on the Descriptive Map in Schedule 2.

Plans of Survey and Legal Descriptions

- 4.11 After the delivery to Canada of the Resolution described in section 4.7, Ontario will arrange with Natural Resources Canada and Matachewan for the preparation of instructions for the Plans of Survey of the Lands.
- 4.12 Matachewan will, at its own cost, contract with a surveyor acceptable to Matachewan, Ontario and Canada for the preparation of the Plans of Survey in accordance with the survey instructions described in section 4.11. A copy of the Plans of Survey will be delivered to Matachewan, Ontario and Canada.
- 4.13 Ontario agrees to seek the necessary approvals for up to \$225,000 to cover the cost of the survey of the Parts 13, 14 and 15 Lands.
- 4.14 When the Plans of Survey are satisfactory to Matachewan, Ontario and Canada, Ontario will issue approval for them to be deposited in the appropriate provincial Land Registry Office.
- 4.15 After the Plans of Survey have been deposited in accordance with s. 4.14, Ontario will prepare legal descriptions of the Lands that are satisfactory to Matachewan, Ontario and Canada.

Water's Edge Boundary

- 4.16 Where the Parts 14 and 15 Lands border Matachewan Lake, the water boundary of the Parts 14 and 15 Lands shall be the water's edge of Matachewan Lake as affected by the operation of the Dam, when the Dam is operated, and otherwise at the water's edge as it occurs naturally.
- 4.17 Matachewan and Ontario acknowledge and agree that in the event that the Dam is replaced by a new dam, either at the present location or a new location, the water's edge limit of Matachewan Lake will remain ambulatory and may continue to be regulated from time to time up to 308.11 m CGVD28 by damming.
- 4.18 It is understood and agreed that from time to time as a result of weather conditions or other factors beyond Ontario's or the Dam Operator's control, occasional and temporary flooding may occur so as to raise the water level beyond 308.11 m CGVD28 and, in these circumstances, Ontario shall not be liable in respect of the



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consequential flooding of any lands within the Lands or have any obligations to Matachewan in respect of such flooding.

- 4.19 For the purposes of section 4.18, Matachewan acknowledges that "occasional and temporary flooding" means a period of no longer than twelve (12) weeks cumulatively over the course of a calendar year; but in extraordinary circumstances, as a result of extreme natural weather conditions or other factors beyond Ontario or the Dam Operator's control, "occasional or temporary flooding" may mean a period longer than twelve (12) weeks cumulatively over the course of the year, but in no case will the flooding be permanent.
- 4.20 Ontario's transfer of the Parts 14 and 15 Lands shall be subject to a reservation in favour of Ontario of the right to raise, lower or hold the water levels adjacent to and over the Parts 14 and 15 Lands, without compensation, to a maximum elevation of 308.11 m CGVD28. The right to raise, lower or hold the water levels adjacent to and over the Part 14 and 15 Lands hereby reserved may be assigned to third parties at the sole discretion of Ontario.
- 4.21 In addition to any other statutory or regulatory notice requirements, Matachewan will notify Ontario forty-five (45) days prior to undertaking any activities on the Parts 14 and 15 Lands that could adversely impact the waters, beds or shoreline of the Matachewan Lake. Notices pursuant to this provision will be sent to the District Manager, Kirkland Lake District Office of the Ontario Ministry of Natural Resources and Forestry (MNR).

Transfer to Canada of Administration and Control of the Lands

- 4.22 Following the receipt by Ontario of
  - (a) a request from Matachewan, by Resolution, that Ontario transfer the administration and control of the Lands to Canada for the purpose of setting apart the Lands as Reserve; and
  - (b) written confirmation from Canada that it is ready to set apart the Lands as Reserve,

Ontario will transfer to Canada the administration and control of the Lands in accordance with this Settlement Agreement and in a manner acceptable to Ontario and Canada.

- 4.23 For greater certainty, the transfer of administration and control:
  - (a) will include:
    - (i) all Surface and Mining rights, including, without limitation, all timber and Minerals;

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- (ii) any improvements situated on the Lands;
  - (iii) the beds and shores of any river or lake, wholly enclosed within the Lands;
  - (iv) the bed of Separation Lake;
  - (v) the islands on Separation Lake;
  - (vi) the beds and shores of the portion of any stream, creek or pond within the Lands; and
  - (vii) any other interest of Ontario in the Lands.
- (b) will be subject to the reservation described in section 4.20.

**Specific Agreement**

- 4.24 After Canada has set apart the Lands as Reserve, Matachewan and Canada can approach Ontario to enter into a Specific Agreement, within the meaning of the 1986 Agreement, to make paragraphs 3 to 7 of the 1924 Agreement inapplicable to the Lands and the Matachewan Reserve, and to release to Matachewan any monies held by Canada that are payable to Ontario pursuant to paragraph 6 of the 1924 Agreement.

**If Canada Does Not Accept the Transfer of Administration and Control of the Lands from Ontario**

- 4.25 If Canada has not accepted the transfer of administration and control of the Lands at the expiry of five (5) years from the Effective Date, the Parties will review the progress being made with a view to determining what steps they may reasonably take to assist Canada to set the Lands apart as Reserve.
- 4.26 If for any reason Canada does not accept the transfer of administration and control of the Lands or any portion of the Lands from Ontario, Matachewan will so advise Ontario and the Parties will meet over a period of up to six (6) months, or longer as agreed to by the Parties, to discuss and attempt to resolve any issues of concern to Matachewan related to the conveyance to the Corporation of the title to the Lands in accordance with Article 5.
- 4.27 By agreement of the Parties, Ontario will direct the grant of the Lands to the Corporation in accordance with Article 5, at the expiry or the period described in section 4.26 or earlier if the parties agree.



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No Funding Priority

- 4.28 Nothing in this Settlement Agreement entitles Matachewan to receive priority for funding or other forms of assistance for the development, repair or maintenance of infrastructure or any capital expenditures for improvements with respect to any land set apart as Reserve or conveyed to the Corporation in fee simple in accordance with the provisions of this Settlement Agreement.

**ARTICLE 5  
LANDS –  
CONVEYANCE IN FEE SIMPLE TO CORPORATION**

Title to be Conveyed to Corporation

- 5.1 In the circumstances described in sections 4.25-4.27, Ontario will direct the grant of the Lands to the Corporation in fee simple in accordance with this Article 5, subject only to those reservations required by law. Any Lands conveyed to the Corporation in fee simple will be subject to laws that generally apply to fee simple lands, including any applicable taxes. All costs associated with the conveyance to the Corporation of title to the Lands will be paid by Matachewan.
- 5.2 The acreage of the bed of Separation Lake and the Parts 14 and 15 Lands will be included in the direction to grant the Lands, but will not be counted towards Matachewan's land quantum entitlement.

Permits, Licences, and Revision of Park Boundary

- 5.3 Before it transfers to the Corporation the title to the Lands or any part of the Lands, Ontario will:
- (a) Where necessary, revise the boundaries described in permits, licenses and other authorizations that authorize the harvest of natural resources on Crown Land so that those permits, licences and other authorizations no longer apply to any part of the Lands and the rights set out in those permits, licences and other authorizations are no longer exercisable on the Lands;
  - (b) Seek an amendment to the area designated as the West Montreal River Provincial Park (Waterway Class) in Ontario Regulation 316/07 under the *Provincial Parks and Conservation Reserves Act, 2006* to exclude the Park Lands;
  - (c) Terminate the Land Use Permits on Separation Lake; and
  - (d) Where necessary, stop up any roads and unopened road allowances within the Lands.



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Contamination of the Lands

- 5.4 If, prior to the date on which Ontario transfers the Lands to the Corporation, there are found to be Contaminants present in, on or under soil, sediment and/or groundwater in any portion of the Lands that cause or are likely to cause an adverse effect, the Parties will discuss the means by which the affected lands may be restored to prevent, eliminate or ameliorate the adverse effect, including which Party will pay any associated costs
- 5.5 Matachewan acknowledges that it is solely responsible for the cost of dealing with, and any liability associated with, Contaminants present in, on or under soil, sediment and/or groundwater in any portion of the two sites that are or were previously authorized by Land Use Permits located on Separation Lake, shown generally as Parts 9 and 10 on the Descriptive Map in Schedule 2.

Plans of Survey and Legal Descriptions

- 5.6 For the Lands that will be conveyed to the Corporation, Ontario will prepare instructions for the Plans of Survey of the Lands that are satisfactory to both Ontario and Matachewan.
- 5.7 Matachewan will, at its own cost, contract with a surveyor acceptable to Matachewan and Ontario for the preparation of the Plans of Survey in accordance with the survey instructions described in section 5.6. A copy of the Plans of Survey will be delivered to Matachewan and Ontario.
- 5.8 Ontario agrees to seek the necessary approvals for up to \$225,000 to cover the cost of the survey of the Parts 13, 14 and 15 Lands.
- 5.9 When the Plans of Survey are satisfactory to Matachewan and Ontario, Ontario will issue approval for them to be deposited in the appropriate provincial Land Registry Office.
- 5.10 After the Plans of Survey have been deposited in accordance with section 5.9, Ontario will prepare legal descriptions of the Settlement Lands that are satisfactory to Matachewan and Ontario.

Water's Edge Boundary

- 5.11 Where the Parts 14 and 15 Lands border Matachewan Lake, the water boundary of the Parts 14 and 15 Lands shall be the water's edge of Matachewan Lake as affected by the operation of the Dam, when the Dam is operated, and otherwise at the water's edge as it occurs naturally.
- 5.12 Matachewan and Ontario acknowledge and agree that in the event that the Dam is



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replaced by a new dam, either at the present location or a new location, the water's edge limit of Matachewan Lake will remain ambulatory and may continue to be regulated from time to time up to 308.11 m CGVD28 by damming.

