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MOHAWKS OF AKWESASNE TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

The Mohawks of Akwesasne, a "band" within the meaning of *the Indian Act*, as represented by the Mohawk Council of Akwesasne

(hereinafter called the "Mohawks of Akwesasne")

AND:

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Her Majesty the Queen in Right of Canada, as represented by the Minister of ~~Indian Affairs and Northern Development~~ **Crown-Indigenous Relations**

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. In 1981 (and revised in 1998), the Mohawks of Akwesasne submitted the Tsikaristisere/Dundee Claim under Canada's Specific Claims Policy, alleging, among other things, that: the February 16, 1888 surrender was invalid; all leasing prior to February 16, 1888 of the lands covered by the February 16, 1888 surrender was illegal; and Canada breached its fiduciary obligations with respect to these matters;
- B. By letter dated March 10, 1988 (and December 20, 2002 for the revised claim), Canada accepted the Tsikaristisere/Dundee Claim for negotiation under the Specific Claims Policy; and
- C. Canada and the Mohawks of Akwesasne have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Tsikaristisere/Dundee Claim.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE MOHAWKS
OF AKWESASNE AGREE AS FOLLOWS:

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1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"1888 Surrender"** means the surrender in 1888 by instrument dated the 16th day of February, 1888 of the Dundee Lands;
- (b) **"Additions to Reserve/Reserve Creation Policy"** means the Department's policy and procedural guidelines in effect at the time of and pertaining to a First Nation's application for the granting of reserve status to land;
- (c) **"Acquired Land"** means, for any one application to have lands set aside as reserve under this Settlement Agreement, one or more parcels of land within either the Ontario Selection Area or the Québec Selection Area, the acreage of which is, taking the aggregate of all lands set aside or in the process of being set aside under this Agreement, not in excess of the limits stipulated in Article 5.0;
- (d) **"Akwesasne Membership Roll"** means a list of persons' names that is maintained under sections 8 and 10 of the *Indian Act* by the Mohawks of Akwesasne;
- (e) **"Ballot Question"** means the question asked of the Voters in a Referendum as set out in Schedule 1;
- (f) **"Canada"** means Her Majesty the Queen in Right of Canada, as represented by the Minister of ~~Indian Affairs and Northern Development~~ **Crown-Indigenous Relations** AB
- (g) **"Claim"** means all matters, issues, allegations, actions, causes of action, suits, claims, damages, losses or demands whatsoever, inclusive of costs, or any obligation or liability whatsoever, whether in law, equity or otherwise, which the Mohawks of Akwesasne ever had, now have or may have against Canada, known or unknown, contained in the submissions of the Mohawks of Akwesasne under the Specific Claims Policy or the statement of claim in file T-314-02; and 1b

any liability, action, cause of action, suit, claim, damage, loss or demand whatsoever or any obligation or liability whatsoever, whether in law, equity or otherwise, which the Mohawks of Akwesasne ever had, now have or may ever have against Canada, known or unknown, related to or arising or resulting from:
 - i. all facts, matters and issues leading up to and for the creation of a reserve located in what is today known as the Township of Dundee in the Province of Québec for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne;

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- ii. any claim that the Mohawks of Akwesasne may have that lands located on the east side of the eastern boundary line of the Township of Dundee were at any time a part of the said reserve for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne;
 - iii. any and all use and occupation of the Dundee Lands by third parties at any and all times prior to the Effective Date of this Settlement Agreement;
 - iv. any and all flooding of the Dundee Lands prior to February 16, 1888, and of lands contiguous to the lands known as Sugarbush Island, described in Schedule 2;
 - v. any and all leasing of the Dundee Lands prior to February 16, 1888;
 - vi. the 1888 Surrender and any variation made thereto, including their validity;
 - vii. the implementation of the 1888 Surrender and any variation or amendment made thereto, including the administration and management of the surrender proceeds; or
 - viii. any and all fiduciary obligations of Canada in relation to:
 - 1) the creation of the said reserve for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne, including the location of the eastern boundary line of the Township of Dundee and any corresponding non-inclusion of land in the reserve;
 - 2) any and all use and occupation of the Dundee Lands by third parties at any and all times prior to the Effective Date of this Settlement Agreement;
 - 3) any and all flooding of the Dundee Lands prior to February 16, 1888, and of lands contiguous to the lands known as Sugarbush Island, described in Schedule 2;
 - 4) any and all leasing of the Dundee Lands prior to February 16, 1888;
 - 5) the 1888 Surrender and any variation made thereto; and
 - 6) the implementation of the 1888 Surrender and any variation made thereto, including the administration and management of the surrender proceeds.
- (h) **"Compensation"** means the amount agreed upon by the Parties as compensation for the Claim as set out in Article 2.1;
- (i) **"Compensation Balance"** means the Compensation to be paid by Canada to the Mohawks of Akwesasne after deduction of the Negotiation Loan Funding as set out in Article 2.2;

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- Indigenous Services
- (j) **"Department"** means the Department of ~~Indian Affairs and Northern Development~~, as established pursuant to the ~~Department of Indian Affairs and Northern Development Act, R.S.C., 1985, c. 1-6~~, or the Department of ^{Indigenous Services} ~~Crown-Indigenous Relations and Northern Affairs~~, as established pursuant to the ~~Department of Crown-Indigenous Relations and Northern Affairs Act, S.C., 2019, c. 339, as the case may be~~; ^{2019, c. 339}
- (k) **"Direction to Pay"** means the document by which the Mohawk Council of Akwesasne directs Canada to deposit the Compensation Balance in accordance with Article 2.0, as set out in Schedule 5; 11b
- (l) **"District"** shall have the meaning ascribed to that term in the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation; AB
- (m) **"Dundee Lands"** means those lands described in Schedule 2 that had been part of the said reserve for the Iroquois of St. Regis Indians, today known as the Mohawks of Akwesasne, and include those contiguous lands submerged as a result of flooding prior to 1888 and any other lands claimed or alleged to have been part of the reserve on the east side of the eastern boundary line of the Township of Dundee;
- (n) **"Effective Date"** means the date on which this Settlement Agreement is executed by Canada in accordance with Article 12.0;
- (o) **"Financial Advisor"** means an individual who or a firm that:
- i. has or employs individuals who have a Chartered Financial Analyst designation;
 - ii. is engaged in the business of providing independent financial advice including advice on the management of investment portfolios; and
 - iii. does not either directly or through an associated or subsidiary entity sell or provide investment products of any kind.
- (p) **"Financial Institution"** means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. 1-8 (3rd Supp);
- (q) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c.1-5 as amended and its regulations;

- (r) **"Information Meeting"** means a meeting at which legal counsel and a Financial Advisor retained by the Mohawks of Akwesasne, and any other persons as requested by the Mohawk Council of Akwesasne, will explain to all Members in attendance the nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (s) **"Member"** means a person whose name appears or who is entitled to have their name appear on the Akwesasne Membership Roll;
- (t) **"Minister"** means the Minister of ~~Indian Affairs and Northern Development~~ or the Minister's duly authorized representative; *Crown-Indigenous Relations*
- (u) **"Mohawk Council of Akwesasne"** means the council of the Mohawks of Akwesasne, which is a "council of the band" within the meaning of the *Indian Act*;
- (v) **"Mohawk Council Resolution"** means a written resolution of the Mohawk Council of Akwesasne adopted by a majority of the Mohawk Council of Akwesasne at a duly convened meeting;
- (w) **"Mohawks of Akwesasne"** means the Mohawks of Akwesasne, a "band" within the meaning of the *Indian Act* as represented by the Mohawk Council of Akwesasne;
- (x) **"Negotiation Costs"** means any and all costs incurred by the Mohawks of Akwesasne for research, preparation, negotiation and settlement of the Claim, and conducting the Referendum, including legal fees;
- (y) **"Negotiation Loan Funding"** means the total amount of loan funding already provided to the Mohawks of Akwesasne by Canada for the purpose of negotiating and settling this Claim;
- (z) **"Ontario Selection Area"** means the Three United Counties of Stormont, Dundas and Glengarry, and that part of the City of Cornwall, all within the Province of Ontario, as depicted in Schedule 3;
- (aa) **"Québec Selection Area"** means the Regional County of Le Haut-Saint-Laurent in the Province of Québec, as depicted in Schedule 4;
- (bb) **"Party"** means either the Mohawks of Akwesasne or Canada;
- (cc) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Aboriginal group, union, or governmental body, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns;

- (dd) **"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise;
- (ee) **"Referendum"** means the referendum referred to in Article 10.0 on the Ballot Question conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation;
- (ff) **"Settlement Agreement"** means this settlement agreement including the attached Schedules;
- (gg) **"Specific Claims Policy"** means Canada's policy on specific claims in effect from time to time;
- (hh) **"Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation"** means the regulation governing the conduct of the Referendum as contained in Schedule 10 and adopted by the Mohawk Council of Akwesasne; and
- (ii) **"Voter"** means "Eligible Referendum Voter" as that term is defined in the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

- Schedule 1 – Ballot Question
- Schedule 2 – Description & Reference Map of Dundee Lands
- Schedule 3 – Reference Map of Ontario Selection Area
- Schedule 4 – Reference Map of Québec Selection Area
- Schedule 5 – Form of Mohawk Council Resolution for Payment & Direction to Pay
- Schedule 6 – Authorized Investments
- Schedule 7 – Certificate of Legal Advice
- Schedule 8 – Financial Advisor's Certificate
- Schedule 9 – Form of Mohawk Council Resolution
- Schedule 10 – Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation

2.0 COMPENSATION

2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the Mohawks of Akwesasne and the Mohawks of Akwesasne agree to accept two hundred and thirty-nine million, eight hundred and eight thousand, four hundred and thirty-six dollars (\$239,808,436) in full and final settlement of the Claim, including the Negotiation Costs.

- 2.2 The Mohawks of Akwesasne authorize and direct Canada to deduct from the Compensation referred to in Article 2.1 the Negotiation Loan Funding to satisfy the full and final repayment of the Negotiation Loan Funding of the Mohawks of Akwesasne.
- 2.3 The Mohawks of Akwesasne authorize and direct Canada to pay the Compensation Balance in accordance with the Direction to Pay.
- 2.4 If the Mohawks of Akwesasne approve the Settlement Agreement as set out in Article 10.0, then the Mohawks of Akwesasne shall provide Canada with an irrevocable Direction to Pay and a Mohawk Council Resolution for Payment, substantially in the form attached as Schedule 5, together with any other documentation required by Canada for purposes of depositing funds.
- 2.5 Canada agrees to pay and transfer the Compensation Balance within forty-five (45) days of the Effective Date.
- 2.6 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation.
- 2.7 The sole responsibility of Canada with respect to the Compensation Balance is to pay and deposit the Compensation Balance in accordance with Article 2.0 and, without limiting the generality of the foregoing and for greater certainty, nothing expressed in Article 3 shall engage any obligation, role, or responsibility on the part of Canada. In providing the compensation, Canada will rely solely on the Direction to Pay provided by the Mohawks of Akwesasne.

3.0 MANAGEMENT AND USE OF THE COMPENSATION BALANCE

- 3.1 The Compensation Balance will be used for the benefit of the Mohawks of Akwesasne.
- 3.2 A priority for the use of the Compensation Balance is the purchase of land that will be Acquired Land to be set apart as reserve land of the Mohawks of Akwesasne pursuant to Article 5.0.
- 3.3 Other priorities for the benefit of the Mohawks of Akwesasne shall be established by the Mohawk Council of Akwesasne after consultation with the Mohawks of Akwesasne and before the Compensation Balance is transferred to any entity as per Article 3.4.
- 3.4 After the Compensation Balance has been paid in accordance with Article 2.0, it will thereafter be transferred by the Mohawk Council of Akwesasne to one or more entities to manage and use the Compensation Balance for the benefit of the Mohawks of Akwesasne, after consultation with the Mohawks of Akwesasne.
- 3.5 An entity contemplated in Article 3.4 could be, but is not restricted to, a limited partnership or a trust.
- 3.6 An entity contemplated in Article 3.4 will adopt the principles and priorities enunciated in Article 3.0 for the use of the Compensation Balance subject to any change in such

priorities established by the Mohawk Council of Akwesasne after consultation with the Mohawks of Akwesasne.

