



DRAFT 7

**"BAND"**  
**BAND COUNCIL RESOLUTION**  
**MINISTERIAL LOAN GUARANTEE**

<b>ISC USE ONLY</b>
Lender commitment number

The Council of the <b>Listuguj Mi'gmaq Government</b>		Chronological number file
Duly convened meeting date (YYYYMMDD) 2022/03/16	Province/Territory <b>QC - Quebec</b>	Band Council Resolution number 2705
Reserve name <b>Listuguj</b>		Reserve number <b>051</b>

I have read the Terms and Conditions and Appendix A (mandatory)

► Chief Initials

**DOES HEREBY RESOLVE THAT**

1. The First Nation requests that the Minister of Indigenous Services approve a Guarantee Agreement, so that the First Nation may obtain a loan for the construction, acquisition or renovation of housing on unencumbered land under the control of the First Nation.
2. The following information is correct:

i. Project name	<b>Waqatasg Elders Home</b>	Number of units: <b>24</b>
ii. Amount of money invested by First Nation	<b>\$2,610,854.00</b>	
iii. Loan amount requested from lender	<b>\$7,953,229.00</b>	
iv. Other funds	<b>\$3,207,534.00</b>	
Project total value	<b>\$13,771,617.00</b>	

3. The First Nation has informed itself of, and understands the Ministerial Loan Guarantee requirements and agrees to the attached Appendix "A" "Ministerial Loan Guarantee Terms and Conditions".
4. The loan, if granted, will provide for the construction, acquisition, or renovation of housing on lands as defined in Appendix "A" "Ministerial Loan Guarantee Terms and Conditions".
5. Services and utilities for the project will be in place by the completion of the project.
6. The First Nation certifies that all housing units constructed, acquired or renovated will be inspected by qualified inspectors who must confirm that they meet or exceed the National Building Code (NBC) standards and other applicable code standards. The First Nation agrees that the record of inspection and record of compliance to the NBC standards and other applicable code standards will be kept on file by the First Nation for the life of the Ministerial Loan Guarantee.
7. The project will comply with the *Yukon Environmental and Socio-Economic Assessment Act (YESAA)* or the *Impact Assessment Act*, and the First Nation acknowledges that the Minister will make a determination of environmental effects, pursuant to section 67 of *Impact Assessment Act*, as applicable, for projects not requiring a federal environmental assessment, as per the departmental Environmental Review Process.
8. The First Nation, in undertaking the project, will practice due diligence and inform itself of its obligations and responsibilities associated with all applicable federal environmental statutes and regulations including the *Canadian Environmental Protection Act*, *Species at Risk Act* and the *Fisheries Act* in order to avoid potential violations.
9. An Environmental Site Assessment has been carried out on the subject property, either individually or as part of a sub-division or community assessment, in accordance with the Canadian Standards Association's standard Z768-01 for Environmental Site Assessment (or as may be revised from time to time) by a qualified assessor. A record of the assessment will be kept by the First Nation for the life of the Ministerial Loan Guarantee.
10. The First Nation confirms that there is no evidence of contamination that may, upon exposure, constitute an identifiable risk to human health or to the natural environment.
11. Where section 89 of the *Indian Act* is applicable, the First Nation shall provide Her Majesty in Right of Canada with a waiver to the application of section 89 with respect to assets other than land.

Chief Initials



12. OPTIONAL: Please fill if the Minister requested that the First Nation provide an Acceptable Security (provide description).

The First Nation pledges

as Acceptable Security. To avoid conflict of interest, the security must not be under the control of the Minister.

13. The First Nation agrees that if the Minister pays under the Guarantee Agreement in respect of the Ministerial Loan Guarantee, the amount paid by the Minister is a debt due and immediately repayable by the First Nation to the Minister. In addition to any other remedies available to the Minister, the debt plus any interest that may accrue may be recovered by set off in one or more installments as the Minister may determine against any payments that otherwise would be made by Canada to the First Nation.

14. Notwithstanding paragraph 13 at the option of the Minister, the Minister and the First Nation may agree to enter into a repayment agreement.

15. In respect of the loan that is the subject matter of the Guarantee Agreement, if the First Nation and the lender agree to renew the loan for another term, or agree to refinance the loan or transfer the loan to a new lender, or the lender assigns the loan to a new lender, the First Nation will continue to assume the obligations set out in this Council Resolution.

16. Along with this Council Resolution, the First Nation provides the following supporting documentation:

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

17. For the purposes of this Council Resolution, the following definitions form part of the Ministerial Loan Guarantee Terms and Conditions: **"Acceptable Security"** means a security within a First Nation's control which is accessible to use as a payment to the Minister if a First Nation Council has defaulted on a Loan, and includes stockholdings, bondholdings, real property, and moveable assets, but does not include any security under the control of the Minister.








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

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

18. For the purposes of this Council Resolution, the following definition of "Environmental Site Assessment" replaces the definition provided in the Ministerial Loan Guarantee Terms and Conditions:

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

19. The commitments made herein are irrevocable.

Quorum	No. of council members present	No. voted in favour	No. voted against	Chief signature
7	12	12	0	 Councillor signature
Councillor signature		Councillor signature		 Councillor signature
Councillor signature		Councillor signature		 Councillor signature
Councillor signature		Councillor signature		 Councillor signature
Band Council resolution date (YYYYMMDD)	2022/03/16			Chief initials 