

FRAMEWORK AGREEMENT

BETWEEN

QUÉBEC

AND

THE MOHAWKS OF KAHNAWAKE

**AGREEMENT ON TRANSPORT AND USER FEES**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including transport and user fees;

**AND WHEREAS** the parties have had long and extensive exchanges in matters of transport infrastructures and movement of goods and persons;

**AND WHEREAS** Kahnawake must be adequately compensated for the loss of use of its territory and the other disadvantages caused by the highways crossing its territory;

**AND WHEREAS** Quebec agrees to recognize Kahnawake's responsibility for the roads located in its territory, and Kahnawake agrees to recognize the special character of routes 132 and 132-138 leading to the Mercier Bridge;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

**Part 1**

**OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to improve the cooperation between the parties in matters of transport and to settle the question of user fees.
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.
4. The following Schedules are an integral part of this Agreement:
  1. Roads for which user fees are payable
  2. Roads for which Kahnawake is responsible
  3. Financial Transfer Adjustment Formula

**RESPECTIVE RESPONSIBILITIES**

**User Fees**

5. The Ministère des transports du Québec (hereinafter referred to as «MTQ») agrees to indemnify Kahnawake through its Council for the use of its territory for the purpose of the roads listed in Schedule 1 by paying user fees.

In order to preserve the quietness and security of the inhabitants, the parties may agree on some restrictions to the access to roads within the Territory. It is agreed however that no such restriction should apply to Routes 132, 132-138 and the Mercier Bridge.

**Joint Committee Report**

6. The parties agree to implement the recommendations of the Final Report of the MTQ/Kahnawake Joint Committee, dated June 30, 1998.

## **Road Management**

7. Kahnawake shall be responsible, on a year round basis, for the management within the Territory of the roads listed in Schedule 2 and for the maintenance of routes 132 and 132-138. Kahnawake undertakes to carry this management within the standards and specifications generally applicable to Quebec roads.
8. The MTQ agrees that all works, other than maintenance, to be performed within the Territory on Routes 132, 132-138 and the Mercier Bridge by others than MTQ's employees shall be performed under a negotiated contract with the Council, provided an agreement on such a contract can be achieved in due time.

Failing such a negotiated contract, the works shall be subject to public tender under ordinary rules.

Any contract awarded to a bidder who is not from Kahnawake shall include a clause giving priority to the use of Kahnawake resources and of qualified Kahnawake manpower or sub-contractors, when available.

## **Public Transportation**

9. In order to facilitate public transportation within the Territory, the parties agree to make the necessary arrangements in terms of traffic control, signalization, police services and such other matters as may, from time to time, arise.

## **FINANCIAL TRANSFER**

10. In accordance with the undertakings referred to in sections 5, 7 and 9, the MTQ shall make to Kahnawake one lump sum payment in the amount of \$2 million, and an annual financial transfer in the amount of \$2 million, under the terms and conditions agreed to by the parties.
11. The annual amount of the transfer shall be adjusted every year according to the formula described in Schedule 3.

## **ADJACENT LANDS**

12. In order to facilitate the economic development of Kahnawake, the parties agree to set up a joint working group to report on the possible use, including potential joint ventures, of the lands under the control of the MTQ which are immediately adjacent to the Territory.

Any use of, or potential joint venture regarding, said lands shall be without prejudice to any claims Kahnawake may wish to make, particularly as regards the Seigneurie of Sault St. Louis.

## **COOPERATION**

13. The parties to this Agreement recognise the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

## **Liaison Committee**

14. A Liaison Committee is formed to supervise the application of this Agreement.

15. The Liaison Committee shall be composed of an equal number of representatives from each party.
16. The Liaison Committee shall meet as often as required.
17. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

## **FINAL PROVISIONS**

### **Duration of the Agreement**

18. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.
19. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

### **Amendment of the Agreement**

20. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

### **Implementation of the Agreement**

21. Quebec agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.
22. Kahnawake agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

### **Difficulties of Application**

23. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.
24. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 25.

### **Cancellation of the Agreement**

25. This Agreement is cancelled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.
26. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

### **Extension or Renewal of the Agreement**

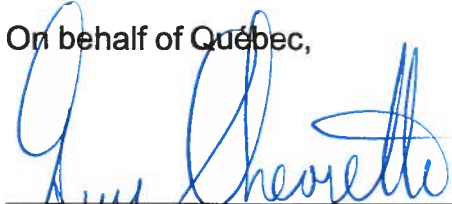
27. This Agreement is renewed automatically unless one party gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 26 applies.

28. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognising any aboriginal, treaty or other rights.
29. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day  
of March 1999:

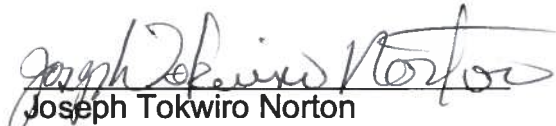
On behalf of Québec,



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Guy Chevrette  
Ministre délégué aux Affaires  
autochtones et Ministre des Transports

On behalf of Kahnawake,



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Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake

## Schedule 1

### ROADS FOR WHICH USER FEES ARE PAYABLE

As provided in section 5 of the Agreement, an indemnity in the form of user fees is payable with regard to the following roads within the Territory, in so far as no adequate financial indemnity has already been paid to Kahnawake in relation thereto by Quebec, by Canada or by the St. Lawrence Seaway Authority:

- Route 132 (from Ste-Catherine to the Mercier Bridge)
- Route 132-138 (from Châteauguay to the Mercier Bridge)
- Route 207 (from St-Constant to the intersection of Route 132-138)

## Schedule 2

### ROADS FOR WHICH KAHNAWAKE IS RESPONSIBLE

As provided in section 7 of the Agreement, Kahnawake will be fully responsible for the management of the following roads within the Territory:

- Route 207
- Old Chateauguay Road
- Old Malone Highway
- St-Isidore road
- Blind Lady's Hill
- River Road
- any other street or road for which Kahnawake is already responsible.



### Schedule 3

#### FINANCIAL TRANSFER ADJUSTMENT FORMULA

The yearly adjustment of the annual financial payment referred to in section 11 shall be the following:

1. 75% of the initial amount of the transfer of 2 million \$, shall be adjusted on the 1st of April of each year, beginning in 2000, according to the variation of the average prime rate of the five major Canadian Banks on that date in relation to the same rate on the 1st of April for the preceding year.
2. 25% of the initial amount of the transfer of 2 million \$, shall be adjusted on the 1st of April of each year, beginning in 2000, according to the variation of the retail price index as established by Statistics Canada for that date in relation to the same index on the 1st of April of the preceding year.

