

**TYENDINAGA MOHAWK COUNCIL MINUTES
MAY 22, 2018**

A meeting of the Tyendinaga Mohawk Council was held on Tuesday, May 22, 2018 at 9:30 a.m. in the Council Chambers.

Present: Chief R. Donald Maracle
Councillors: Josh Hill, Carl E. (Ted) Maracle

Regrets: Debra A. Vincent, Stacia L. Loft

Staff: David Souliere, CAO; Shelley Bowden, Executive Administrative Assistant

MOTION #1: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill that the Tyendinaga Mohawk Council Minutes of May 7, 2018 be approved.
Carried.

MOTION #2: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to acknowledge the Administrative Update.
Carried.

Susan Barberstock, Director of Community Wellbeing, Brandi Hildebrand, Manager of Mohawk Family Services and Amber Crowe, Executive Director Dnaagdawenmag Binnoojiiyag Child & Family Services attended to discuss locating their regional office on the MBQ territory.

MOTION #3: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to acknowledge the presentation by Amber Crowe, Executive Director Dnaagdawenmag Binnoojiiyag Child & Family Services regarding locating their regional office on the MBQ territory and a follow up meeting to occur on June 18, 2018 at 10:00 a.m.
Carried.

MOTION #4: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to reschedule the Tyendinaga Mohawk Council Local Business meeting on May 28, 2018 to May 29, 2018 at 7:00 p.m.
Carried.

Council confirmed the following scheduled meetings:

- May 26 & 27, 2018 – Mohawk Landing
- May 29, 2018, 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- June 4, 2018, 9:30 a.m. – Tyendinaga Mohawk Council Regular
- June 4, 2018, 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- June 11 – 13, 2018 – Association of Iroquois and Allied Indians Annual General Assembly in Oneida
- June 18, 2018, 9:30 a.m. - Tyendinaga Mohawk Council Regular
- June 25, 2019, 7:00 p.m. - Tyendinaga Mohawk Council Local Business
- June 26 – 28, 2018 – All Ontario Chief's Conference in Nipissing
- July 9, 2018, 9:30 a.m. – Tyendinaga Mohawk Council Regular
- July 16, 2018, 9:30 a.m. – Tyendinaga Mohawk Council Local Business
- July 23, 2018, 9:30 a.m. – Tyendinaga Mohawk Council Regular
- July 24 – 26, 2018 – Assembly of First Nations Annual General Assembly in Vancouver
- July 30, 2018, 9:30 a.m. – Tyendinaga Mohawk Council Local Business

- MOTION #5: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill that the following meetings occur outside of the Territory:
Chief: attending the INAC Water Meeting on May 28, 2018 in Toronto; attending the Standing Committee on Health on May 31, 2018 in Ottawa.
Carried.
- MOTION #6: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to pay the Blaney McMurtry invoice #633365 in the amount of \$300.00 regarding Collection of Andrew Clifford Maracle (Miracle) Judgment; #633366 in the amount of \$200.00 regarding Smart v MBQ et al.
Carried.
- MOTION #7: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve the Ministry of Education 2018-2019 Service Agreement for the Eksa'okon:a Childcare Centre.
Carried.
- MOTION #8: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to defer the Eksa'okon:a Childcare Centre – Parent Issues & Concerns Policy for full Council review.
Carried.
- MOTION #9: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to defer the Eksa'okon:a Childcare Centre – Playground Policy for full Council review.
Carried.
- MOTION #10: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to defer the Eksa'okon:a Childcare Centre – Administration of Medication Policy for full Council review.
Carried.
- MOTION #11: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to defer the Eksa'okon:a Childcare Centre – Compliance and Monitoring Contraventions Policy for full Council review.
Carried.
- MOTION #12: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve signing a letter for Garret Dennis Maracle for the fees to be waived for the application for his Possession and Acquisition License (PAL).
Carried.
- MOTION #13: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve the Harvesting Permission Application for Paul Cadeau.
Carried.
- MOTION #14: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve the Harvesting Permission Application for Lionel Cadeau.
Carried.
- Note: The Land Transfers from Della Maracle to Della Maracle and Matthew Barnhardt and the Land Transfer from Della Maracle to Della Maracle and Rhonda Wilson, have been deferred due to the conflict of interest for Carl E. (Ted) Maracle.
- MOTION #15: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to acknowledge the Land Transfer from Kevin Arthur Loft to Dorothy Luellen & John David Green, the whole of Lot 12A-4, Concession 2, as shown on Plan No. CLSR 99297.

