

**CANADIAN HUMAN RIGHTS TRIBUNAL**

BETWEEN:

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY OF CANADA and  
ASSEMBLY OF FIRST NATIONS**

Complainants

- and -

**CANADIAN HUMAN RIGHTS COMMISSION**

Commission

- and -

**ATTORNEY GENERAL OF CANADA  
(representing the Minister of Indigenous Services Canada)**

Respondent

- and -

**CHIEFS OF ONTARIO, AMNESTY INTERNATIONAL CANADA NISHNAWBE ASKI  
NATION, TAYKWA TAGAMOU NATION and CHIPPEWAS OF GEORGINA ISLAND**

Interested Parties

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**AFFIDAVIT OF CHIEF DONNA BIG CANOE**

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I, Chief Donna Big Canoe, of the Chippewas of Georgina Island First Nation, in the Province of Ontario, DO SOLEMNLY AFFIRM:

1. I am Chief of the Chippewas of Georgina Island First Nation (“**GIFN**”). Pursuant to an order of this Tribunal, dated September 2, 2025, GIFN was granted limited status as an interested party to participate in the joint motion of the Chiefs of Ontario (“**COO**”), the Nishnawbe Aski Nation (“**NAN**”) and the Government of Canada for approval of the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program in Ontario (the “**OFA**”) and Trilateral Agreement in Respect of Reforming the *1965 Agreement* (the “**Trilateral Agreement**”) (the “**OFA Joint Motion**”). As such, I have knowledge of the matters contained in this affidavit. Where I do not have direct knowledge, I have identified the person from whom I obtained the

information in the affidavit and believe it to be true.

2. GIFN opposes the OFA Joint Motion. Our community has serious concerns regarding the OFA and the Trilateral Agreement. We urge this Tribunal not to approve the Agreement. In the alternative, we seek an order exempting GIFN from the OFA and the Trilateral Agreement.

### **The Chippewas of Georgina Island First Nation**

3. GIFN is a band within the meaning of the *Indian Act*, R.S.C. 1985, c. I-5, and an Aboriginal people within the meaning of s. 35 of the *Constitution Act, 1982*. GIFN is an Anishinaabe Nation whose traditional territory lies within the Lake Simcoe region of Ontario. Our people are descendants of the broader group historically known as the Chippewas of Lakes Huron and Simcoe. GIFN is a signatory to various treaties with the Crown, including the Collins Treaty, the Coldwater-Narrows Treaty, and the Williams Treaty. GIFN is a member of various groups and advocacy organizations representing the interests of First Nations in Ontario and Canada, including the Chippewa Tri-Council, Ogemawahj Tribal Council, COO, and the Assembly of First Nations (“AFN”). GIFN is not a member of NAN.

4. GIFN’s territory predominantly encompasses Georgina Island, in the southeastern portion of Lake Simcoe. Georgina Island is only accessible by boat in the summer months and through a variety of dangerous modes of transportation in the winter. GIFN runs a ferry from the south shore of Lake Simcoe in Virginia Beach to Georgina Island that is open to GIFN members and their guests, leaseholders, and contractors. However, Lake Simcoe often freezes from December or January until late March or April, which can make it very difficult to run the ferry during these months. The ferry has only been able to operate year round on two occasions since 1998 when we received our new vessel. The effects of climate change make it very difficult to determine if the ferry will be able to operate year round in the future.

5. GIFN also has territory on two other smaller islands on Lake Simcoe: Fox Island and Snake Island. We also have some land on the mainland, but that is just used for our ferry landing and parking, not for housing. GIFN has around 880-890 members. Many of GIFN’s members, including our children, live off-reserve.

### **My Background**

6. I am currently the elected Chief of GIFN. I was first elected as a counsellor of GIFN in 2003 and served two terms in that role. I was then elected as Chief in 2007 and have served in that role continuously since that time. I was the first woman to ever serve in the position of Chief for GIFN. As Chief, I hold a number of portfolios, which, for 2025, include Legal, Transportation Administration, and Child Well Being Jurisdiction, among others.

### **The Chippewas of Georgina Island’s Child Welfare Program**

7. GIFN maintains its own Child Welfare Program (“CWP”) to deliver services to its community members. These services are delivered through First Nations Representative Services (“FNRS”), Post Majority Support Services, and prevention services. The goal of the CWP is to

ensure that GIFN children and families receive culturally appropriate services, are offered least disruptive measures whenever possible, and ensure that children in need receive protection.

8. GIFN is also one of the First Nations that first called for, supported, and ultimately implemented a plan that resulted in the creation and delegation of Dnaagdawenmag Binnoojiiyag Child & Family Services (“**DBCFS**”), which now serves as GIFN’s child welfare agency, as well as the child welfare agency for seven other First Nations in the region.

9. As Chief of GIFN, I also hold a seat on DBCFS’s board of directors.

10. GIFN was also instrumental in calling for the inquest into the life and death of Devon Freeman, which took place in 2022. Devon was a member of GIFN, although he had never been to GIFN. Devon was placed in the care of the Hamilton Children’s Aid Society on consent of his grandmother and GIFN; we believed that placing Devon in care would ensure he could access the mental health services he needed. Devon was ultimately placed in a group home outside of Hamilton; he was 16 years old. In October 2017, Devon went missing and we, as his First Nation, were not notified. In April 2018, Devon’s body was found hanging from a tree approximately 100 meters from the back door of the group home. The jury returned 75 recommendations including “Devon’s Principle”, requiring all child and family services agencies to ensure that First Nations children in care always have a chance to put their own feet on their own territory, and return to their First Nation while in care. A full list of recommendations can be seen here: <https://www.ontario.ca/page/2022-coroners-inquests-verdicts-and-recommendations>.