**AGREEMENT ON THE REGISTRATION OF BIRTHS,  
MARRIAGES AND DEATHS**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including questions related to the administration of justice;

**AND WHEREAS** each of the parties maintains for its own use a registry for births, marriages and deaths;

**AND WHEREAS** it would be advantageous to facilitate the registration of these events without duplicating the administrative procedures;

**AND WHEREAS** it would be desirable for the information thus registered in both registries be the same and not be divergent;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

### **OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to facilitate the registration of births, marriages and deaths related to a Mohawk of Kahnawake.
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.
4. The following Schedule forms an integral part of this Agreement:
  1. Definitions

### **REGISTRATION**

5. The *Directeur de l'état civil du Québec* (hereinafter referred to as "Director") and the person designated by the Council as responsible for the purpose of this Agreement (hereinafter referred to as "Registrar") shall cooperate in order to facilitate the registration of births, marriages and deaths related to a Mohawk of Kahnawake.
6. The Director may enter into arrangements with the Registrar for the transmission by the Registrar of declarations of birth or death made by a Mohawk of Kahnawake in the application of this Agreement. These arrangements may also cover the transmission of information related to a marriage solemnized in Kahnawake.
7. The declarations referred to in section 6 are contained in the forms agreed to by the Director and the Registrar.
8. When the Director registers a birth, a marriage or a death related to a person who is, to his knowledge, a Mohawk of Kahnawake on the basis of information which he has received otherwise than through the Registrar, he shall transmit this information to the Registrar.

### **TRADITIONAL NAME**

9. A Mohawk of Kahnawake may cause the Director to register his or her traditional Mohawk name alongside the name given at birth, if any. This procedure may be made without cost at any time. It may be made on behalf of a child by his or her father and mother.

10. The demand for the addition of a traditional name is made on the form prescribed by the Director or on the form prescribed by the Registrar and accepted by the Director.

## **COOPERATION**

11. The parties to this Agreement recognize the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

### **Liaison Committee**

12. A Liaison Committee is formed to supervise the application of this Agreement.

13. The Liaison Committee shall be composed of an equal number of representatives from each party.

14. The Liaison Committee shall meet as often as required.

15. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement, including omissions, failures and penalties.

## **FINAL PROVISIONS**

### **Duration of the Agreement**

16. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.

17. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

### **Amendment of the Agreement**

18. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

### **Difficulties of Application**

19. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.

20. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 21.

### **Cancellation of the Agreement**

21. This Agreement is canceled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.

22. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

## Extension or Renewal of the Agreement

23. This Agreement is renewed automatically unless one party gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 22 applies.

24. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.

25. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of

March 1999:

On behalf of Québec,

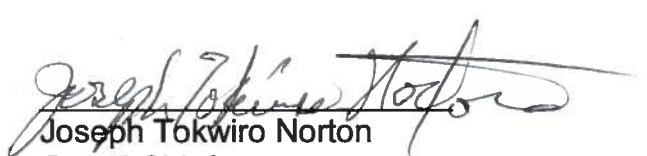


Guy Chevrette  
Ministre délégué aux affaires autochtones



Robert Perreault  
Ministre des Relations avec les citoyens  
et de l'Immigration

On behalf of Kahnawake,



Joseph Tokwirot Norton  
Grand Chief  
Mohawk Council of Kahnawake

## Schedule 1

### DEFINITIONS

1. **«Mohawk»** or **«Mohawk of Kahnawake»** means a person who is defined as a member of the Mohawks of Kahnawake under the Kahnawake Custom Code on Membership Law, as adopted by the Council and as amended from time to time.

**AGREEMENT RELATING TO PROFESSIONAL  
COMBAT SPORTS PERMITS**

**BETWEEN**

**QUÉBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Québec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral Agreements in a number of areas, including Public Security;

**WHEREAS** the parties are willing to unite their effort in order to assure that the organization of professional combat sports is efficient, effective and honest and ensures the safety and the integrity of the people taking part or assisting in an event;

**WHEREAS** the parties are willing to unite their efforts in order to assure that all safety and control measures necessary are considered in light of the nature of the activities related to these sports in accordance with applicable laws;

**WHEREAS**, in concluding this Agreement, the parties clearly express their commitment to consult each other regarding the exercise of their respective authority regarding professional combat sports;

**NOW THEREFORE IT IS AGREED THAT:**

**Purpose and Interpretation**

1. The purpose of this Agreement is to establish a framework for effective cooperation between the parties with the issuance and control of professional combat sports permits in the territory of Kahnawake.
2. The territory of Kahnawake, for the purpose of this Agreement, is the territory over which the Mohawk Council of Kahnawake has jurisdiction.
3. The preamble is an integral part of this Agreement.

**Constitution, Mission and Operation of the Kahnawake Athletic Commission**

4. Kahnawake agrees to maintain and operate a regulatory organization named the Kahnawake Athletic Commission, hereinafter called the «Commission», which is responsible for issuing, suspending and cancelling professional combat sports licences or permits as well as controlling their use.
5. The Commission has the authority to issue, suspend, cancel, regulate and control the use of professional combat sports licences or permits in the territory of Kahnawake according to applicable laws.
6. The professional combat sports licences or permits governed by this Agreement are organizer, contestant, manager, trainer, corner attendant, official or printer in connection with a sports event.
7. Kahnawake shall take such measures as are necessary to ensure that:
  - i. In the discharge of its functions, the Commission shall act in a reasonable and equitable manner with all persons concerned; at any time, it shall act so as to ensure that, in the public interest, professional combat sports are engaged in with safety, competence and integrity and that their good reputation is maintained in the territory of Kahnawake.
  - ii. The Commission members shall be objective and impartial in the discharge of their functions and shall avoid situations susceptible to put them in conflict of interest.



- iii. No member may, on pain of forfeiture of office, have any direct or indirect interest in an enterprise causing his personal interest to conflict with that of the Commission. However, forfeiture is not incurred where such an interest devolves to him by succession or gift, provided that he renounces or disposes of it with diligence.
8. The Commission and the Régie des alcools, des courses et des jeux, hereinafter called the «Régie» agree to cooperate and harmonize their respective, rules regulations, interpretations and processes.
9. To harmonize their respective rules, regulations, interpretations and processes, the Régie will send a written notice to the Commission when its laws relating to professional combat sports, its regulations or rules will be modified, in conformity with the Framework Agreement.
10. For the same purposes, the Commission undertakes to send a written notice to the Régie when its regulations and rules will be modified.

### **Functions, duties and responsibilities of the Kahnawake Athletic Commission**

11. Within its jurisdiction, the Commission and its employees have the same authority, rights, duties and immunities as the Régie under all applicable laws relating to professional combat sports licences or permits.
12. As to the prosecution of offences of legislative provisions relating to professional combat sports under this Agreement, the parties agree that the status quo shall prevail until they negotiate and agree on methods other than prosecution initiated by the Attorney General.
13. The Commission shall maintain a standardized system of files on licences or permits holders in the territory of Kahnawake.
14. Conditions for the issue and the use of a licence or a permit governed by this Agreement should be generally similar to those applied elsewhere in Québec giving due consideration to local conditions.
15. It is agreed that, should it find it advisable within the scope of its discretionary powers, considering public interest, the safety, the competence and the integrity of the professional combat sport and notwithstanding any provisions of this Agreement, the Commission may set additional or more restrictive requirements to issue and use of licence or a permit.

### **Information**

16. The Commission undertakes to provide to the Liaison Committee, for information purpose, periodic reports of its operation.
17. The Commission and the Régie undertake to communicate to each other without delay, for informations purposes, any decision regarding the issuance, suspension or cancellation of a licence or a permit.
18. The Commission and the Régie undertake also to exchange information relating to their respective files. Each party will respect the confidentiality of this information and will use it only in accordance with applicable laws to the extent necessary to achieve the purposes of this Agreement.