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- 3.7 Until the Compensation Balance is transferred by the Mohawk Council of Akwesasne to an entity or entities pursuant to Article 3.4, the Mohawk Council of Akwesasne, after consultation with a Financial Advisor, shall invest the Compensation Balance in authorized investments listed in Schedule 6 and shall not be permitted to otherwise invest, manage or use the Compensation Balance or any revenue derived therefrom.

4.0 ACKNOWLEDGMENT OF SURRENDER

- 4.1 The Mohawks of Akwesasne hereby agree, acknowledge and confirm that:

- (a) the 1888 Surrender was valid, absolute and unconditional, and that all rights and interests of the Mohawks of Akwesasne in the Dundee Lands were released; and
- (b) the Dundee Lands were all leased on or had been leased prior to February 16, 1888, to "parties other than Indians" as provided in the 1888 Surrender.

- 4.2 For greater certainty, portions of the Dundee Lands listed in federal Orders in Council 3912 (1948), 1384 (1959), and 1016 (1966) have been added back to and now form part of Indian Reserve No. 15 of the Mohawks of Akwesasne.

5.0 ADDITIONS TO RESERVE/NEW RESERVES

- 5.1 The Parties agree that:

- (a) the total quantum of Acquired Land that may be set apart as reserve pursuant to this Settlement Agreement is 18,282 acres;
- (b) a maximum of three separate reserves, which are not contiguous to any existing reserve, may be created pursuant to this Settlement Agreement within each of the Ontario Selection Area and the Québec Selection Area, for a total maximum of 6 separate reserves;
- (c) in order for Article 5.0 to apply, the Mohawks of Akwesasne must, in the form of a Mohawk Council Resolution, request that Acquired Land be set apart as reserve, and specify that the request is being made pursuant to this Settlement Agreement; and
- (d) for greater certainty, lands can be added to any reserve in existence on the Effective Date of this Settlement Agreement and to any of the separate reserves created pursuant to Article 5.1(b) to the extent that those additional lands do not exceed the total aggregate of 18,282 acres as set out in Article 5.1.

- 5.2 Notwithstanding Article 5.1(a), nothing in this Settlement Agreement or the Additions to Reserve/Reserve Creation Policy constitutes a guarantee that any particular proposal of the Mohawks of Akwesasne to have Acquired Land set apart as reserve will ultimately result in a particular parcel of land being set apart as reserve. The final decision to set apart land as reserve rests with the Governor in Council. Accordingly, if

the Mohawks of Akwesasne apply to have Acquired Land set apart as reserve, then the Minister may, using the Minister's discretion, recommend to the Governor in Council that the Acquired Land be set apart as reserve for the use and benefit of the Mohawks of Akwesasne, provided that all applicable laws and Canada's policies and procedures respecting setting apart land as reserve at the time of the Minister's recommendation are satisfied, and in particular, but without limiting the generality of the foregoing, that Canada's Additions to Reserve/New Reserves Policy is met in a manner satisfactory to Canada.

- 5.3 The Mohawks of Akwesasne shall pay for all costs of acquiring the Acquired Land and for complying with the Additions to Reserves/New Reserves Policy including, but not limited to, the following costs, as necessary:
- (a) to purchase the land; to clear or correct title; to remove encumbrances, encroachments, and charges; to negotiate replacement rights and instruments; to obtain land title searches, land title registrations, land surveys, legal descriptions, surveyor's certificate of location, and environmental site assessments and reports; for environmental remediation, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, and appraisals; and agreements relating to municipal services and compensation to municipalities for loss of taxation;
 - (b) for capital infrastructure including, without limitation, the construction, repair, maintenance, operation, and other associated costs of telephone, cable, and hydro-electric service facilities, sewers and other water systems, roads, fencing, housing, schools, recreation facilities, and other community buildings and facilities; and
 - (c) for greater certainty, nothing in Article 5.3 (a) or (b) shall preclude the Mohawks of Akwesasne from benefitting, with respect to Acquired Lands set aside, from funding from Canada under its regular programs for First Nations, or shall be interpreted to make the Mohawks of Akwesasne liable for any costs internal to Canada for which a fee would not in the normal course be charged to a First Nation.
- 5.4 There shall be no limit as to the time during which the 18,282 acres of Acquired Land may be set aside as reserve.
- 5.5 The Mohawks of Akwesasne may propose that Acquired Land be set aside pursuant to Article 5.0 as a reserve to be used primarily for hunting, fishing, trapping, gathering and other traditional pursuits of the Mohawks of Akwesasne.
- 5.6 Applications made pursuant to Article 5.0 dealing with Acquired Land within the Québec Selection Area shall be submitted to the Department's Québec Regional Office and those dealing with Acquired Land within the Ontario Selection Area shall be submitted to the Department's Ontario Regional Office.

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6.0 IMPLEMENTATION COMMITTEE

- 6.1 The Parties may establish a committee to oversee the implementation of Article 5.0 of the Settlement Agreement and ensure that it is implemented in a timely manner in accordance with an agreed upon workplan to be developed by the committee.
- 6.2 The committee shall be composed of the following representatives of the Parties:
- (a) for the Mohawks of Akwesasne, one representative to be named by the Council; and
 - (b) for Canada,
 - (i) in relation to matters within Ontario, one representative to be named by the Ontario Regional Director General of the Department; or
 - (ii) in relation to matters within Québec, one representative to be named by the Québec Regional Director General of the Department.
- 6.3 Meetings of the committee shall be by teleconference unless the Parties agree that the issues to be discussed require that the representatives meet in person.
- 6.4 The committee shall meet as frequently as the representatives agree is necessary.
- 6.5 In the event of a disagreement among the Parties arising out of the implementation of Article 5.0 of the Settlement Agreement, the Parties shall:
- (a) refer the matter to the committee for resolution; and
 - (b) if the committee is unable to resolve the disagreement, explore, for a reasonable period of time, resolution through negotiation or other dispute resolution mechanisms, including mediation, before resorting to litigation.
- 6.6 Each Party shall pay for the expenses of its committee representative for all committee-related work.
- 6.7 The committee shall cease to function when Article 5.0 of this Settlement Agreement has been fully implemented.

7.0 RELEASE

- 7.1 The Mohawks of Akwesasne agree to forever fully release and discharge Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns from, and will not assert, any liability or Proceeding that the Mohawks of Akwesasne, their successors or assigns, or their past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have against Canada and any of its

ministers, officials, servants, employees, agents, mandataries, successors and assigns with respect to:

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- (a) any aspect of the Claim;
- (b) any and all Negotiation Costs and Negotiation Loan Funding including any deductions from the Compensation for Negotiation Loan Funding;
- (c) the negotiation, the Referendum or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the Mohawks of Akwesasne;
- (d) the adequacy of the Compensation provided in this Settlement Agreement;
- (e) the deposit of the Compensation Balance pursuant to Article 2.0, the management and use of the Compensation Balance pursuant to Article 3.0, and any subsequent management, investment, disbursement, or any other use of the Compensation Balance, including, without limitation, by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne or any Members, and any loss therefrom whether caused by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne, any Members or by other representatives;
- (f) any actions, inactions, malfeasance or negligence with respect to the management and use of the Compensation Balance by any Person, any entity referred to in Article 3.0 or any authorized investment listed in Schedule 6;
- (g) any loss of the Compensation Balance or interest, in whole or in part, through any failure or otherwise of any Financial Institution, Person, entity referred to in Article 3.0 or authorized investment listed in Schedule 6; and
- (h) the subject matter of any of the representations and warranties of the Mohawks of Akwesasne under Article 14.0.

8.0 INDEMNITY

- 8.1 Subject to Article 8.0, the Mohawks of Akwesasne agree to indemnify and forever save Canada harmless from any Proceeding brought by any Person either prior to or after the Effective Date against Canada or any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns with respect to any matters set out in Article 7.0.
- 8.2 Canada shall provide notice to the Mohawks of Akwesasne in accordance with Article 18.0 of any Proceeding referred to in Article 8.1. However, the Mohawks of Akwesasne will not be entitled to avoid liability for indemnification by reason of the lack of timeliness of the notice.

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- 8.3 If, after providing notice to the Mohawks of Akwesasne pursuant to Article 8.2, no notice is received by Canada within thirty (30) days that the Mohawks of Akwesasne wish to participate in the resolution of the Proceeding, Canada shall proceed to settle or defend the Proceeding without the participation of the Mohawks of Akwesasne or, with or without, joining the Mohawks of Akwesasne as a party to the Proceeding.
- 8.4 If the Mohawks of Akwesasne wish to participate in the resolution of a Proceeding that may give rise to a right of indemnity under Article 8.0, the Mohawks of Akwesasne shall provide notice to Canada that the Mohawks of Akwesasne wish to participate in the resolution of the Proceeding within thirty (30) days of notification pursuant to Article 8.2 and to the extent permitted by law and where appropriate, and at their own expense, may immediately seek to be added as a party to the Proceeding. The Mohawks of Akwesasne may make such investigation, negotiation and settlement of any Proceeding as they deem expedient. This entitlement, however, shall in no way:
- (a) mean that the Mohawks of Akwesasne are entitled to represent Canada, and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns; or
 - (b) affect the rights or abilities of Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns to defend or settle any such Proceeding.
- 8.5 Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of Article 8.0 and that it shall use all reasonable efforts to defend itself.
- 8.6 Any demand by Canada for indemnification shall be made in writing in accordance with Article 18.0.
- 8.7 Nothing in Article 8.0 prevents Canada from immediately adding or seeking to add the Mohawks of Akwesasne as a party to the Proceeding.

9.0 DISCONTINUANCE OF PROCEEDINGS

- 9.1 The Mohawks of Akwesasne agree to abandon, dismiss or discontinue any and all Proceedings in respect of the Claim, including but not limited to:
- (a) Federal Court File No. T-314-02 (the "Dundee Litigation"), in its entirety; and
 - (b) Federal Court File No. T-2210-76 (the "Seaway Litigation"), to the extent that it asserts or alleges any liability, action, claim or demand related to the Dundee Lands.
- 9.2 The Mohawks of Akwesasne warrant that there are no Proceedings in respect of the Claim other than the Federal Court actions listed in Article 9.1.
- 9.3 The Mohawks of Akwesasne agree to obtain, upon approval of this Settlement Agreement in accordance with Article 10.0, an order from the Federal Court approving the discontinuance of the Dundee Litigation and, for the Seaway Litigation, a discontinuance to the extent it asserts or alleges any liability, action, claim or demand

related to the Dundee Lands, and agree to instruct their legal counsel to provide to Canada's legal counsel all necessary documents, including a motion to amend the style of cause and to approve the discontinuance, or any other relief required to conform with rule 114 of the *Federal Courts Rules*.

- 9.4 Notwithstanding Articles 9.2 and 9.3, within thirty days of the Effective Date, the Mohawks of Akwesasne agree to abandon, dismiss or discontinue without costs any and all Proceedings in respect of the Claim, including any Proceeding that may arise or of which the Parties may become aware before the Minister executes this Settlement Agreement.
- 9.5 Canada will instruct its legal counsel to consent to the motion as per Article 9.3 and to consent to all dismissals and discontinuances made pursuant to Articles 9.3 and 9.4, also without costs.

10.0 REFERENDUM

10.1 The Mohawks of Akwesasne:

- (a) approve the terms and conditions of this Settlement Agreement; and
- (b) authorize and direct the Mohawk Council of Akwesasne to execute this Settlement Agreement;

if, in the Referendum, at least 25% of the Voters vote and a majority (over 50%) of the votes cast by the Voters are in favour of this Settlement Agreement.