11. GIFN was also one of the first First Nations to have licensed customary care homes and create protocols for them that set standards for other First Nations across the province.

### **The OFA was not Developed Through Meaningful Engagement and Consultation**

12. I do not believe that GIFN or other First Nations in Ontario were provided with a meaningful opportunity to engage with and be consulted on the OFA and have our suggestions for improvement considered. Rather, my experience was that COO leadership, staff, and legal counsel sought to present the OFA as a “done deal” that they were trying to “sell” to the First Nations.

13. In my view, proper engagement and consultation would have included the ability for the First Nations to provide comments and feedback, as well as an opportunity to propose and vote on potential amendments to improve the agreements and make them more responsive to the needs of the communities. This did not occur. Instead, the OFA was simply presented to us as a “take it or leave it” finalized agreement.

14. GIFN participated in many of the information sessions surrounding the OFA, with either myself or Shannon Crate, GIFN’s Child and Family Service Program Manager, attending. I am advised by Ms. Crate, and believe it to be true, that she agrees that this affidavit accurately describes what occurred in these information sessions concerning the OFA. In particular, between us, we attended sessions or meetings on the following dates:

- a. November 19, 2024: COO Meeting that I attended.
- b. January 9, 2025 meeting that I attended.

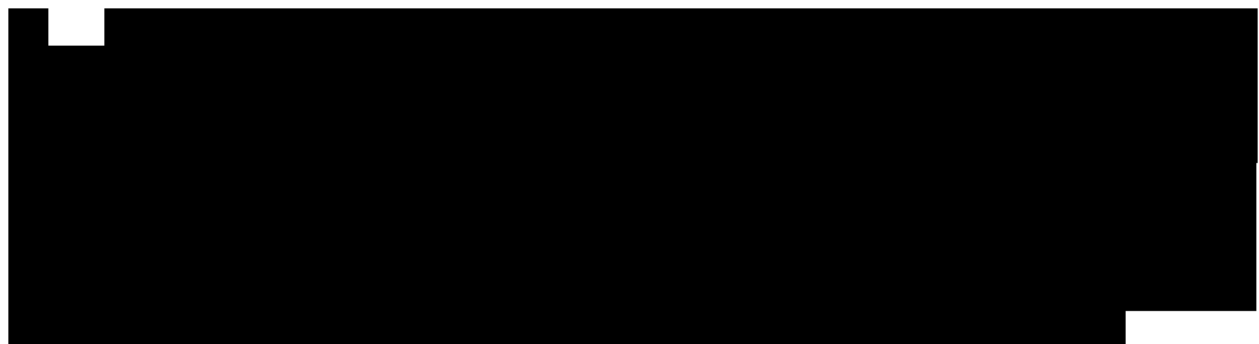
- c. February 7, 2025: COO Chiefs Update Call.
- d. February 13, 2025: COO information session that I attended.
- e. February 26, 2025: COO Special Chiefs Assembly to ratify Ontario-only agreement.

15. Throughout the process, I found that COO underestimated the amount of consultation and engagement that was necessary for the First Nations to understand the details and implications of such a large and potentially monumental agreement and be comfortable to vote on whether to adopt or reject it. Instead, First Nations were provided a brief synopsis of the agreement, along with the views of COO and their legal counsel on its benefits, with the apparent expectation that the First Nations should move quickly to approve it. While the information sessions often did include some opportunities to ask questions or express views, there were never any opportunities to put forward amendments or suggest changes to the OFA.

#### *The process leading to the OFA*

16. On October 24, 2024 — after the Chiefs at the AFN assembly rejected the draft national final agreement (“**Draft FSA**”), which I discuss further below — I sent a letter to Regional Chief Abram Benedict of COO, laying out GIFN’s problems with the process and substance surrounding the Draft FSA. In particular, I expressed our community’s concerns that we were not consulted regarding the Draft FSA, and that the agreement would create divisions between First Nations “with some First Nations receiving far in excess of others based on a formulaic approach to funding that is not connected to the actual needs of each First Nation”. I also noted the flaws with the agreement’s approach to remoteness. In my letter, I requested that, if COO sought to negotiate an Ontario specific agreement with the federal government based on the Draft FSA, it directly consult with GIFN *before* any agreement is reached with the federal government and if we cannot agree to ensure that GIFN would be able to opt out of any agreement. These requests were important to me, given how I felt that GIFN and other First Nations were improperly excluded from the process surrounding the Draft FSA and then presented with the final draft agreement as a “fait accompli”. A true copy of my letter, dated October 24, 2024, is attached as **Exhibit “A”**.

17. Unfortunately, my requests were ignored and the OFA repeated the same flaws that I identified with the Draft FSA – both in substance and in process.



19. COO leadership also emphasized that COO was negotiating only with Canada and not the First Nations themselves. They said that they were not open to any revisions or resolutions being

put forward. In particular the Grand Chief stated at this meeting that COO was not changing the agreement, they were only working with Canada to adapt the Draft FSA to Ontario only.

20. In regards to the concerns that GIFN raised specifically about the manner in which remoteness was dealt with in the Draft FSA, counsel to COO, Maggie Wente, responded that she would put remoteness “on the table” in the negotiations of an Ontario specific agreement. However, as discussed in more detail below, the OFA ultimately adopted the same approach as the Draft FSA with respect to remoteness as it relates to excluding GIFN.

21. Once the Draft FSA was rejected by the AFN at the Special Chiefs Assembly on October 17, 2024, COO and NAN pivoted quickly to negotiating, and then presenting, the OFA to its members. Indeed, the OFA was negotiated and signed in a matter of months in late 2024 and early 2025. GIFN was not permitted to participate directly in these negotiations, nor was it consulted directly by COO before it signed the OFA with Canada.

