

Listuguj Mi'gmaq Government Order-In-Council



Chronological no.: 2011	Subject: Centre Jeunesse Gaspesie - Section 28(2) Permit	Originated by:
The Council of the Listuguj Mi'gmaq Government		District Gespe'gewa'gi
Date of duly convened meeting	D M Y 2 4 0 9 1 2	Province Gepég

WHEREAS The Listuguj Mi'gmaq Government has undertaken to construct a Re-adaptation Centre on part of Block 3 Lot 51 and


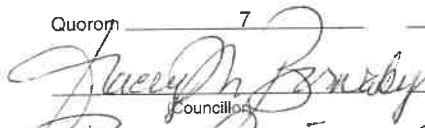
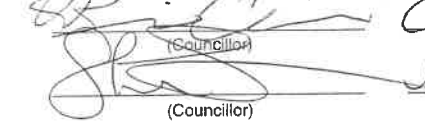
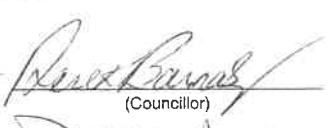
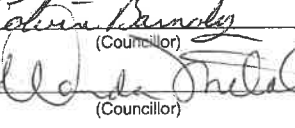
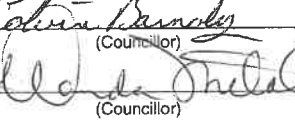
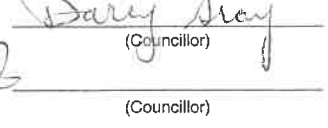



WHEREAS Le Centre Jeunesse Gaspesie Les Iles will operate said facility;

BE IT THEREFORE RESOLVED THAT

The Listuguj Mi'gmaq Government authorizes Her Majesty to issue a permit under Section 28 (2) of the Indian Act to Centre Jeunesse Gaspesie Les Iles under the terms and condition outlined in the attached permit template.

Moved: Tracey Metallic
 Seconded: Calvin Barnaby
 Abstain: -
 Opposed: -
 Status: Passed Defeated Tabled

Quorum 7

 (Chief)
 (Councillor)
 (Councillor)
 (Councillor)
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 (Councillor)
 (Councillor)
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28(2) SPECIMEN PERMIT**PERMIT****TABLE OF CONTENTS**

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- 5.1 The building shall be reserved for the sole use of the Centre Jeunesse Gaspésie/Les Îles and no person shall be granted any rights, privileges or authorizations for this building unless specifically authorized by the Centre Jeunesse Gaspésie/Les Îles.

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6. ACCESS TO THE IMMOVABLE

With the authorization of the Centre Jeunesse Gaspésie/Les Îles, such authorization shall not be unreasonably withheld, Her Majesty and the members of the Band will have the right to access and use the Immovable, as will any person having all rights, privileges or other authorizations on, underneath or above the Immovable in accordance with the terms of the authorization granted, provided that such access or use does not hinder the object of the Permit as stipulated herein.

7. TERM of USE

The Permit begins on the Starting Date and remains in force for as long as required, namely as long as the rights granted in this Permit are necessary for the purposes stipulated in the object clause of the Permit.

8. CONSIDERATION⁵

Monthly Payment

The Holder will pay to Her Majesty, during the first term of the Permit, an annual amount of ONE HUNDRED EIGHTY THOUSAND DOLLARS and NO CENTS, payable in monthly instalments of [FIFTEEN THOUSAND DOLLARS each, payable in advance on the first day of each month, following occupancy for a period of Ten (10) years. At the end of year Five (5) the cost recovery amount is to be adjusted to reflect the change in interest rates on the remaining balance of construction costs that are capped at Three Million (\$3,000,000) dollars.

The Holder will pay to Her Majesty during the First Renewal Period an annual amount of Two Hundred Eight Thousand (\$208,000.) dollars, payable in monthly installments of Seventeen Thousand Three hundred (17,333.33) dollars and thirty three cents following occupancy for a period of Ten (10) years. At the end of year Five (5) the cost recovery amount is to be adjusted to reflect the change in interest rates from the end of year Five(5) to the end of year Ten (10) in the Second Ten (10) Year renewal period to be adjusted and charged on the on the remaining balance of construction costs.

The Holder will pay Her Majesty during the Last Five(5) year renewal period an annual amount of Two Hundred Forty-Three Thousand Eight Hundred Eighty (\$243,880.00) dollars payable in equal monthly installments of

⁵ Under the terms of the *Land Management Manual*, it is stipulated in paragraph 4.2 c) of Directive 6-1 that "compensation for permits is based at a minimum on fair market value, paid as fees, and must be reviewed at intervals not exceeding five years". We should also point out that under the terms of Chapter 8 of this Manual "compensation can be paid in cash or as some other form of valuable consideration", which constitutes anything else provided in return for the interest granted, such as employment opportunities.

Twenty Thousand Three Hundred Twenty-Five (\$20,323.33) dollars and thirty three cents for a period of Five (5) years.

The Holder must also pay to Her Majesty, at the same time as the monthly instalments, the amount of taxes including the goods and services tax (GST) and the Quebec sales tax (QST), as applicable on each instalment.

8.1 ADDENDUM

In the event that the Listuguj Mi'gmaq Government should take delivery of rehabilitation services, this contract shall be terminated immediately with no financial compensation of any kind: this means that this rental contract and permit shall be terminated on the date of such takeover of service, with no further obligations or penalties.