## **Cooperation**

19. The Régie and the Commission will combine their efforts to achieve the purposes of this Agreement and, to that effect, may conclude between themselves agreements and other arrangements which are complementary to this Agreement.

## **Liaison Committee**

20. A Liaison Committee is formed as the advisory body in charge of supervising the application of this Agreement.

21. The Liaison Committee shall be composed of at least four (4) members; the numbers of representatives of each party must be equal.

22. The Liaison Committee shall meet as often as required.

23. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

## **Difficulties of Applications**

24. The parties agree to submit to the Liaison Committee any dispute or situation that may hinder the application of any or all the provisions of this Agreement

25. Should the difficulty remain unresolved at the expiration of a delay of thirty (30) days from the date it was submitted to the Liaison Committee, the party that submitted it may address to the other party a written termination notice according to section 31.

## **Implementation of the Agreement**

26. Québec agrees to take as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

27. Kahnawake agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

## **Duration of the Agreement**

28. This Agreement shall take effect on the date of its signing by both parties subject to the provisions of this Agreement.

The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangement.

29. The duration of this Agreement is for a period of five (5) years and will be, at its expiry, automatically renewed for additional terms unless one of the parties send a termination notice to the other.

## **Amendment of the Agreement**

30. The parties may, by a written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters in respect to the implementation of this Agreement or to matters not specified herein.

## **Termination of the Agreement**

31. This Agreement may be terminated at the expiry of a delay of sixty (60) days from the date a termination notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.

32. In case of termination, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

33. In case of termination of this Agreement by either one of the parties, the parties agree to take the appropriate steps to end this Agreement.

**Miscellaneous Provisions**

34. This Agreement is not intended to be an Agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in anyway as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.

35. Should any provision of this Agreement be declared null or invalid by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the goals pursued by Agreement are achieved.

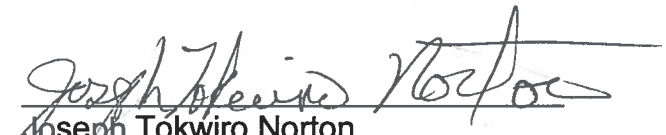
Signed on the 30<sup>th</sup> day of March 1999.

On behalf of Québec,

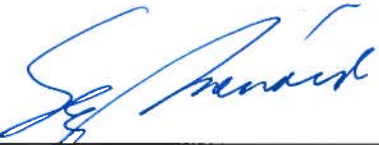


Guy Chevette  
Ministre délégué  
aux Affaires autochtones

On behalf of Kahnawake,



Joseph Tokwirot Norton  
Grand Chief  
Mohawk Council of Kahnawake



Serge Ménard  
Ministre de la Sécurité publique

**AGREEMENT ON POLICE SERVICES**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Kahnawake and Quebec have signed a "Statement of Understanding and Mutual Respect" and a "Framework Agreement" on October 15, 1998 which establishes the basis of their relationship; and

**WHEREAS** Kahnawake and Quebec concur in the "Framework Agreement" that the Mohawks of Kahnawake govern themselves through the Mohawk Council of Kahnawake and exercise their rights through this Council; and,

**WHEREAS** Kahnawake, Quebec and Canada have signed, in September 1995, an agreement respecting police services in the Kahnawake territory, which has proved beneficial to all parties; and,

**WHEREAS**, with a strong sense of their respective culture, language, custom, laws and traditions, Kahnawake and Quebec have agreed to negotiate with mutual respect for their national identities and each other's history and territorial occupation; and,

**WHEREAS** Kahnawake and Quebec wish to continue working jointly to ensure the maintenance, in the Kahnawake territory, of effective, efficient, professional and culturally sensitive police services, in accordance with the needs and expectations of the people concerned; and,

**WHEREAS** Kahnawake and Quebec have agreed in the "Statement of Understanding and Mutual Respect" that Kahnawake shall continue to exercise its prerogatives to conclude agreements with other governments, in the application of its jurisdiction through its legal institutions, and in accordance with its priorities; and

**WHEREAS** Kahnawake and Canada have entered and may enter into complementary arrangements with respect to policing; and,

**WHEREAS** Kahnawake, Quebec and Canada wish to take counsel together concerning the exercise of their respective powers as regards the delivery of policing services.

**NOW THEREFORE KAHNAWAKE AND QUEBEC (THE PARTIES) TO THIS AGREEMENT AGREE TO THE FOLLOWING:**

#### **OBJECT AND INTERPRETATION**

1. This Agreement is intended to maintain a framework for effective cooperation between the parties with a view to ensuring order, peace and public security within the Kahnawake territory and to establish functional relations between the parties in this respect. It also establishes the contribution of Québec, in addition to the contribution of Canada, to financing the Kahnawake police force (hereinafter Peacekeepers).
2. For the purpose of this Agreement, the Kahnawake territory is deemed to consist of the territory over which Kahnawake has jurisdiction.
3. The preamble is an integral part of this Agreement.

#### **SCHEDULES**

4. The following schedules are hereby incorporated into and constitute part of this Agreement :

Schedule I:	<u>Provisions of the Code of Ethics of Kahnawake Peacekeepers</u>
Schedule II:	<u>Eligibility - Hiring standards</u>

## **POLICE FORCE**

5. Kahnawake undertakes to maintain the Peacekeepers, as duly constituted under the authority of the Mohawk Council of Kahnawake and responsible for maintaining peace, order and public security within the Kahnawake territory, for the prevention of crime and offences pursuant to the laws applicable within the Kahnawake territory and to seeking out offenders.

The parties recognize that this police force, known as the Peacekeepers, is of a distinctive nature and therefore, the provisions of this agreement shall not be interpreted as meaning that the Kahnawake police force is either a provincial or municipal police force.

6. It is agreed that the members of the Kahnawake Peacekeepers will exercise their powers as employees of the Mohawk Council of Kahnawake under the direction of a chief of police (hereinafter Chief Peacekeeper) under the authority of the Peacekeepers Administration Board (hereinafter PAB).

## **INDEPENDENCE OF THE POLICE FORCE AND ACCOUNTABILITY**

7. It is agreed that, in order to ensure the independence of the Peacekeepers, the Mohawk Council of Kahnawake will maintain the PAB as the entity accountable to the Community for the activities of the Peacekeepers and responsible for establishing its goals, objectives, priorities and management policies and for overseeing their administration.
8. Kahnawake undertakes to ensure that the Chief Peacekeeper exercises authority that is independent of the Council, its members or staff in respect of the performance of the Chief Peacekeeper's duties.
9. It is agreed that the Council, its members, staff and any agency that the Council establishes must refrain from issuing directions to the Chief Peacekeeper and members of the Kahnawake Peacekeepers with regard to specific operating decisions or the day-to-day operations of the Peacekeepers, except as provided for by the Kahnawake Peacekeepers Law.

## **ELIGIBILITY - HIRING STANDARDS**

10. It is understood that, to become a member of the Kahnawake Peacekeepers, an applicant must meet the standards of the "Kahnawake Peacekeepers Law" as listed in Schedule II.

## **SWEARING-IN**

11. It is agreed that members of the Kahnawake Peacekeepers will be sworn in before they assume their duties, as stipulated in the Kahnawake Peacekeepers Law.