22. When COO began conducting information sessions and outreach in 2025 supporting the OFA, the clear communication from COO to us was that the OFA was largely just the same as the previous Draft FSA, but that it would simply apply to Ontario only. COO were explicit that it was the same agreement, just with the numbers adjusted to reflect that it was only for Ontario. COO were equally clear in telling members that the purpose of the meetings was not to make amendments or negotiate the terms of the agreement. In essence, the message that they conveyed was that we could either accept or reject the OFA as is — and were being urged to accept it.

23. In this way, the process surrounding the approval of the OFA in early 2025 did not feel like a meaningful discussion of a new agreement. The attitude from COO was that because the majority of Ontario Chiefs had already supported the Draft FSA, they should already automatically be in favour of the OFA because it was the same thing. For this reason, the process and eventual vote was treated like a formality of something that was already a done deal.

24. On February 4, 2025, I sent a memo to COO leadership, reiterating GIFN’s concerns regarding the process surrounding the OFA, as well as its substance. A true copy of my memo, dated February 3, 2025, but sent February 4, 2025, is attached as **Exhibit “B”**.

25. On February 7, 2025, I attended an update call for Chiefs hosted by COO. During this call, counsel to COO informed the Chiefs that the drafting of the agreement was complete and that the parties would sign off on the agreement the following Monday. They also stated that the sooner the OFA is approved and comes into effect, the sooner communities will receive more funding. I spoke during that call to express some of my concerns. One concern I raised was that no female Chiefs were asked to be at the negotiation table. I also expressed my disappointment that, due to a scheduling conflict, the COO Ontario Regional Chief was not even able to participate in the call to hear comments and answer questions from the Chiefs.

26. On February 11, 2025, Regional Chief Benedict sent me a response letter both to my February 3, 2025 memo and to my comments during the February 7<sup>th</sup> call. He explained that the COO team is not able to address all areas of concern. A true copy of the letter from Regional Chief Benedict, dated February 11, 2025, is attached as **Exhibit “C”**.

27. Regional Chief Benedict attached a legal memo from COO’s legal counsel to his February

11, 2025 letter. At multiple points in the memo, counsel expressed the view that while some of GIFN's concerns may be legitimate, Canada would not agree to address them in the negotiations. In particular, it claims that Canada was not willing to provide additional remoteness funding to GIFN and that "Canada would not negotiate an agreement if COO insisted on it being based on continued actuals". Counsel went on to express her view that "it is unrealistic to think that this or a future government will not seek to impose a funding formula and seek to have the Tribunal approve it". A true copy of the attached memo from COO legal counsel Maggie Wentz, dated February 6, 2025, is attached as **Exhibit "D"**.

28. In my view, this memo simply sought to defer any blame for flaws in the OFA to Canada and continued COO's approach of arguing that the OFA could not be improved and the only alternative was an imposed funding formula.

29. As noted above, there were no female chiefs at the negotiating table during discussions with Canada about the OFA (or the Draft FSA for that matter). I believed that this was a significant flaw in the process. Women are recognized in our community as the givers of life and keepers of children. It is not right to have a process that is fundamentally about children with no women leaders at the table representing our communities. This lack of female representation was particularly concerning to me given that the Grand Chief of the Anishinabek Nation at the time, Linda Debassige, was a female chief. Notably, the Anishinabek Nation is an organization that represents 39 First Nations across the province of Ontario. Someone like Grand Chief Debassige would have been an excellent addition to the negotiations.

30. GIFN ultimately voted against the OFA at COO Special Chiefs Assembly on February 26, 2025.

### ***The Process Surrounding the Draft FSA***

31. As noted above, the message from COO regarding the OFA was that it was simply an Ontario-only version of the Draft FSA, despite the two agreements being separate and distinct. As such, I expect the moving parties on this motion may rely on events leading up to the Draft FSA as being relevant to the degree of consultation and/or engagement regarding the OFA.

32. Even assuming that the Draft FSA and OFA are similar enough in substance for the process leading up to the Draft FSA to be relevant when assessing whether meaningful consultation and engagement occurred with respect to the OFA, the lead-up to the final vote on the Draft FSA suffered from many of the same key flaws identified above with respect to the OFA process.

33. GIFN participated in many of the sessions and meetings leading up to the Draft FSA, which I either attended directly or which Ms. Crate attended GIFN's behalf. Those sessions included:

- a. June 11-13, 2024: COO Chiefs Assembly.
- b. July 9, 2024: AFN General Assembly.
- c. August 23, 2024: COO information session. Ms. Crate attended on behalf of GIFN.
- d. October 9, 2024: COO Special Chiefs Assembly. I provided Ms. Crate with my proxy to attend and vote on behalf of GIFN.

- e. October 16-17, 2024: AFN Special Chiefs Assembly in Calgary. I provided Ms. Crate with my proxy to attend and vote on behalf of GIFN.

34. In particular, I attended a COO Chiefs Assembly from June 11-13, 2024, at Six Nations of the Grand River, which included a presentation about the Draft FSA. Because the Draft FSA had not yet been signed by the negotiation team or Canada, the Chiefs were not even provided with the wording of the agreement itself at that time, as we were told that it was still confidential.

35. This session included a presentation by Maggie Wente, counsel to COO, where she explicitly told the Chiefs in attendance that the purpose of the meeting was not to receive suggestions or proposed amendments. She told us that we could have an opportunity for our own legal teams to review the agreement, but we could not change it. Further, COO counsel appeared offended when attendees asked questions, or questioned the merits of the proposed agreement.

