

**TYENDINAGA MOHAWK COUNCIL MINUTES
DECEMBER 3, 2025**

A meeting of the Tyendinaga Mohawk Council was held on Wednesday, December 3, 2025 at 9:30 a.m. in the Council Chambers.

Present:

Councillors: Chase Ogwari Brant, Chris B. Brant, Kurtis Brant, Erin Ferrante, Lynda Leween and Chris M. Maracle

Regrets: Chief R. Donald Maracle attending the AFN Special Chiefs Assembly;

Staff: Angela Maracle, A/CAO; Shelley Bowden, Executive Administrative Assistant and Recording Secretary to Council; Charles Maracle, Executive Assistant to the Chief;

- MOTION #1: Moved by Chris B. Brant, seconded by Lynda Leween to appoint Councillor Erin Ferrante as Chair in the Chief's absence. Carried.
- MOTION #2: Moved by Lynda Leween, seconded by Chase Ogwari Brant to adopt the Agenda. Carried.
- MOTION #3: Moved by Kurtis Brant, seconded by Chris B. Brant that the Tyendinaga Mohawk Council Minutes of November 5, 2025 be approved. Carried.
- MOTION #4: Moved by Chris B. Brant, seconded by Chase Ogwari Brant to approve the following meetings outside of the territory:
Chief: attending the Senate Committee on Bill C-15 on December 9, 2025 in Ottawa;
Chief and Lynda: attending the Aboriginal Labour Force Development Circle Board meeting on December 10 & 11, 2025 in Toronto; Carried.
- MOTION #5: Moved by Lynda Leween, seconded by Chase Ogwari Brant to approve increasing the Chief's Honourarium from \$52,000.00 to \$65,000.00 and the Councillors from \$31,200.00 to \$39,000.00. and defer the benefits for TMC at this time. Carried.
- MOTION #6: Moved by Chris B. Brant, seconded by Kurtis Brant to defer the proposed final hammerhead design for Eli's Lane South for more information. Carried.
- MOTION #7: Moved by Chris M. Maracle, seconded by Chris B. Brant to approve the recommendation to complete servicing the Lower Slash Road and Mowbrays as the priority for water servicing and include North Church Lane and Clarence Road as provisional items to determine affordability. And approve the budget in the amount of \$8.5 Million. Carried.
- MOTION #8: Moved by Chris B. Brant, seconded by Chase Ogwari Brant to approve combining the Sanitation, Purification and the Holding Tank Incentive Policies into one Water/Wastewater sanitation Policy and expanding eligibility criteria to include all water and wastewater related expenses. Carried.

MOTION #9: Moved by Chris B. Brant, seconded by Chase Ogwari Brant to approve signing the letter for Akennhe Bardy Weatherdon confirming his membership and that he hunts for sustenance purposes. Carried.

MOTION #10: Moved by Chris B. Brant, seconded by Kurtis Brant to approve signing the letter for Griffen Conger confirming his membership and that he hunts for sustenance purposes. Carried.

MOTION #11: Moved by Chris B. Brant, seconded by Lynda Leween to approve suspending the MBQ membership Transfer Policy until further notice due to the number of our own members applying for membership. Carried.

MOTION #12: Moved by Chase Ogwarri Brant, seconded by Lynda Leween to approve the MBQ Risk Management Policy. Carried.

MOTION #13: Moved by Chase Ogwari Brant, seconded by Chris B. Brant that Whereas the Tyendinaga Mohawk Council has agreed to support the Detail Design of a new build Tyendinaga Tourist & Visitor Centre.

Whereas the Tyendinaga Mohawk Council is required by Indigenous Services Canada (ISC) as part of a CORP Funding Application to commit 10% to this portion of the project which comes to \$30,871.

Therefore be it resolved that the Tyendinaga Mohawk Council will commit the required funds for the Detail Design portion of the proposed new build of a Tyendinaga Tourist & Visitor Center upon approval from ISC. M.C.R. #2025/26-062.

Carried.

Councillors Lynda Leween and Chris M. Maracle – Negative Vote

MOTION #14: Moved by Chris B. Brant, seconded by Chase Ogwari Brant to approve the Business Registration Renewal for Threadworks, owner Scott Brant. Carried.