## **CODE OF PROFESSIONAL CONDUCT**

12. It is agreed that provisions in Schedule I will govern the professional conduct of the members of the Kahnawake Peacekeepers.

Any failure or omission concerning a duty or a standard of conduct referred to in Schedule I constitutes a derogatory act and may result in the imposition of a penalty upon a complaint lodged by any person in accordance with the applicable laws.

13. A complainant who is a Mohawk of Kahnawake shall follow the procedure provided under the "Kahnawake Peacekeepers Law".
14. A complainant who is not a Mohawk of Kahnawake shall follow either the procedure provided under the "Kahnawake Peacekeepers Law" or, at his or her choice, the procedure provided under the Police Organisation Act.
15. The Commissaire à la déontologie policière will enter into a written protocol with the PAB about the treatment of:
  - a) complaints referred to in sections 13 and 14
  - b) complaints made by a Mohawk against a member of any Quebec police force.
16. When the Comité de déontologie sits in relation to a complaint against a member of the Kahnawake Peacekeepers, the member who presides must come from an aboriginal community.

#### **LIAISON COMMITTEE**

17. The Liaison Committee as established is the advisory body responsible to oversee the administration of this Agreement and of the complementary agreement between Kahnawake and Canada.
18. Kahnawake Police Liaison committee shall consist of, but not be restricted to, four (4) members with representation as follows :
  - (a) two (2) members named by Kahnawake;
  - (b) one (1) member named by Québec;
  - (c) one (1) member named by Canada.
19. The liaison Committee shall meet whenever necessary, but at least once every two (2) months.
20. The principal responsibilities of the Liaison Committee shall include :
  - (a) maintaining a forum for liaison and the promotion of cooperation among Québec, Kahnawake and Canada;
  - (b) review and facilitate the training needs of police officers working within the Kahnawake territory and making recommendations regarding: the choice of police training institutions; the development and implementation of an annual training plan; other programs such as secondments, exchanges and specialized training;
  - (c) overseeing the development and implementation of the provisions of article 22 of this Agreement regarding mutual assistance and operational cooperation among the Kahnawake Peacekeepers, the Sûreté du Québec and the Royal Canadian Mounted Police and the implementation of any other agreement that has been or may be developed between the Kahnawake Peacekeepers and any other police service;
  - (d) receiving annual activity reports and submitting them to the parties to this Agreement;
  - (e) reviewing annual and special budgetary requests and submitting them to the parties to this Agreement;

- (f) making the appropriate recommendations to the parties to this Agreement concerning the implementation of this Agreement;
- (g) overseeing the implementation of the arrangements between the Commissaire à la déontologie policière and the PAB under section 15 of this Agreement.

The Parties to this Agreement undertake to inform the Liaison Committee in writing on a timely basis of any matter of substantial concern, to any of the Parties, that may have an adverse impact on policing. In such a case, the parties shall provide the Liaison Committee with a mandate to resolve the issue or to provide recommendations to the parties.

It is understood that the Liaison Committee would be provided with a minimum time frame of 30 days within which to report back to the parties with options to resolve the matter. It is further understood that the Liaison Committee may provide interim and/or permanent solutions to the issue.

Within the period specified in the previous paragraph, the parties agree to make every effort to resolve the matter that is deemed to have an adverse impact on policing as well as every effort to avoid the commission of any action or holding of any event likely to aggravate the situation under examination by the parties.

## **IMPEDIMENTS**

21. The Parties agree to submit to the Liaison Committee any omission, disagreement or situation that they deem prevents the application of any or all of the provisions in this Agreement with a view to resolving the problem.

Should the problem persist beyond the minimum time frame of 30 days after the date on which it was brought to the attention of the Liaison Committee, the party that submitted the problem may send to the other party written notice of the termination of this Agreement in accordance with article 37.

## **COOPERATION AMONG POLICE FORCES**

22. It is understood that this Agreement is not intended to modify the mandates attributed by law to the Sûreté du Québec, the RCMP and the Kahnawake Peacekeepers.

The parties agree that the Sûreté du Québec and the Kahnawake Peacekeepers must take the necessary steps to ensure mutual assistance and cooperation with respect to the effective monitoring of compliance with applicable legislation.

The Parties further agree that signed operational protocols have been or could be developed as between the Peacekeepers and the Sûreté du Québec, the Peacekeepers and the RCMP, and the Peacekeepers and the MUC. Such other police forces as are found to require a working relationship with the Peacekeepers may also develop a protocol with the Peacekeepers.

## **FINANCING**

23. Quebec agrees to contribute, in conjunction with Canada, to the financing of the Kahnawake Peacekeepers. This contribution shall not be higher than 48% of the Kahnawake Peacekeepers annual budget, as negotiated by the Liaison Committee.



24. Quebec's contribution, for the term of this Agreement, shall be as follows:

1999-2000:	1 224 000,00 \$
2000-2001:	1 272 000,00 \$
2001-2002:	1 320 000,00 \$
2002-2003:	1 320 000,00 \$
2003-2004:	1 320 000,00 \$

25. Moreover, the parties agree to the following provisions respecting the aforementioned financial contribution:

- (a) Quebec will pay its financial contribution referred to in article 24 to the Mohawk Council of Kahnawake annually, in installments scheduled as follows:

50% of Quebec's share stipulated in Article 24 shall be paid in an initial installment in the first week of June;

25% of Quebec's share stipulated in Article 24 shall be paid in a second installment in the first week of October, and

25% of Quebec's share stipulated in Article 24 shall be paid in a third installment in the first week of February;

- (b) For the purpose of this Agreement, the annual financial contribution of Quebec referred to in article 24 is subject to approval by the National Assembly of the necessary appropriations.

- (c) Quebec and Kahnawake agree to the following terms, over and above the terms already provided for in the present Agreement:

Kahnawake shall ensure that the financial contribution paid by Quebec for the Kahnawake Peacekeepers is used to maintain a level and quality of policing in Kahnawake consistent with applicable norms and standards.

Kahnawake agrees to provide the Liaison Committee, within ninety (90) days of the end of the Mohawk Council of Kahnawake's fiscal year, with an audited financial statement on the financial operations related to the implementation of the present agreement.

26. In addition, due to exceptional circumstances, and, in conjunction with Canada, Québec agrees to an additional yearly contribution for improvement to Peacekeepers infrastructures over the term of this agreement. Quebec's annual contribution in the amount of \$152,000. shall be made in a single payment annually in first week of May.

27. Québec can, for reasonable cause and following a written notice of such cause addressed to the Mohawk Council of Kahnawake, appoint an independent auditor to review the financial records maintained by the Mohawk Council of Kahnawake with respect to the costs of the Kahnawake Peacekeepers and the costs related to the implementation of the present Agreement. Kahnawake agrees to provide access to such financial records.

28. In the event that there is a surplus, in any given fiscal year, in the actual operating cost of the Kahnawake Peacekeepers, the Mohawk Council of Kahnawake will undertake to transfer such surplus to the subsequent fiscal year and to use the surplus for police related purposes. Such transfer of surplus from one fiscal year to the next shall not affect the annual financial contribution of Quebec as determined by agreement between Quebec and Kahnawake.