- 5.13 It is understood and agreed that from time to time as a result of weather conditions or other factors beyond Ontario and the Dam Operator's control, occasional and temporary flooding may occur so as to raise the water level beyond 308.11 m CGVD28 and, in these circumstances, Ontario shall not be liable in respect of the consequential flooding of any lands within the Lands or have any obligations to Matachewan in respect of such flooding.
- 5.14 For the purposes of section 5.13, Matachewan acknowledges that "occasional and temporary flooding" means a period of no longer than twelve (12) weeks cumulatively over the course of a calendar year; but in extraordinary circumstances, as a result of extreme natural weather conditions or other factors beyond Ontario and the Dam Operator's control, "occasional or temporary flooding" may mean a period longer than twelve (12) weeks cumulatively over the course of the year, but in no case will the flooding be permanent.
- 5.15 Ontario's transfer of the Parts 14 and 15 Lands shall be subject to a reservation in favour of Ontario of the right to raise, lower or hold the water levels adjacent to and over the Parts 14 and 15 Lands, without compensation, to a maximum elevation of 308.11 m CGVD28. The right to raise, lower or hold the water levels adjacent to and over the Parts 14 and 15 Lands hereby reserved may be assigned to third parties at the sole discretion of Ontario.
- 5.16 In addition to any other statutory or regulatory notice requirements, Matachewan will notify Ontario forty-five (45) days prior to undertaking any activities on the Parts 14 and 15 Lands that could adversely impact the waters, beds or shoreline of the Matachewan Lake. Notices pursuant to this provision will be sent to the District Manager, Kirkland Lake District Office of the Ontario Ministry of Natural Resources and Forestry (MNRF).

Conveyance of Title to the Lands

- 5.17 After the Plans of Survey and Legal Descriptions have been completed, Ontario will direct the grant of the Lands to the Corporation in fee simple.
- 5.18 Ontario will deliver to Matachewan a duplicate registered copy of the instrument conveying the Lands to the Corporation, and a copy of the parcel register.
- 5.19 For greater certainty, the conveyance to the Corporation of the title to the Lands:
- (a) will include:



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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- (i) all Surface and Mining rights, including, without limitation, all timber and Minerals;
  - (ii) any improvements situated on the Lands;
  - (iii) the beds and shores of any river or lake, wholly enclosed within the Lands;
  - (iv) the bed of Separation Lake;
  - (v) the islands on Separation Lake;
  - (vi) the beds and shores of the portion of any stream, creek or pond within the Lands;
  - (vii) any other interest of Ontario in the Lands;
- (b) will be subject to the reservation described in section 5.15; and
- (c) will be subject to only those other reservations required by law.

**ARTICLE 6**  
**PATENTED LANDS ON SEPARATION LAKE**

- 6.1 Ontario will cooperate but will not be obliged to incur any costs whatsoever associated with the processes employed by Canada to set the Patented Lands on Separation Lake apart as Reserve.
- 6.2 Matachewan acknowledges that it will work with Canada if it wants to add the Patented Lands on Separation Lake to its Reserve, and that Ontario bears no responsibility regarding the addition of the Patented Lands to the Reserve.
- 6.3 Matachewan acknowledges that it is solely responsible for the cost of dealing with, and any liability associated with, Contaminants discovered on, in, or under the Patented Lands on Separation Lake.
- 6.4 At Matachewan's request, Ontario will take the necessary steps to release reservations on title (where possible) at no cost to Canada or the First Nation.
- 6.5 At the request of Matachewan and upon receipt of Canada's Notice of Readiness, Ontario will transfer the Mining rights associated with the Patented Lands to Canada at no cost to Canada or Matachewan.

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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**ARTICLE 7  
NAVIGABLE WATERS**

- 7.1 This Settlement Agreement does not affect the public right of navigation on navigable waters within the Lands.

**ARTICLE 8  
RELEASES**

Release

- 8.1 In consideration of the execution of this Settlement Agreement and the mutual promises it contains, Matachewan does hereby forever release, relieve, remise and discharge Ontario from all manner of actions, causes of actions, suits, claims and demands of any kind or nature whatsoever that Matachewan and /or the members of Matachewan and each of its and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, may now have or may in the future have against Ontario for or by reason of any act, deed or thing done or omitted to be done by Ontario arising directly or indirectly from, or in any way connected with this Settlement Agreement, except that this release does not relieve Ontario of any of its obligations under this Settlement Agreement.
- 8.2 Ontario shall be entitled to rely on the releases set out in sections 8.1, 8.3 and 10.2 on and after the date on which Ontario transfers administration and control of the Lands to Canada in accordance with Article 4, or on and after the date Ontario transfers ownership of the Lands to the Corporation in accordance with Article 5.
- 8.3 Matachewan hereby releases, relieves, remises and discharges Ontario from all manner of actions, causes of action, suits and demands of any kind relating to any buildings, fixtures or improvements on the Lands, including, without limiting the generality of the foregoing, any liability relating to the title to, condition of or environmental contamination of any of the said buildings, fixtures and improvements.
- 8.4 If applicable, Matachewan agrees to abandon, dismiss or discontinue any and all Proceedings with respect to the Claim within ninety (90) days of the Effective Date.

Environmental Release

- 8.5 From and following the date of Canada's acceptance of the transfer by Ontario of administration and control of the Lands, or from and following the date of the transfer of ownership of the Lands to the Corporation, Matachewan forever releases and discharges Ontario from and against any and all obligation, liability, duty, loss, damage, relief, remedy, action, cause of action, application, suit, claim, demand or proceeding of any kind or nature whatsoever, whether in law, equity or otherwise



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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that Matachewan may ever have had, may now have or may in the future have against Ontario relating directly or indirectly to the presence of any environmental contamination on, in or under the Lands prior to the date of Canada's acceptance of administration and control of the Lands, or prior to the date of the transfer of ownership of the Lands to the Corporation.

**ARTICLE 9  
INDEMNITY**Indemnity

- 9.1 Subject to this Article 9, Matachewan agrees to indemnify and forever save harmless Ontario from any Proceeding brought by any Person against Ontario with respect to any matters included in the Releases in Article 8.

Notices

- 9.2 Ontario will notify Matachewan by registered mail in accordance with Article 19 of any Proceeding referred to in section 9.1 or section 10.2, but Matachewan will not be entitled to avoid liability for indemnification by reason of Ontario's failure to give timely notice unless such failure has compromised Matachewan's ability to fully exercise its rights under sections 9.3 and 9.4.
- 9.3 If, after Ontario provides notice to Matachewan pursuant to section 9.2, no notice is received by Ontario within thirty (30) days that Matachewan wishes to participate in the resolution of the Proceeding, Ontario may proceed to settle or defend the Proceeding without the participation of Matachewan or with or without joining Matachewan as a party to the Proceeding.
- 9.4 If Matachewan wishes to participate in the resolution of any other Proceeding that does not have rules that permit Ontario to add third parties and the Proceeding may give rise to a right of indemnification under Article 9, Matachewan shall, at its own expense and to the extent permitted by law, take all necessary steps to be added as a party to the Proceeding.

Other matters

- 9.5 Matachewan may, at its own expense, make such investigation, negotiation and settlement of any Proceeding as it deems expedient.
- 9.6 Any demand by Ontario for indemnification will be made in writing in accordance with Article 19.
- 9.7 Nothing in Article 9 prevents Ontario from immediately adding or seeking to add Matachewan as a party to the Proceeding.



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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- 9.8 Nothing in Article 9, or any decision by Matachewan to participate or to not participate in a Proceeding, shall in any way:
- (a) mean that Matachewan is entitled to represent Ontario; or
  - (b) affect the rights or abilities of Ontario to defend or settle any such Proceeding.
- 9.9 Ontario will not refuse to defend any Proceeding based solely on the existence of Article 9 and will use all reasonable efforts to defend itself.

**ARTICLE 10**  
**ACKNOWLEDGMENT, RELEASE AND INDEMNITY RELATED TO**  
**REGULATED AMBULATORY WATER'S EDGE BOUNDARY**

- 10.1 The Parties acknowledge that the water's edge of the Parts 14 and 15 Lands will continually move as a result of fluctuating water levels, including as a result of the operation of the Dam and, accordingly, Matachewan:
- (a) acknowledges the risk of loss of or damage to the Parts 14 and 15 Lands due to fluctuating water levels;
  - (b) acknowledges the risks associated with the movement of the boundaries of the Parts 14 and 15 Lands which include, without limitation, the potential for structures built on or near the boundaries to be damaged, destroyed or located on Crown lands from time to time; and
  - (c) will, in the manner Matachewan considers appropriate, advise its Members, or persons authorized by them to use the Parts 14 and 15 Lands, of the risks associated with the movement of the boundaries of the Parts 14 and 15 Lands in relation to their uses of the Parts 14 and 15 Lands.
- 10.2 In consideration of the execution of this Settlement Agreement and the mutual promises it contains, Matachewan does hereby forever release and discharge Ontario from any Proceeding that Matachewan, its Members, and any Person authorized by Matachewan to use the Parts 14 and 15 Lands may have had, may now have or may in the future have against Ontario for or by reason of any loss whatsoever resulting from fluctuating water levels along the water's edge of the Parts 14 and 15 Lands by virtue of the operation of the Dam, including loss of, loss of use of, or damage to the Parts 14 and 15 Lands, damage to or destruction of structures built on or near the Parts 14 and 15 Lands lying below contour 308.11 metres CGVD28 or loss of those structures.
- 10.3 Matachewan agrees to indemnify Ontario against any duty, obligation, loss or damage resulting directly or indirectly from any action, cause of action, claim, or



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

demand brought by any Member of Matachewan or any person authorized by Matachewan to use the Parts 14 and 15 Lands with respect to the matters set out in section 10.2, provided such duty, obligation, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement consented to by Matachewan, such consent not to be unreasonably withheld, and notice has been given to Matachewan in accordance with section 9.2.

- 10.4 For greater certainty, the provisions of this Settlement Agreement will not affect any rights, or claim to damages, of Matachewan in relation to the Matachewan Reserve.

### **ARTICLE 11 RATIFICATION BY MATACHEWAN**

#### Ratification Vote

11.1 Matachewan:

- (a) agrees to and approves the terms and conditions of the Settlement Agreement;
- and
- (b) authorizes and directs at least a quorum of the Council to execute the Settlement Agreement if, at the Ratification Vote, a majority (over 50%) of the Voters vote and a majority (over 50%) of the votes cast by the Voters are in favour of the Settlement Agreement.