36. At this meeting, I spoke in opposition to the proposed agreement (based on what had been presented, given that I was unable to review the actual text). One of my main concerns at the time was that the Chiefs could not possibly sign on to something that we had not even seen and without adequate time to review it carefully, given the profound impact it could have on our communities and especially our children.

37. I was also informed in that information session that the Draft FSA would not include any funding for services directed towards children living off-reserve. This was particularly concerning to me, as the children and families who are members of our First Nation, even if they live off-reserve, are a crucial part of our communities and we have a responsibility to take care of them as well. I was especially upset about the exclusion of off-reserve children given the ongoing campaigns at the time to protect Indigenous children surrounding Orange Shirt Day/National Day for Truth and Reconciliation and the national conversation surrounding the hundreds of Indigenous children who had tragically died while attending Indian Residential Schools, which mobilized our communities around the phrase “Every Child Matters”. In fact, at the exact moment that we were discussing the Draft FSA at Six Nations, there were orange flags hanging inside the very building that we were in, proclaiming the phrase. To me, the exclusion of our children living off-reserve was a betrayal of what our communities had been fighting so hard for over the past decades and seemed to be an inappropriate concession that in fact not every child mattered to us.

38. Nevertheless, when I did eventually see the text of the Draft FSA, I was able to confirm that services for off-reserve children were indeed excluded. This gap persisted through to the OFA.

39. On July 9, 2024, I also attended the AFN General Assembly. This meeting also included a presentation about the Draft FSA, though the Chiefs had still not seen the actual text of the agreement at that time. Nevertheless, the AFN originally proposed to hold a vote on approving the Draft FSA by September. Many Chiefs appeared upset and expressed the view that this timeline did not provide us with enough time to adequately review and consider such a lengthy and important proposed agreement. Some expressed the sentiment that it felt like the Draft FSA was being rushed through and pushed down our throats – a sentiment that I agreed with.

40. During the COO information sessions and calls that followed from August 2024 to October 2024 regarding the Draft FSA, COO leadership and counsel spent a great deal of time expressing

the view that a change in government at the federal level from the Liberal Party of Canada to the Conservative Party of Canada was very likely, and that if this occurred, the proposed deal would disappear and the First Nations would get a worse deal or have a worse situation forced upon us. It was clear to me that the view being expressed was that we either had to accept the agreement as proposed or get nothing (or, at best, something much worse).

41. For example, a booklet COO prepared regarding the Draft FSA (attached as Exhibit “W” to the Affidavit of Grand Chief Joel Abram) stated that a “changed government” could “impose the program it wants” and ask the Tribunal to vary its prior orders (see p. 17). The booklet also stated the COO-led information sessions were for the purpose of helping communities “better understand how the [Draft FSA] will support First Nations in improving child and family services in their community” (p. 19), not to receive feedback or suggested amendments to the agreement.

42. Similarly, in COOs “frequently asked questions” document regarding the Draft FSA (attached as Exhibit “X” to the Affidavit of Grand Chief Joel Abram), it stated that:

We know that Canada wants to move away from the actuals process. If the Final Agreement fails, Canada could seek to replace the orders and impose a new way of funding FNRS, capital, and PMSS. Canada could do this in combination with either replacing the Tribunal members currently sitting, amending the Canadian Human Rights Act, and/or cutting funding of the CHRT so that it is no longer able to operate effectively. This is made all the more likely if there is a change of government.

43. These same sentiments were repeated in materials regarding the OFA, such as a fact sheet that COO and NAN prepared on purported myths and facts about the OFA (which is attached as Exhibit “II” to the Affidavit of Grand Chief Joel Abram).

44. For the August 23, 2024 information session, Ms. Crate attended on my behalf. This meeting took place over video-conference. Ms. Crate has informed me that she found this meeting frustrating as it felt like COO representatives and legal counsel were not directly answering the questions attendees were asking. There were also inaccurate comments being made. For example, Ms. Wenté stated during this meeting that no one was accessing post majority care anyway, suggesting that the best way to get that funded was through the Draft FSA. Ms. Crate knew this to be inaccurate, because GIFN had been providing these services for quite some time, and said so during the meeting. Ms. Crate has also informed me that at that meeting, Ms. Wenté stated that there would be a five year commitment to fund band representative services for off-reserve families. This ended up being inaccurate as the Draft FSA (and the OFA) contained no commitment for band representative services for off-reserve children and the commitment that Canada made outside of the agreements was only to fund these services for two years.

45. Ultimately, GIFN voted against the Draft FSA at the COO assembly on October 10, 2024, and at the AFN Special Chiefs Assembly on October 17, 2024.

### **The OFA Does Not Represent Lasting Reform and the Commitments are Time-Limited**

46. It is also particularly concerning to me that the government’s commitments in the OFA are



time limited. Specifically, the funding commitments in the OFA are limited to nine fiscal years, expiring on March 31, 2034.

47. There is a great deal of uncertainty as to what commitments we can expect from Canada beyond the nine fiscal years covered by the OFA. The OFA contains no way to legally bind Canada after March 2034 to ensure that our children receive the services and supports that they need. This is inconsistent with GIFN's commitment and obligation to take care of our children and future generations.

48. Within Anishinaabe culture and teachings, there is a very important concept known as the "Seventh Generation Principle". According to this principle, we must consider the impact of our actions and decisions today on our descendants seven generations into the future. As Anishinaabe people, we are taught to ensure that we act in a way to bring about a better world for our descendants far into the future. This concept is also consistent with our responsibilities to our children, to ensure that we are providing them with a better life.