- 10.2 For greater certainty, if the required approval pursuant to Article 10.1 is not obtained from the Mohawks of Akwesasne, this Settlement Agreement shall be void and of no force or effect.
- 10.3 The Referendum approving this Settlement Agreement shall be conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.

11.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA

11.1 Canada and the Mohawks of Akwesasne agree that the following are conditions precedent that must be fulfilled before Canada will execute this Settlement Agreement:

- (a) approval of the terms of this Settlement Agreement by the Mohawks of Akwesasne in accordance with Article 10.0;
- (b) the issuance and delivery to Canada of an executed Mohawk Council Resolution substantially in the form attached as Schedule 9 agreeing to and approving to the terms and conditions of this Settlement Agreement in accordance with Article 11.1(a);
- (c) execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne in accordance with Article 12.0;

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- (d) the delivery to Canada of an order of the Federal Court approving the discontinuance of the Dundee Litigation;
 - (e) the delivery to Canada of an order of the Federal Court approving the discontinuance of the Seaway Litigation to the extent it asserts or alleges any liability, action, claim or demand related to the Dundee Lands;
 - (f) the Minister has been authorized to sign this Settlement Agreement;
 - (g) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
 - (h) the account in a Financial Institution specified in the Direction To Pay has been opened, and the information required by Canada to deposit moneys into that account has been provided to Canada by the Mohawks of Akwesasne;
 - (i) receipt by Canada of the Mohawk Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 5;
 - (j) receipt by Canada of a Certificate of Legal Advice from the legal counsel of the Mohawks of Akwesasne providing advice with respect to this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 dated on or after the date of execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne, attached as Schedule 7; and
 - (k) receipt by Canada of a Financial Advisor's Certificate from the Financial Advisor of the Mohawks of Akwesasne dated on or after the date of execution of this Settlement Agreement on behalf of the Mohawks of Akwesasne, attached as Schedule 8.

12.0 EXECUTION

12.1 This Settlement Agreement shall be deemed to be fully executed once signed by:

- (a) The Grand Chief and District Chiefs duly designated and authorized by the Mohawk Council of Akwesasne to execute this Settlement Agreement on behalf of the Mohawks of Akwesasne, in accordance with the Mohawk Council Resolution adopted, substantially in the form attached as Schedule 9; and
- (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 11.0 have been fulfilled.

13.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

13.1 This Settlement Agreement shall come into effect and bind the Parties on the date on which this Settlement Agreement is executed by Canada in accordance with Article 12.0.

14.0 REPRESENTATIONS AND WARRANTIES

14.1 The Mohawks of Akwesasne represent and warrant that:

- (a) they intend to use the Compensation Balance for the benefit of the Mohawks of Akwesasne and shall take such actions as they deem necessary or advisable to give effect to that intent;
- (b) they have held at least one Information Meeting for Members in each District for the purpose of explaining the terms and conditions of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (c) they have retained independent legal counsel who is qualified to practice law in the Province of Québec to advise them with respect to the legal nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (d) they have retained a qualified Financial Advisor independent from Canada to provide financial advice to the Mohawks of Akwesasne in respect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0;
- (e) their legal counsel has fully explained to the Mohawk Council of Akwesasne and to the Members present at the Information Meetings the legal nature and effect of this Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0, including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the *Indian Act*, as confirmed by the Certificate of Legal Advice attached to this Settlement Agreement as Schedule 7;
- (f) their Financial Advisor has provided to the Mohawk Council of Akwesasne and to the Members present at the Information Meetings where the Financial Advisor was present, independent financial advice with respect to the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0, and the deposit of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the *Indian Act*, as confirmed by

the Financial Advisor's Certificate attached to this Settlement Agreement as Schedule 8;

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- (g) Canada has not advised the Mohawks of Akwesasne with respect to the placement or management of the Compensation Balance or the structure, terms, management or operation of the Compensation Balance, including as set out in Article 3.0, its deposit into an account in a Financial Institution, or any matter related thereto, and the Mohawks of Akwesasne have obtained or will obtain the advice of their own legal and Financial Advisors in this regard and with regard to all other matters related to the settlement of the Claim; and
- (h) an interpreter fluent in both the Mohawk and English languages was present and available to those Members in need of an interpreter at all times during the Information Meetings and during the Referendum.

14.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue to be in full force and effect for the benefit of Canada.

15.0 PROGRAMS AND SERVICES

15.1 Nothing in this Settlement Agreement shall affect the ability of the Mohawks of Akwesasne or any Members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and services.

16.0 DISPUTE RESOLUTION

16.1 In the event of a dispute arising out of this Settlement Agreement, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation (30) days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other.

17.0 AMENDMENTS

17.1 Subject to Article 17.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.

17.2 The Parties, by written agreement between the Mohawks of Akwesasne as represented by the Mohawk Council of Akwesasne and by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, may agree to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;

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- (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
 - (c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

18.0 NOTICE

- 18.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:
to Canada:

Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Crown-Indigenous Relations and Northern Affairs Canada
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4

to the Mohawks of Akwesasne:

Mohawk Council of Akwesasne, Attention of the Grand Chief
P.O. Box 90
Akwesasne, QC H0M 1A0

or at such other address as may be provided in writing by either Party.

- 18.2 Any notice set out in Article 18.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.
- 18.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

19.0 GENERAL PROVISIONS

- 19.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns, and upon the Mohawks of Akwesasne and their Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.

- 19.2 This Settlement Agreement is entered into by Canada and the Mohawks of Akwesasne without any admission of fact or liability whatsoever with respect to the Claim.
- 19.3 This Settlement Agreement, and any information herein, may be recorded in Canada's databases. Any recording, publication or distribution of the above, including for the purpose of complying with requests made under the *Access to Information Act* or the *Privacy Act*, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of the Claim, including this Settlement Agreement.
- 19.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 19.5 Words in the singular include the plural and words in the plural include the singular.
- 19.6 Words importing male persons include female persons and corporations.
- 19.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.
- 19.8 The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the Mohawks of Akwesasne, which shall be evidenced by a Mohawk Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 19.9 This Settlement Agreement shall be governed by the applicable laws of Québec, Ontario and Canada.
- 19.10 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 19.11 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.
- 19.12 The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

Crown-Indigenous Relations

IN WITNESS WHEREOF the Minister of ~~Indian Affairs and Northern Development~~, on behalf of Her Majesty The Queen in Right of Canada, and the Grand Chief and District Chiefs duly designated and authorized by the Mohawk Council of Akwesasne to execute this Settlement Agreement on behalf of the Mohawks of Akwesasne, have executed this Settlement Agreement on the dates indicated below.

SIGNED on behalf of the MOHAWKS OF
AKWESASNE at Akwesasne
in the presence of:

Signature: [Signature]

Name of Witness: Kristy Lauzon

Address: 29 Third Street
Akwesasne, Quebec H0M 1A0

As to all Signatures

Date: January 17, 2020

SIGNED on behalf of HER MAJESTY THE
QUEEN IN RIGHT OF CANADA, as
represented by the Minister of ~~Indian~~
~~Affairs and Northern Development~~, in the
presence of: Crown-Indigenous Relations

Signature: Sarah Labelle

Name of Witness: Sarah Labelle

Address: 10 Wellington
Ottawa, QC

Date: March 19, 2020

) Per: [Signature]
Grand Chief Abram Benedict

) Per: April Adams-Phillips
District Chief April Adams-Phillips

) Per: [Signature]
District Chief EDWARD BOUNDPOINT

) Per: Tim Thompson
District Chief Tim Thompson

[Signature]
Minister of ~~Indian Affairs and~~
~~Northern Development~~
Crown-Indigenous Relations

MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT

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SCHEDULE 1
BALLOT QUESTION

As a Voter of the Mohawks of Akwesasne, do you:

- (a) **approve** the terms and conditions of the Tsikaristisere/Dundee Claim Settlement Agreement initialed by the negotiators for the Mohawks of Akwesasne and Canada, which settles and releases the Tsikaristisere/Dundee Claim;

and

- (b) **authorize and direct** the Mohawk Council of Akwesasne to execute all documents and do everything necessary to give effect to the Tsikaristisere/Dundee Claim Settlement Agreement?

YES

☐

NO

☐

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

SCHEDULE 2

DESCRIPTION AND REFERENCE MAP OF DUNDEE LANDS

DUNDEE LANDS INCLUDE:

All those lots and parts of lots, including lots without cadastral descriptions, lying in and forming part of the Township of Dundee, in the County of Huntingdon, in the Province of Québec, based on the official cadastral plan for the Township of Dundee prepared by John Sullivan, P.L.S. dated May 7, 1885, deposited on July 11, 1888 with the Department of Energy and Natural Resources Québec, and brought into force on October 1, 1888.

They are more particularly described as being bounded as follows:

Beginning at a point being the intersection point between the Township of Dundee and the boundary line between Canada and the United States of America. This point is designated as "1" on the attached plan 6129 RSQ.

Thence generally westerly following the boundary line between Canada and the United States of America to a point, being the intersection point between the lots 15 and 14c Chenal Range and the boundary line between Canada and the United States of America. This point is designated as "2" on the attached plan 6129 RSQ.

Thence generally northerly following the easterly boundary of lot 15 Chenal Range to a point, being the intersection point between lots 15 and 14a Chenal Range and the natural boundary of Lake St. Francis. This point is designated as "3" on the attached plan 6129 RSQ.

Thence generally north-easterly following a sinuous line along the natural boundary of Lake St. Francis to a point, being the intersection point between Township of Dundee and the natural boundary of Lake St. Francis. This point is designated as "4" on the attached plan 6129 RSQ.

Thence generally southerly following the boundary line of the Township of Dundee to a point, being the point of the beginning and designated as "1" on the attached plan 6129 RSQ.

SAVE AND EXCEPT SUGARBUSH ISLAND, BEING:

All those lots and parts of lot 9A, range between Salmon River, Pike Creek and Bittern Creek being parcel 1 as described in the technical description prepared by Pierre de Beaumont, Q.L.S. dated March 20, 2008, under his document number 18418 and filed under number 5972 RSQ at the Québec Regional Office of the Surveyor General Branch, Natural Resources Canada.

The lands as described are shown on plan 6129 RSQ filed at the Québec Regional Office of the Surveyor General Branch, Natural Resources Canada.



