

# Listuguj Mi'gmaq Government Order-In-Council



<b>Chronological no.:</b> 2924	<b>Subject:</b> Royal Bank of Canada- Terms and Conditions	<b>Originated by:</b>
<b>The Council of the</b> Listuguj Mi'gmaq Government		<b>District</b> Gespe'gewa'gi
<b>Date of duly convened meeting</b>	<b>D</b> 1 2	<b>M</b> 1 1
	<b>Y</b> 2 4	<b>Province</b> Gepeg

**WHEREAS:** the Listuguj Mi'gmaq Government (the "Customer") is a Band within the meaning of the Indian Act; and

**WHEREAS:** the Customer has an office at: 17 Riverside West  
Listuguj, Qc G0C 2R0

**WHEREAS:** the Customer has been given the permission to control, manage and expend its revenue monies by the Governor in Council;

**WHEREAS:** quorum of the Customer's Council consists of the Chief plus 7 Councillors; or

**WHEREAS:** the Order-In-Council has been passed by a quorum of the Customer's Council at a meeting of the Council duly convened and is thus binding on the Council and the Customer;

**THEREFORE BE IT RESOLVED:**

1. That Royal Bank of Canada (the "Bank") is appointed balancer for the Customer
2. That the Customer will comply with all terms and conditions of the relevant Department of Indigenous Service Canada (DISC) funding agreement regarding the operation and segregation of monies and accounts.
3. That, in respect of the monies in any account, any two to sign from the following: Scott Martin, David Fox, Annette Barnaby Clyde Jacques, Connie Martin, Sky Metallic and Erwin Peter Molley from the Listuguj Mi'gmaq Government are authorized on behalf of the Customer from time to time to order transfers of funds from such account of the Customer by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instruction.
4. That any two of Scott Martin, David Fox, Clyde Jacques, Connie Martin, Sky Metallic, Erwin Peter Molley and Chris Wysote to sign are authorized on behalf of the Customer from time to time.
  - a. to sign any agreement or other documents or instruments with or in favour of the Bank, including the Bank's general financial services agreement and contracts relating to products or services provided by the Bank to the Customer
  - b. to do, or to authorize any person or persons to do, any one of more of the following
    - I. to receive from the bank any cash or any securities, instruments or other property of the Customer held by the Bank, whether for safekeeping or as security, or to give instructions to the Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;

**Moved:** George Martin

**Seconded:** Chris Wysote

**Abstain:**

**Opposed:**

**Absent:**

**Status:**  Passed  Defeated  Tabled

**Quorum** 7

*Annette Barnaby*  
Councillor Annette Barnaby  
*Erwin Peter Molley*  
Councillor Erwin Peter Molley  
*Wendell Metallic*  
Councillor Wendell Metallic  
*Gordon Isaac Jr.*  
Councillor Gordon Isaac Jr.

*Scott Martin*  
Chief Scott Martin  
*Sheila Swasson*  
Councillor Sheila Swasson  
*Dr. Cathy Martin*  
Councillor Dr. Cathy Martin  
*Macy Metallic*  
Councillor Macy Metallic  
*Tanner Isaac*  
Councillor Tanner Isaac

*Sky Metallic*  
Councillor Sky Metallic  
*Christie Caplin*  
Councillor Christie Caplin  
*George Martin*  
Councillor George Martin  
*Chris Wysote*  
Councillor Chris Wysote

**Mi'gmaq Nation**

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II. to deposit with or negotiate or transfer to the Bank, for the credit of the Customer, cash or any security, instruments or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Customer, or any other name under which the Customer carries on business, on any security or instrument.

III. to receive statements, instruments and other items (including paid cheques) and documents relating to the Customer's accounts with or any service of the Bank (including any revisions to the Bank's rules and manuals of operations), and to settle and certify the Customer's accounts with the Bank; and

IV. to receive from the Bank any software and any security devices, including security cards, codes and passwords, relating to electronic banking services or electronic communications between the Customer and the Bank, and to determine and set the levels and and limits of authority applicable to individual security devices; and

5. That the provisions contained in the Bank's general financial services agreement including, without limitation, the provisions concerning overdrafts as well as the binding effect of electronic communications received by the Bank from or in the name of the Customer, are expressly approved

6. That all instruments, instructions, agreements and documents made, drawn, accepted, endorsed or signed as provided in this Order-In-Council and delivered to the Bank by any person, shall be valid and binding on the Customer and if this Order-In-Council were an agreement between the Bank, and the Bank is hereby authorized to act on them and give effect to Them and give effect to them, notwithstanding any change in the constitution of the Council of the Customer

7. That the Bank be furnished with;

- a. a copy of this Order-In-Council
- b. a list of the Councillors or the Customer from time to time in effect together with specimens of their signature, each list to be certified by the Chief of the Customer.
- c. a list of the names of the persons authorized by this Order-In-Council to act on behalf of the Customer, certified by the Chief of the Customer, and with written notice of any changes which may take place in such list from time to time; and
- d. in writing, any authorization made under Section 4b, of this Order-In-Council.

8. That this Order-In-Council is irrevocable, and any document furnished to the Bank as provided for in Section 7 of this Order-In-Council shall be binding upon the Customer until a new document repealing or replacing the previous one has been received and duly acknowledged in writing by each branch or agency of the Bank where the Customer has an account.

**THAT:** this Order in Council rescinds No. 2889 dated May 16, 2024