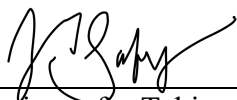
49. However, the OFA's time-limited commitments are inconsistent with these Anishinaabe teachings. Focusing only on the next nine years is incredibly short-sighted in the scope of caring for the next seven generations of Anishinaabe children who will come into this world and require us to care for them. In my view, the OFA neglects our profound and important commitments to our future generations.

### **Broader Concerns with the OFA**

50. I am aware of other First Nations across Ontario that have similar concerns as GIFN with the OFA, and do not want to this Tribunal to approve it.

51. On October 1, 2025, I received a letters of support from Wasauksing First Nation and Chippewas of Rama First Nation, addressed to the Tribunal and supporting GIFN's submissions. A true copy of the letter from Wasauksing First Nation, dated October 1, 2025, is attached as **Exhibit "E"**. A true copy of the letter from Chippewas of Rama First Nation, dated October 1, 2025, is attached as **Exhibit "F"**.

**AFFIRMED** by Chief Donna Big Canoe of the Chippewas of Georgina Island First Nation, before me at the City of Toronto, in the Province of Ontario, on October 2, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits

**JUSTIN SAFAYENI**  
**LSO#58427U**



**CHIEF DONNA BIG CANOE**



## Chippewas of Georgina Island

R.R. #2, P.O. Box N-13, SUTTON WEST  
ONTARIO L0E 1R0

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October 24, 2024

ONTARIO REGIONAL CHIEF ABRAM BENEDICT  
Chiefs of Ontario – Administrative Office  
468 Queen St E, Suite 400  
Toronto, ON M5A 1T7

Email: [COStJulie@coo.org](mailto:COStJulie@coo.org)

Dear Regional Chief Benedict:

### Re: Child Welfare Final Settlement Agreement

We want to acknowledge the good work for the Chiefs of Ontario in bringing forward the draft Final Agreement on Long-Term Reform of the First Nations Child and Family Child and Family Services Program (the “Draft FSA”). We recognize the hard work of your team and the passionate approach with which the Draft FSA was shared with First Nations across Ontario. Our children and families deserve every ounce of our efforts to ensure we are protecting them from the harmful impacts of a colonial child welfare system and a federal program that has resulted in direct discrimination to our people.

As you may be aware, the Chippewas of Georgina Island First Nation did not vote in favour of the Draft FSA at the Special Chiefs Assembly hosted by COO on October 10, 2024, or at the Special Chiefs Assembly hosted by the Assembly of First Nations in Calgary. We were not consulted by COO, the AFN or the federal government regarding the Draft FSA and, in our view, it will have detrimental impacts on our children, youth and families. We strongly believe that the Draft FSA will replicate multiple discriminatory aspects of the 1965 Agreement and the federal child welfare program to the detriment of our children. It does not go nearly far enough to protect our children and families from the recurrence of discrimination - 10 years is not enough to protect even one generation.

We are also concerned about the divisions the Draft FSA will create between First Nations in Ontario, with some First Nations receiving far in excess of others based on a formulaic approach to funding that is not connected to the actual needs of each First Nation. We know of many First Nations that were not aware of or could not access the actuals funding under 2018 CHRT

This is Exhibit ‘A’ to the Affidavit of  
Chief Donna Big Canoe affirmed  
October 2, 2025.

4 due to capacity constraints and will be penalized under the Draft FSA because of those gaps.

We are also concerned that the approach to remoteness ignores our realities as a First Nation, linking our proximity to Toronto as a factor that does not reflect our true realities. Our First Nation is located on an island without a hospital, grocery store or school that goes past grade 5. Every year some of our members die getting to and from the island, particularly in the shoulder winter months. The Draft FSA simply ignores these realities. Ultimately, we are concerned that implementation of the Draft FSA, as currently structured, will result in harm and discrimination to our community and create disparities across the province. These concerns are compounded by the dispute resolution process that has no jurisdiction to fix these structural defects in the agreement.

The Draft FSA states that approval by First Nations leadership is required in order for the agreement to take effect (para. 380). We recognize that many First Nations in Ontario support the Draft FSA and view it as a positive step for their communities. We respect and honour the choices of those First Nations. However, Georgina Island rejects the Draft FSA and **Georgina Island will not be bound by the Draft FSA**. At this time, Georgina Island will continue to rely on the current orders of the Canadian Human Rights Tribunal (including but not limited to 2018 CHRT 4, 2021 CHRT 41 and 2022 CHRT 8). To the extent that COO seeks to negotiate an Ontario agreement with the federal government based on the Draft FSA, we respectfully request the following:

1. Please directly consult with Georgina Island regarding any plan to move forward with the Draft FSA before any further agreements are reached with the federal government.
2. To the extent that COO and Georgina Island cannot agree on a path forward, please ensure that we will have the ability to opt out of the Draft FSA and that any agreement with the federal government will not derogate from our rights as a sovereign Nation to decide when we are ready for change.

We believe there is a path forward to negotiate a resolution on child welfare and we support the approach set out in Resolution 02 at the AFN last week. We do hope that COO considers returning to the negotiating table to ensure we get the best deal possible for generations to come. We also welcome further discussions regarding next steps.

Again, I wish to thank you for your attention and hard work on behalf of all First Nations in Ontario.

Miigwetch,

Chief Donna BigCanoe



**Chippewas of Georgina Island**  
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### Concerns with the Draft FSA

To: Chiefs of Ontario  
From: Chief Big Canoe – Chippewas of Georgina Island  
Re: Our Concerns with the Draft FSA  
Date: February 3, 2025

**This is Exhibit 'B' to the  
Affidavit of Chief Donna Big  
Canoe affirmed October 2, 2025.**

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Chippewas of Georgina Island ("Georgina Island") is aware that the Chiefs of Ontario ("COO") and Nishnawbe Aski Nation ("NAN"), along with the federal government, are in the process of finalizing an Ontario-specific agreement on long-term reform for child and family services. Since the announcement, we have attended and attempted to ask questions regarding the parameters of the Ontario agreement. Those questions were not answered and we remain concerned about the impact of the agreement on our membership.