- 11.2 If, at the Ratification Vote held pursuant to section 11.1, a majority (over 50%) of the Voters do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement, a second Ratification Vote may be called by Matachewan.

11.3 Where a second Ratification Vote is held pursuant to section 11.2, Matachewan:

- (a) agrees to and approves the terms and conditions of the Settlement Agreement;
- and
- (b) authorizes and directs at least a quorum of the Council to execute the Settlement Agreement

if, at the second Ratification Vote, a majority (over 50%) of the votes cast by the Voters are in favour of the Settlement Agreement.

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

- 11.4 For greater certainty, if the required agreement and approval are not obtained from Matachewan, this Settlement Agreement will be void and of no force or effect.
- 11.5 All Ratification Votes with respect to this Settlement Agreement will be conducted in accordance with the Voting Guidelines attached as Schedule 5.

**ARTICLE 12**  
**CONDITIONS TO BE MET PRIOR TO EXECUTION BY ONTARIO**

- 12.1 Ontario will execute this Settlement Agreement after:
- (a) Matachewan has ratified and approved the terms of this Settlement Agreement in accordance with Article 11;
  - (b) Matachewan has executed the Settlement Agreement in accordance with section 13.1;
  - (c) Matachewan has delivered to Ontario, and Ontario has received, an executed Band Council Resolution – Ratification of Agreement substantially in the form attached as Schedule 6 approving and assenting to the terms and conditions of the Settlement Agreement;
  - (d) the Ontario Ministers have been authorized to execute this Settlement Agreement on behalf of Ontario; and
  - (e) Matachewan has delivered to Ontario, and Ontario has received, the Solicitor's Certificate, executed by Matachewan's legal counsel, dated on or after the date of execution of this Settlement Agreement by Matachewan and substantially in the form attached as Schedule 4.

**ARTICLE 13**  
**EXECUTION AND EFFECTIVE DATE**

- 13.1 This Settlement Agreement is fully executed and comes into effect and binds the Parties once signed by:
- (a) Council on behalf of Matachewan following ratification of this Settlement Agreement in accordance with Article 11; and
  - (b) the Ontario Ministers on behalf of Ontario.
- 13.2 The Party that signs this Settlement Agreement last shall notify the other Party within five days of the Agreement being signed.



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**ARTICLE 14  
REPRESENTATIONS AND WARRANTIES**

14.1 Matachewan represents and warrants that:

- (a) it intends to use Ontario's Compensation for the benefit of Matachewan and its Members and will take such actions as it deems necessary or advisable to give effect to that intent;
- (b) it has held an Information Meeting for its Members for the purposes of explaining the terms and conditions of this Settlement Agreement;
- (c) it has retained independent legal counsel who is qualified to practice law in the Province of Ontario to advise it with respect to the legal nature and effect of this Settlement Agreement;
- (d) its legal counsel has fully explained to the Council and to Members present at the Information Meeting the legal nature and effect of this Settlement Agreement, as well as its implementation including, without limitation, the deposit of Ontario's Compensation in accordance with Article 2, as confirmed by the Certificate of Solicitor substantially in the form attached to this Settlement Agreement as Schedule 4; and
- (e) an interpreter fluent in Matachewan's language was present and available to those Members in need of an interpreter at all times during the Information Meeting and at the Ratification Vote.

14.2 The representations and warranties in Article 14 will survive the execution of this Settlement Agreement and will continue in full force and effect for the benefit of Ontario.

**ARTICLE 15  
IMPLEMENTATION COMMITTEE**

Composition of Committee

15.1 The Parties will establish a Committee to oversee the implementation of this Settlement Agreement and ensure that it is implemented in a timely manner in accordance with an agreed workplan to be developed by the Committee.

15.2 The Committee will be composed of the following representatives of the Parties:

- (a) for Matachewan, one representative to be named by the Council;

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

- (b) for Ontario, one representative to be named by the Assistant Deputy Minister, Negotiation and Reconciliation Division of the Ministry of Indigenous Affairs; and
- (c) Matachewan will invite Canada to name one representative.

**Meetings of the Committee**

- 15.3 Meetings of the Committee will be by teleconference unless the Parties agree that the issues to be discussed require that the representatives meet in person.
- 15.4 The Committee will meet as frequently as the representatives agree is necessary.
- 15.5 The Parties' representatives on the Committee may delegate alternate representatives to attend meetings in the absence of the named representatives.

**Dispute Resolution**

- 15.6 In the event of a disagreement among the Parties arising out of the implementation of the Settlement Agreement, the Parties will:
  - (a) refer the matter to the Committee for resolution; and
  - (b) if the Committee is unable to resolve the disagreement, explore for a reasonable period of time, resolution through negotiation or other dispute resolution mechanisms, including mediation, before resorting to litigation.

**Expenses**

- 15.7 Each Party will pay its own expenses in connection with the work of the Committee.

**Duration**

- 15.8 The Committee will function until this Settlement Agreement has been fully implemented.

**ARTICLE 16  
FURTHER ASSURANCES**

**Implementation**

- 16.1 The Parties will, in good faith and without undue delay, do such things, execute



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

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such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

**Future Funding**

- 16.2 The provincial government programs and services that are now available or may become available to Indigenous communities will continue to be available, or will be available, to Matachewan in accordance with the criteria established by the provincial government from time to time for the application of program funding or the provision of services.

**ARTICLE 17  
DISPUTE RESOLUTION**

- 17.1 If there should be a dispute among the Parties arising out of this Agreement, other than a dispute arising out of implementation of this Agreement, within the first thirty (30) days after the dispute arises the Parties will, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. After thirty (30) days, any Party may resort to litigation.

**ARTICLE 18  
AMENDMENTS**

- 18.1 Subject to Article 18.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.
- 18.2 The Parties, by written agreement between Matachewan as represented by the Council and by the Assistant Deputy Minister, Negotiations and Reconciliation Division, Ministry of Indigenous Affairs or his or her successor on behalf of Ontario, may agree to amend this Settlement Agreement for any of the following purposes:
- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Agreement and any provision of any applicable law or regulation;
  - (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

- (c) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

**ARTICLE 19**  
**NOTICE AND OTHER WRITTEN COMMUNICATIONS**

- 19.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:

to Matachewan:

P.O. Box 160  
Matachewan, Ontario  
P0K 1M0

to Ontario:

Assistant Deputy Minister  
Negotiations and Reconciliation Division  
Ministry of Indigenous Affairs  
Suite 920, 160 Bloor Street East,  
Toronto, ON M7A 2E6  
FAX: (416) 314-1165

or at such other address as may be provided in writing by the either Party.

- 19.2 Any notice set out in Article 19.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.
- 19.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.
- 19.4 Each Party is responsible for keeping its own contact information current and up to date.



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**ARTICLE 20  
GENERAL PROVISIONS**Binding on the Parties

- 20.1 This Settlement Agreement is for the benefit of and is binding upon Ontario, and any of their ministers, officials, servants, employees, agents, successors and assigns, and upon Matachewan and any of its heirs, descendants, legal representatives, successors and assigns.

Reconciliation

- 20.2 Ontario enters into this Settlement Agreement fully acknowledging the obligation of the Province of Ontario to fulfill its obligations under Treaty 9, the harm experienced by Matachewan as a result of the Crown's failure to provide sufficient land for a reserve, and with a desire to achieve reconciliation with Matachewan.

Assignment

- 20.3 The rights and obligations of a Party to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party, such consent not to be unreasonably withheld. In the case of Matachewan, such consent will be evidenced in the form of a Band Council Resolution.

Waiver

- 20.4 No waiver of any provision of this Settlement Agreement will have any legal effect unless such waiver is expressed in writing and has been duly executed by the Party making the waiver in the same manner as this Settlement Agreement was executed by that Party.

Applicable Law

- 20.5 This Settlement Agreement will be governed by the applicable laws of Ontario and Canada.

Settlement Privilege

- 20.6 For purposes of transparency and financial accountability, elements of this Settlement Agreement may be recorded in Ontario's publicly available databases or publicly available websites. Any such recording does not compromise or

# MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT

Dated for reference August 25, 2022

constitute any waiver of settlement privilege that attaches to the settlement of this Claim, including this Settlement Agreement.

## Settlement Agreement Supersedes Other Agreements

20.7 This Settlement Agreement supercedes and revokes all previous agreements between the Parties entered into during the course of the negotiation of the Claim, except the Negotiation Protocol between Matachewan, Canada and Ontario dated for reference January 25, 2013, whether oral or in writing between the Parties with respect to the Claim.

IN WITNESS WHEREOF the Council of Matachewan First Nation on behalf of Matachewan First Nation, has executed this Settlement Agreement, the Minister of Indigenous Affairs and the Minister of Natural Resources and Forestry (MNRF), on behalf of Her Majesty the Queen in right of Ontario, have executed this Settlement Agreement on the dates indicated.

SIGNED on behalf of  
MATACHEWAN FIRST NATION,  
by the Council of the  
First Nation in the presence of:

Per: \_\_\_\_\_  
Chief

Signature: \_\_\_\_\_

Per: \_\_\_\_\_  
Councillor

Name of Witness: \_\_\_\_\_

Per: \_\_\_\_\_  
Councillor

Address: \_\_\_\_\_

Per: \_\_\_\_\_  
Councillor

Per: \_\_\_\_\_  
Councillor





**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

SIGNED on behalf of HER MAJESTY )  
 THE QUEEN IN RIGHT OF ONTARIO, as )  
 represented by the Minister of Indigenous )  
 Affairs in the presence of: )

Signature: \_\_\_\_\_ )

Name of Witness: \_\_\_\_\_ )

Address: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Date: \_\_\_\_\_ )

\_\_\_\_\_  
 Minister of Indigenous Affairs





AB BM

# MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT

Dated for reference August 25, 2022

## SCHEDULE 1 BALLOT QUESTION

### SETTLEMENT AGREEMENT

As a Voter of the Matachewan First Nation, do you:

- (a) **agree to** all of the terms and conditions of the Matachewan Treaty Land Entitlement Settlement Agreement initialed by the negotiators for Matachewan and Ontario on August 25, 2022, and dated for reference the 25<sup>th</sup> day of August, 2022, which settles and releases the Matachewan Treaty Land Entitlement Claim;
- and
- (b) **authorize and direct** present and future Chiefs and Councils of the Matachewan First Nation to act on behalf of the Matachewan First Nation and its members, to sign all documents and do everything necessary to give effect to the Matachewan Treaty Land Entitlement Settlement Agreement?