MOTION #15: Moved by Chris B. Brant, seconded by Chase Ogwari Brant that the land hereunder described and situated on the Tyendinaga Mohawk Territory be allotted to:

MATHEW ALLEN DANIEL WELDON

In accordance with section 20, subsection 1 of the Indian Act R.S.C. 1985, c. I-5

The whole of Lot 9 Tyendinaga Mohawk Industrial Park, Concession 1 as shown on Plan No. CLSR 95029. M.C.R. #2025/26-063.

Carried.

MOTION #16: Moved by Chase Ogwari Brant, seconded by Kurtis Brant to approve the following Land Transfer:

1. from Thomas Edward Green and Donna Maureen Green to Thomas Edward Green, Donna Maureen Green and Thomas Brennan David Green as Joint Tenants for LOT 30G-2-1 CONCESSION A CLSR 76356.
2. from Lisa Anne Brantfrancis to Mohawks of the Bay of Quinte for LOT 20A-1 CONCESSION 1 CLSR 70991, PARCEL A LOT 19 CONCESSION 2 CLSR 4489, PARCEL B LOT 21 CONCESSION 1 CLSR 51173 and LOT 20A-2-2 CONCESSION 1 RSO 3003.
3. from Tanya Joy Bardy to Tyler Galveston Green for LOT 30H-5 CONCESSION A RSO 5998R.

4. from Karen Elizabeth McConnell to Elizabeth Danielle McConnell for LOT 3-2 IN PART OF LOT 33 CONCESSION A CLSR 62997.
Carried.

MOTION #17: Moved by Lynda Leween, seconded by Chase Ogwari Brant to approve the revised Red Cedars Shelter Policy Manual.
Carried.

MOTION #18: Moved by Chris B. Brant, seconded by Kurtis Brant to approve signing the Association of Iroquois and Allied Indians, Memorandum of Understanding in the amount of \$12,000.00 for the delivery of youth culture camps.
Carried.

MOTION #19: Moved by Chris B. Brant, seconded by Chase Ogwari Brant to approve signing the Canadian Mental Health Association of Hastings Prince Edward, for the delivery through the provision of an Indigenous Community Outreach Worker at the Homelessness & Addiction Recovery & Treatment (HART) Hub in the amount of \$86,292.26.
Carried.

MOTION #20: Moved by Chase Ogwari Brant, seconded by Chris B. Brant to approve signing the Indigenous Services Canada (ISC) Agreement #2122-ON-000027, Amendment #0113 in the amount of \$615,014.00 for Jordans Principal Education Assistance; #0114 for Head Start Programs & Services - \$520,059.00, Head Start Partnership & Governance - \$30,609.00, Head Start Capital - \$146,280.00; #0115 for reporting changes; #0116 Child Oral Health - \$39,000.00.
Carried.

MOTION: to defer the Derick Wong invoices for further review. Motion introduced by Chris M. Maracle. Motion not seconded; motion failed.

MOTION #21: Moved by Lynda Leween, seconded by Chris B. Brant to approve to pay the Derick Wong invoices #889 in the amount of \$11,995.20, #890 in the amount of \$10,595.20, #891 in the amount of \$14,105.00, #892 in the amount of \$9,440.20, #893 in the amount of \$14,340.20, #894 in the amount of \$14,000.00, #895 in the amount of \$5,075.00 all invoices for Economic Development Matters.
Carried.

Councillor Chris M. Maracle – Negative vote

MOTION #22: Moved by Chris B. Brant, seconded by Kurtis Brant to approve to pay the JFK Law invoice #404145 in the amount of \$18,394.50 for Cannabis Enforcement.
Carried.

MOTION #23: Moved by Chase Ogwari Brant, seconded by Kurtis Brant to approve to pay the Hicks Morley invoices #715932 in the amount of \$2,088.00, #840955 in the amount of \$3,096.00, #843582 in the amount of \$8,668.00 all invoices for Human Resource Matters.
Carried.

MOTION #24: Moved by Chris B. Brant, seconded by Lynda Leween to approve the revision to the Mohawk Community Centre Rental Policy to increase the number of eligible applications from non-profit organizations or groups from one to three per year.
Carried.

MOTION #25: Moved by Chris B. Brant, seconded by Lynda Leween to defer the revision to the Mohawk Community Centre Rental Policy to increase the kitchen use rate from \$50.00 to \$250.00 and increase the deposit amount to \$300.00 per floor.
Carried.

