

**TYENDINAGA MOHAWK COUNCIL MINUTES  
FEBRUARY 6, 2013**

A meeting of the Tyendinaga Mohawk Council was held on Wednesday, February 6, 2013 at 10:10 a.m. in the Council Chambers.

Present: Chief R. Donald Maracle  
Councillors: Roy C. Maracle and Carl Ted Maracle  
Douglas E. Maracle absent due to Family Medical Appointment  
Barry Brant absent due to attending the Iroquois Caucus  
Staff: Dan Brant, CAO and Angela Maracle, Senior Director of Operations

Chief opened the meeting with a prayer.

MOTION #1: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that the Tyendinaga Mohawk Council Minutes of January 23, 2013 be accepted.

Carried.

MOTION #2: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that the Tyendinaga Mohawk Council Special Minutes of January 25, 2013 be accepted.

Carried.

MOTION #3: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that the Tyendinaga Mohawk Council Local Business Minutes of January 30, 2013 be accepted.

Carried.

MOTION #4: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that Council acknowledge the withdraw of the Police Building Delivery Lawsuit and except cost of \$1,000.00 for legal fees.

Carried.

Council confirmed the following scheduled meetings:

- February 12, 11:00 a.m. – Sue Decock & Pat Morris
- February 13, 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- February 18 & 19, 2013 – Culbertson Land Claim in Ottawa
- February 20, 9:00 a.m. – Tyendinaga Mohawk Council
- February 21 & 22, 2013 – Strategic Planning Meeting
- February 26, 27 & 28, 2013 – COO Health Forum in Toronto
- February 27, 7:00 p.m. – Tyendinaga Mohawk Council Local Business

MOTION #5: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that Council approve the following meetings outside the Territory:  
Chief: attending the Chief's Council Meeting on February 25, 2013 in Toronto; attending the Chief's of Ontario Health Forum on February 26, 27 & 28, 2013 in Toronto;  
Council: attending the Culbertson Land Claim on February 18 & 19, 2013 in Ottawa;

Carried.

MOTION #6: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that Council acknowledge the Notice of Settlement Conference for David Barberstock.

Carried.

MOTION #7: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that Council approve payment of the Templeman Menninga invoice #41284 in the amount of \$1,669.40 re: FibreNet Project.

Carried.

Disclaimer: Comments of individual members may not necessarily reflect the opinion of the whole Council.

- MOTION #8: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that Council approve payment of the Hicks Morley invoice #268533 in the amount of \$661.50 re: Human Resources.  
Carried.
- MOTION #9: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that the Tyendinaga Mohawk Council approve the transfer of \$2,000,000.00 from the Nesbitt Burns Investment Portfolio to the Casino Rama Bank Account #1047273 at the Bank of Montreal at 201 Front Street, Belleville, Ontario.  
M.C.R. #2012/13-111.  
Carried.
- MOTION #10: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle that Council approve the Business Registration Renewals for Snooky and Sons Hide-away, Owner Lloyd Green, type of business Camp & Trailer Park with Restaurant and Canteen; Village Variety & Gas Bar, Owner Trevor Lewis, type of business Gas Station/Convenience; The Work Gear, Owner Trevor Lewis, type of business Retail; Beach Road Enterprise, Owner Trevor Lewis, type of business  
Carried.
- MOTION #11: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that Council approve the revised Canada Mortgage and Housing Corporation Loan Agreement Phase 3, Section 95.  
Carried.
- MOTION #12: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that Council approve signing the contract with Whitepath Consulting to train the trainer  
Carried.
- MOTION #13: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that the Tyendinaga Mohawk Council hereby approve the petition for Subsidy on Road Improvements Under the Provisions of the Public Transportation and Highway Improvement Act on Expenditures made during the Year 2012 in the total of \$2,740,730.55. M.C.R. #2012/13-112.  
Carried.
- MOTION #14: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle that the land hereunder described and situated on the Tyendinaga Mohawk Territory be allotted to:  
  