I am sending this in advance of my attendance of the February 7, 2025, information session. I am asking that these questions be addressed and answered during that session. I am also asking that a written response to be provided to answer my question.

I am also concerned about the timing of the February 26, 2025, Special Assembly, as I will be at the AFOA Conference in Halifax. Please note I will be sending a proxy.

1. **Remoteness:** Georgina Island is a remote First Nation. We are water access only and our school only goes up to Grade 5. We have no grocery stores and no hospitals. Under the Draft FSA, Georgina Island will not receive a remoteness adjustment. If Canada agrees to enter into an Ontario-only deal pursuant to the Draft FSA and Tri-lateral Agreement, will Canada agree to amend the Draft FSA to change the Remoteness Index so that remote First Nations, like Georgina Island, receive a remoteness adjustment?
  - a. If your understanding is that Canada will make this amendment, please provide the written commitment from Canada in this regard.
  - b. If Canada will not agree to this amendment, how and when will Georgina Island receive a remoteness adjustment?
2. **Band Rep Funding:** The funding allocated to each First Nation under the Draft FSA will be equal to the highest annual amount claimed under the Actuals Order (2018 CHRT 4) over 2019-2020 fiscal year to 2022-2023 fiscal year.

- a. What is the safety valve for First Nations that never accessed the Actuals Order?
  - b. What is the safety valve for us if our need exceeds what we spent between 2019 and 2023?
  - c. Why are we starting with a funding approach that rewards First Nations that had capacity to access when the Actuals Order? We know that many First Nations who have not accessed the Actuals Order are in need.
- 3. **Band Rep Funding Off-Reserve:** The Tri-Lateral agreement that was circulated in the fall of 2024 provided for band rep funding for off-reserve members only for five (5) years. The on-off reserve distinction is a colonial construct and the separation of our peoples from our communities is a result of Canada's discrimination.
  - a. Is the Ontario agreement going to include any commitment to fund off-reserve band rep services?
  - b. Why should the funding be separated as between on and off-reserve?
  - c. Where in the CHRT orders does it say that funding for band rep has to be confined to on-reserve?
    - i. This question is important given that ISC only asked us to start separating on-off reserve band rep funding in 2022 – before that all band rep funding was covered under the Actuals Order.
  - d. Why should we agree to this division when the child welfare legislation the agencies are following makes no distinction between on and off reserve?
  - e. What happens to our funding after the agreement expires?
- 4. **Incomplete Agreement:** The Draft FSA was incomplete when we received it in 2024. What is the status of the following:
  - a. **Capital Funding** – will the approach to capital funding be ready with the agreement is ready?
    - i. What will the capital funding envelope be for Ontario
    - ii. Will Canada continue to process all capital requests under the Capital Order (2021 CHRT 41) until the Tribunal approves the Ontario agreement?
  - b. **Post-Majority Support Services** – will the approach to post majority support services be ready when the agreement is ready?
- 5. **Seven Generations:** The Draft FSA only lasts ten (5) years.
  - a. How long with the Ontario agreement fund for?
  - b. What guarantees are there that Canada will be legally bound after the agreement expire to ensure our children receive child welfare services and supports they need when they need them?

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February 11, 2025

Chief Donna Big Canoe  
Chippewas of Georgina Island  
Donna.bigcanoe@georginaisland.com  
Anishinabek Nation

**This is Exhibit 'C' to the Affidavit  
of Chief Donna Big Canoe  
affirmed October 2, 2025.**

**RE: Concerns with the Draft Final Settlement Agreement**

Wa'tkwanonwera:ton /Greetings, Chief Big Canoe,

Nia:wen /thank you for your letter of February 3, 2025, and for raising concerns with the draft final settlement agreement during the leadership update on February 7, 2025.

I want to express my appreciation for raising these concerns. I have asked our legal counsel to respond to them. The attached memo provides some background on the negotiations and additional information on the areas of concern you have raised. As you know, this process has been very tedious and lengthy, and our negotiating team has made every effort to address all the unique circumstances in our region of Ontario.

Unfortunately, as outlined in the attached memo, our team is not able to address all areas. I want to reiterate my commitment to supporting your community in implementing and mitigating any challenges created. Our leadership propelled forward the long-term reform for the Child and Family Service program. The draft reform agreement complements your community jurisdiction and provides you with resources to advance your nationhood. Advancements to support your children and families will take time, and building your laws, systems, and capacity may mitigate long-term funding concerns.

The Chiefs of Ontario and I are fully committed to supporting regional reform and bringing the Ontario government to the table to ensure the modernization and reform of the 1965 Indian Welfare Agreement. Updating and modernizing Ontario legislation and agreements like the 1965 agreement is equally vital to wholesome reform to meet the needs of your children and families in our region.

Again, Nia:wen/thank you for your letter. I look forward to continuing to support you and all our First Nations in Ontario in reforming the First Nations child welfare program. If you wish to discuss this, please contact Julie Hill, Chief of Staff at [cos.julie@coo.org](mailto:cos.julie@coo.org) to schedule a meeting. Otherwise, I look forward to continuing to provide regular updates to you and welcoming your proxy to the Special Chiefs Assembly in this matter, scheduled for February 26, 2025.

Skén:nen/Peace,



Abram Benedict  
Ontario Regional Chief

CC: Leadership Council, Chiefs of Ontario

Attachment: OKT responses re Georgina Island letter (4954667.1)



**OLTHUIS, KLEER, TOWNSHEND LLP**  
**MEMORANDUM**

This is Exhibit 'D' to the  
Affidavit of Chief Donna Big  
Canoe affirmed October 2, 2025.