- MOTION #26: Moved by Chase Ogwari Brant, seconded by Lynda Leween to approve signing the Hydro One Customer Service Contract for the Head Start Addition.
Carried.
- MOTION #27: Moved by Chase Ogwari Brant, seconded by Kurtis Brant to approve signing the Canada Mortgage and Housing Corporation (CMHC) Section 95 Loan Renewal for Phase 6.
Carried.
- MOTION #28: Moved by Kurtis Brant, seconded by Chris B. Brant to defer that PURSUANT to the bylaws of the Mohawks of the Bay of Quinte with respect to the construction and renovations of homes and property on the First Nation, Chief and Council hereby direct the as follows:
- WHEREAS: The Chief and Council of the Mohawks of the Bay of Quinte have the power and authority to act for and on behalf of the members of the Mohawks of the Bay of Quinte as provided by and set out under the Indian Act (Canada) and
- WHEREAS: the Mohawks of the Bay of Quinte is the authority having jurisdiction (AHJ) for the reserve lands and is responsible for the enforcement of the National Building Code, provincial building codes, other codes and standards for new construction and renovations and zoning requirements and
- WHEREAS: the Mohawks of the Bay of Quinte requires asset management of their buildings, infrastructure and
- WHEREAS: the Mohawks of the Bay of Quinte requires inspection of construction and renovation projects to ensure building code compliance of the completion of a construction phase or renovation and
- THEREFORE BE IT RESOLVED: that the Mohawks of the Bay of Quinte hereby retains 3DRBI to coordinate remote building inspections or asset management and authorizes 3DRBI and its agents or contractors to conduct building code inspections in accordance with applicable building codes and other standards by using a video created by a representative of the Mohawks of the Bay of Quinte, it being acknowledged and agreed that: (i) the video/reality capture may not clearly show the construction or renovation structure to determine code compliance and other standards; (ii) all building permit approval documentation used within the Mohawks of the Bay of Quinte's jurisdiction are to be provided to 3DRBI; (iii) there will be no inspection for asbestos; (iv) there will be no physical onsite inspections of a building to identify physical deficiencies of the property unless the Mohawks of the Bay of Quinte so requests and pays the additional costs for same; and (iv) the Mohawks of the Bay of Quinte] will indemnify 3DRBI and its related entities, agents and contractors and each of their respective employees, agents, inspectors and other representatives with respect to any errors or omissions which may occur in relation to the 360 degree camera/reality capture and related inspection including due to any failure to find concealed defects whether because of the quality, clarity or completeness of the video provided by or on behalf of the Mohawks of the Bay of Quinte or otherwise
- THEREFORE BE IT FURTHER RESOLVED: that Chief R. Donald Maracle, Chief or Angela Maracle, A/CAO are hereby authorized to execute and deliver the agreement with 3DRBI on the terms and conditions contained in the proposed agreement between the

Mohawks of the Bay of Quinte and 3DRBI, a copy of which has been presented to and reviewed by Chief and Council with such changes as the Chief or A/CAO may otherwise agree upon on behalf of the Mohawks of the Bay of Quinte and R. Donald Maracle, Chief or Angela Maracle, A/CAO are hereby authorized to make such changes to the said agreement, to execute and deliver the said agreement on behalf of the Mohawks of the Bay of Quinte and to do all other acts and things on behalf of the Mohawks of the Bay of Quinte as deems necessary or desirable in connection with the foregoing.

Carried.

MOTION #29: Moved by Chris B. Brant, seconded by Lynda Leween to defer the new RRAP process that includes a community expression of interest followed by an application intake that reviews applicant through a selection committee based on the proposed point system.

Carried.

MOTION #30: Moved by Chase Ogwari Brant, seconded by Kurtis Brant that Be it Resolved That We, the Council of TYENDINAGA MOHAWK TERRITORY #38, representing the MOHAWKS OF THE BAY OF QUINTE (the "First Nation"), at a duly convened meeting of Council held on December 3, 2025 and having reviewed the sketch provided by Hydro One Networks Inc. attached hereto as Schedule "A" ("Sketch") in respect of the new or modified connection at 5655 Old Hwy 2, Shannonville, ON to the electricity distribution system approve the proposed location of the poles, anchors, conductors and equipment identified in the Sketch on the TYENDINAGA MOHAWK TERRITORY #38. M.C.R. #2025/26-064.

Carried.