Josée Bastien C.L.S., Q.L.S

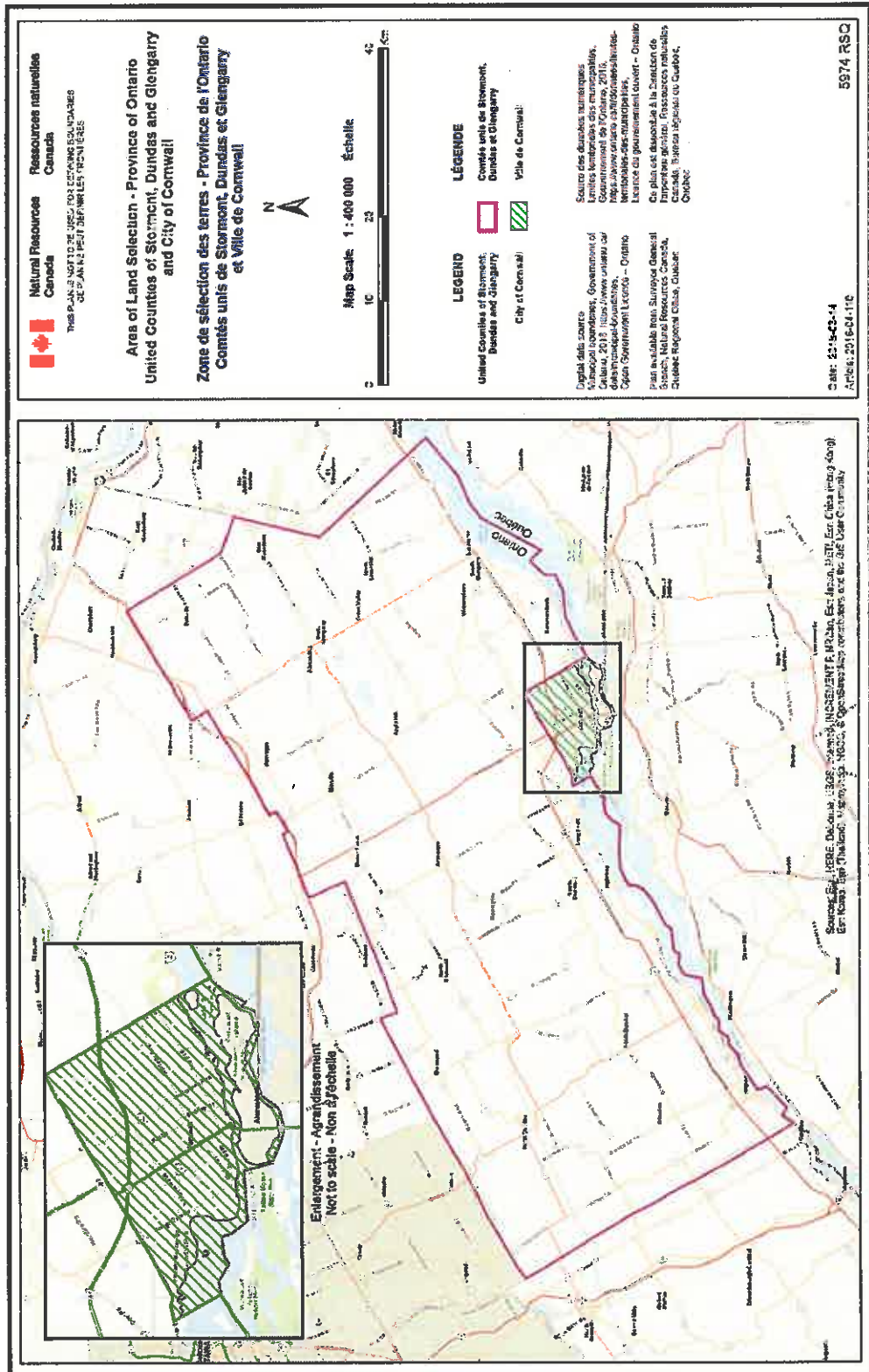
Surveyor General Branch
Natural Resources Canada

June, 5th 2018



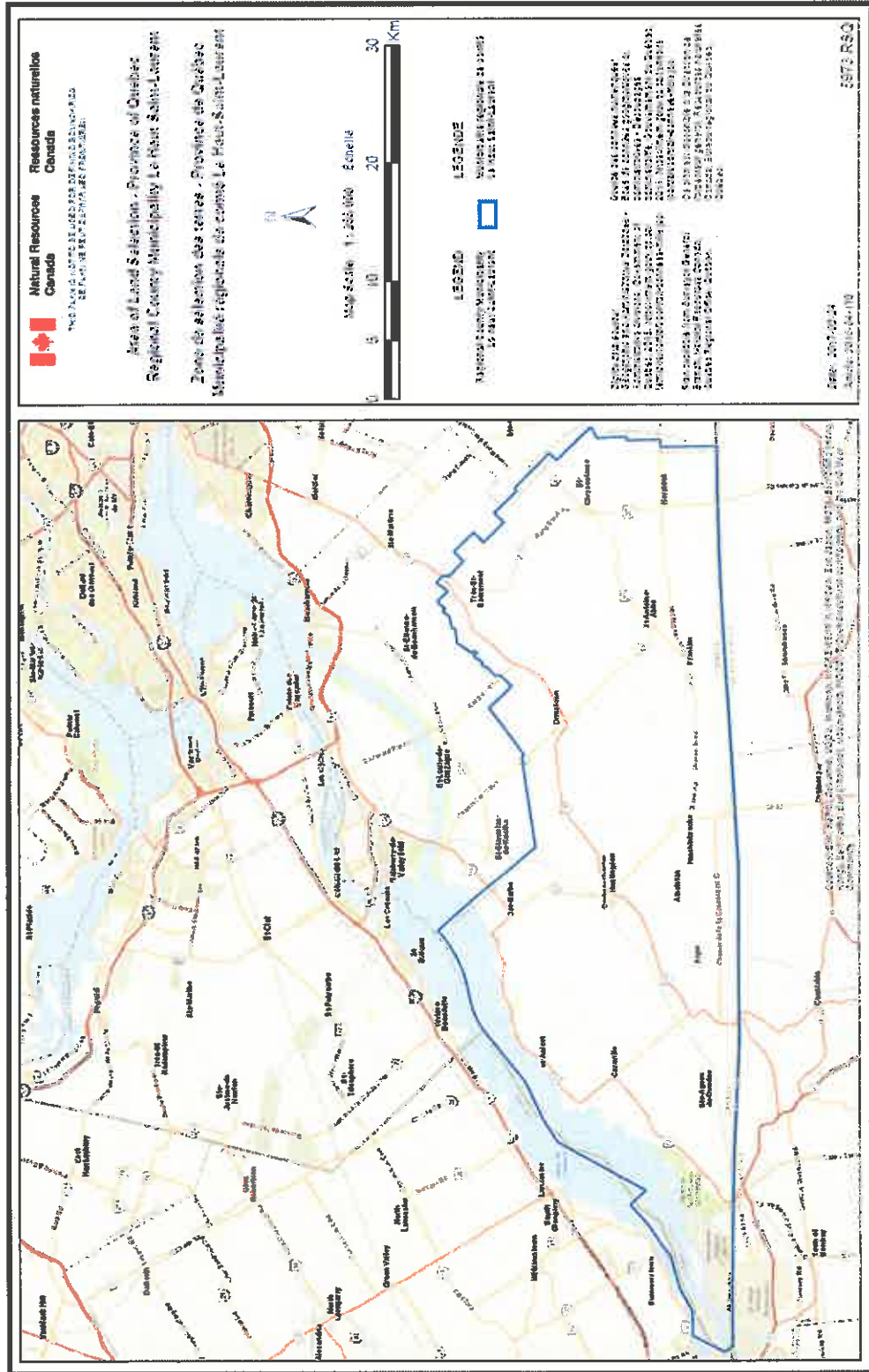
MOHAWKS OF AKWESASNE TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

SCHEDULE 3 REFERENCE MAP OF ONTARIO SELECTION AREA



MOHAWKS OF AKWESASNE TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT

SCHEDULE 4 REFERENCE MAP OF QUÉBEC SELECTION AREA



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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 5
FORM OF MOHAWK COUNCIL RESOLUTION FOR PAYMENT
& DIRECTION TO PAY**

The Mohawks of Akwesasne hereby authorize and direct Canada to pay the Compensation Balance set out in Article 2.0 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

EXAMPLE ONLY – DO NOT SIGN

Grand Chief

DATE

EXAMPLE ONLY – DO NOT SIGN

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN

District Chief

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District Chief

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District Chief

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EXAMPLE ONLY – DO NOT SIGN

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN

District Chief

DATE

DIRECTION TO PAY

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TO CANADA:

Pursuant to the terms of the Settlement Agreement, the Mohawks of Akwesasne hereby direct Canada to pay any and all amounts owing to the Mohawks of Akwesasne under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

EXAMPLE ONLY – DO NOT SIGN _____

Grand Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

EXAMPLE ONLY – DO NOT SIGN _____

District Chief

DATE

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 6
AUTHORIZED INVESTMENTS**

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or a Municipality of Canada, or mutual or pooled funds investing in these debt instruments, all of which shall have a term not exceeding three years.
2. Debt instruments issued or guaranteed by any Canadian Schedule 1 Chartered Bank or Canadian Trust Company including bankers' acceptances including mutual or pooled funds thereof investing in these debt instruments, all of which shall have a term not exceeding three years.
3. Mortgage backed securities guaranteed by the Government of Canada, an agency of the Government of Canada, or any Canadian Schedule 1 Chartered Bank or Canadian Trust Company, including mutual or pooled funds thereof investing in these securities, all of which shall have a term not exceeding three years.
4. Commercial paper issued by corporations rated R-1 or A-1 by the Dominion Bond Rating Services or Standard and Poors Bond Rating Services including mutual or pooled funds thereof investing in commercial paper, all of which shall have a term not exceeding three years.
5. Corporate Bonds rated A or better by the Dominion Bond Rating Services or Standard and Poors Bond Rating Services including mutual or pooled funds thereof investing in these corporate bonds, all of which shall have a term not exceeding three years.
6. In the case of mutual or pooled funds, compliance with the credit rating and maximum terms allowed shall be determined on the individual securities held within the fund.

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 7
CERTIFICATE OF LEGAL ADVICE**

I, Robert Pratt, advocate, of the City of Dorval, in the Province of Québec, do hereby certify:

1. THAT I am a member in good standing of the Barreau du Québec and am qualified to practice law in the Province of Québec.
2. THAT I was retained in my professional capacity to provide independent legal advice to the Mohawks of Akwesasne with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Tsikaristisere/Dundee Claim Settlement Agreement (the "Settlement Agreement") executed on behalf of the Mohawks of Akwesasne on the 17 day of January, 2020 ANJ
3. THAT I have advised the Mohawk Council of Akwesasne as to the legal nature and effect upon the Mohawks of Akwesasne of the Settlement Agreement and its implementation and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0., including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the *Indian Act*.
4. THAT I was present at the following Information Meetings called for the purpose of explaining to the Mohawks of Akwesasne the Settlement Agreement:

Location of Meetings:

Date and Time:

Tsi Snaihne Recreation Centre,
District of Tsi Snaihne
(Chenail/Snye), Akwesasne,
Province of Quebec

September 19, 2018 at 6:00 PM

Cornwall Island Recreation Centre,
District of Kawehno:ke (Cornwall
Island), Akwesasne, Province of
Ontario

September 20, 2018 at 6:00 PM

Kana:takon Recreation Centre,
District of Kana:takon (St. Regis
Village) and Enskatsikahwenote
(St. Regis Island), Akwesasne,
Province of Quebec

September 21, 2018 at 6:00 PM

Hogansburg Seniors Centre, Saint
Regis Mohawk Tribal reservation
lands, Hogansburg, State of New
York

September 22, 2018 at 10:00 AM

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5. THAT I made a presentation at the said Information Meetings, to the Mohawks of Akwesasne then present, regarding the matters mentioned in paragraph 3 of this Certificate and answered any relevant legal questions raised at the Information Meetings to the best of my professional ability.

6. THAT I was also available, as needed, to answer questions of the Mohawks of Akwesasne, including any Mohawks of Akwesasne that were not in attendance at the said Information Meetings, regarding the matters mentioned in paragraph 3 of this Certificate, all such questions being referred to me by the Mohawk Council of Akwesasne.

Witness' Signature: [Signature])
Name of Witness: Isabella Cristello)
Address: 10 Delisle Ave, Suite 504)
Toronto, ON M4V 3C6)
Date: Jan 24, 2020)

[Signature]
Robert Pratt, Legal Counsel for
the Mohawks of Akwesasne

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 8
FINANCIAL ADVISOR'S CERTIFICATE**

I, Teimaz Binesh, of the City of Toronto, of the Province of Ontario, do hereby certify: AB

1. THAT I am employed as a consultant with Proteus Performance Management Inc. ("Proteus") and I have been authorized by Proteus to issue this Financial Advisor's Certificate. I have completed the Canadian Securities Course and I am a Chartered Financial Analyst ~~Level III candidate~~. *Charterholder and a member of CFA society Toronto* TB

2. THAT Proteus was retained by the Mohawks of Akwesasne to provide independent financial advice to the Mohawks of Akwesasne with respect to the investment strategy related to the Tsikaristisere/Dundee Claim Settlement Agreement executed on behalf of the Mohawks of Akwesasne on the 17 day of January, 2020 TB and the safe custody, preservation of capital, investment, management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0., including without limitation, the deposit by Canada of the Compensation Balance into an account in a Financial Institution in accordance with Article 2.0 rather than into an account to be managed by the Department for the Mohawks of Akwesasne in accordance with the *Indian Act*.