## **INSURANCE**

29. Kahnawake undertakes to have the Mohawk Council of Kahnawake take out general fire and theft insurance as well as employer-employee liability insurance in an amount of not less than 2 000 000 \$ per incident and 5 000 000 \$ maximum for all incidents, against bodily injury or material damage of any kind that may be caused to third parties by the Kahnawake Peacekeepers, the special body accountable to Council established pursuant to article 7 of this Agreement or their respective members, employees, officers or agents in the performance of this Agreement. Canada and Québec shall be named as co-insured parties in the insurance policies. Kahnawake shall provide to Québec proof of such insurance as soon as possible after the signing of this Agreement.

## **IMPLEMENTATION OF THE AGREEMENT**

30. Québec undertakes to adopt as quickly as possible the measures necessary to ensure the implementation of this Agreement.

31. The Mohawk Council of Kahnawake undertakes to adopt as quickly as possible the measures necessary to ensure the implementation of this Agreement.

## **LEGAL AND CONSTITUTIONAL GUARANTEES**

32. This Agreement has been concluded between Québec and the Mohawks of Kahnawake in the spirit of cooperation for the purpose of harmonization of police services and is without prejudice to current or future negotiations concerning Canada/Québec/Kahnawake relations or any other agreement likely to result from such negotiations.

33. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.

## **TERM OF THIS AGREEMENT**

34. Notwithstanding the date on which this Agreement is executed, it shall be in effect from April 1, 1999 to March 31, 2004, subject to the termination provisions contained in this Agreement, and article 29.

35. This Agreement may be renewed or extended according to conditions agreed upon in writing by the parties.

## **AMENDMENTS**

36. The parties may, by written agreement, amend this Agreement or conclude subsidiary agreements on provisions respecting police services that are not stipulated in this Agreement.

The procedure stipulated in articles 30 and 31 of this Agreement will apply, as the case may be, to give effect to such amendments or subsidiary agreements.

## TERMINATION

37. The Agreement may be terminated at the end of 90 days from the date of submission of a notice of termination by either party to this Agreement, unless the parties agree otherwise prior to the expiry of this deadline subject to articles 17 to 20.
38. In the event the Agreement is terminated, the Liaison Committee will recommend to the parties the transitional or final measures to be adopted.
39. Upon termination of this Agreement by any party, the Mohawk Council of Kahnawake will:
- (a) ensure that all outstanding accounts have been satisfied for goods provided or services rendered to the Kahnawake police force up to and including the day of termination; and
  - (b) refund 48% of unexpended funds to Québec within 90 days of the termination of this Agreement.

## GENERAL PROVISIONS

40. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

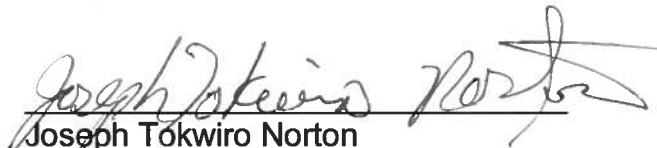
Signed on the 30<sup>th</sup> day of March 1999.

On behalf of Québec,

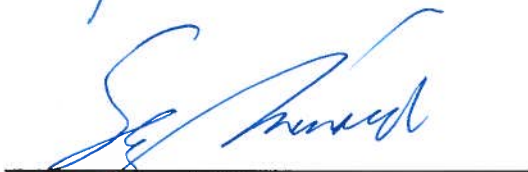


Guy Chevette  
Ministre délégué  
aux Affaires autochtones

On behalf of Kahnawake,



Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake



Serge Ménard  
Ministre de la Sécurité publique

## **SCHEDULE I**

### **PROVISIONS OF THE CODE OF ETHICS OF THE KAHNAWAKE PEACEKEEPERS**

Duties and standards of conduct of a police officer

1. A police officer must act in such a manner as to preserve the confidence and consideration that his duties require.

A police officer must not:

- (a) use obscene, blasphemous or abusive language;
  - (b) fail or refuse to produce official identification when any person asks him to do so;
  - (c) fail to carry prescribed identification in his direct relations with the public;
  - (d) commit acts or use injurious language based on race, color, sex, sexual orientation, religion, political convictions, language, age, social condition, civil status, pregnancy, ethnic or national origin, a handicap or a means to compensate for a handicap;
  - (e) be disrespectful or impolite towards any person.
2. A police officer must avoid any form of abuse of authority in his relations with the public.

A police officer must not:

- (a) use greater force than is necessary to accomplish what is required or permitted;
  - (b) make threats, intimidate or harass;
  - (c) knowingly bring a charge against any person without grounds;
  - (d) abuse his authority in order to obtain a statement;
  - (e) detain any person who is not under arrest, in order to interrogate him.
3. A police officer must respect the authority of the law and of the courts and must collaborate in the administration of justice.

A police officer must not:

- (a) prevent or contribute to preventing justice from taking its course;
  - (b) conceal or fail to pass on evidence or information in order to benefit or harm any person.
4. A police officer must perform his duties with integrity.

A police officer must not:

- (a) maliciously damage or destroy property belonging to any person;

- (b) illegally dispose of property belonging to any person;
  - (c) knowingly file a false or inaccurate report or recommendation concerning any person.
5. A police officer must perform his duties disinterestedly and impartially and must avoid putting himself in a conflict-of-interest situation liable to compromise his impartiality or to adversely affect his judgment or fairness.

A police officer must not:

- (a) directly or indirectly solicit, accept or demand from any person a gift, a reward, a commission, a kickback, a discount, a loan, repayment of a debt, a favour or any other advantage or consideration liable to compromise his impartiality, judgment or fairness;
  - (b) pay, offer to pay or agree to offer a gift, a reward, a commission, a kickback, a discount, a loan, repayment of a debt, a favour or any other advantage or consideration liable to compromise the impartiality of that person in the performance of his duties;
  - (c) recommend the services of a particular attorney to any person, especially an accused person, with whom he has been in contact in the performance of his duties;
  - (d) put himself in conflict of interest in soliciting or collecting money from the public through the sale of advertising or tickets, or otherwise for the benefit of a person, an organization or an association.
6. A police officer must respect the rights of any person in his custody and avoid any indulgence towards that person.

A police officer must not:

- (a) provide to a person in his custody alcoholic drinks, drugs, hallucinogens, narcotic or anesthetic preparations or any other substance liable to cause drunkenness, weakness, impairment of faculties or unconsciousness, unless that person has a medical prescription;
  - (b) be negligent or lack concern regarding the health or safety of a person in his custody;
  - (c) obtain or attempt to obtain an undue advantage for a person in his custody;
  - (d) except where necessary, search a person of the opposite sex, be present during the searching of such a person or have a person in his custody searched by a person of the opposite sex;
  - (e) interfere in communications between a person in his custody and that person's attorney;
  - (f) use greater force than necessary on a person in his custody;
  - (g) permit the incarceration of a minor with an adult or of a female person with a male person, except in cases provided for by law.
7. A police officer must use judgment and exercise care in using a weapon or any other piece of equipment.

A police officer must not:

- (a) show, handle or point a weapon without justification;
  - (b) fail to take the necessary measures to prevent the use of a service revolver by anyone other than a police officer.
8. Where he discovers or is informed of the presumed commission of an act derogatory to this Code, the Chief Peacekeeper must notify in writing the citizen concerned of the rights granted by the Kahnawake Peacekeepers Law and must send a copy of that written notification to the Kahnawake Peacekeepers Administration Board.