In the case of any conflict in interpretation between the French and English versions, the French shall prevail.

9. TERMS OF PAYMENT

9.1 Payment

Each and every payment, which have to be made under the terms of this Permit, shall be made in legal tender of Canada, in cash, or by cheque, without any reduction or deduction or setoff, particularly due to taxes, contributions or assessments required by a public authority or any other body which has jurisdiction, and shall be payable to Her Majesty, to the order of the Receiver General of Canada, at the regional office of the Department of Indian Affairs and Northern Development at the address mentioned in the notice clause of the Permit, or to any other person and at any place that Her Majesty may designate for this purpose in writing.

9.2 Interest

Her Majesty, at her discretion, may require, on any amount not discharged when due, payment of interest calculated and compounded monthly at the rate provided by the *Interest and Administrative Charges Regulations (SOR/96-188)*, which corresponds presently to the average bank rate established by the Bank of Canada plus three percent (3%), effective from the date when the payment becomes due and payable until this payment is discharged in full. Her Majesty does not thereby waive any other recourse in case of default on the part of the Holder in paying the fees stipulated in the Permit.

10. OBLIGATIONS OF THE HOLDER

10.1 Payment of Service Fees

The Holder undertakes to pay and discharge all the fees, tariffs and duties imposed or fixed by law regarding the immovable or its use by any taxing authority having jurisdiction throughout the term of the Permit, the whole to the complete exoneration of Her Majesty, whom the Holder agrees to hold harmless and indemnify in this regard.

The service fee has been established as \$ 750 monthly payable monthly and will be adjusted every Five (5) years by negotiations between the parties.

10.2 Maintenance

The Holder acknowledges having received the Immovable in good condition and undertakes, throughout the term of the Permit, to maintain and service it in a condition deemed acceptable by Her Majesty, including, but without limitation, in environmental terms.

10.3 Insurance

Throughout the term of the Permit, the Holder must at its costs, subscribe and maintain in full effect and force, insurance policies with recognized insurance companies. The provisions of the policies shall be acceptable to Her Majesty and include Her Majesty as an additional insured following their respective interests, which coverage shall include the following:

- a) A general liability insurance related to liability arising from the use and occupation of the Immovable and from activities practiced by the Holder and by any person for whom the Holder can be held liable on the Immovable, from the performance of work by the Holder or by any other person for whom the Holder can be held liable, covering bodily injury and property damage for an amount of no less than FIVE MILLION DOAARS(\$ 5,000,000) in any one occurrence or a series of occurrences arising out of one cause.
- b) An "all risks" insurance, against fire and other losses generally covered by a policy of this kind, for an amount corresponding to the total value of the replacement of the Holder's property located on the Immovable and covering, in particular, all construction, work, structure and improvement to the Immovable and for which the Holder is legally responsible or which have been installed by him or in his name. The holder shall insure its moveable property separately.
- c) Any other insurance policy that Her Majesty may reasonably request and that a prudent owner would obtain.

10.3.1 The Holder shall provide Her Majesty with the certificate attesting to the issuance of the insurance policies required or a covering note concurrently with the signing of the Permit and, subsequently, any certificate attesting the maintenance in force or the renewal of the insurance policies required hereunder thirty (30) days before their expiry.

10.3.2 In the event that the Holder fails to subscribe and maintain in full effect and force the insurance, or fails to provide evidence to support these subscriptions and renewals, Her Majesty may send the Holder written notice requesting that the Holder submit these documents. Should the Holder fail to submit the documents within thirty days of the service of the said notice, Her Majesty may subscribe the insurance policies required for the benefit of the Holder or Her Majesty, or both, for a period not exceeding one year, and any premium consequently paid by Her Majesty will be recoverable from the Holder, upon request, as additional consideration.

In the event of the discovery on the Immovable of artefacts or other pieces of historical or artistic value, the Holder shall notify Her Majesty immediately and cease all his activities on the part of the Immovable where the discovery was made, until further instructions.

20.3 Aboriginal The Holder undertakes to promote the hiring of residents and or members of Listuguj band for any activity arising from the Permit.

20.4 Waste and Scrap

Without limiting the generality of the provisions hereof, no waste, scrap, contaminant, pollutant or toxic substance shall be deposited on the Reserve, except at the places and times and under the conditions indicated by Her Majesty.

20.5 No Waiver

No waiver regarding a violation of this Permit will be given by or bind Her Majesty, unless it is made in writing by Her Majesty. Moreover, such waiver will apply only to the specific violation to which it pertains and will not be considered as a general waiver or as a limitation or modification of Her Majesty's rights regarding any other violation.

20.6 Cumulative Remedies

All of Her Majesty's rights and remedies are cumulative and in addition to her other rights and remedies set forth in the Permit or otherwise provided by law. All these rights and remedies may be exercised concurrently by Her Majesty.

20.7 Notice

Any notice or communication that must be given in application of this Permit shall be given in writing and delivered to the addressee in person or by courier, by registered mail or by fax and mail, at the following address:

To the Department of Indian Affairs and Northern Development, at:
 Complexe Jacques-Cartier
 320 Rue St-Joseph Est, Suite 400
 Quebec, Québec G1K 9J2

Fax: 418-648-3930

Attention: Regional Director, Lands and Economic Development

To the Holder, at: [to be filled]