YES

☐

NO

☐

Mark this Ballot by placing a cross "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.



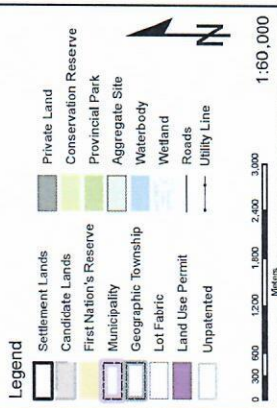
**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**SCHEDULE 2  
DESCRIPTIVE MAP OF THE LANDS**

# Matachewan Settlement Lands Descriptive Map

SHEET 1 OF 3



**NOTES:**

**CAUTION: THIS IS NOT A PLAN OF SURVEY**

1. This is a sketch of the Proposed Settlement Lands identified. It is intended to illustrate the complex inter-relationships between the various land ownership interests and the various public lands and is necessary to prevent duplicate or overlapping tenure commitments on the same lands.

2. This sketch has been prepared from the best available information but without benefit of survey or full title search. The absolute and relative positional accuracy of the sketch herein has not been determined. Do not use this Plan as evidence of the location of legal boundaries, township lot fabric, features, or routes. Do not rely on this to determine the extent of parcel areas, the existence of navigable bodies of water nor as a guide for navigation.

3. This sketch was created during heavy land entitlement and is not a plan of survey. The Proposed Settlement Lands have been identified and selected in collaboration with Ontario. It is for discussion purposes only. This sketch is illustrative only and is provided as a general visual aid. It identifies some of the features and interests located in the area, but should not be considered complete or exhaustive. The Government of Ontario accepts no responsibility for the accuracy of the information contained in this document.

4. Survey Instructions from the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries on the ground.

5. A coordinate prefixed by 'P' denotes a production point on a boundary segment that is to be produced to an intersection.

6. A coordinate prefixed by 'T' denotes a turning point or vertex on a boundary segment.

7. Projection NAD 83 (CSRS) UTM Zone 17

8. SRO - Denotes Surface Rights Only

9. INT - Intersection

10. LO - Denotes Licence of Occupation

11. NA - Denotes Land Use Not Count Towards the Quantum

12. NA - Denotes Land Use Not Count Towards the Quantum

13. OLL - Ontario Living Legacy

14. OSG - Denotes the Office of the Surveyor General

15. PIN - Denotes Parcel Identification Number

16. LT - Denotes Land Titles

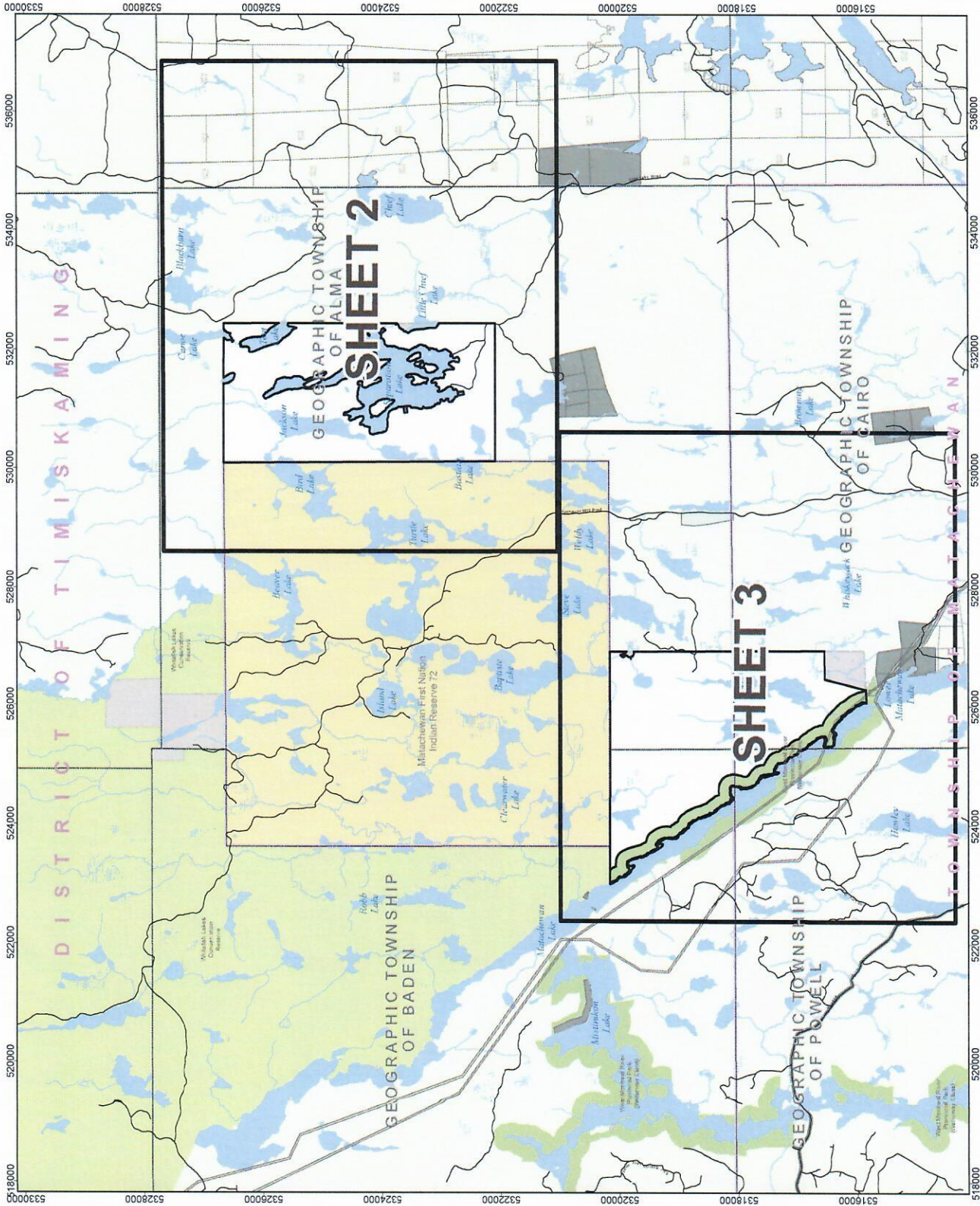
17. WE - Denotes Water's Edge

**DATA SOURCE:** Ontario Warehouse (April 2021), other information of record with the Ministry of Northern Development, Mines, Natural Resources and Forestry, and Land Registry Offices.

**PRODUCED BY:** The Office of the Surveyor General

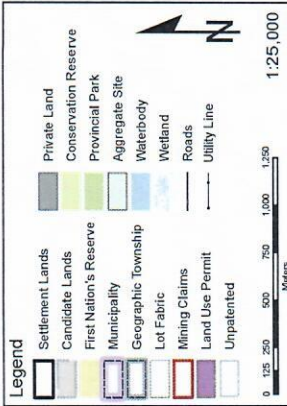
**Ontario** Ministry of Northern Development, Mines, Natural Resources and Forestry  
© Queen's Printer for Ontario and its territories, 2021  
MAY NOT BE REPRODUCED WITHOUT PERMISSION

August 23, 2022





SHEET 2 OF 3



**NOTES: THIS IS NOT A PLAN OF SURVEY**

1. This is a sketch of the Proposed Settlement Lands identified. It is intended to illustrate the complex inter-relationships between the lands and other previous dispositions and alienations of the lands. It is not intended to duplicate or overlap previous tenure commitments on the same lands.

2. This sketch has been prepared from the best available information but without benefit of survey or full title search. The absolute and relative positional accuracy of the sketch hereon has not been verified. Discrepancies between different data sources are not intended to justify the omission of features. Features are not intended to determine the extent of parcel routes. Do not rely on this to determine the extent of parcel areas, the existence of navigable bodies of water nor as a guide for navigation.

3. This sketch was created under treaty land entitlement negotiations between Michiechewan First Nation and Ontario, in collaboration with Ontario. It is for discussion purposes only. This sketch is illustrative only and is provided as a general visual aid. It identifies some of the features and interests located in the area, but should not be considered complete or exhaustive. The Government of Ontario accepts no responsibility or liability for errors or omissions.

4. Survey instructions from the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries shown on the ground.


5. A coordinate prefixed by 'P' denotes a production point on a boundary segment that is to be produced in an intersection.
6. A coordinate prefixed by 'V' denotes a turning point or vertex on a boundary segment.
7. Projection NAD 83 (CSRS) UTM Zone 17
8. SRO - Denotes Surface Rights Only
9. INT - Intersection
10. LUP - Denotes Land Use
11. LUP - Denotes Land Use Permit
12. NA - Area of This Part Will Not Count Towards the Quantum
13. OLI - Ontario Living Legacy
14. OSO - Denotes the Office of the Surveyor General
15. LUP - Denotes Land Use
16. LT - Denotes Land Titles
17. WE - Denotes Water's Edge

**DATA SOURCE:** Land Information Ontario Warehouse (April 2021), other information of record with the Ministry of Northern Development, Mines, Natural Resources and Forestry, and Land Registry Offices.

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Ministry of Northern Development,  
Mines, Natural Resources and Forestry

August 23, 2022

**Ontario** 

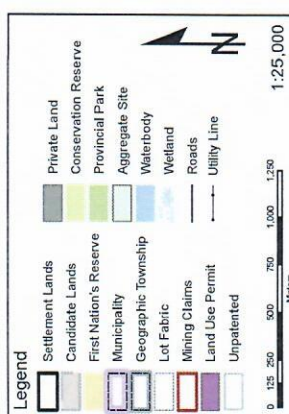
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# Matatchewan Settlement Lands Descriptive Map

SHEET 3 OF 3



**NOTES:** THIS IS NOT A PLAN OF SURVEY

1. This is a sketch of the Proposed Settlement Lands identified. It is not a plan of survey and should not be used for legal purposes. The boundaries shown are for information only and are subject to change. The boundaries shown are for information only and are subject to change.