Carried.

MOTION #16: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to acknowledge the Land Transfer from Dorothy Luellen & John David Green to Amy Marion Maracle, the whole of Lot 20D-3-1, Concession A, as shown on Plan No. RSO 869.

Carried.

MOTION #17: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to acknowledge the Land Transfer from Terry Allen Maracle to Tara Marie Joy Green & Jason Christopher Maracle the whole of Lot 22B-14, Concession 2, as shown on Plan No. CLSR 95304.

Carried.

MOTION #18: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill acknowledge the Land Transfer from Terry Allen Maracle to Tara Marie Joy Green & Jason Christopher Maracle the whole of Lot 22B-13, Concession 2, as shown on Plan No. CLSR 95304.

Carried.

MOTION #19: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to acknowledge the Land Transfer from Susannah Vivian Maracle to Brendan David McLaughlin the whole of Lot 7-2, in part of Lot 32, Concession A, as shown on Plan No. CLSR 62997.

Carried.

MOTION #20: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to acknowledge the Land Transfer from Bernard Charles & Carol Ann Brant to Bernard Charles & Carol Ann Brant and Suzanne Jeanette Brant, the whole of Lot 23A-1-2, Concession A, as shown on Plan No. RSO 5443R.

Carried.

MOTION #21: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to acknowledge the Land Transfer from Bernard Charles & Carol Ann Brant to Bernard Charles & Carol Ann Brant and Suzanne Jeanette Brant, the whole of Lot 6A-10, Concession 1, as shown on Plan No. RSO 6689R.

Carried.

MOTION #22: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to pay the Templeman invoice #82501 in the amount of \$118.08 regarding FiberNet.

Carried.

MOTION #23: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to pay the Alan Pratt invoice #5179 in the amount of \$19,933.46 regarding Culbertson Tract Land Claim.

Carried.

MOTION #24: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle that WHEREAS, The Mohawks of the Bay of Quinte requests that the Minister of Indigenous and Northern Affairs Canada approve a Guarantee Agreement, so that the Mohawks of the Bay of Quinte may obtain a loan for the construction, acquisition or renovation of housing on unencumbered land under the control of the Mohawks of the Bay of Quinte.

WHEREAS, The following information is correct:

- Name of the Project: MBQ Phase 8
- Number of Units: 6

- Amount of money invested by the Mohawks of the Bay of Quinte: \$0.00
- Loan amount requested from the lender: \$1,080,000
- Total value of the project: \$1,080,000

WHEREAS, The Mohawks of the Bay of Quinte has informed itself of and understands the Ministerial Loan Guarantee requirements and agrees to the attached Appendix "A" "Ministerial Loan Guarantee Terms and Conditions".

WHEREAS, The loan, if granted, will provide for the construction, acquisition, or renovation of housing on lands as defined in Appendix "A" "Ministerial Loan Guarantee Terms and Conditions".

WHEREAS, Services and utilities for the project will be in place by the completion of the project.

WHEREAS, The Mohawks of the Bay of Quinte certifies that all housing units constructed, acquired or renovated will be inspected by qualified inspectors who must confirm that they meet or exceed the National Building Code (NBC) standards and other applicable code

standards. The Mohawks of the Bay of Quinte agrees that the record of inspection and record of compliance to the NBC standards and other applicable code standards will be kept on file by the Mohawks of the Bay of Quinte for the life of the Ministerial Loan Guarantee.

WHEREAS, The project will comply with the *Yukon Environmental and Socio-Economic Assessment Act* (YESAA) or the *Canada Environmental Assessment Act, 2012* (CEAA 2012), and the Mohawks of the Bay of Quinte acknowledges that the Minister will make a determination of environmental effects, pursuant to section 67 of CEAA 2012, for projects not requiring a federal environmental assessment, as per the departmental Environmental Review Process.

WHEREAS, The Mohawks of the Bay of Quinte, in undertaking the project, will practice due diligence and inform itself of its obligations and responsibilities associated with all applicable federal environmental statutes and regulations including the *Canadian Environmental Protection Act, Species at Risk Act* and the *Fisheries Act* in order to avoid potential violations.