## **SCHEDULE II**

### **ELIGIBILITY - HIRING STANDARDS**

To be eligible for consideration for employment as a Peacekeeper, an applicant must:

- a) be at least eighteen (18) years old;
- b) provide two (2) letters from reputable members of the community of Kahnawake attesting to his/her good character;
- c) possess a valid and appropriate driver's license;
- d) possess a high school diploma, or the equivalent;
- e) never have been convicted of an indictable offense, except when a full pardon has been granted;
- f) provide a set of his/her fingerprints to the Chief Peacekeeper of the Kahnawake Peacekeeper Administration Board for verification and archiving;
- g) submit to a medical examination, and such other testing or screening requirements as the Kahnawake Peacekeepers Administration Board may provide by regulation and be declared to be in good health and free of drugs and alcohol;
- h) complete a basic training course at a certified institution approved by the Kahnawake Peacekeepers Administration Board;
- i) speak, read and write English or French and have a working knowledge of the other language, or be willing to acquire such working knowledge;
- j) meet such other requirements as the Kahnawake Peacekeepers Administration Board may establish.

**AGREEMENT RELATING TO LIQUOR PERMITS**

**BETWEEN**

**QUÉBEC**

**AND**

**KAHNAWAKE**



**WHEREAS** Québec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral Agreements in a number of areas, including Public Security;

**WHEREAS** the parties wish to combine their efforts to ensure that the system for issuing, suspending and revoking liquor permits and the control of their use in the territory of Kahnawake is effective, efficient, honest and respectful of the local culture, and this, in conformity with the needs and expectations of the populations concerned;

**WHEREAS** the parties wish to combine their efforts to ensure that liquor permits in the territory of Kahnawake are used so as to limit social impacts harmful to the community and to ensure that every necessary security and control measure is taken, considering the nature of the activities relating to the use of liquor permits;

**WHEREAS**, by concluding this agreement, the parties make clear their intention to consult on the exercise of their respective authority regarding the control of alcoholic beverages.

## **NOW THEREFORE IT IS AGREED THAT:**

### **Purpose and Interpretation**

1. The purpose of this Agreement is to establish a framework for effective cooperation between the parties with regard to the issuance and control of liquor permits in the territory of Kahnawake.
2. The territory of Kahnawake, for the purpose of this Agreement, is the territory over which the Mohawk Council of Kahnawake has jurisdiction.
3. The preamble is an integral part of this Agreement.

### **Schedules**

4. The Schedules listed hereunder are an integral part of this Agreement and shall not be interpreted as to limit the scope of applicable laws, regulations and rules:
  - a) Schedule 1: Categories of liquor permits
  - b) Schedule II: List of suppliers

## **LIQUOR PERMITS**

### **Constitution, Mission and Operation of ABC Board**

5. Kahnawake agrees to maintain and operate a supervisory authority named the Alcohol Beverages Control Board, hereinafter called the «ABC Board» which shall be responsible for issuing, suspending and revoking liquor permits, as well as controlling their use.
6. The ABC Board has the authority to issue, suspend, revoke and control the use of liquor permits governed by this Agreement in the territory of Kahnawake according to applicable laws
7. The liquor permits governed by this Agreement are those permits coming within the categories of permits listed in Schedule I. These listed permits will be up dated according to the modifications of applicable laws.

8. Kahnawake has taken measures to ensure that:
  - i. In the discharge of its functions, the ABC Board shall act in a reasonable and equitable manner with all persons concerned ; at any time, it shall act so as to promote the public interest and safeguard public security and public tranquillity within the territory of Kahnawake;
  - ii. The ABC Board members shall be objective and impartial in the discharge of their functions and shall avoid situations susceptible to put them in conflict of interests;
  - iii. No member may, on pain of forfeiture of office, have any direct or indirect interest in an enterprise causing his personal interest to conflict with that of the ABC Board. However, forfeiture is not incurred where such an interest devolves to him by succession or gift, provided that he renounces or disposes of it with diligence.
9. The ABC Board and the Régie des alcools, des courses et des jeux, hereinafter called the «Régie» agree to cooperate and harmonize their respective rules, regulations, interpretations and processes.
10. To harmonize their respective rules, regulations, interpretations and processes, the Régie will send a written notice to the ABC Board when the laws relating to liquor permits, its regulations or rules will be modified, in conformity with the Framework Agreement.
11. For the same purposes, the ABC Board undertakes to send a written notice to the Régie when its regulations and rules will be modified.

#### **Functions, duties and responsibilities of the ABC Board**

12. Within its jurisdiction, the ABC Board, its members and its employees have the same authority, rights and immunities as the Régie under applicable laws relating to liquor permits.
13. Within the scope of its responsibility to control the use of liquor permits issued in the territory of Kahnawake under this Agreement, the ABC Board relies on the Kahnawake Peacekeepers.
14. As to the prosecution of offences of legislative provisions relating to alcoholic beverages under this Agreement, the parties agree that the status quo shall prevail until they negotiate and agree on methods other than prosecution initiated by the Attorney General.
15. The ABC Board will share with the Régie the required information regarding its permit holders so that the Régie can inform the suppliers listed in Schedule II.
16. Conditions for the issue and the use of permits governed by this Agreement should be generally similar to those applied elsewhere in Québec giving due consideration to local conditions.
17. It is agreed that, should it find it advisable within the scope of its discretionary powers, considering public interest and safeguard public security and public tranquillity, and notwithstanding any provisions of this Agreement, the ABC Board may set additional or more restrictive requirements for the issue and use of a permit.

## **Supply**

18. Kahnawake agrees to take all the measures necessary to set up a single supply system for all alcoholic beverages that are to be sold by permit holders under this Agreement.
19. All alcoholic beverages sold by or supplied to permit holders shall come from the Société des alcools du Québec hereinafter called the «Société» or one of its agents or, in the case of beer, from a brewer, a distributor, the Société or one of their agents as listed in Schedule II.
20. The ABC Board shall also suspend or revoke the permit issued to a permit holder that does not comply with section 18 or 19.

## **Inspection**

21. The Kahnawake Peacekeepers play a paramount role in controlling the use of permits issued by the ABC Board ; members of the Kahnawake Peacekeepers act both as peace officers and inspectors on behalf of the ABC Board in accordance with the provisions of this Agreement and the Agreement on police services in Kahnawake.
22. The Ministre de la Sécurité publique agrees to take the necessary steps to recognize the members of Kahnawake Peacekeepers to act as inspector in the territory of Kahnawake in accordance with applicable laws.
23. In discharging their functions of inspection, members of the Kahnawake Peacekeepers have the same powers as members of the Sûreté du Québec.
24. The Kahnawake Peacekeepers shall be responsible for enforcing decisions taken by the ABC Board under this Agreement; its members shall be responsible for seizing and confiscating permits and beverages or affixing seals to the latter.

## **Seizure and Custody of Alcoholic Beverages**

25. It is agreed that, in cases of permit revocation, the alcoholic beverages shall be seized and confiscated, and that, in cases of permit suspension, seals shall be affixed to the alcoholic beverages; the alcoholic beverages thus seized and confiscated shall be dealt with in accordance with due process.
26. It is agreed that the value of the alcoholic beverages thus seized and confiscated shall be reimbursed according to the terms prescribed by the ABC Board.