2. This sketch has been prepared from the best available information but without benefit of survey or full title search. The absolute and relative positional accuracy of the sketch herein is not guaranteed. The sketch is for information only and is not a plan of survey. The boundaries shown are for information only and are subject to change.

3. The sketch is for information only and is not a plan of survey. The boundaries shown are for information only and are subject to change. The sketch is for information only and is not a plan of survey. The boundaries shown are for information only and are subject to change.

4. Survey instructions from the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries on the ground.

5. A coordinate prefixed by 'P' denotes a production point on a boundary segment.

6. A coordinate prefixed by 'T' denotes a turning point on a boundary segment.

7. Projection NAD 83 (CSRS) UTM Zone 17

8. SRO - Denotes Surface Rights Only

9. INT - Intersection

10. LUP - Licence of Occupation

11. LUP - Licence of Occupation

12. NA - Area of This Part Will Not Count Towards the Quantum

13. OLL - Ontario Living Legacy

14. OSG - Denotes the Office of the Surveyor General

15. PIN - Denotes Parcel Identification Number

16. LT - Denotes Land Titles

17. WE - Denotes Water's Edge

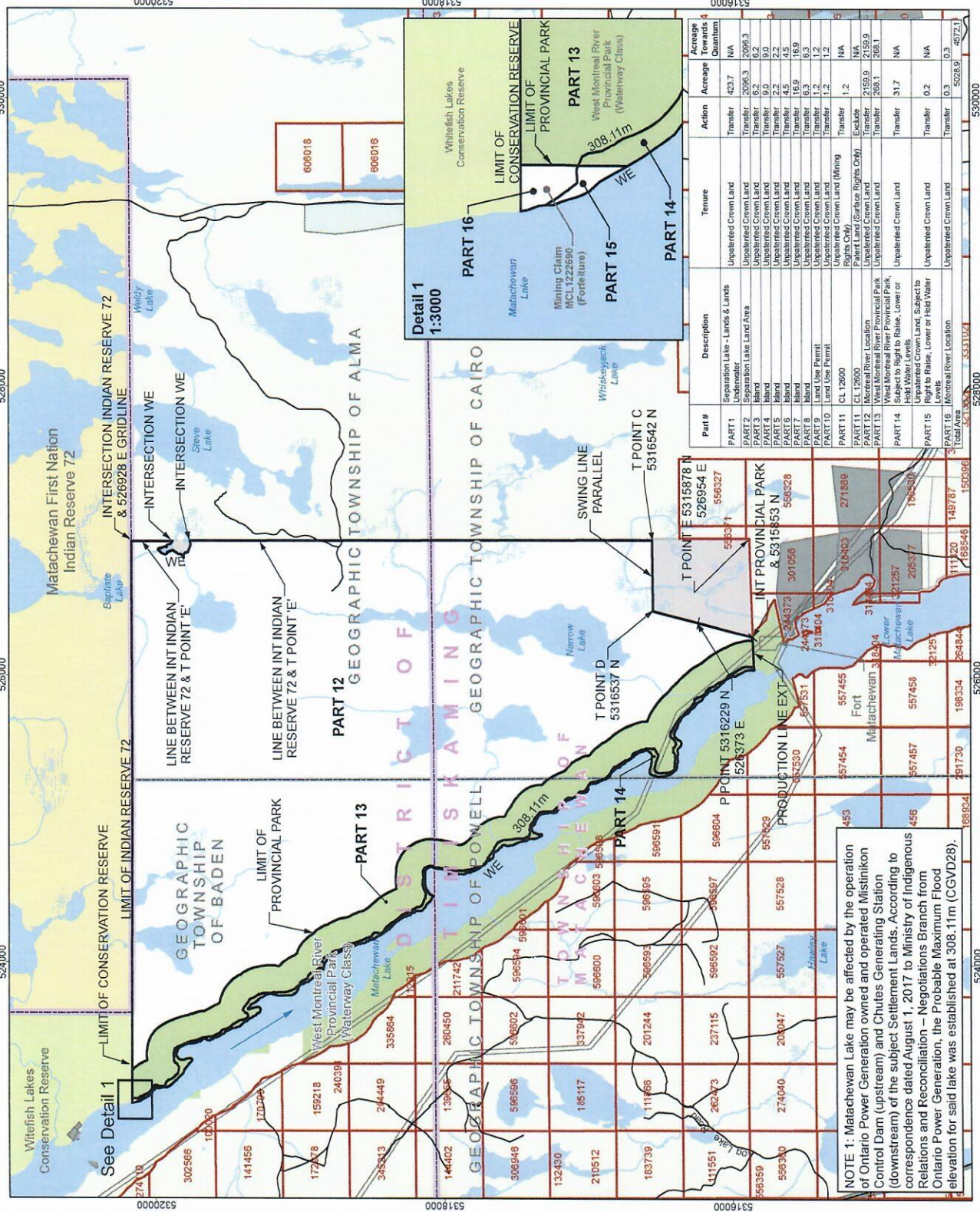
**DATA SOURCE:** Ontario Warehouse (April 2021), other information of record with the Ministry of Northern Development, Mines, Natural Resources and Forestry, and Land Registry Offices.

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**August 23, 2022**

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Part #	Description	Tenure	Action	Area	Quantum
PART 1	Separation Lake - Lands & Lands	Unpatented Crown Land	Transfer	423.7	2096.3
PART 2	Separation Lake Land Area	Unpatented Crown Land	Transfer	2096.3	2096.3
PART 3	Island	Unpatented Crown Land	Transfer	9.6	9.6
PART 4	Island	Unpatented Crown Land	Transfer	2.2	2.2
PART 5	Island	Unpatented Crown Land	Transfer	4.5	4.5
PART 6	Island	Unpatented Crown Land	Transfer	16.9	16.9
PART 7	Island	Unpatented Crown Land	Transfer	16.9	16.9
PART 8	Island	Unpatented Crown Land	Transfer	6.3	6.3
PART 9	Island	Unpatented Crown Land	Transfer	1.2	1.2
PART 10	Island	Unpatented Crown Land	Transfer	1.2	1.2
PART 11	CL 12600	Unpatented Crown Land (Mining Rights Only)	Transfer	1.2	1.2
PART 12	Montreal River Location	Unpatented Crown Land	Transfer	2169.9	2169.9
PART 13	Montreal River Provincial Park	Unpatented Crown Land	Transfer	268.1	268.1
PART 14	Subject to Right to Release, Lower of Head Water Levels	Unpatented Crown Land	Transfer	31.7	31.7
PART 15	Unpatented Crown Land Subject to Release, Lower of Head Water Levels	Unpatented Crown Land	Transfer	0.2	0.2
PART 16	Montreal River Location	Unpatented Crown Land	Transfer	0.3	0.3
Total Area				5028.9	4572.1

**NOTE 1:** Matatchewan Lake may be affected by the operation of Ontario Power Generation owned and operated Mistinikon Control Dam (upstream) and Chutes Generating Station (downstream) of the subject Settlement Lands. According to correspondence dated August 1, 2017 to Ministry of Indigenous Relations and Reconciliation - Negotiations Branch from Ontario Power Generation, the Probable Maximum Flood elevation for said lake was established at 308.11m (CGVD28).



## MATACHEWAN SETTLEMENT LANDS DESCRIPTIVE MAP INFORMATION

The following pages contain enlargements of portions of the MATACHEWAN SETTLEMENT LANDS DESCRIPTIVE MAPS.

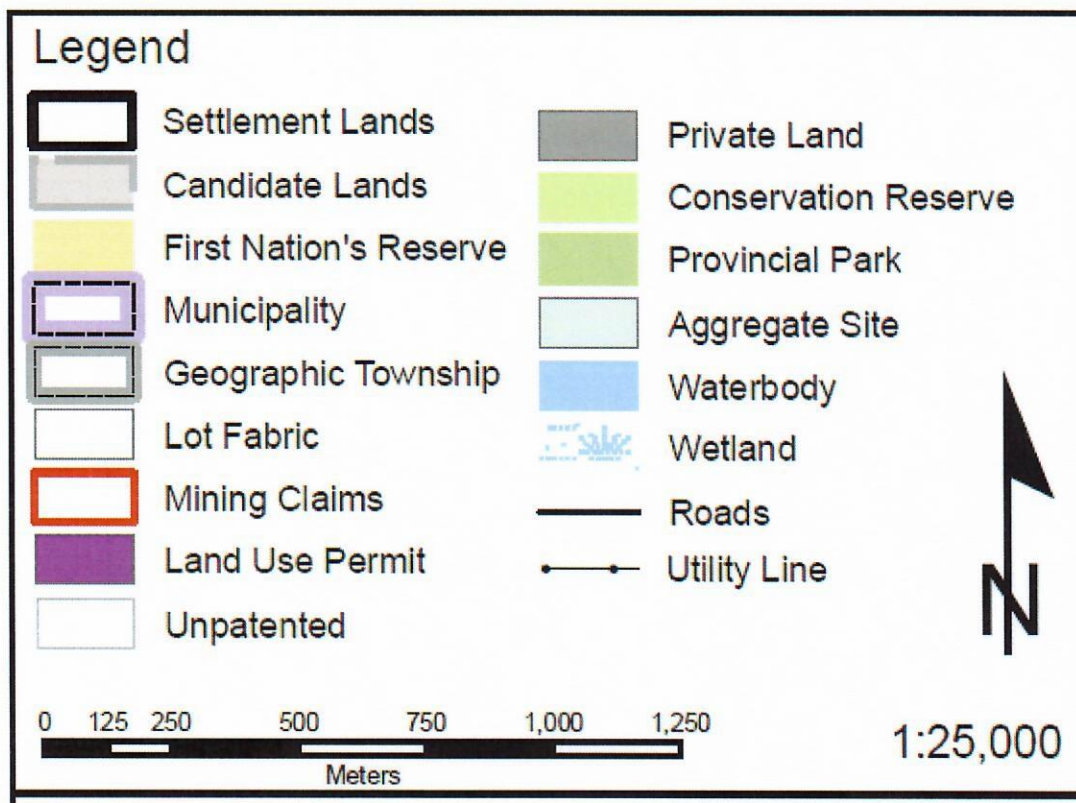
These enlargements are provided to aid in reading the information. This includes:

