

**TYENDINAGA MOHAWK COUNCIL MINUTES
MARCH 9, 2022**

A meeting of the Tyendinaga Mohawk Council was held on Wednesday, March 9, 2022 at 9:30 a.m. in the Council Chambers.

Present: Chief R. Donald Maracle
Councillors: Josh Hill, Stacia L. Loft, Carl E. (Ted) Maracle and Chris Maracle

Staff: David Souliere, CAO; Angela Maracle, Senior Director of Operations; Shelley Bowden, Executive Administrative Assistant and Recording Secretary to Council

Councillor Josh Hill opened with the Ohen:ton Karihwatehkwen.

MOTION #1: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to adopt the Agenda as updated. Carried.

MOTION #2: Moved by Josh Hill, seconded by Chris Maracle that the Tyendinaga Mohawk Council Minutes of February 15, 2022 be approved as corrected. Carried.

MOTION #3: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle that this meeting go into private. (10:00 a.m.) Carried.

Council confirmed the following scheduled meetings:

- March 16, 2022 – 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- March 23, 2022 – 9:30 p.m. – Tyendinaga Mohawk Council Regular
- March 30, 2022 – 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- April 6, 2022 – 9:30 p.m. – Tyendinaga Mohawk Council Regular
- April 13, 2022 – 7:00 p.m. – Tyendinaga Mohawk Council Local Business
- April 20, 2022 – 9:30 p.m. – Tyendinaga Mohawk Council Regular
- April 27, 2022 – 7:00 p.m. – Tyendinaga Mohawk Council Local Business

MOTION #5: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to change the April 6, 2022 TMC meeting to April 5, 2022. Carried.

TMC discussed the Grand Opening of the new Fire Hall, and the issue of the lighting in the parking lot.

MOTION #6: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve staff to investigate parking lot lighting at the new Fire Hall and revisit the Grand Opening until the lighting issue is addressed. Carried.

TMC discussed the request from Apple Maps to conduct an Indigenous Lands Project for the Tyendinaga Territory.

MOTION #7: Moved by Josh Hill, seconded by Stacia L. Loft to approve to support the request from Apple Maps to conduct an Indigenous Lands Project for the Tyendinaga Mohawk Territory. Carried.

MOTION #8: Moved by Stacia L. Loft, seconded by Josh Hill to approve to schedule Allison Lynn, MBQ's Woodland Cultural Centres Board Representative to provide an update on the Woodland Cultural Centre. Carried.

TMC discussed Election Reform and David Souliere, CAO and Lisa Maracle, Director of Community Services will draft a Request for Proposals and resubmit to the TMC Agenda for review.

MOTION #9: Moved by Chris Maracle, seconded by Carl E. (Ted) Maracle to approve to pay the Alan Pratt invoice #6008 in the amount of \$6,124.69; #6021 in the amount of \$6,954.50; #6038 in the amount of \$4,173.00 regarding Culbertson Tract Land Claim Partial Settlement; and #6009 in the amount of \$496.00 regarding Turton Penn loss of Use.

Carried.

Abstained: Stacia L. Loft.

MOTION #10: Moved by Carl E. (Ted) Maracle, seconded by Stacia L. Loft to approve to pay the Hicks Morley invoice #600985 in the amount of \$1,831.00 and #600986 in the amount of \$6,872.46 regarding Human Resources.

Carried.

MOTION #11: Moved by Josh Hill, seconded by Stacia L. Loft to approve Chief Maracle and Tanya King Maracle, Policy Analyst attend the AFN Virtual Forum on Policing & Restorative Justice on April 6 & 7, 2022.

Carried.

MOTION #12: Moved by Carl E. (Ted) Maracle, seconded by Josh Hill to approve Chief Maracle attend the Public Safety Canada Engagement Session #4 on March 28, 2022, Councillor Stacia L. Loft attend Session #9 on April 14, 2022 and Tanya King Maracle attend one of the sessions for First Nations Police Services as an essential service.

Carried.

MOTION #13: Moved by Stacia L. Loft, seconded by Chris Maracle to approve that the Research Department proceed with the Last Post Project – Phase 1, Placing markers for WW1 veterans.

Carried.

MOTION #14: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to approve signing the Aboriginal Labour Force Development Circle 2022/2023 funding Agreement in the amount of \$1,712,417.00 for the Employment and Training Program.

Carried.

TMC discussed a land encroachment issue.

MOTION #15: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to approve staff further investigate and provide a recommendation to address the land encroachment issue on the Upper Slash Road.

Carried.

MOTION #16: Moved by Josh Hill, seconded by Stacia L. Loft to approve signing the letter of support for Tsi Tyonnheht Onkwawen:na to pursue a Canadian Radio-television and telecommunications Commission's (CRTC) "Native B" license to operate a traditional community radio station.

Carried.

Tom Kring, Director of Housing and BPM attended to discuss Housing agenda items.

MOTION #17: Moved by Chris Maracle, seconded by Carl E. (Ted) Maracle that the Tyendinaga Mohawk Council

DOES HEREBY RESOLVE THAT:

1. The First Nation requests that Indigenous Services Canada approve a Guarantee Agreement, so that the First Nation may obtain a loan for the

construction, acquisition or renovation of housing on unencumbered land under the control of the First Nation.