## **Information**

27. The ABC Board undertakes to provide to the Liaison Committee, for information purpose, periodic reports of its operations.
28. The Régie undertakes to provide updated lists of alcoholic beverages suppliers.
29. The ABC Board undertakes to communicate to Régie without delay, for information purposes, any decision regarding the issuance, suspension or revocation of permits.
30. The ABC Board and the Régie undertake also to exchange information relating to their respective files. Each party will respect the confidentiality of this information and will use it only in accordance with applicable laws to the extent necessary to achieve the purposes of this Agreement.

## **Cooperation**

31. The Régie and the ABC Board will combine their efforts to achieve the purposes of this Agreement and, to that effect, may conclude between themselves agreements and other arrangements which are complementary to this Agreement.

## **Liaison Committee**

32. A Liaison Committee is formed as an advisory body in charge of supervising the application of this Agreement.
33. The Liaison Committee shall be composed of at least four (4) members, the number of representatives of each party must be equal.
34. The Liaison Committee shall meet as often as required.
35. At the request of one party, the Liaison Committee shall revise the categories of permits governed by this Agreement as listed in Schedule I.

## **Difficulties of Application**

36. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.
37. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the Liaison Committee, the party that submitted it may address to the other party a written termination notice according to section 44.

## **Transitional Provisions**

38. The permits issued by the Régie which are in force in the territory of Kahnawake at the coming into effect of this section are deemed to have been issued by the ABC Board and, henceforth, must conform to the Kahnawake Communal Law on Alcoholic Beverages; they shall be treated by the ABC Board in the same manner as if they had been issued by the ABC Board.

The Régie will transfer to the ABC Board the files relating to such permits.

39. Applications for permits in Kahnawake or any other proceedings related to such permits which are pending before the Régie at the coming into effect of this section are transferred to the ABC Board for decision.

## **Implementation of the Agreement**

40. Québec agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.
41. Kahnawake agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

## **Duration of the Agreement**

42. This Agreement shall take effect on the date of its signing by both parties subject to the provisions of this Agreement.

However, sections 6, 18, 19, 20, 38 and 39 shall come into effect on the date agreed upon in writing by the parties.

The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

The duration of this Agreement is for a period of five (5) years and will be, at its expiry, automatically renewed for additional terms unless one of the parties send a termination notice to the other.

### Amendment of the Agreement

43. The parties may, by a written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement or to matters not specified herein.

### Termination of the Agreement

44. The Agreement may be terminated at the expiry of a delay of sixty (60) days from the date a termination notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.

45. In case of termination, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

46. In case of termination of this Agreement by either one of the parties, the parties agree to take the appropriate steps to end this Agreement.

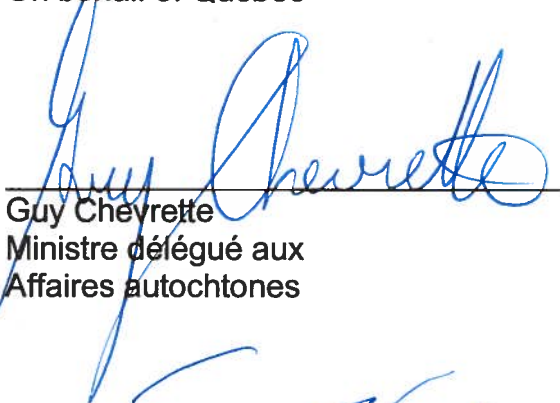
### Miscellaneous Provisions

47. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in anyway as abrogating, derogating, negating or recognizing any aboriginal, treaty of other rights.

48. Should any provision of this Agreement be declared null or invalid by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the goals pursued by this Agreement are achieved.

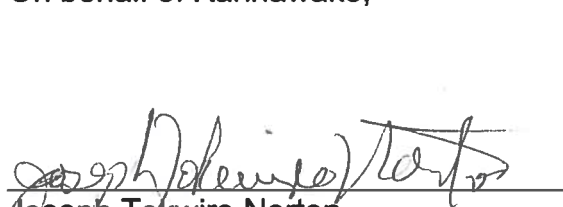
IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of March 1999:

On behalf of Québec



Guy Chevrette  
Ministre délégué aux  
Affaires autochtones

On behalf of Kahnawake,



Joseph Tekwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake



Serge Ménard  
Ministre de la Sécurité publique

## SCHEDULE 1

### CLASSES OF PERMITS

The classes of permits governed by the present agreement are :

**A) Permits under the Act respecting liquor permits :**

- « Public house permit » : A public house or “pub” permit entitles the holder to sell wine on tap and weak cider for consumption on the premises every day except Sunday, 1 January and 25 December, from eight o'clock in the morning to one o'clock the following morning;
- « Tavern permit » : A tavern permit entitles the holder to sell beer and weak cider for consumption on the premises every day except Sunday, 1 January and 25 December, from eight o'clock in the morning to midnight.
- « Restaurant sale permits » : A restaurant sales permit entitles the holder to sell alcoholic beverages for consumption on the premises at a meal every day, from eight o'clock in the morning until three o'clock the following morning.
- « Restaurant service permit » : A restaurant service permit entitles its holder to serve to his patrons or to allow them to consume alcoholic beverages which they bring into his establishment for consumption on the premises at a meal, provided such beverages are not beer, alcohol, spirits or mixed alcoholic beverages commonly called “cooler” every day, from eight o'clock in the morning until three o'clock the following morning.
- « Bar permit » : A bar permit entitles the holder to sell alcoholic beverages, except wine on tap, for consumption on the premises every day, from eight o'clock in the morning until three o'clock the following morning.
- « Club permit » : A club permit entitles the holder to sell alcoholic beverages, except wine on tap, for consumption on the premises by the members of a club and their guest every day, from eight o'clock in the morning until three o'clock following morning.
- « Grocery permit » : A grocery permit entitles the holder to sell beer, cider and the wines and alcoholic beverages determined, except alcohol and spirits, for consumption at a place other than the establishment and its dependancies every day, from eight o'clock in the morning until eleven o'clock in the evening.
- « Cider sellers permit » : A cider seller's permit entitles the holder to sell cider for consumption at a place other than the establishment and its dependencies every day, from eight o'clock in the morning until eleven o'clock in the evening.

« Reunion permit » : A reunion permit entitles the holder, for the period determined, to sell or serve alcoholic beverages, wine on tap, for consumption at the place indicated at events determined, within the period determined comprised between eight o'clock in the morning and three o'clock in the following morning.

**B) Permits under the Kahnawake Communal Law on Alcoholic Beverages :**

« Restaurant » : A Restaurant Permit entitles the holder to sell Alcoholic Beverages to patrons of a Restaurant to be consumed with a meal and entitles the Permit holder's patrons to transport wine to the Restaurant for the purpose of personal consumption with a meal.

« Bar » : A Bar Permit entitles the holder to sell Alcoholic Beverages to patrons of the Bar for consumption on the premises.

« Retail » : A retail Permit entitles the permit holder to sell unopened containers of Spirits to the public.

« Grocery » : A Grocery Permit entitles the holder to sell unopened containers of Beer, Cider and Wine to customers of the Grocery.