- Legend
- Notes
- Data Source
- Production Information
- Parts Table

## MATACHEWAN SETTLEMENT LANDS

## DESCRIPTIVE MAP

## LEGEND





# MATACHEWAN SETTLEMENT LANDS

## DESCRIPTIVE MAP NOTES

### CAUTION: THIS IS NOT A PLAN OF SURVEY

1. This is a sketch of the Proposed Settlement Lands identified. It is intended to illustrate the complex inter-relationships between the lands and the other previous dispositions and alienations of public lands and it is necessary to prevent duplicate or overlapping tenure commitments on the same lands.
2. This sketch has been prepared from the best available information but without benefit of survey or full title search. The absolute and relative positional accuracy of the sketch hereon has not been verified. Discrepancies between different data sources are known to exist. Do not use this Plan as evidence of the location of legal boundaries, township lot fabric, features, or routes. Do not rely on this to determine the extent of parcel areas, the existence of navigable bodies of water nor as a guide for navigation.
3. This sketch was created during treaty land entitlement negotiations between Matachewan First Nation and Ontario. The proposed Settlement Lands have been identified and selected in collaboration with Ontario. It is for discussion purposes only. This sketch is illustrative only and is provided as a general visual aid. It identifies some of the features and interests located in the area, but should not be considered complete or exhaustive. The Government of Ontario accepts no responsibility or liability for any errors, inaccuracies, and for omissions in this data.
4. Survey instructions from the Office of the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries on the ground.
5. A coordinate prefixed by "P" denotes a production point on a boundary segment that is to be produced to an intersection.
6. A coordinate prefixed by "T" denotes a turning point or vertex on a boundary segment.
7. Projection NAD 83 (CSRS) UTM Zone 17
8. SRO – Denotes Surface Rights Only
9. INT – Intersection
10. LO – Denotes Licence of Occupation
11. LUP – Denotes Land Use Permit
12. N/A – Areas of This Part Will Not Count Towards the Quantum
13. OLL – Ontario Living Legacy
14. OSG – Denotes the Office of the Surveyor General
15. PIN – Denotes Parcel Identification Number
16. LT – Denotes Land Titles
17. WE – Denotes Water's Edge

MATACHEWAN SETTLEMENT LANDS  
DESCRIPTIVE MAP  
PRODUCTION INFORMATION

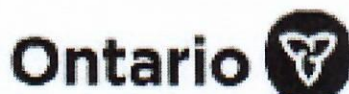
**DATA SOURCE:**

Land Information Ontario Warehouse (April 2021), other information of record with the Ministry of Northern Development, Mines, Natural Resources and Forestry, and Land Registry Offices.

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August 23, 2022



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# MATACHEWAN SETTLEMENT LANDS

## DESCRIPTIVE MAP

### PARTS TABLE

Part #	Description	Tenure	Action	Acreage	Acreage Towards Quantum
PART 1	Separation Lake - Lands & Lands Underwater	Unpatented Crown Land	Transfer	423.7	N/A
PART 2	Separation Lake Land Area	Unpatented Crown Land	Transfer	2096.3	2096.3
PART 3	Island	Unpatented Crown Land	Transfer	6.2	6.2
PART 4	Island	Unpatented Crown Land	Transfer	9.0	9.0
PART 5	Island	Unpatented Crown Land	Transfer	2.2	2.2
PART 6	Island	Unpatented Crown Land	Transfer	4.5	4.5
PART 7	Island	Unpatented Crown Land	Transfer	16.9	16.9
PART 8	Island	Unpatented Crown Land	Transfer	6.3	6.3
PART 9	Land Use Permit	Unpatented Crown Land	Transfer	1.2	1.2
PART 10	Land Use Permit	Unpatented Crown Land	Transfer	1.2	1.2
PART 11	CL 12600	Unpatented Crown Land (Mining Rights Only)	Transfer	1.2	N/A
PART 11	CL 12600	Patent Land (Surface Rights Only)	Exclude		N/A
PART 12	Montreal River Location	Unpatented Crown Land	Transfer	2159.9	2159.9
PART 13	West Montreal River Provincial Park	Unpatented Crown Land	Transfer	268.1	268.1
PART 14	West Montreal River Provincial Park, Subject to Right to Raise, Lower or Hold Water Levels	Unpatented Crown Land	Transfer	31.7	N/A
PART 15	Unpatented Crown Land, Subject to Right to Raise, Lower or Hold Water Levels	Unpatented Crown Land	Transfer	0.2	N/A
PART 16	Montreal River Location	Unpatented Crown Land	Transfer	0.3	0.3
Total Area				5028.9	4572.1

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**SCHEDULE 3  
FORM OF BAND COUNCIL RESOLUTION AND DIRECTION TO PAY**

Pursuant to the terms of the Settlement Agreement dated for reference the 25th day of August, 2022, Matachewan First Nation hereby directs Ontario to pay any and all amounts owing to the First Nation under the Settlement Agreement as follows:

Name of Financial Institution:

---

Address and Transit Number of Financial Institution:

---

Name of Account Holder:

---

Account Number:

---

**AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY****Matachewan First Nation, by its duly elected Chief and Council:**

---

Signature

---

Signature

---

Signature

**[NOTE: the number of signature lines should equal the number of chief and councillors, and each council member's name should be typed in under each signature line. Ideally, every councillor and the chief should sign; however, if this is not possible, at least a majority of the council should sign]**



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**SCHEDULE 4  
FORM OF SOLICITOR'S CERTIFICATE**

I, (name of FN legal counsel, of the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, Barrister & Solicitor, do hereby certify:

1. **THAT I** am a member in good standing of the Law Society of \_\_\_\_\_ and am qualified to practice law in the Province of \_\_\_\_\_;
2. **THAT I** was retained in my professional capacity to provide independent legal advice to the Matachewan First Nation with respect to the Matachewan Treaty Land Entitlement Claim (the "Claim"), including the terms of settlement of the Claim and the preparation, execution and implementation of the Matachewan Treaty Land Entitlement Claim Settlement Agreement (the "Settlement Agreement");
3. **THAT I** have advised the Council of Matachewan as to the legal nature and effect upon Matachewan and its members of the Settlement Agreement, including, without limitation, the management, disbursement, and use of Ontario's Compensation, and the deposit of Ontario's Compensation in accordance with Article 2 of the Settlement Agreement (the "Legal Issues");
4. **THAT I** was present at the following Information Meeting called for the purpose of explaining to the members of Matachewan the Settlement Agreement:  
  

Location of Meeting(s):	Date and Time:
_____	_____
_____	_____
5. **THAT I** made a presentation at the Information Meeting(s), to the members of Matachewan then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s) to the best of my professional ability.
6. **THAT I** was also available, as needed, to answer questions that Members had with respect to the Legal Issues, including any Members not in attendance at the Information Meeting.

DATED at \_\_\_\_\_, this \_\_ day of \_\_\_\_\_, 20 .

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

\_\_\_\_\_  
Witness to the signature of

\_\_\_\_\_  
Barrister & Solicitor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**SCHEDULE 5  
VOTING GUIDELINES****1.0 DEFINITIONS****1.1** In these Voting Guidelines:

- a. "Online Voting" means a procedure which allows Voters to cast their votes in the Ratification Vote by utilizing a secured internet website;
- c. "Ratification Officer" means a person who is designated by the Matachewan First Nation Council to oversee the conduct of the Ratification Vote;
- d. "Unassisted Online Voting" means a voting procedure for Voters to cast their vote in the Ratification Vote by Online Voting unassisted by the Ratification Officer;
- e. "Voters' Addresses List" means a list provided by Matachewan First Nation to the Ratification Officer at least 30 days before the Voting Day containing each Voter's name, in alphabetical order, and their last known address;
- f. "Voter Declaration Form" means a document substantially in the form of Appendix C setting out the Voter's name, membership or registration number, and declaration of voting freely and without compulsion; and
- g. "Voters List" means a list provided by Matachewan First Nation to the Ratification Officer at least 30 days before the Voting Day containing the names, in alphabetical order, of all Matachewan First Nation's Voters, and their respective "Indian" registration numbers or, for Voters who do not have "Indian" registration numbers, their respective dates of birth.

**1.2** Any words defined in the Treaty Land Entitlement Claim Settlement Agreement will have the same meaning in these Voting Guidelines, except as otherwise indicated.**1.3** Where there is a reference to several days between two events, in calculating that number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.**2.0 BAND COUNCIL RESOLUTION****2.1** By Band Council Resolution, the Matachewan First Nation Council will resolve to:

- 2.1.1** designate a Ratification Officer and order that the Ratification Vote be taken by secret ballot;

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**2.1.2** approve the Notice of Ratification Vote; and

**2.1.3** recommend the acceptance of the Settlement Agreement to the Members.

**3.0 DESIGNATION OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT**

**3.1** The Ratification Officer must be designated prior to posting the Notice of Ratification Vote.

**3.2** The Ratification Officer may appoint an assistant and may delegate any of their duties set out in these Voting Guidelines to the assistant except those duties set out in Article 12.0. Upon the appointment of an assistant, the Ratification Officer and assistant will execute an "Appointment of an Assistant" in the form attached as Appendix "A."

**4.0 INTEGRITY OF THE RATIFICATION VOTE**

**4.1** A Voter may vote only once and by only one of:

- a) Unassisted Online Voting; or
- b) In-person Voting.

The Ratification Officer in collaboration with the consultant managing the Online Voting will take all necessary measures to ensure that each Voter votes only once.

**5.0 NOTICE OF RATIFICATION VOTE**

**5.1** The Ratification Officer will post a Notice of Ratification Vote substantially in the form attached as Appendix "B" at least 30 days prior to the Voting Day.