2. The following information is correct:

i. Name of the Project: Number of Units:	3
ii. Amount of money invested by the First Nation:	\$192,100.00
iii. Loan amount requested from the lender:	\$713,562.00
iv. Total value of the project:	\$905,100.00

3. The First Nation has informed itself of, and understands the Ministerial Loan Guarantee requirements and agrees to the attached Appendix "A" "Ministerial Loan Guarantee Terms and Conditions".

4. 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".

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

6. The First Nation 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 First Nation 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 First Nation for the life of the Ministerial Loan Guarantee.

7. 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 First Nation 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.

8. The First Nation, 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.

9. An 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 will be kept by the First Nation for the life of the Ministerial Loan Guarantee.

10. The First Nation confirms that there is no evidence of contamination that may, upon exposure, constitute an identifiable risk to human health or to the natural environment;

11. Where section 89 of the *Indian Act* is applicable, the First Nation shall provide Her Majesty in Right of Canada with a waiver to the application of section 89 with respect to assets other than land;

12. *OPTIONAL: The First Nation pledges _____ as Acceptable Security 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 First Nation provide an Acceptable Security.

13. The First Nation agrees that if the Minister pays under the Guarantee Agreement in respect of the Ministerial Loan Guarantee, the amount paid

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

by the Minister is a debt due and immediately repayable by the First Nation 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 First Nation.

14. Notwithstanding paragraph 13 at the option of the Minister, the Minister and the First Nation may agree to enter into a repayment agreement.
15. In respect of the loan that is the subject matter of the Guarantee Agreement, if the First Nation 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 First Nation will continue to assume the obligations set out in this Council Resolution.
16. Along with this Council Resolution, the First Nation 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;
17. 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 First Nation's control which is accessible to use as a payment to the Minister if a First Nation 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.

18. 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*.

M.C.R. #2021/22-073.

Carried.

TMC went into private at 1:30 p.m. for a meeting with Legal Counsel to discuss the Culbertson Tract Land Claim Partial Settlement.

Tom Kring, Director of Housing and BPM left and returned after the meeting with Legal Counsel.

TMC returned at 3:45 p.m.

MOTION #18: Moved by Chris Maracle, seconded by Stacia L. Loft to approve the 2 WATC Tiny Homes be placed at the former Davis Property in Shannonville.

Carried.

MOTION #19: Moved by Chris Maracle, seconded by Josh Hill to approve to create a program to offer these units as emergency accommodations that will utilize a point system for placement.

Carried.

MOTION #: Moved by Chris Maracle, to approve one WATC Tiny Home be placed at 1148 Ridge Road and the other be placed at the former Davis Property in Shannonville.

NO SECONDER

MOTION #20: Moved by Chris Maracle, seconded by Stacia L. Loft to acknowledge the New Housing Development Preliminary Planning.

Carried.

TMC went into Private at 4:42 p.m. to discuss Housing agenda items.

TMC returned to Regular at 6:06 p.m. to complete the TMC agenda.

MOTION #29: Moved by Chris Maracle, seconded by Carl E. (Ted) Maracle to approve the addition of another Desktop Technician to the MBQ Organizational Structure.

Carried.

MOTION #30: Moved by Stacia L. Loft, seconded by Josh Hill to acknowledge the update from Kelly Maracle, Director of Human Resources regarding the position of Executive Assistant to the Chief.

Carried.

MOTION #31: Moved by Carl E. (Ted) Maracle, seconded by Chris Maracle to approve to pay the Andrea St. Bernard invoice #2201 in the amount of \$8,920.00 regarding Corporations Maintenance, Belleville Condo Purchase and Economic Development Corporation and invoice #2208 in the amount of \$2,475.00 regarding Corporation Maintenance and Belleville Condo Purchase.

Carried.

MOTION #32: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to defer the proposal for Non-Voting Elder & Youth Positions at the TMC meetings until the next TMC meeting.

Carried.

MOTION #33: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to defer the request that any meeting convened by the Tyendinaga Mohawk Council be opened with the Ohen:ton Karihwatehkwen (Thanksgiving Address) until the next TMC meeting.

Carried.

MOTION #34: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to defer the request for a presentation by AIAI on the Tobacco Project until the next TMC meeting.

Carried.

MOTION #35: Moved by Stacia L. Loft, seconded by Carl E. (Ted) Maracle to defer the request for TMC lateral violence training until the next TMC meeting.

Carried.

MOTION #36: Moved by Chris Maracle, seconded by Josh Hill that the Tyendinaga Mohawk Council hereby rescind 6 of the 7 Long Term Drinking Water Advisories for the MBQ Bayview Variety Apartments Public Water System, MBQ Trailer Park Public Water System and the MBQ Semi-Public Water System – subject to the June 2008 Boil Water Advisory remaining in effect for the Public Works Garage located at 38 Lower Slash Road as per the letters of recommendation from the Environmental Health Officer, FNIHB, ISC dated February 22, 2022 for the Bayview Apartments and the MBQ Trailer Park and letters dated March 8, 2022 rescinding and issuing the Boil Water Advisory for the Public Works Garage. M.C.R. #2021/22-074.

Carried.

MOTION #37: Moved by Stacia L. Loft, seconded by Josh Hill that this meeting be adjourned. (6:57 p.m.)

Carried.

Recorded by:
Shelley Bowden
Executive Administrative Assistant and Recording Secretary to Council

Chief R. Donald Maracle