MOTION #31: Moved by Chris B. Brant, seconded by Kurtis Brant to approve awarding the new water service for the automatic sprinkler system at the Elders Lodge contract to Build All Contractors in the amount of \$136,114.03 and the total budget of \$164,225.00.

Carried.

MOTION #32: Moved by Chris M. Maracle, seconded by Kurtis Brant to defer the addition of the Administrative Assistant to the Director of Education, Language & Culture to the MBQ Organizational Structure.

Carried.

MOTION #33: Moved by Chris M. Maracle, seconded by Kurtis Brant to defer the addition of the Youth Enrichment & Development Manager to the MBQ Organizational Structure.

Carried.

MOTION #34: Moved by Chris M. Maracle, seconded by Kurtis Brant to defer the addition of the Community Consultation Coordinator to the MBQ Organizational Structure.

Carried.

MOTION #35: Moved by Chris B. Brant, seconded by Chris M. Maracle to approve proceeding with the land transfer of Lot 25J-1, Lot 24G-6, Lot 25-2, and Lot 25-1-2, all concession A from Andrew Clifford Miracle to MBQ to satisfy the Court Order dated August 14, 2013. These lands will go out for sale by public tender.

Carried.

MOTION #36: Moved by Chris M. Maracle, seconded by Chris B. Brant to defer setting an Economic Development Board Meeting for the newly elected Council to discuss.

Carried.

MOTION #37: Moved by Kurtis Brant, seconded by Chase Ogwari Brant that WHEREAS, the Water & Sewer Agreement between the Mohawks of the Bay of Quinte and the Town of Deseronto dated November 10, 2000, and the Cost Sharing Agreement for the Water Treatment Plant Upgrades dated October 9, 2017, have expired, and

WHEREAS, both parties wish to extend and continue these Agreements in the interim; and

WHEREAS, the Agreements shall be extended for an additional term of three (3) months, commencing upon the expiration of the original term and expiring on January 31, 2026. This extension will allow for the new Tyendinaga Mohawk Council to take office and will carry both parties through the holiday season.

WHEREAS, this extension shall remain subject to the same terms and conditions as contained in the original Agreements.

THEREFORE BE IT RESOLVED, Tyendinaga Mohawk Council agrees to extending the term of the existing agreements until January 31, 2026 while the updated agreement is finalized. M.C.R. #2025/26-068.

Carried.

MOTION #38: Moved by Chase Ogwari Brant, seconded by Lynda Leween to approve the submission of the proposal to the Ontario Ministry of Transportation Indigenous Transportation Initiatives Fund.

Carried.

MOTION #39: Moved by Kurtis Brant, seconded by Lynda Leween to approve to pay the Alan Pratt invoices #6421 in the amount of \$1,662.50 for Culbertson Tract Land Claim; #6422 in the amount \$1,210.00 for Surrender No.24; #6423 in the amount of \$400.00 for the Culbertson Tract Addition to Reserve

Carried.

Tom Kring attended the meeting and provided clarification on the deferred building inspector agenda item and the RRAP 2026-2027 agenda item.

Council had enough information to approve the 2 agenda items.

MOTION #40: Moved by Chase Ogwari Brant, seconded by Chris B. Brant to approve that PURSUANT to the bylaws of the Mohawks of the Bay of Quinte with respect to the construction and renovations of homes and property on the First Nation, Chief and Council hereby direct the as follows:

WHEREAS: The Chief and Council of the Mohawks of the Bay of Quinte have the power and authority to act for and on behalf of the members of the Mohawks of the Bay of Quinte as provided by and set out under the Indian Act (Canada) and

WHEREAS: the Mohawks of the Bay of Quinte is the authority having jurisdiction (AHJ) for the reserve lands and is responsible for the enforcement of the National Building Code, provincial building codes, other codes and standards for new construction and renovations and zoning requirements and

WHEREAS: the Mohawks of the Bay of Quinte requires asset management of their buildings, infrastructure and