**5.2** The Ratification Officer will post the Notice of Ratification Vote in visible places on Matachewan First Nation's reserve where it can be read by Voters, together with the Voters List.

**5.3** The Notice of Ratification Vote will contain the following information:

- (i) the dates, places, and times of the Information Meeting;
- (ii) the dates, places, and hours of the Ratification Vote and whether voting will take place over multiple days;
- (iii) the dates and time period of the Unassisted Online Voting;



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

- (iv) the Ballot Question;
- (v) a copy of the Settlement Agreement, and such other information as the Matachewan First Nation Council or its designate determines;
- (vii) the name of the Ratification Officer and his or her office address and telephone number; and
- (viii) the procedure for requesting revisions to the Voters List.

**5.4** The Ratification Officer will, at least 30 calendar days prior to the Voting Day:

**5.4.1** mail or deliver to each Voter on the Voters List for whom an address has been provided

- (i) a copy of the Notice of Ratification Vote with the information described in Article 5.3;
- (ii) a Voter Declaration Form;
- (iii) a letter of instruction regarding voting by Unassisted Online Voting and
- (iv) any other information concerning the Matachewan First Nation Treaty Land Entitlement Claim Settlement Agreement as determined by the Matachewan First Nation Council.

**5.5** The Ratification Officer will maintain a separate Voters List identifying to whom a voting package was mailed or otherwise delivered.

**5.6** If a Voter has voted by any combination of online and in person, only one vote will be counted. Each Voter is only permitted to cast one vote that will be counted in the Ratification Vote. Where the votes differ, a single vote will be recorded in the following order of preference:

- (1) In-person ballot; and
- (2) Online ballot.

**5.7** The Ratification Officer will, upon request, provide a complete copy of these Voting Guidelines to any Voter.

## **6.0 VOTERS LIST AND REVISIONS**

**6.1** The Ratification Officer will ensure that they have received the Voters List and

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

Voters' Addresses List from Matachewan First Nation at least 30 days prior to the Voting Day.

**6.2** A Member may apply to the Ratification Officer before the Voting Day to have the Voters List revised if such Member believes that:

**6.2.1** the name of a Voter has been omitted from the Voters List; or

**6.2.2** the name of a Voter is incorrectly set out or should not be included on the Voters List.

**6.3** A Member of Matachewan First Nation may, up to and including the Voting Day, apply to the Ratification Officer to have their name added to the Voters List if that Member provides:

**6.3.1** proof of eligibility to vote by completing the Declaration of Membership and Eligibility to Vote Form substantially in the form of Appendix D. This proof shall include documentation that verifies that the Voter's name is recorded on the Band List, and that the Voter is at least eighteen years old on the date of the Ratification Vote and not disqualified from voting at band elections.

**6.3.2** Upon receipt and confirmation of the information in the Declaration of Membership and Eligibility to Vote form, the Ratification Officer will revise the Voters List.

**6.4** Where the Ratification Officer is satisfied that a revision of the Voters List is necessary, they will make the revision accordingly.

## **7.0 INFORMATION MEETINGS**

**7.1** The Matachewan First Nation Council will set the date, place, and time for the Information Meeting(s).

**7.2** At least one Information Meeting will be held for the purpose of providing an opportunity for Matachewan First Nation's legal counsel to explain the Settlement Agreement to the Members, with a view to ensuring that all Voters have an opportunity to be informed prior to casting their votes on the Ballot Question.

**7.3** The Information Meeting will be held at least seven (7) days after posting the Notice of Ratification Vote and at least fourteen (14) days prior to the Voting Day.

**7.4** The Information Meeting(s) will be open to all Members and will be attended by a quorum of the Matachewan First Nation's Council, Matachewan First Nation's legal counsel(s).

**7.5** The Ratification Officer will attend the Information Meeting(s) to answer any questions on the voting procedure.



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**8.0 PRELIMINARY PROCEDURES**

**8.1** The Ratification Officer will:

- 8.1.1** designate the place of the voting station;
- 8.1.2** ensure that examples of the Ballot Question are posted or available for examination by Voters at the voting station; and
- 8.1.3** ensure that a commissioner for taking oaths or a notary public will be available as required.

**9.0 VOTING AT POLLING STATION PROCEDURES**

**9.1** The polls will be open from 9:00 a.m. until 8:00 p.m. on the Voting Day.

**9.2** All voting will be by secret ballot only.

**9.3** The Ratification Officer will explain the voting procedures upon request.

**9.4** If requested by a Voter who:

- (i) is not able to read;
- (ii) is incapacitated by blindness or other physical cause; or
- (iii) requires assistance for any other reason;

the Ratification Officer will assist that Voter by completing their ballot as directed by the Voter.

**9.5** In the circumstances described in Article 9.4, the Ratification Officer, after assisting the Voter, will make an entry on the Voters List opposite the name of the Voter indicating that the ballot was completed by the Ratification Officer at the request and on behalf of the Voter.

**9.6** At the time set for closing the poll, the Ratification Officer will declare the poll closed, deny entry into the voting station, and allow those Voters in the voting station at that time to vote.

**10.0 ONLINE VOTING**

**10.1** Online Voting shall open and close on the dates specified in the Notice of Ratification Vote.

**10.2** The Ratification Officer shall work with the consultant managing the Online Voting

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

to design the Online Voting credentials.

- 10.3** The Voter shall enter the information required by the Online Voting website to login, and once this is complete, shall vote either "Yes" or "No" in response to the ballot question(s) or decline to vote. After entering in the Voter's information in the Online Voting website to login, and no vote is cast, a Voter shall be deemed to have cast a ballot marked "DECLINED."

**11.0 ORDERLY VOTING**

- 11.1** No person will interfere or attempt to interfere with a Voter when they are voting, nor will a person obtain or attempt to obtain information as to how a Voter is about to vote or has voted.
- 11.2** The Matachewan First Nation Council with the assistance of the Ratification Officer will ensure that peace and good order are maintained at the voting station.
- 11.3** The Ratification Officer will allow only one Voter at a time into a voting booth.
- 11.4** A Voter who is inside the voting station before the set closing time will be entitled to vote. A voter who is inside the voting station before the set closing time may vote after 8:00pm by paper ballot.

**12.0 COUNTING OF RESULTS OF VOTES AT POLLING STATION**

- 12.1** At the close of the Ratification Vote, the consultant managing the Online Voting shall send a report of the overall results of Online Voting to the Ratification Officer by electronic mail with no identification as to how an individual Voter may have voted.
- 12.2** The Ratification Officer, in the presence of at least one Matachewan First Nation Council member and one Voter, will count any paper ballots cast.
- 12.3** The Ratification Officer, in the presence of at least one Matachewan First Nation Council member and one Voter, will then add the results of the paper ballots cast with the overall results of Online Voting.

**13.0 PROCEDURAL AMENDMENTS**

- 13.1** In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and the Chief of Matachewan First Nation may agree on a departure from the procedural requirements of these Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

change. The Ratification Officer and the Chief of Matachewan First Nation will state in writing the nature and basis of such departure and will deliver a copy of the statement, signed by both, to the Ministry of Indigenous Affairs of Ontario.

**14.0 OBJECTIONS**

**14.1** A Voter who voted and has reasonable grounds for believing that:

**14.1.1** there was a violation of these Voting Guidelines that may affect the results of the Ratification Vote; or

**14.1.2** there was corrupt practice that may affect the results of the Ratification Vote, may, within seven days from the Voting Day, file an objection by forwarding by registered mail to the Matachewan First Nation Council:

(i) notice of their objection; and

(ii) a sworn declaration setting out the grounds for the objection.

**14.2** Where an objection is filed under Article 14.1, the Matachewan First Nation Council will, within seven days of receiving it, forward a copy of the objection by facsimile or overnight courier to the Ratification Officer.

**14.3** The Ratification Officer will, within seven days of receiving the objection, forward to the Matachewan First Nation Council a sworn declaration containing answers to the assertions stated in the Voter's declaration.

**14.4** The Matachewan First Nation Council may, if the material sent under this Article is insufficient to decide the validity of the grounds of the objection, conduct such further investigations as it deems necessary.

**14.5** Subject to Article 14.6, the Matachewan First Nation Council may dispose of an objection by allowing it and calling another vote.

**14.6** Where the Matachewan First Nation Council is of the opinion that the grounds of the objection

(i) are not established; or

(ii) do not affect the results of the Ratification Vote;

the Matachewan First Nation Council will dismiss the objection and notify the objector of its decision.

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**15.0 SECOND VOTE**

- 15.1** If a second vote is required, these Guidelines will apply to that vote with any necessary modification.



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "A"  
VOTING GUIDELINES**

**APPOINTMENT OF AN ASSISTANT**

Date

I, \_\_\_\_\_, Ratification Officer, appoint \_\_\_\_\_  
to act as my assistant in carrying out my duties in accordance with the Voting Guidelines of  
the Matachewan First Nation Treaty Land Entitlement Claim Settlement Agreement for the  
purpose of the Ratification Vote.

\_\_\_\_\_  
Ratification Officer's Signature

I, \_\_\_\_\_, agree to act as an assistant to the Ratification Officer for the  
purpose of the Ratification Vote and promise to carry out all assigned duties to the best of  
my abilities and in accordance with the Voting Guidelines of the Matachewan First Nation  
Treaty Land Entitlement Claim Settlement Agreement.

\_\_\_\_\_  
Assistant's Signature

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "B"  
VOTING GUIDELINES**

**NOTICE OF RATIFICATION VOTE**

DATE: \_\_\_\_\_

TO: THE MEMBERS OF MATACHEWAN FIRST NATION

TAKE NOTICE that a Ratification Vote of the Voters of Matachewan First Nation pursuant to the Voting Guidelines of the Matachewan First Nation Treaty Land Entitlement Claim (the "Voting Guidelines") will be held on \_\_\_\_\_ to determine if the Voters of Matachewan First Nation approve and assent to the Matachewan First Nation Treaty Land Entitlement Claim (the "Settlement Agreement") between Ontario and Matachewan First Nation summarized in this Notice and attached as Appendix "A."