3. THAT Proteus is an independent firm providing financial investment consulting and governance solutions to the Canadian marketplace. I have been assigned as the primary consultant for the Mohawks of Akwesasne with Ryan Kuruliak, Chartered Financial Analyst Charterholder and Senior Vice President of Proteus, as the secondary consultant.

4. THAT I have provided independent financial advice to the Mohawk Council of Akwesasne with respect to the investment aspects of the Settlement Agreement and the matters mentioned in paragraph 2 of this certificate, and, where applicable, the potential rates of return and associated investment risks (the "Investment Issues").

5. THAT I was present at the following Information Meetings called for the purpose of explaining to the Members the Settlement Agreement and the Investment Issues:

Location of Meetings:**Date and Time:**

Tsi Snaihne Recreation Centre,
District of Tsi Snaihne
(Chenail/Snye), Akwesasne,
Province of Quebec

September 19, 2018 at 6:00 PM

Cornwall Island Recreation Centre,
District of Kawehno:ke (Cornwall
Island), Akwesasne, Province of
Ontario

September 20, 2018 at 6:00 PM

Kana:takon Recreation Centre,
District of Kana:takon (St. Regis
Village) and Enskatsikahwenote (St.
Regis Island), Akwesasne, Province
of Quebec

September 21, 2018 at 6:00 PM

Hogansburg Seniors Centre, Saint
Regis Mohawk Tribal reservation
lands, Hogansburg, State of New
York

September 22, 2018 at 10:00 AM

6. THAT I made a presentation at the Information Meetings, to the Mohawks of Akwesasne then present, regarding the Investment Issues and answered any relevant investment-related questions raised at the Information Meetings to the best of my professional ability.

7. THAT I was also available, as needed, to answer questions of the Mohawks of Akwesasne, including any questions from the Mohawks of Akwesasne who were not in attendance at the Information Meetings, about the Investment Issues and did so to the best of my professional ability, all such questions being channeled to me through the Mohawk Council of Akwesasne.

Witness' Signature: Isabella Christello)

Name of Witness: Isabella Christello)

Address: 10 Delisle Ave, Suite 504)
Toronto, ON M4V 3C6)

Date: Jan 24, 2020)

Teimaz Binesh

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 9
FORM OF MOHAWK COUNCIL RESOLUTION**

WHEREAS the Mohawks of Akwesasne wish to enter into the Tsikaristisere/Dundee Claim Settlement Agreement (the "Settlement Agreement") with Her Majesty the Queen in right of Canada.

AND WHEREAS the Mohawk Council of Akwesasne has held Information Meetings for the Members of the Mohawks of Akwesasne on (date, time and location) to explain the terms and conditions of the proposed Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 of the Settlement Agreement.

AND WHEREAS legal counsel for the Mohawks of Akwesasne explained to the Mohawk Council of Akwesasne and to the Members of the Mohawks of Akwesasne present at the Information Meetings or Members who inquired about the legal nature and effect of entering into the Settlement Agreement and of the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 of the Settlement Agreement.

AND WHEREAS a Financial Advisor for the Mohawks of Akwesasne provided to the Mohawk Council of Akwesasne and to the Members of the Mohawks of Akwesasne present at the Information Meetings or Members who inquired about independent financial advice in respect of the Settlement Agreement and the management and use of the Compensation Balance by the Mohawk Council of Akwesasne until the transfer of the Compensation Balance by the Mohawk Council of Akwesasne to an entity or entities as described in Article 3.0 of the Settlement Agreement.

AND WHEREAS a Referendum Vote conducted in accordance with the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation was held, ___ Voters voted, comprising at least 25% of the Voters of the Mohawks of Akwesasne, and ___ of the Voters who voted were in favour of this Settlement Agreement, comprising a majority of the Voters who voted.

BE IT RESOLVED:

1. THAT the Mohawk Council of Akwesasne, on behalf of the Mohawks of Akwesasne, hereby agrees to and approves the terms and conditions of the initialed Settlement Agreement, which settles the Tsikaristisere/Dundee Claim as defined in the Settlement Agreement.

2. THAT the Mohawk Council of Akwesasne hereby agrees to execute the Settlement Agreement on behalf of the Mohawks of Akwesasne and hereby designates and authorizes Grand Chief _____, District Chief _____, District Chief _____ and District Chief _____ to sign the Settlement Agreement.

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The Mohawks of Akwesasne, by the Mohawk Council of Akwesasne:

EXAMPLE ONLY – DO NOT SIGN

Grand Chief _____

DATE _____

EXAMPLE ONLY – DO NOT SIGN

District Chief _____

DATE _____

EXAMPLE ONLY – DO NOT SIGN

District Chief _____

DATE _____

EXAMPLE ONLY – DO NOT SIGN

District Chief _____

DATE _____

EXAMPLE ONLY – DO NOT SIGN

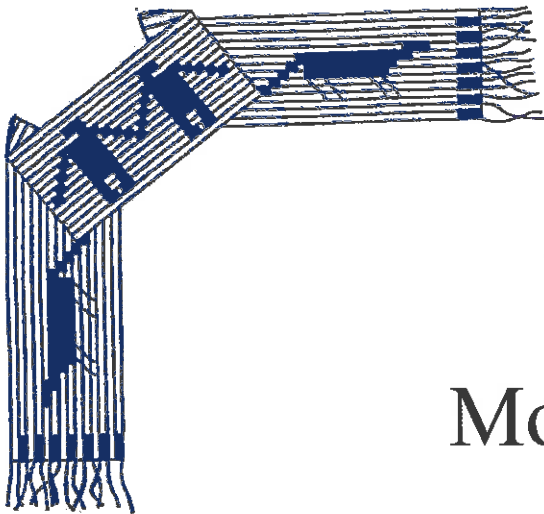
District Chief _____

DATE _____

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**MOHAWKS OF AKWESASNE
TSIKARISTISERE/DUNDEE CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 10
TSIKARISTISERE/DUNDEE CLAIM SETTLEMENT AGREEMENT SPECIAL
REFERENDUM REGULATION**



**Mohawk Council of
Akwesasne**

**Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation**

As approved by
Akwesasne Mohawk Council Resolution MCR 2018/2019 - #088
On June 18, 2018

LB
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Preamble

The Government of Canada and the Mohawks of Akwesasne, as represented by its Council, have negotiated terms of settlement of the Tsikaristisere/Dundee Claim of the Mohawks of Akwesasne, the whole as contained in a Settlement Agreement, hereinafter defined;

As provided in the said Settlement Agreement, one of the conditions precedent for it to have force and effect is that it be approved in a referendum by the Mohawks of Akwesasne;

The Settlement Agreement provides that such referendum be carried out in accordance with this Regulation as set out in Schedule 10 of the Settlement Agreement, as duly adopted by resolution of the Mohawk Council of Akwesasne;

Now, therefore, the Mohawk Council of Akwesasne hereby adopts the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation as follows:

1.0 Title

- 1.1 This Regulation shall be known as the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.

2.0 Definitions

- 2.1 In this Regulation:

“Ballot Question” means the question asked of Eligible Referendum Voters in the Referendum which shall be in the form as set out in Schedule 1 of the Settlement Agreement;

“Chief Referendum Officer” means the person appointed by the Executive Director who is responsible for administering the Referendum under this Regulation;

“Council” means the Mohawk Council of Akwesasne as duly elected;

“Deputy Referendum Officer” means a person appointed by the Executive Director to assist the Chief Referendum Officer in the application of this Regulation;

“Designated Voting Premises” means a specific area identified by the Chief Referendum Officer as a secured zone adjacent to any Referendum Polling Station within the building where the Referendum Polling Station is located;

“District” means any one of the following territorial divisions of Akwesasne:

- a) Kawehno;ke (Cornwall Island) and any island within Ontario,
- b) Kana:takon (St. Regis Village) and Enskatsikahwenote (St. Regis Island), or
- c) Tsi Snaihne (Chenail/Snye) and any island within Québec with the exception of St. Regis Island;

“Door-to-Door Online Voting” means a voting procedure that allows Eligible Referendum Voters, assisted by a Referendum Officer, to cast their vote in the Referendum by Online Voting in the manner and places set out in this Regulation;

“Eligible Referendum Voter” means a person who is:

- i) a Member and has or will have attained eighteen (18) years of age on the last date of the Referendum;
- ii) enrolled on Akwesasne’s Membership Roll in accordance with the *Akwesasne Membership Code* and who is not a Probationary Member under such Code; and
- iii) on the Referendum Voters List.

“Executive Director” means the person holding the principal non-political management position for Council or its designate;

“Information Meeting” shall have the same meaning ascribed to that term in the Settlement Agreement;

“Financial Advisor” shall have the same meaning ascribed to that term in the Settlement Agreement;

“Majority” means fifty percent plus one (50%+1);

“Member” shall have the same meaning ascribed to that term in the Settlement Agreement;

“Mohawk Interpreter” means a person who is fluent in the Mohawk language to translate from English to Mohawk;

“Online Voting” means a procedure which allows Eligible Referendum Voters to cast their votes in the Referendum by utilizing a secured internet website;

“Referendum” means the referendum conducted under this Regulation;

“Referendum Officer” means the Chief Referendum Officer and the Deputy Referendum Officers;

“Referendum Polling Station” means the area or areas designated by the Chief Referendum Officer for voting in the Referendum;

“Referendum Resolution” means a Resolution made under section 4.1 of this Regulation;

“Referendum Security Personnel” means a person responsible to provide security and maintain the peace at a Referendum Polling Station and Designated Voting Premises during the Referendum;

“Referendum Voters List” means the alphabetical list of Eligible Referendum Voters prepared pursuant article 6.0;

“Regulation” means this Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation;

“Resolution” means a resolution formally adopted by the Council pursuant to its governing authority;

“Settlement Agreement” means the Mohawks of Akwesasne Tsikaristisere/Dundee Claim Settlement Agreement between the Mohawks of Akwesasne and Her Majesty the Queen in Right of Canada which has been initialed by the negotiators of the said parties; and

“Unassisted Online Voting” means a voting procedure for Eligible Referendum Voters to cast their vote in the Referendum by Online Voting unassisted by a Referendum Officer.

3.0 Interpretation

- 3.1 When calculating the number of days for the purposes of establishing a deadline, the following guidelines shall be used:
- a) unless otherwise provided, Saturdays, Sundays, federal holidays, provincial holidays, Council declared holidays, or the day of an event are not included in the calculation of number of days for completing an act or meeting a deadline; and
 - b) if Council administration offices are closed on a day when a time limit expires, the act may be done on the next day that the office is open.
- 3.2 Wherever the singular, or masculine or the term “person” is used in this Regulation, it shall be deemed to include the plural, feminine, body corporate or other entity where the context so requires.
- 3.3 If inclement weather prohibits carrying out of an act under this Regulation, the act may be done on the next available day.