WHEREAS: the Mohawks of the Bay of Quinte requires inspection of construction and renovation projects to ensure building code

compliance of the completion of a construction phase or renovation and

THEREFORE BE IT RESOLVED: that the Mohawks of the Bay of Quinte hereby retains 3DRBI to coordinate remote building inspections or asset management and authorizes 3DRBI and its agents or contractors to conduct building code inspections in accordance with applicable building codes and other standards by using a video created by a representative of the Mohawks of the Bay of Quinte, it being acknowledged and agreed that: (i) the video/reality capture may not clearly show the construction or renovation structure to determine code compliance and other standards; (ii) all building permit approval documentation used within the Mohawks of the Bay of Quinte's jurisdiction are to be provided to 3DRBI; (iii) there will be no inspection for asbestos; (iv) there will be no physical onsite inspections of a building to identify physical deficiencies of the property unless the Mohawks of the Bay of Quinte so requests and pays the additional costs for same; and (iv) the Mohawks of the Bay of Quinte] will indemnify 3DRBI and its related entities, agents and contractors and each of their respective employees, agents, inspectors and other representatives with respect to any errors or omissions which may occur in relation to the 360 degree camera/reality capture and related inspection including due to any failure to find concealed defects whether because of the quality, clarity or completeness of the video provided by or on behalf of the Mohawks of the Bay of Quinte or otherwise

THEREFORE BE IT FURTHER RESOLVED: that Chief R. Donald Maracle, Chief or Angela Maracle, A/CAO are hereby authorized to execute and deliver the agreement with 3DRBI on the terms and conditions contained in the proposed agreement between the Mohawks of the Bay of Quinte and 3DRBI, a copy of which has been presented to and reviewed by Chief and Council with such changes as the Chief or A/CAO may otherwise agree upon on behalf of the Mohawks of the Bay of Quinte and R. Donald Maracle, Chief or Angela Maracle, A/CAO are hereby authorized to make such changes to the said agreement, to execute and deliver the said agreement on behalf of the Mohawks of the Bay of Quinte and to do all other acts and things on behalf of the Mohawks of the Bay of Quinte as deems necessary or desirable in connection with the foregoing.

Carried.

MOTION #41: Moved by Chase Ogwari Brant, seconded by Chris B. Brant to approve the new RRAP process that includes a community expression of interest followed by an application intake that reviews applicant through a selection committee based on the proposed point system.

Carried.

MOTION #42: Moved by Chase Ogwari Brant, seconded by Chris B. Brant that **Whereas** there is a need for the First Nation to be prepared for Wildland Urban Interface Fire risk, which potentially threatens First Nation people and assets

Whereas The First Nation has been working with our Emergency Management Liaison to complete the Community Wildfire Risk Assessment and finalize the Emergency Response Plan. To complete this work promptly and execute the plan, the First Nation is seeking the support of Indigenous Services Canada through ISC's Wildland and Urban Interface Fire Protection program.

Whereas The First Nation is seeking financial support in the amount of \$100,000. These funds are needed to purchase a 1-ton 4X4 pickup truck and customize it for use as a wildland urban interface fire apparatus. Our current fire truck cannot safely access many remote, narrow, or rugged areas in the community and surrounding lands. The new fire apparatus provides the towing capacity and off-road clearance needed to pull our portable water trailer (already owned by the community) into these hard-to-reach areas. The truck will be equipped with a slip-on water tank, loadable gear box, emergency lighting, signage, fire suppression articles, and a tow package to pull the portable water trailer.

Whereas the First Nation is committed to adding this additional apparatus to the fire operation as soon as possible and will take responsibility for any cost overruns, should they occur.

Whereas The First Nation Fire Department will work with all stakeholders to ensure that emergency response personnel are trained and supported in wildland-urban interface fire operations. This component of the operation will be integrated into the overall fire service within the community.

Therefore, Be It Resolved that the First Nation supports a funding application to enhance capacity and meet equipment and vehicle requirements for Wildland-Urban Interface fire protection, and

Further Be It Resolved that the First Nation will house, maintain, provide labour, obtain insurance and use the equipment in accordance with the MERP, CWPP, NFPA standards and other relevant requirements. M.C.R. 2025/26-067.

Carried.

Council discussed the proposed final hammerhead design for Eli’s Lane South after Councillors visited the site.

Council was satisfied with the clarification on the requested information that was provided by Community Infrastructure.

MOTION #43: Moved by Chris B. Brant, seconded by Kurtis Brant to approve the hammerhead design for Eli’s Lane South.

Carried.

MOTION #44: Moved by Chase Ogwari Brant, seconded by Lynda Leween that this meeting go into private. (11:50 a.m.)

Carried.

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

Chief R. Donald Maracle