The following Ballot Question will be asked of the Voters of Matachewan First Nation by secret ballot, as set out in the Settlement Agreement:

**As a Voter of the Matachewan First Nation, do you:**

- (a) **agree to** all of the terms and conditions of the Matachewan Treaty Land Entitlement Settlement Agreement initialed by the negotiators for Matachewan and Ontario on August 25, 2022, and dated for reference the 25<sup>th</sup> day of August, 2022, which settles and releases the Matachewan Treaty Land Entitlement Claim;

and

- (b) **authorize and direct** present and future Chiefs and Councils of the Matachewan First Nation to act on behalf of the Matachewan First Nation and its members, to sign all documents and do everything necessary to give effect to the Matachewan Treaty Land Entitlement Settlement Agreement?

Information Meetings for purposes of the Ratification Vote will be held on

Information Meeting Number 1:

DATE: \_\_\_\_\_



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

Information Meeting Number 2:

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

The Ratification Vote will take place on

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

Included with this Notice of Ratification Vote are copies of the Settlement Agreement (without the Voting Guidelines and forms), and such other information as the Matachewan First Nation Council determines.

AND FURTHER TAKE NOTICE that a Voters List is posted with this Notice of Ratification Vote. Articles 6.2 and 6.3 of the Voting Guidelines provide:

- 6.2 A Member may apply to the Ratification Officer before the Voting Day to have the Voters List revised if such Member believes that:
  - 6.2.1 the name of a Voter has been omitted from the Voters List; or
  - 6.2.2 the name of a Voter is incorrectly set out or should not be included on the Voters List.
- 6.3 A Member of Matachewan First Nation may, up to and including the Voting Day, apply to the Ratification Officer to have their name added to the Voters List if that Member provides:
  - 6.3.1 proof of eligibility to vote by completing the Declaration of Membership and Eligibility to Vote Form substantially in the form of Appendix D. This proof shall include documentation that verifies that the Voter's name is recorded on the Band List, and that the Voter is at least eighteen years old on the date of the Ratification Vote and not disqualified from voting in band elections.

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

6.3.2 Upon receipt and confirmation of the information in the Declaration of Membership and Eligibility to Vote form, the Ratification Officer will revise the Voters List.

DATED at \_\_\_\_\_, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

An application for an amendment to the Voters List or a request for a copy of the Voting Guidelines or forms should be made to the Ratification Officer at:

ADDRESS:

CONTACT INFO:

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Signature of Ratification Officer for Matachewan First Nation



AB Bnc

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "C"  
VOTING GUIDELINES (Article 5.4.1(ii))**

**VOTER DECLARATION FORM**

I, \_\_\_\_\_, being a Voter of Matachewan First Nation  
with a membership/registration number of \_\_\_\_\_, hereby  
declare that I have voted freely and without compulsion.

\_\_\_\_\_  
Signature of Voter

ABM

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "D"  
VOTING GUIDELINES (Article 6.3)**

**DECLARATION OF MEMBERSHIP & ELIGIBILITY TO VOTE FORM**

In the matter of the Ratification Vote for the Treaty Land Entitlement Claim Settlement Agreement held on \_\_\_\_\_ 2022:

I, \_\_\_\_\_, of Matachewan First Nation,

DO SOLEMNLY DECLARE THAT:

1. I am a registered Member of Matachewan First Nation, and my name is recorded on the Band List of Matachewan First Nation. My membership/registration number is \_\_\_\_\_.
2. I am or will be at least 18 years old on the date of the Ratification Vote;
3. I am not disqualified from voting in band elections; and
4. I am eligible to vote in the Ratification Vote regarding the Matachewan First Nation Treaty Land Entitlement Claim Settlement Agreement.

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the Canada Evidence Act. I understand that it is an offence to make a false statement in this declaration.

\_\_\_\_\_  
Signature

DECLARED BEFORE me at \_\_\_\_\_ in the Province of Ontario,  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner for Oaths in and for the Province of Ontario



ABBW

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "E"  
VOTING GUIDELINES**

**CERTIFICATION BY RATIFICATION OFFICER**

CANADA,  
PROVINCE OF ONTARIO

I, \_\_\_\_\_, Ratification Officer for Matachewan First Nation, in the  
Province of Ontario.

DO SOLEMNLY DECLARE THAT:

1. I was present at

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

when Members voted concerning a proposed Settlement Agreement for the Treaty  
Land Entitlement Claim in accordance with the Voting Guidelines of Treaty Land  
Entitlement Claim Settlement Agreement (the "Voting Guidelines").

2. A true copy of the Notice of Ratification Vote is attached as Exhibit "1" to this  
Declaration.
3. In accordance with Article 5.1 of the Voting Guidelines, the Notice of Ratification  
Vote was posted at least 30 days prior to the Voting Day.
4. In accordance with Article 5.4 of the Voting Guidelines, a copy of the Notice of  
Ratification Vote together with a copy of the Settlement Agreement were mailed to  
each Voter on the Voters List at their last known addresses at least 30 days prior to  
the Voting Day.
5. I attended the Information Meeting(s) set out in the Notice of Ratification Vote in  
accordance with Article 7.0 of the Voting Guidelines.
6. The voting procedure was conducted in accordance with the provisions of the  
Voting Guidelines.

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

7. The results of the Ratification Vote are as follows:
- a) the names of Voters appeared on the Voters List prepared pursuant to Article 6.0 of the Voting Guidelines, and the number of Voters who were entitled to cast a vote was \_\_\_\_\_;
  - b) ballots were cast in the Ratification Vote in accordance with the provisions of the Voting Guidelines;
  - c) \_\_\_\_\_ ballots were marked "YES";
  - d) \_\_\_\_\_ ballots were marked "NO".
  - e) \_\_\_\_\_ ballots were rejected in accordance with the Voting Guidelines; and
  - f) \_\_\_\_\_ ballots were spoiled and were not counted in accordance the Voting Guidelines.
8. The proposed Settlement Agreement was:

- ☐ approved; or
- ☐ not approved;

by the Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

\_\_\_\_\_  
Signature of the Ratification Officer

DECLARED BEFORE ME at \_\_\_\_\_, in the Province of Ontario, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner for Oaths in and for the Province of Ontario



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**MATACHEWAN FIRST NATION  
TREATY LAND ENTITLEMENT CLAIM**

**SETTLEMENT AGREEMENT**

**APPENDIX "F" TO SCHEDULE 11  
VOTING GUIDELINES**

**CERTIFICATION BY MEMBER OF COUNCIL**

CANADA  
PROVINCE OF ONTARIO

I, \_\_\_\_\_, [Chief or Member of the Matachewan First Nation  
Council of, in the Province of Ontario

DO SOLEMNLY DECLARE THAT:

1. I was present at the

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

when Members voted concerning a proposed Settlement Agreement in accordance with the Voting Guidelines of the Treaty Land Entitlement Claim Settlement Agreement (the "Voting Guidelines").

2. A true copy of the Notice of Ratification Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with Article 5.1 of the Voting Guidelines, the Ratification Officer posted the Notice of Ratification Vote at least 30 days prior to the Voting Day.
4. In accordance with Article 5.4 of the Voting Guidelines, a copy of the Notice of Ratification Vote together with a copy of the Settlement Agreement were mailed to each person on the Voters List at their last known address at least 30 days prior to the Voting Day.
5. Matachewan First Nation Council members attended the Information Meeting(s) set out in the Notice of Ratification Vote in accordance with Article 7.0 of the Voting

**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

## Guidelines.

6. The results of the Ratification Vote are as follows:
- a. the names of Voters appeared on the Voters List prepared pursuant to Article 6.0 of the Voting Guidelines, and the number of Voters who were entitled to cast a vote was \_\_\_\_\_;
  - b. \_\_\_\_\_ ballots were cast in the Ratification Vote in accordance with the Voting Guidelines;
  - c. \_\_\_\_\_ ballots were marked "YES";
  - d. \_\_\_\_\_ ballots were marked "NO";
  - e. \_\_\_\_\_ ballots were rejected in accordance with the Voting Guidelines; and
  - f. \_\_\_\_\_ ballots were spoiled and were not counted in accordance the Voting Guidelines.
8. The proposed Settlement Agreement was:
- ☐ approved; or
  - ☐ not approved;

by the Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

\_\_\_\_\_  
Signature of the Chief or Council member

DECLARED BEFORE ME at \_\_\_\_\_, in the Province of Ontario, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner for Oaths in and for the Province of Ontario



**MATACHEWAN TREATY LAND ENTITLEMENT CLAIM SETTLEMENT AGREEMENT**

Dated for reference August 25, 2022

**SCHEDULE 6**  
**FORM OF BAND COUNCIL RESOLUTION –**  
**RATIFICATION OF SETTLEMENT AGREEMENT**

**WHEREAS** the Matachewan First Nation (the “First Nation”) wishes to enter into the Matachewan Treaty Land Entitlement Claim Settlement Agreement (the “Settlement Agreement”) with Her Majesty the Queen in Right of Ontario.

**AND WHEREAS** the Council of the First Nation has held an Information Meeting for its Members on (date, time and location) to explain the terms and conditions of the proposed Settlement Agreement.

**AND WHEREAS** legal counsel for the First Nation explained the legal nature and effect of entering into the Settlement Agreement to the Members present at the Information Meeting.

**AND WHEREAS** a Ratification Vote conducted in accordance with the Settlement Agreement's Voting Guidelines was held, a majority of the Voters voted, and \_\_\_% of the Voters that voted were in favour of this Settlement Agreement.

**BE IT RESOLVED:**

1. THAT the First Nation hereby approves and assents to the terms and conditions of the Settlement Agreement initialed by the Parties, which settles the Matachewan Treaty Land Entitlement Claim as defined in the Settlement Agreement.
2. THAT the Council hereby agrees to execute the Settlement Agreement on behalf of the First Nation.

**The First Nation, by the Council:**\_\_\_\_\_  
Chief\_\_\_\_\_  
DATE\_\_\_\_\_  
Councillor\_\_\_\_\_  
DATE\_\_\_\_\_  
Councillor\_\_\_\_\_  
DATE