4.0 Calling for a Referendum

- 4.1 At any time after a copy of the Settlement Agreement has been received by the Council after the coming into force of this Regulation, the Council may pass a Resolution with respect to the Referendum containing the following information:
- a) the Ballot Question;
 - b) the dates and times for opening and closing of Unassisted Online Voting;
 - c) the dates and times for opening and closing of Door-to-Door Online Voting;
 - d) the dates and times for opening and closing of Referendum Polling Station voting, provided the opening date must be after the closing date of all Online Voting;

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- e) the date and the time the Referendum shall close;
 - f) the date and the time when the Online Voting result will be announced and the counting of the ballots cast at Referendum Polling Stations will commence at the St. Regis Recreational Centre; and
 - g) a direction to the Executive Director to initiate the Referendum process in accordance with this Regulation.
- 4.2 A person is eligible to vote in the Referendum if that person is an Eligible Referendum Voter.
- 4.3 Voting in the Referendum shall be by:
- a) Unassisted Online Voting,
 - b) Door-to-Door Online Voting, or
 - c) Voting at a Referendum Polling Station
- in accordance with this Regulation.
- 4.4 The Ballot Question shall be considered approved if a Majority of votes cast in the Referendum are a "Yes" vote to the Ballot Question and at least twenty-five percent of the persons on the final Referendum Voters List mentioned in section 6.16 vote in the Referendum.
- 4.5 In the event of an equal number of "Yes" and "No" votes, and at least twenty-five percent of the persons on the final Referendum Voters List mentioned in section 6.16 vote in the Referendum, the Chief Referendum Officer will break the tie.
- 4.6 Ballots that have been marked "VOID", "DECLINED", "REJECTED" or "DISALLOWED" under this Regulation shall not be taken into account for the purposes of sections 4.4 and 4.5.

5.0 Appointment of Referendum Officers and Referendum Security Personnel

- 5.1 Upon receipt of the Resolution passed under section 4.1, the Executive Director shall immediately appoint the person designated as Chief Electoral Officer under the *Akwesasne Election Law* as the Chief Referendum Officer.
- 5.2 The Chief Referendum Officer shall recommend to the Executive Director the number of Deputy Referendum Officers and Referendum Security Personnel required.
- 5.3 In order to qualify for appointment as a Deputy Referendum Officer or Referendum Security Personnel, a person must, as of the date of his or her appointment:
- a) be a Member eighteen (18) years of age or older;
 - b) not be a sitting member of Council or Justice of the Peace or Justice of the Akwesasne Mohawk Court; and

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- c) not be a sitting member of the Akwesasne Review Commission.
- 5.4 The Executive Director shall appoint qualified Deputy Referendum Officers and Referendum Security Personnel to administer the procedures for the Referendum.
- 5.5 The Referendum Officers and Referendum Security Personnel shall swear or affirm and sign an Oath or Affirmation of Office on the appropriate form Attachment "A" hereto, before a Justice of the Peace, Notary Public or duly appointed Commissioner for taking oaths.
- 5.6 Each Referendum Officer and Referendum Security Personnel shall file the sworn/affirmed Oath of Office with the Executive Director before assuming his or her duties.
- 5.7 If a Referendum Officer or a Referendum Security Personnel has not filed a sworn/affirmed Oath of Office with the Executive Director within seven (7) days of his or her appointment, the Executive Director shall revoke the appointment.
- 5.8 The Executive Director's role will be to provide the Referendum Officers and Referendum Security Personnel with support, assistance, and guidance in administration of the Referendum.
- 5.9 The Executive Director may make such orders and issue such instructions, consistent with the provisions of this Regulation, as necessary for the effective administration of the Referendum.
- 5.10 The Executive Director may remove from office any Deputy Referendum Officer or Referendum Security Personnel who has failed to discharge his or her duties under this Regulation.
- 5.11 If the Chief Referendum Officer resigns, or is unable to serve, or is removed from office, the Executive Director shall appoint a Chief Referendum Officer from among the active Deputy Referendum Officers.
- 5.12 Where a Deputy Referendum Officer or Referendum Security Personnel resigns, or is unable to serve, or is removed from office, the Executive Director may appoint a replacement who meets the qualifications in section 5.3.

6.0 Referendum Voters List

- 6.1 Within ten (10) days of receiving the appointment as set out in section 5.1, the Chief Referendum Officer shall obtain the names, registry numbers if applicable, and birthdays of all Eligible Referendum Voters from the Office of Vital Statistics.
- 6.2 The Manager of the Office of Vital Statistics shall provide the Chief Referendum Officer

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with the appropriate names of Eligible Referendum Voters.

6.3 The Chief Referendum Officer shall prepare the Referendum Voters List to set out:

- a) the names of all the Eligible Referendum Voters in alphabetical order;
- b) the Certificate of Indian Status registration number, if applicable, of each Eligible Referendum Voter; and
- c) the date of birth of each Eligible Referendum Voter, if the Eligible Referendum Voter does not have a Certificate of Indian Status registration number.

6.4 The Chief Referendum Officer shall cause the Referendum Voters List to be posted in one or more conspicuous areas in each District at least ten (10) days prior to the first day of voting set by the Referendum Resolution.

6.5 The Referendum Voters List posted pursuant to section 6.4 shall not contain the information set out in sections 6.3(b) and (c).

6.6 Eligible Referendum Voters are responsible for ensuring that they are listed on the Referendum Voters List.

6.7 Members who are eligible to vote pursuant to the Regulation, and who are not listed on the posted Referendum Voters List, shall contact the Chief Referendum Officer to request to be added to the list prior to the deadline identified in section 6.16.

6.8 Upon receiving a request under section 6.7, the Chief Referendum Officer shall determine whether that person is entitled to be on the Referendum Voters List.

6.9 The Chief Referendum Officer shall advise the person making the request under section 6.7 of his determination as soon as possible after the decision and in all cases prior to the first day of voting.

6.10 After the completion of the process in sections 6.7 to 6.9, the Chief Referendum Officer shall, if the member qualifies as an Eligible Referendum Voter, enter the Member's name on the Referendum Voters List.

6.11 Prior to the deadline identified in section 6.16, a Member may submit a request in writing to the Chief Referendum Officer to review an individual's eligibility to vote, if they know an individual listed on the Referendum Voters List does not meet the criteria set in this Regulation.

6.12 After a written request is received in accordance with section 6.11, the Chief Referendum Officer shall work with the Office of Vital Statistics to determine whether the individual named is eligible to vote in the Referendum.

6.13 If it is determined that the individual under review in section 6.12 is not eligible to vote,

their name shall be removed from the final Referendum Voters List mentioned in section 6.16, the Chief Referendum Officer shall make all reasonable efforts to contact the individual in person or by telephone and a notice shall be mailed to the address for that individual that is on file with the Office of Vital Statistics.

- 6.14 Members are responsible for updating their current address with the Office of Vital Statistics.
- 6.15 A document shall be considered properly provided if it was mailed or delivered to the most recent contact address of the Member available from the Office of Vital Statistics.
- 6.16 Five (5) days prior to the first day of voting set by the Referendum Resolution, the Chief Referendum Officer shall post a final Referendum Voters List in one or more conspicuous areas in each District.
- 6.17 The final Referendum Voters List prepared by the Chief Referendum Officer mentioned in section 6.16 is the official record of all the names of Eligible Referendum Voters who can vote in the Referendum.
- 6.18 Any person whose name does not appear on the Referendum Voters List by the date set out in section 6.16 is not eligible to vote in the Referendum.

7.0 Notice of the Referendum

- 7.1 At least twenty-five (25) days prior to the first day of voting set by the Referendum Resolution, the Chief Referendum Officer shall provide notice of the upcoming Referendum to Members by posting a notice in public places within each District and on the Internet site of the Council as well as publishing notice in a community newspaper with circulation throughout the Districts. The notice shall contain the following information:
 - a) a summary of the background surrounding Settlement Agreement;
 - b) a summary of the Referendum process;
 - c) notification that a full copy of this Regulation and the Settlement Agreement can be obtained by Members at the Council administration offices;
 - d) the Ballot Question;
 - e) a statement of who is eligible to vote in the Referendum;
 - f) the dates and times for opening and closing of Unassisted Online Voting and Door-to-Door Online Voting;
 - g) how to obtain instructions for Unassisted Online Voting and Door-to-Door Online Voting
 - h) the dates and times for opening and closing of Referendum Polling Station voting;
 - i) how to obtain instructions for Online Voting;
 - j) the location of the Referendum Polling Stations;

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- k) a statement that a Member must be on the Referendum Voters List to vote in the Referendum;
 - l) where a copy of the Referendum Voters List can be examined;
 - m) the deadline for contacting the Chief Referendum Officer to add their name to the Referendum Voters List if it is not included;
 - n) the name, telephone number, fax number and e-mail address of the Chief Referendum Officer;
 - o) the date the Referendum shall close; and
 - p) the date the results of the Referendum are released and how to obtain the results of the Referendum.

8.0 Information Meetings

- 8.1 Council shall ensure that an Information Meeting is held in each District prior to the opening of voting for providing information concerning the Referendum procedure and explaining the background of the Settlement Agreement and the Ballot Question.
- 8.2 At least five (5) days before any Information Meeting is held pursuant to section 8.1, the Chief Referendum Officer shall provide notice of the upcoming meeting to Members by posting a notice in public places within each District as well as publishing the notice in a community newspaper with circulation throughout the Districts. The dated notice shall contain the following information:
 - a) the date, time and place of the Information Meeting;
 - b) a summary of the background surrounding the Settlement Agreement and the Ballot Question;
 - c) a statement that a full copy of this Regulation and the Settlement Agreement can be obtained by Members at the Council administration offices;
 - d) a summary of the Referendum process;
 - e) the Ballot Question; and
 - f) the name, telephone number, fax number, and email address of the Chief Referendum Officer.
- 8.3 At the Information Meetings, Council or its designated officials, and the legal counsel and a Financial Advisor retained by Council on behalf of the Mohawks of Akwesasne, shall explain the Settlement Agreement and the Ballot Question and Members shall have the opportunity to thoroughly discuss and ask questions regarding the Settlement Agreement and the Referendum.
- 8.4 Council may hold additional meetings at which Council or its designated officials may explain to Members in attendance the Settlement Agreement, the Ballot Question and the Referendum procedure and Members shall have the opportunity to discuss and ask questions regarding the Settlement Agreement and the Referendum.

8A.0 Integrity of the Referendum

8A.1 An Eligible Referendum Voter may vote only once and by only one of:

- a) Unassisted Online Voting,
- b) Door-to-Door Online Voting,
- c) voting at a Referendum Polling Station.

The Chief Referendum Officer in collaboration with the consultant managing the Online Voting will take all necessary measures to ensure that each Eligible Referendum Voter votes only once.

9.0 Online Voting

- 9.1 Online Voting shall open and close on the dates specified in the Referendum Resolution.
- 9.2 The Chief Referendum Officer shall work with the consultant managing the Online Voting to design the Online Voting credentials.
- 9.3 To participate in Online Voting, Eligible Referendum Voters shall be required to provide their:
 - a) name as registered under the Akwesasne Membership Code; and
 - b) date of birth.
- 9.4 The Eligible Referendum Voter shall enter the information described in section 9.3 in the Online Voting website to login, and once this is complete, shall vote either "Yes" or "No" in response to the ballot question(s) or decline to vote. After entering in the information described in section 9.3 in the Online Voting website to login, and no vote is cast, an Eligible Referendum Voter shall be deemed to have cast a ballot marked "DECLINED".
- 9.5 At the close of the Referendum, the consultant managing the Online Voting shall send a report of the overall results of Online Voting to the Chief Referendum Officer by electronic mail with no identification as to how an individual Eligible Referendum Voter may have voted.
- 9.6 The Chief Referendum Officer shall seal the results in an envelope and deliver the sealed envelope as soon as possible to the Akwesasne Mohawk Police Department for safekeeping until all voting in the Referendum has terminated.
- 9.7 The envelope containing the results of Online Voting shall be opened and the results counted when the ballots cast through Referendum Polling Station voting are counted.

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10.0 Unassisted Online Voting

- 10.1 Unassisted Online Voting shall open and close on the dates and times specified in the Referendum Resolution.
- 10.2 Eligible Referendum Voters interested in Unassisted Online Voting shall contact the Chief Referendum Officer by telephone, electronic mail or make an appointment to meet in person to obtain their Online Voting credentials and instructions on how to vote.
- 10.3 Once an Eligible Referendum Voter has voted by Unassisted Online Voting, an indication that they have done so will be made on the Referendum Voters List so that they will not be able to vote again by Door-to-Door Online Voting or at a Referendum Polling Station.