**KEITH LYLE MARACLE NO. 1581**  
  
In accordance with section 20, subsection 1 of the Indian Act R.S.C. 1952.C.149  
  
LAND DESCRIPTION:  
The whole of Lot 3 in Part of Lot 3, Concession 1 as shown on CLSR 95029 known as the Tyendinaga Industrial Park  
M.C.R. #2012/13-113.  
Carried.
- MOTION #15: Moved by Roy C. Maracle, seconded by Carl E. (Ted) Maracle THAT: The Mohawks of the Bay of Quinte (MBQ) requests that the Minister of Indian Affairs and Northern Development Canada approves a Guarantee Certificate to secure a loan for construction, acquisition or renovations of housing on unencumbered land under the control of the MBQ. The MBQ agrees to the attached

**Appendix A: Ministerial Loan Guarantee Terms and Conditions.**

THAT: The MBQ is informed and understands the MLG Process and its requirements.

THAT: The loan, if granted, will provide for the construction, acquisition, or renovation of housing on lands as defined.

THAT: Services and/or utilities for the project will or are planned to be in place by the completion of the project.

THAT: The MBQ certifies that all housing to be constructed, acquired or renovated shall be inspected by qualified inspectors and will meet or exceed the National Building Code (NBC) standards and other relevant standards. The record of inspection and record of compliance to the NBC standards or other relevant standards is to be kept on file by the MBQ for the life of the Ministerial Loan Guarantee.

THAT: The project will comply with the Canada Environmental Assessment Act (or equivalent, such as a Yukon Environmental Socio-Economic Assessment Act) The MBQ is undertaking of this project should practice due diligence and be aware of obligations or responsibilities associated with all applicable federal environmental acts and regulations including the Canada Environmental Protection Act, Species at Risk Act and the Fisheries Act to avoid potential violations.

THAT: The MBQ certifies that a Phase 1 Environmental Site Assessment has been carried out on the subject property, either individually or as part of a sub-division or community assessment, in accordance with the Canadian Standards Association's standard Z768-01 for Environmental Site Assessment (or as may be revised from time to time) by a qualified assessor. A record of the assessment must be kept by the MBQ for the life of the MLG. The MBQ also confirms that there is no evidence of contamination that may, upon exposure, constitute an identifiable risk to human health or to the natural environment.

THAT: Where section 89 of the *Indian Act* is applicable, the Council of the Band shall provide Her Majesty in Right of Canada with a waiver to the application of section 89 with respect to assets other than land.

THAT: The MBQ pledges  
N/A (fill in acceptable security). Note: Acceptable Security is defined as a security within the First Nation's control which is accessible to use as a payment if required. To avoid conflict of interest, the security must not be under the control of the Minister. \* OPTIONAL

THAT: The MBQ agrees that if the Minister pays under the Guarantee Agreement in respect of the Ministerial Loan Guarantee, the amount paid by the Minister is a debt due and immediately repayable by the MBQ to the Minister, and, in addition to any other remedies available to the Minister, the debt plus any interest that may accrue, may be recovered by set off in one or more installments as the Minister may determine, against payments made by Canada to the MBQ pursuant to any Funding Agreements in effect from time to time.

THAT: Notwithstanding paragraph 10, the Minister and the MBQ may agree to enter into a repayment agreement.

THAT: In respect of the loan that is the subject matter of the Guarantee Agreement, if the Borrower (s) and the lender agree to renew the loan for another term, or agree to refinance the loan or transfer the loan to a new lender, or the lender assigns the loan to a new lender, the MBQ will continue to assume the obligations set out in paragraphs 1-11 above.

THAT: The MBQ provides the following supporting documentation (in addition to the BCR with prescribed clauses):

- A completed Ministerial Loan Guarantee application form;
- A project description for the purposes of Environmental Assessment;
- A copy of either a Letter of Intent or Loan Agreement from the lender or a CMHC Commitment Letter; and
- A site map of the project.

THAT: the promises/commitments made herein are irrevocable.  
M.C.R. #2012/13-114.

Carried.

MOTION #16: Moved by Carl E. (Ted) Maracle, seconded by Roy C. Maracle to go in private. (12:30 p.m.)

Carried.

Summary of Private Minutes:

- Approved the Private Minutes: January 23, 2013; January 30, 2013;

Recorded by:  
Shelley Bowden

Dan Brant  
Chief Administration Officer

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Chief R. Donald Maracle