WHEREAS, An Environmental Site Assessment has been carried out on the subject property, either individually or as part of a subdivision 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 will be kept by the Mohawks of the Bay of Quinte for the life of the Ministerial Loan Guarantee.

WHEREAS, The Mohawks of the Bay of Quinte confirms that there is no evidence of contamination that may, upon exposure, constitute an identifiable risk to human health or to the natural environment;

WHEREAS, Where section 89 of the *Indian Act* is applicable, the Mohawks of the Bay of Quinte shall provide Her Majesty in Right of Canada with a waiver to the application of section 89 with respect to assets other than land;

WHEREAS, *OPTIONAL: The Mohawks of the Bay of Quinte pledges as Acceptable Security (provide a description of the acceptable security). To avoid conflict of interest, the security must not be under the control of the Minister. *Please fill if the Minister requested that the Mohawks of the Bay of Quinte provide an Acceptable Security.

WHEREAS, The Mohawks of the Bay of Quinte 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 Mohawks of the Bay of Quinte to the Minister. 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 any payments that otherwise would be made by Canada to the Mohawks of the Bay of Quinte.

WHEREAS, Notwithstanding paragraph 13 at the option of the Minister, the Minister and the Mohawks of the Bay of Quinte may agree to enter into a repayment agreement.

WHEREAS, Mohawks of the Bay of Quinte 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 Mohawks of the Bay of Quinte will continue to assume the obligations set out in this Council Resolution

WHEREAS, Along with this Council Resolution, the Mohawks of the Bay of Quinte provides the following supporting documentation:

- A completed Ministerial Loan Guarantee application form;
- A project description for the purposes of Environmental Review Process;
- A CMHC Certificate of Insurance;
- A CMHC Operating Agreement;
- A copy of either a Letter of Intent or Loan Agreement from the lender or a CMHC conditional commitment letter; and
- A site map, including the address for each housing unit under the Ministerial Loan Guarantee application form (if available).

WHEREAS, For the purposes of this Council Resolution, the following definitions form part of the Ministerial Loan Guarantee Terms and Conditions:

"Acceptable Security" means a security within a Mohawks of the Bay of Quinte's control which is accessible to use as a payment to the Minister if a Mohawks of the Bay of Quinte Council has defaulted on a Loan, and includes stockholdings, bondholdings, real property, and moveable assets, but does not include any security under the control of the Minister.

"Environmental Assessment" means an assessment of the environmental effects of a project defined by the *Regulations Designating Physical Activities* that is conducted in accordance with the *Canadian Environmental Assessment Act, 2012* (CEAA 2012) or the *Yukon Environmental Socio-Economic Assessment Act* (YESAA). A federal Environmental Assessment may be administered by one of three authorities: Canadian Environmental Assessment Agency, Canadian Nuclear Safety Commission, or the National Energy Board.

“Environmental Review” means an analysis of environmental effects, pursuant to Section 67 of the *Canadian Environmental Assessment Act, 2012* by which the Minister makes a determination on the likelihood of a Project to cause significant adverse environmental effects before allowing the project to proceed. This type of review is for projects defined by the Section 66 of the *Canadian Environmental Assessment Act, 2012*, but not subject to a federal environmental assessment.

WHEREAS, For the purposes of this Council Resolution, the following definition of “Environmental Site Assessment” replaces the definition provided in the Ministerial Loan Guarantee Terms and Conditions:

“Environmental Site Assessment” means an Environmental Site Assessment as prescribed by the Canadian Standards Association (CSA) Standard Z768 entitled: *Environmental Site Assessment*, describing a systematic process by which an assessor determines whether a particular property is or may be subject to actual or potential contamination, but does not refer to an Environmental Assessment, as may be required pursuant to the *Canadian Environmental Assessment Act, 2012* or the *Yukon Environmental Socio- Economic Assessment Act*.

WHEREAS, The commitments made herein are irrevocable.

Carried.

MOTION #25: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve signing the Ministry of Health and Long Term Care Home and Community Care funding Agreement.

Carried.

MOTION #26: Moved by Josh Hill, seconded by Carl E. (Ted) Maracle to go in private. (1:12 p.m.)

Carried.

Recorded by:
Shelley Bowden
Executive Administrative Assistant

Chief R. Donald Maracle