11.0 Door-to-Door Online Voting

- 11.1 Door-to-Door Online Voting may take place in each District and within the Saint Regis Mohawk Tribal reservation lands on the dates specified in the Referendum Resolution.
- 11.2 Referendum Officers conducting Door-to-Door Online Voting shall utilize the Voting Procedure outlined in article 12.0.
- 11.3 Once an Eligible Referendum Voter has voted by Door-to-Door Online Voting, an indication that they have done so will be made on the Referendum Voters List so that they will not be able to vote again by Unassisted Online Voting or at a Referendum Polling Station.

12.0 Door-to-Door Online Voting Procedures

- 12.1 An Eligible Referendum Voter who has not participated in Unassisted Online Voting may participate in Door-to-Door Online Voting on the dates specified by the Referendum Resolution in accordance with the Door-to-Door Online Voting Procedures set out in this Regulation.
- 12.2 An Eligible Referendum Voter may request a Mohawk Interpreter to translate the method of voting to him or her.
- 12.3 Where an Eligible Referendum Voter is entitled to vote by the Door-to-Door Online Voting Procedures, a Referendum Officer shall facilitate their voting participation in the Referendum.
- 12.4 Prior to explaining the Door-to-Door Online Voting Procedures and providing the Eligible Referendum Voter with their Online Voting credentials, the Referendum Officer shall confirm the identity of the Eligible Referendum Voter and that they have not yet voted through Unassisted Online Voting procedures.

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- 12.5 Each Eligible Referendum Voter voting by Door-to-Door Online Voting procedures shall sign the sign-in sheet, provide their date of birth or other identifier confirming their identity, and if requested provide government issued photo identification.
 - 12.6 An Eligible Referendum Voter voting in compliance with these procedures shall be provided with their Online Voting credentials by the Referendum Officer.
 - 12.7 Utilizing an internet enabled tablet, the Referendum Officer will provide access to the Online Voting website for the Eligible Referendum Voter to complete their electronic ballot.
 - 12.8 An Eligible Referendum Voter needing assistance may request that a Referendum Officer assist that Eligible Referendum Voter by entering a response on his or her ballot in the manner directed by the Eligible Referendum Voter, in the presence of a second Referendum Officer present as a witness.
 - 12.9 Except as provided for in section 12.8, no Eligible Referendum Voter may authorize another person to vote on his or her behalf.
 - 12.10 Once an Eligible Referendum Voter has voted by Door-to-Door Online Voting, an indication that they have done so will be made on the Referendum Voters List so that they will not be able to vote again by Unassisted Online Voting or at a Referendum Polling Station.

13.0 Preparation of Referendum Ballots

- 13.1 The Chief Referendum Officer shall prepare the ballots for Referendum Polling Station voting setting out the Ballot Question as appears in Schedule 1 of the Settlement Agreement.
- 13.2 The Chief Referendum Officer shall prepare two (2) ballot boxes at each Referendum Polling Station.
- 13.3 The ballots shall indicate that the Eligible Referendum Voter is to signify his or her choice by placing a mark within the appropriate "Yes" or "No" box to indicate his or her answer to the question.

14.0 Referendum Polling Stations

- 14.1 The Referendum Polling Stations shall remain open on the days and times specified by the Resolution made under section 4.1 and set out in the notice under section 7.1.
- 14.2 The Chief Referendum Officer shall arrange to have at minimum one Referendum Polling Station open in each District and one in the Saint Regis Mohawk Tribal reservation lands during the times the Referendum Polling Stations are open.

14.3 The Chief Referendum Officer shall:

- a) approve each Referendum Polling Station within a Designated Voting Premises;
- b) clearly mark the Designated Voting Premises;
- c) designate the appropriate number of Deputy Referendum Officers for each Referendum Polling Station; and
- d) ensure that there is no activity within the Designated Voting Premises, other than the scheduled Referendum voting.

14.4 The Chief Referendum Officer shall, before the Referendum Polling Station is opened, supply each Deputy Referendum Officer with:

- a) enough ballots which shall be counted and logged by the Deputy Referendum Officer;
- b) an electronic copy of the Referendum Voters List, indicating which Eligible Referendum Voters have participated in Online Voting;
- c) necessary materials for marking ballots;
- d) a sufficient number of directions for voting as is deemed necessary for that Referendum Polling Station;
- e) a sign-in sheet for Eligible Referendum Voters receiving ballots; and
- f) a sufficient number of ballot boxes.

14.5 The Chief Referendum Officer shall ensure that a compartment be provided at each Referendum Polling Station within which an Eligible Referendum Voter can mark his or her ballot free from observation except as provided for under section 15.10.

14.6 The Chief Referendum Officer shall arrange to have an appropriate number of Referendum Security Personnel at each Referendum Polling Station to:

- a) maintain peace and order at the Referendum Polling Station and Designated Voting Premises;
- b) keep a written log, which will be submitted to the Chief Referendum Officer at the end of the day, of any notable events occurring during the performance of his or her duties;
- c) remove any person from the Referendum Polling Station or Designated Voting Premises, as necessary, in order to maintain peace and order; and
- d) ensure that within 300 feet of each Referendum Polling Station, no person shall be allowed to take any action in an attempt to influence the voting of Eligible Referendum Voters.

15.0 Referendum Polling Station Voting Procedures

15.1 The Deputy Referendum Officers shall, immediately before the commencement of voting at each Referendum Polling Station:

- a) open the ballot boxes and in the presence of any Referendum Security Personnel and Eligible Referendum Voters present, confirm that the ballot boxes are empty, and complete a written statement to that effect on the form Attachment "B" hereto;
- b) lock and properly seal each ballot box in a manner to prevent it from being opened

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- without breaking the seal; and
- c) place the ballot boxes in public view for the reception of the ballots.

- 15.2 The Deputy Referendum Officers shall ensure that the seal is not tampered with and that the ballot boxes remain locked until the close of voting and counting of the ballots.
- 15.3 An Eligible Referendum Voter shall be entitled to vote only once, at not more than one Referendum Polling Station during the Referendum period, and may only attend at a Referendum Polling Station during the hours of voting, to vote. To ensure compliance with the foregoing, the Chief Referendum Officer shall arrange for real time Internet communication between all Referendum Polling Stations so that once an Eligible Referendum Voter has voted, this fact will be immediately communicated to the Referendum Officers at all Referendum Polling Stations.
- 15.4 Each Eligible Referendum Voter attending at a Referendum Polling Station to vote shall sign the sign-in sheet, provide their Certificate of Indian Status registration number if applicable, and if requested provide government issued photo identification.
- 15.5 Where an Eligible Referendum Voter complies with section 15.4 the Deputy Referendum Officer shall:
 - a) verify the Eligible Referendum Voter's name as set out in the Referendum Voters List;
 - b) determine the Eligible Referendum Voter is not impaired by alcohol or drugs; and
 - c) provide the Eligible Referendum Voter with a ballot initialed by the Deputy Referendum Officer.
- 15.6 When requested to do so, the Deputy Referendum Officer shall explain the method of voting to an Eligible Referendum Voter.
- 15.7 Where a Deputy Referendum Officer is not fluent in the Mohawk language and translation services are required, the Referendum Officer shall summon a Mohawk Interpreter to translate the method of voting to an Eligible Referendum Voter.
- 15.8 The Deputy Referendum Officer shall indicate on the Referendum Voters List the name of every Eligible Referendum Voter receiving a ballot.
- 15.9 Upon receiving the ballot, each Eligible Referendum Voter shall:
 - a) immediately proceed to the voting compartment;
 - b) mark the ballot by placing a n "X", check mark or other mark, under the word "YES" or "NO", within the appropriate box clearly indicating the Eligible Referendum Voter's choice;
 - c) fold the ballot in a manner that conceals his or her choice, but exposes the initials of the Deputy Referendum Officer; and
 - d) without unfolding the ballot paper, have the Deputy Referendum Officer verify the Deputy Referendum Officer's initials and at once deposit the ballot into the ballot box in the presence of the Referendum Security Personnel and other persons entitled to be present in the Referendum Polling Station.

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- 15.10 Notwithstanding section 14.5 any Eligible Referendum Voter who requires assistance may request that a Deputy Referendum Officer assist that Eligible Referendum Voter by marking his or her ballot in the manner directed by the Eligible Referendum Voter, in the presence of any other person chosen by the Eligible Referendum Voter, as a witness.
- 15.11 Except as provided for in section 15.10, no Eligible Referendum Voter may authorize another person to vote on his or her behalf.
- 15.12 The Deputy Referendum Officer shall note on the sign-in sheet, in the column provided, that assistance was provided to an Eligible Referendum Voter pursuant to section 15.7 or 15.10, if applicable, and shall note the reasons.
- 15.13 An Eligible Referendum Voter who inadvertently spoils his or her ballot may return it to the Deputy Referendum Officer in order to obtain a replacement ballot and the Deputy Referendum Officer shall write the word "VOID" upon the returned ballot, deposit it into the ballot box and provide the Eligible Referendum Voter with another initialed ballot.
- 15.14 An Eligible Referendum Voter who has received a ballot and subsequently decides not to vote must return the ballot to the Deputy Referendum Officer who shall write the word "DECLINED" upon it and deposit it into the ballot box.
- 15.15 An Eligible Referendum Voter forfeits his or her right to vote if, after being provided a ballot by the Deputy Referendum Officer, that person leaves the Referendum Polling Station without delivering the ballot to the Deputy Referendum Officer for deposit into the ballot box.
- 15.16 On the days of the Referendum Polling Station vote, no person shall distribute any printed materials at the Designated Voting Premises except such materials as may be distributed by the Deputy Referendum Officer to conduct the Referendum.
- 15.17 Save and except for the Referendum Officers, Referendum Security Personnel, Eligible Referendum Voters present for the purpose of voting, or persons assisting Eligible Referendum Voters pursuant to sections 15.7 and 15.10, and other persons who the Chief Referendum Officer deems necessary to conduct the Referendum according to this Regulation, no one is permitted to be within the Designated Voting Premises or the Referendum Polling Station during the hours set for voting.
- 15.18 A Referendum Officer may request the Referendum Security Personnel to remove any person from the Referendum Polling Station who is in violation of section 15.16 or 15.17.
- 15.19 An Eligible Referendum Voter who is present in the Referendum Polling Station at the designated closure time shall be entitled to vote.
- 15.20 The Referendum Officer shall close polls at the time specified in the notice provided under paragraph 7.1(h).

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- 15.21 At the close of each day during the Referendum period the Chief Referendum Officer shall transport the unopened, sealed ballot boxes to the offices of the Akwesasne Mohawk Police Department where they shall be deposited for safekeeping until the next date for Referendum Polling Station voting.
- 15.22 At the close of the last day for voting during the Referendum period the Chief Referendum Officer shall transport the unopened, sealed ballot boxes to the offices of the Akwesasne Mohawk Police Department where they shall be deposited for safekeeping until the date for counting ballots in the Referendum.