**DATE:** February 6, 2025  
**TO:** File / Chiefs of Ontario Social Dept  
**FROM:** Maggie Wente  
**RE:** Letter from Chief Big Canoe re concerns about the draft Final Agreement  
**FILE NO:** 75558

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Please find below responses to Chief Big Canoe's letter to COO regarding her concerns with the draft Final Agreement.

To the extent possible, we have tried to work toward evidence-based funding choices in this draft agreement.

The previous remoteness approach used by COO for allocation of FNCFS funding based on the Ontario First Nations Limited Partnership allocations formula developed . One feature of that formula was that each community that was not connected by road was considered remote. COO's use of the formula has, for many years, caused friction because many communities said that it did not adequately represent the true costs of doing business in communities that are far away from urban centres but still road-connected.

NAN intervened in the CHRT litigation on the issue of remoteness and has long suggested even before this litigation that that OFNLP formula was not sufficiently fine-tuned to capture the increased costs of remoteness for communities that are both connected by road and those that are not. As part of the orders they achieved in the litigation, they have worked with Canada extensively and using multiple experts to develop work on an evidence-based remoteness quotient adjustment factor ("RQAF"). This extensive work has resulted in a new approach considers increased costs on many factors. It means that many more communities in Ontario get remoteness funding now who have never received it before. The research revealed that a very significant driver of increased costs is proximity to an urban centre.

The remoteness work that was done relies in some part on the Canadian Remoteness Index, a StatsCan index which assigns every community, First Nations and non- First Nations, a remoteness score between 0 and 1. For instance, Toronto gets a 0 score – there is zero increased cost of living in Toronto that is attributable to geography. You can view that document here: <https://www150.statcan.gc.ca/n1/en/catalogue/17260001>.

Under the draft Final Agreement, communities with a score on the Canadian Remoteness Index above 0.4 receive increased remoteness funding. On the Canadian Remoteness Index, Georgina Island's remoteness score is 0.1. That score is used with other data to come to the Remoteness Quotient Adjustment Factor, which determines how much remoteness funding a community will get. The remoteness funding is on a scale depending on how remote the community is – the higher the remoteness score, the larger the increase in funding. Georgina Island is below the 0.4 threshold COO was able to secure a funding commitment for. Canada would not agree to include Georgina Island because of this, and COO kept negotiating on this point until the last day of the final agreement negotiations. Unfortunately, it was not a commitment Canada was willing to make.



Since the remoteness research has been ongoing Chief Big Canoe and Anishinabek Nation have raised the concern that the Canadian Remoteness Index may not take into account increased costs associated with a southern ferry-connected community. In addition to the advocacy to have them included, COO secured commitments so that ferry-connected southern communities can address the increased costs in their communities. Firstly during the negotiations, the remoteness table did make an effort to gather evidence on increased costs for ferry-connected southern communities and I believe did some work with AN's advisors on this. This work did not yield a change in the remoteness score for the southern ferry-connected communities.

Work to fine-tune Georgina Island's score on the Canadian Remoteness Index can continue directly with Georgina Island, as a result of the commitment that COO secured from ISC. ISC has invited Georgina Island to work directly with ISC, on a funded basis, to gather evidence to attempt to substantiate a change in the community's score on the Canadian Remoteness Index. In addition, the draft Final Agreement now has a firm commitment to consider the question of the remoteness scores of ferry-connected communities through the Ontario Reform Implementation Committee which is directly tasked with this question.

Because of the above, COO could not secure a commitment from Canada to include Georgina Island as a remote community under the remoteness approach in the draft final agreement. When there is evidence to support a change in a community's Canadian Remoteness Index score being at 0.4 or higher, the community would be eligible for remoteness funding.

COO also notes that since Georgina Island accessed actuals for FNRS funding in prior years which is the "baseline" for FNRS, at least that funding takes into account the actual cost of providing those services, including increased costs due to remoteness.

Chief Big Canoe may wish to discuss the details of the remoteness approach with NAN, who is much more expert than I in terms of the detailed work NAN did to develop the RQAF.

## **2. FNRS Funding**

In 2018 CHRT 4, the CHRT issued an order to require Canada to fund the Band Representative program at the actual cost of providing the service, until further order of the Tribunal, known as the "Band Rep actuals order". In the draft Final Agreement, Band Rep is now called First Nations Representative Services or FNRS.

Since 2018, there have been communities who never accessed FNRS funding, and some who have accessed very little. As many have pointed out, some First Nations lack the capacity to do the funding applications, and as a result do not get funding or less than they should. This was a problem that COO and the advisors have noticed throughout the actuals period and is in fact repeating itself in the PMSS actuals process. The Final Agreement provides all communities with a reliable amount of funding without need for an application so no one is left behind. COO and its advisors were not prepared to continue a situation where some First Nations never received FNRS money because of the inability to access actuals. There is no guarantee that those communities would ever access actuals for FNRS.

COO and its advisors disagree that the approach selected "rewards" people who had capacity. What it does is provides capacity to those who may never have been able to access actuals and allow others who already accessed to continue. First Nations who never accessed funding can start building their capacity in this area, while not decreasing funding levels to those who did access

actuals. Since the consistent flow of funding since the AIP, not as many communities have accessed actuals over and above their allocation. This was a decision taken by the advisors carefully and over many meetings.

The draft final agreement, although it does place limits on funding, provides other benefits and funding streams that are not available through the actuals orders. Further, Canada would not negotiate an agreement if COO insisted on it being based on continued actuals. In our opinion, it is unrealistic to think that Canada would agree to such a deal, and it is unrealistic to think that this or a future government will not seek to impose a funding formula and seek to have the Tribunal approve it.