16.0 Counting Procedures

- 16.1 The counting of ballots shall take place at the St. Regis Recreation Centre starting at the time and on the date specified in the Referendum Resolution.
- 16.2 On the date when the ballots are to be counted, prior to the time set for the counting of the ballots, the Chief Referendum Officer shall have the sealed ballot boxes and the sealed envelope with the Online Voting results transported from the Akwesasne Mohawk Police Station to the St. Regis Recreation Centre for the counting of the ballots.
- 16.3 Subject to section 16.4, Members shall be entitled to be present at the St. Regis Recreation Centre for the counting of the ballots and receipt of the Online Voting results report, provided there is compliance to the capacity limit of the building.
- 16.4 The Chief Referendum Officer may request Referendum Security Personnel to remove any person from the St. Regis Recreation Centre who causes a disturbance or is disrupting the counting of the ballots.
- 16.5 At the beginning of the counting of ballots, the Chief Referendum Officer shall
- a) open the sealed envelope with the results of the Online Voting;
 - b) announce the results to Members present; and
 - c) record the results of the Online Voting on the ballot tally sheet form Schedule "D" hereto.
- 16.6 Immediately after announcing the results of the Online Voting, the Deputy Referendum Officers, in the presence of the Referendum Security Personnel and any Member present, shall open the ballot boxes, examine the ballots and mark the word "REJECTED" on all the ballots:
- a) that have not been initialed by the Chief Referendum Officer or Deputy Referendum Officer;
 - b) that are marked in such a way that the Referendum Voter's choice cannot clearly be determined;
 - c) that contain any marks made by the Referendum Voter by which the Referendum

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- Voter can be identified;
- d) that contain more than one response; or
 - e) that contain marks other than a mark within the appropriate "Yes" or "No" box.
- 16.7 In the event of a ballot being declared "REJECTED" the Deputy Referendum Officer shall note, on the form Attachment "C" hereto, the reason(s) for each rejection.
- 16.8 Should a Member present during counting of the ballots, object to an acceptance or rejection of any ballot in the ballot boxes, the objection shall be ruled upon by the Chief Referendum Officer.
- 16.9 The Chief Referendum Officer's decision under section 16.8 can be appealed in writing to the Akwesasne Mohawk Court.
- 16.10 The Deputy Referendum Officer shall take note of any objection by numbering the objection on the form provided by the Chief Referendum Officer, and place a corresponding number on the back of the ballot paper with the word "ALLOWED" or "DISALLOWED", as the case may be, with his or her initial.
- 16.11 The objected ballot, and the decision under section 16.8, shall be kept by the Chief Referendum Officer as evidence until the expiration of the appeal period for matters in this Regulation.
- 16.12 In the presence of the Member(s) present and Referendum Security Personnel, the Deputy Referendum Officer shall count the response for each ballot that has not been:
- a) marked "VOID" under section 15.13;
 - b) marked "DECLINED" under section 15.14;
 - c) marked "REJECTED" under section 16.6; or
 - d) marked "DISALLOWED" under section 16.10.
- 16.13 At the conclusion of the ballot count, the Deputy Referendum Officer shall:
- a) complete and sign a ballot tally sheet on the form Attachment "D" hereto, recording:
 - i. the number of valid "Yes" votes,
 - ii. the number of valid "No" votes,
 - iii. the number of "VOID" ballots,
 - iv. the number of "DECLINED" ballots,
 - v. the number of "REJECTED" ballots, and
 - vi. the number of "DISALLOWED" ballots; and
 - b) deliver a copy of the signed ballot tally sheet witnessed by the Referendum Security Personnel to the Chief Referendum Officer.
- 16.14 The Referendum Security Personnel, present during the counting procedure, shall sign the ballot tally sheet, as a witness for the ballot counting results.

16.15 Immediately after the completion of the counting of the ballots, the Chief Referendum Officer shall:

- a) make a determination whether the Ballot Question has been approved or not according to the conditions set out in section 4.4;
- b) publicly announce the unofficial results of the Referendum for the local media; and
- c) deliver a copy of the signed ballot tally sheet to the Executive Director.

17.0 Official Statements

17.1 Within three (3) days after completion of the ballot counting, the Chief Referendum Officer shall prepare in triplicate a statement showing:

- a) the number of Eligible Referendum Voters who voted;
- b) the number of "VOID" ballots;
- c) the number of "DECLINED" ballots;
- d) the number of "REJECTED" ballots;
- e) the number of "DISALLOWED" ballots;
- f) the total number of Eligible Referendum Voters who cast valid ballots;
- g) the total number of valid "Yes" votes;
- h) the total number of valid "No" votes; and
- i) his determination as to whether the Ballot Question has been approved or not according to the conditions set out in section 4.4.

17.2 The Chief Referendum Officer shall forward the statement under section 17.1 to Council and to the Executive Director, and keep one of the originals for himself.


17.3 The statement of results by the Chief Referendum Officer shall be final results of the Referendum upon the expiration of the appeal period as provided in section 19.1, in the event that no appeal is filed.

17.4 In the event that an appeal is filed, the result of the Referendum shall be as determined by the Akwesasne Mohawk Court's decision on the appeal.

17.5 Upon the expiration of the appeal period, as provided in section 19.1, or in the event of an appeal, upon a decision by the Akwesasne Mohawk Court on the appeal, the results of the Referendum shall be final and Council shall acknowledge the final result of the Referendum by Resolution.

18.0 Disposal of Ballot Papers

18.1 The Chief Referendum Officer shall deposit all ballots that were prepared for the Referendum which remain in his or her custody and associated statements with the Akwesasne Justice Department.

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- 18.2 The Akwesasne Justice Department shall retain in its office all ballots received under section 18.1 for a minimum of three (3) weeks, or until a decision on an appeal is rendered, whichever date is later.
- 18.3 After the period prescribed in section 18.2 has expired, the Chief Referendum Officer shall, unless otherwise directed by Council, destroy the ballot papers.

19.0 Appeals

- 19.1 Any Eligible Referendum Voter may appeal the Referendum results by filing a notice of appeal at the Akwesasne Mohawk Court to the attention of the Akwesasne Mohawk Court Administrator, and addressed to the Council and the Chief Electoral Office no later than 1:00 pm E.S.T. five (5) days after the results of the Referendum are publicly released pursuant to section 16.15 (b).
- 19.2 The notice of appeal shall be in writing and shall request that the result of the Referendum be declared invalid.
- 19.3 The notice of appeal shall be based on at least one of the following grounds:
- a) that there was corrupt or fraudulent practice in connection with the Referendum; or
 - b) that there was a violation of any part of the Regulation that might have affected the results of the Referendum.
- 19.4 Every appeal shall also set out, in an affidavit sworn before a Commissioner for taking oaths, the facts substantiating the grounds alleged for declaring the Referendum result invalid and shall be accompanied by any documents relied on to support the appeal.
- 19.5 Upon receipt of the notice of appeal and related documents, the Akwesasne Mohawk Court Administrator shall provide a copy to the Executive Director and the Chief Referendum Officer and provide written confirmation to the appellant that the notice of appeal has been received.
- 19.6 The Chief Referendum Officer may, within five (5) days of receiving the copy of the notice of appeal and related documents, file a written reply and related documents with the Akwesasne Mohawk Court Administrator.
- 19.7 The Akwesasne Court Administrator shall provide a copy of the written reply and related documents filed under section 19.6 to the appellant who shall have three (3) days from the receipt of the reply to file a written response with the Akwesasne Mohawk Court Administrator.
- 19.8 The Akwesasne Court Administrator shall provide a copy of any written response and related documents filed under section 19.7 to the Chief Referendum Officer.

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20.0 Procedure on Appeals

- 20.1 Unless provided otherwise in this Regulation, the Akwesasne Mohawk Court shall hear all appeals under article 19.0, and shall follow the procedures of the Akwesasne Mohawk Court.
- 20.2 Following the three(day) response period in which the appellant may provide his response, the Court Administrator shall immediately submit the appeal, the reply, the response, if any, and all supporting documents files in accordance with Article 19.0 to the Akwesasne Court Administrator for review.
- 20.3 The Akwesasne Mohawk Court shall review the appeal, the reply, the response, if any and all supporting documents submitted under Article 19.0 within five (5) days of receipt from the Court Administrator to determine if the appeal meets the threshold to proceed to a full hearing.
- 20.4 A full hearing shall be convened if the appeal documents can show, based on a balance of probabilities, that a demonstrated corrupt or fraudulent practice or a demonstrated violation of this Regulation could have materially altered the outcome of the Referendum.
- 20.5 The full hearing shall be held within ten (1) days of the determination to proceed to a full hearing under section 20.3.
- 20.6 The parties are required to submit their list of witnesses and “will say” statements to the Akwesasne Mohawk Administrator at least five (5) days before the scheduled date of the full hearing.
- 20.7 Where the Akwesasne Mohawk Court is satisfied that an appeal does not meet the threshold in section 20.4, the appeal shall be dismissed, and the referendum results confirmed in accordance with subsection 20.9(a).
- 20.8 The result of the Referendum shall not be declared invalid by reason only of any irregularity or non-compliance with this Regulation or any mistake in the use of a form, if it appears to the Akwesasne Mohawk Court that the Referendum was conducted in good faith, unless the non-compliance, irregularity or mistake materially affected the result of the Referendum.
- 20.9 The Akwesasne Mohawk Court after considering the matter shall as soon as possible provide a written decision with reasons:
- a) confirming the result of the Referendum; or

b) declaring the Referendum results invalid and ordering another Referendum to be held within a specified time period.

20.10 The Akwesasne Mohawk Court shall give the person filing the appeal, the Chief Referendum Officer and Council, a copy of the decision and shall publish a copy of the decision in a community newspaper with circulation throughout the Districts.

20.11 The decision of the Akwesasne Mohawk Court on an appeal under article 19.0 is final.

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Attachment "A"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation

OATH OF OFFICE
for the Chief Referendum Officer

I, _____, hereby accept my appointment to the position of Chief Referendum Officer under the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation and agree to maintain confidentiality during my term.

1. In the capacity of Chief Referendum Officer, I will do my utmost to serve the Members of Akwesasne with impartiality, integrity, and honesty.
2. In the performance of my duties, I will adhere to the provisions of the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.
3. I solemnly swear/affirm that I will diligently perform my duties as required by the Regulation and my actions will not bring disgrace to this position or to the community of Akwesasne.

SWORN/AFFIRMED BEFORE ME

At _____

on this _____ day of

_____, 20_____.

Signature

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Attachment "A"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation

OATH OF OFFICE
for the Deputy Referendum Officer

I, _____, hereby accept my appointment to the position of Deputy Referendum Officer for the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation and agree to maintain confidentiality during my term.

1. In the capacity of Deputy Referendum Officer, I will do my utmost to serve the Members of Akwesasne with impartiality, integrity, and honesty.
2. In the performance of my duties, I will adhere to the provisions of the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.
3. I solemnly swear/affirm that I will diligently perform my duties as required by the Regulation and my actions will not bring disgrace to this position or to the community of Akwesasne.

SWORN/AFFIRMED BEFORE ME

At _____

on this _____ day of _____

Signature

_____, 20____

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Attachment "A"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation

OATH OF OFFICE
for the Referendum Security Personnel

I, _____, hereby accept my appointment to the position of Referendum Security Personnel under the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation and agree to maintain confidentiality during my term.

1. In the capacity of Referendum Security Personnel, I will do my utmost to serve the Members of Akwesasne with impartiality, integrity, and honesty.
2. In the performance of my duties, I will adhere to the provisions of the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation.
3. I solemnly swear/affirm that I will diligently perform my duties as required by the Regulation and my actions will not bring disgrace to this position or to the community of Akwesasne.

SWORN/AFFIRMED BEFORE ME

At _____

on this _____ day of

_____, 20_____.

Signature

Justice of the Mohawk Court, Commissioner
for Oaths, or Notary Public

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Attachment "B"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation

Witness Attestation of Empty Ballot Boxes

I, _____, hereby declare that at the commencement of the polling the ballot box was inspected and determined to be empty pursuant to the Tsikaristisere/Dundee Claim Settlement Agreement Special Referendum Regulation section 15.1(a).

Signature

Date

Witness Signature

Date

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Attachment "C"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation
Record of Ballot Rejections

Deputy Referendum Officer: _____

Rejection Number*	Reason for Rejection

*The rejection number MUST be written on the corresponding rejected ballot.

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Attachment "D"
Tsikaristisere/Dundee Claim Settlement Agreement
Special Referendum Regulation

Ballot Tally Sheet

	Online Voting	Polling Station Voting	Total
"Yes"			
"No"			
"DECLINED"			
"VOID"	N/A		
"REJECTED"	N/A		
"DISALLOWED"	N/A		
Total			

Signature

Witness