At the Initial Program Assessment set out in the draft Final Agreement, there will be an opportunity to have input into the sufficiency of funding including in the First Nations Representative Services program. This is a safety valve, as there will be study of the sufficiency of funding, and an opportunity for the Ontario Reform Implementation Committee to make recommendations to Canada based on that research about the next five years of funding, which if Canada refuses can be reviewed.

Throughout this process, one of COO's top priorities has been to preserve and enhance the role of First Nations Representative Services program.

### **3. Off-Reserve Band Rep**

The case as filed by the Caring Society and AFN concerned on-reserve services. The interventions from COO about the 1965 Agreement and discrimination it causes, and the orders for Band Rep, also concerned on-reserve child and family services. The 1965 Agreement does not at all deal with off-reserve services and funding, which are the purview of the province.

Unfortunately, COO is constrained by many factors in negotiating this agreement and perhaps importantly how the case was filed and the division of powers / who pays for on reserve child welfare services versus off-reserve services – which is a matter of provincial and federal jurisdiction. Canada does not have a mandate to settle the off-reserve funding matter, and we do not think this is achievable by further negotiation or litigation. It would be unrealistic to expect or bank on the fact that a Tribunal could award funding for things that the case is not about. Therefore, as you'll understand, there is no leverage in this case to secure commitments from Canada for off-reserve FNRS.

Canada, COO and NAN will have a third agreement dealing only with FNRS funding off reserve which will take effect immediately. Funding for off-reserve FNRS has been provided since the AIP phase and relies on Jordan's Principle to fund it. It uses the same process as the on-reserve actuals process did. COO has a commitment to 2027 for that funding. While in the draft agreement that was voted down nationally, we had a five-year commitment, Canada only committed to 2 years for this agreement.

COO has committed with Canada to try to negotiate with Ontario to provide funding beyond that point. This will be easier if the on-reserve federal funding is secured, as COO will be able to point Ontario to the on-reserve program and take the position that Ontario, in failing to fund the program, is discriminating against off-reserve children.

COO will need to develop its legal and advocacy strategy in the coming two years.

#### **4. Capital and Post Majority**

The approaches will be contained in the agreement and fact sheets for your review.

#### **5. Seven Generations**

The Agreement is not only for five years. Funding is secure until March 31, 2034. At the five year mark, increases to funding after that point will be dependant on the Initial Program Assessment and the recommendations arising out of that assessment. After the Initial Program Assessment, funding beyond the level in 2028-2029 may be recommended.

The legal obligation to provide equal services continues and the agreement does not release Canada from that obligation. This is established by the CHRT and the fact of a settlement does not alleviate that obligation after the agreement expires.

Funding agreements with Canada are normally 5 years, up to 10. It is not possible for COO to have achieved a permanent agreement. It is not clear that this is desirable, as the program may need to change to respond to changing needs and circumstances.



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Elizabeth Taylor

COUNCILLORS  
Walter Tabobondung  
Neil Swanson  
David Rice  
Pazhe Rice-Menominee

This is Exhibit 'E' to the  
Affidavit of Chief Donna Big  
Canoe affirmed October 2, 2025.

Dear Tribunal Members,

On behalf of Wasauksing First Nation, we are writing in support of the Chippewas of Georgina Island First Nation in their submissions regarding the Ontario Final Agreement (OFA).

Like Georgina Island and Taykwa Tagamou Nation, our Nation has serious concerns with the OFA. We believe it does not provide the lasting reform our children and families need. Engagement with First Nations has been limited, and critical realities for our communities have been overlooked.

The timelines and structures set out in the OFA do not allow our Nations the time or resources to build the capacity necessary to deliver services that are safe, sustainable, and culturally grounded. Moving forward under these conditions' risks repeating the very discrimination the Tribunal has already found against our children, rather than preventing it for future generations.

We share the Tribunal's aim of ensuring substantive equality, so that First Nations children have equal access to safe, culturally appropriate, and effective child welfare services. Achieving this requires more time and genuine collaboration with the right people at the table. Until then, the OFA does not meet the standard of reform our children deserve.

We respectfully ask the Tribunal to recognize that these concerns are widely held. Further improvements are essential if the OFA is to fulfill the Tribunal's intent: equal opportunities for all First Nations children in child welfare delivery, supported by stable, sustainable, and culturally appropriate services.

Respectfully,

Shane Tabobondung, MSW RSW  
Ogimaa Wasauksing First Nation

September 29<sup>th</sup>, 2025



Chippewas of RAMA  
First Nation

A Proud Progressive First Nation Community

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October 1, 2025

This is Exhibit 'F' to the Affidavit  
of Chief Donna Big Canoe  
affirmed October 2, 2025.

Canadian Human Rights Tribunal  
240 Sparks Street, 6<sup>th</sup> Floor West  
Ottawa, Ontario  
K1A 1J4

Dear Tribunal Members:

*Re. Ontario Final Agreement, Remoteness*

On behalf of Council, we write in support of the Chippewas of Georgina Island First Nation in their submissions regarding the Ontario Final Agreement (OFA) that particularly relate to their concerns of the applicability of the remoteness funding.

We also reaffirm our prior concern in relation to the funding formula effective date, which we had anticipated being the current fiscal year during which the OFA was negotiated.

Miigwech,

Head Councillor Ted Snache

c: Chief and Council, Chippewas of Rama First Nation  
Chief and Council, Chippewas of Georgina Island  
Justin Safayeni, Legal Counsel, Chippewas of Georgina Island  
registry.office@chrt-tcdp.gc.ca