« Social organization » : A Social Organization Permit entitles the holder to sell Alcoholic Beverages to members of the Social Organization and their guests for consumption within the entirety of the premises.

« Occasional » : An Occasional Permit entitles the holder to sell or serve Alcoholic Beverages for consumption at the place and during the times indicated on the Permit.

**SCHEDULE II**

**LIST OF SUPPLIERS**

1. Chain stores designed for supplies.

- |   |  |
|---|--|
| <p>1. Parc du Canal<br/>1655, Richardson<br/>Montréal</p> | <p>2. Centre de distribution spécialisé<br/>560, rue-Hector-Basalou<br/>Montréal</p> |
|---|--|

2. Authorized distributors - Agents

LIST OF AUTHORIZED DISTRIBUTORS MONTREAL MUNICIPALITY	
PROVIGO (DISTRIBUTION) INC. 1611, boul. Crémazie est, suite 1000 Montréal (Québec) H2M 2R9	Tél : (514) 383-3000 Fax : (514) 383-3088
GROSSISTE SUE SHANG INC. 3075, rue Ste-Catherine est Montréal (Québec) H1W 3X8	Tél : (514) 521-4795 Fax : (514) 521-6207
C.I.Q. COMMERCE INDÉPENDANTS DU QUÉBEC INC. 4850, St-Ambroise, suite 117 Montréal (Québec) H4C 3N8	Tél : (514) 939-3277 Fax : (514) 939-5744
ÉPICIER-SUNIS MÉTRO-RICHELIEU INC. Division Montréal 11011, boul. Maurice-Duplessis Montréal (QC) H1C 1V6	Tél : (514) 643-1000 Fax : (514) 643-1074
DISTRIBUTIONS DES ÉRABLES ENR. 1841-3161 QUÉBEC INC. 1900, des Érables Montréal (QC) H2K 3V2	Tél : (514) 525-2555 Fax : (514) 525-3777
DISTRIBUTION ALIMENTAIRE AUBUT INC. 3975, rue St-Ambroise Montréal (QC) H4C 2E1	Tél : (514) 933-0939 Fax : (514) 933-3725
ÉPICERIE EN GROS MÉTROPOLITAINE INC. 1050, rue Du Marché Central Montréal (QC) H4N 1K4	Tél : (514) 389-8261 Fax : (514) 389-3218
3017711 CANADA INC. 5850, rue Chambord Montréal (QC) H2G 3B4	Tél : (514) 270-2316 Fax : (514) 270-3888
COSTCO CANADA INC. 300, rue Bridge Montréal (QC) H2M 2C3	Tél : (514) 938-8207 Fax : (514) 938-5172
9082-0958 QUÉBEC INC. 8450, St-Dominique Montréal (QC) H2P 2L5	Tél : (514) 384-8133 Fax : (514) 384-3222
PROVIGO (DISTRIBUTION) INC. Libre-service Presto Henri-Julien 5400, Henri-Julien Montréal (QC) H2T 2E8	Tél : (514) 279-1408 Fax : (514) 279-8852
COSTCO CANADA INC. 1015, rue du Marché Montréal (QC) H4N 3J8	Tél : (514) 686-4444 Fax : (514) 686-7455
GEO. WEINER INC. 2310, avenue Berry Montréal (QC) H4B 2R4	Tél : (514) 488-8816 Fax : (514) 488-8810
ÉPICIER-SUNIS MÉTRO-RICHELIEU INC. Division Économique Montréal 9205, Notre-Dame est Montréal (QC) H1L 3N4	Tél : (514) 353-6000 Fax : (514) 353-8585



3. Holder of brewer's permits.

LA BRASSERIE LABATT LIMITEE	50, RUE LABATT	VILLE LASALLE	H8R 3E7	(514) 388-8050
LES BRASSERIES MOLSON	1555, RUE NOTRE-DAME EST	MONTREAL	H2L 2R5	(514) 521-1786
UNIBROUE INC.	80, RUE DES CARRIERES	CHAMBLY	J3L 2H6	(450) 858-7858
2417-3577 QUÉBEC INC.	8, RUE DU COLLEGE	LENNOXVILLE	J1M 1Z8	(819) 585-1015
LES BRASSEURS GMT INC.	8886, DE LA ROCHE	MONTREAL	H2J 3C3	(514) 274-4841
LES BRASSEURS DU NORD INC.	875 MICHELE-BOHEC	BLAINVILLE	J7C 5J6	(450) 979-8400
2949-0018 QUEBEC INC.	225, RUE HARDY	ST-CASIMR	G0A 3L0	(450) 973-4484
LA BRASSERIE MCAUSLAN INC.	4850, ST-AMBROISE SUITE 100	MONTREAL	H4C 3N8	(514) 938-3080
BRASAL BRASSERIE ALLEMANDE INC.	8477, RUE CORDNER	LASALLE	H8M 2X2	(514) 365-5050
FERME BRASSERIE SCHOONE INC.	295, RUE INDUSTRIEL	ST-ODILON-DE-CRANBOURNE	G0S 3A0	(418) 484-2788
BRASSERIE LE CHEVAL BLANC INC.	5020 RUE ST-PATRICK	MONTREAL	H4E 1A5	(514) 382-1551
LES BRASSEURS DE L'ANSE INC.	182, ROUTE 170	L'ANSE ST-JEAN	G0V 1J0	(418) 272-3234
LA BRASSERIE SEIGNEURIALE INC.	135-D CHEMIN DU TREMBLAY	BOUCHERVILLE	J4B 7K4	(450) 641-6433
LES BRASSEURS MASKOUTAINS INC.	5506, TRUDEAU LOCAL 12	ST-HYACINTHE	J2S 1H5	(450) 973-4484
BRASSERIE AUX 4 TEMPS INC.	480, MARTINEAU OUEST	ST-HYACINTHE	J2S 8B1	(450) 796-4400
BRASSEMONDE INC.	388, ROSSY	ST-ANDRE-AVELIN	J0V 1W0	(819) 863-3888
MICRO-BRAS. BAS ST-LAURENT GASPESE	14, RUE NOTRE-DAME EST	CAP-CHAT	G0J 1G0	(418) 786-2807
COOPERA.DE BRASS. PROFESS. ST-ROCH	310, RUE ST-ROCH	QUEBEC	G1K 6S2	(418) 822-4373
9033-2826 QUEBEC INC.	4240, BOULEVARD ST-LAURENT	MONTREAL	H2W 1Z3	(514) 288-6161
BRASSERIE LE CHAUDRON INC.	5710, RUE GARNIER	MONTREAL	H2G 2Z7	(514) 278-0744
LES BIÈRES DE LA NOUVELLE-FRANCE INC	3481, CHEMIN DES TREMBLES	SANT-PAULIN	J0K 3G0	(819) 288-5500
LA BROUE CHOPE INC.	46, BOULEVARD INDUSTRIEL	SANT-EUSTACHE	J7R 5C1	(450) 472-7733
MICROBRASSERIE CHARLEVOIX INC.	37, RUE SAINT-JEAN-BAPTISTE	BAIE-SAINT-PAUL	G0A 1B0	(418) 240-2332
9041-6630 QUÉBEC INC	3838, BOUL. LEMAN	LAVAL	H7E 1A1	(450) 681-0281
BRASSERIE BREUGHEL INC.	88, ROUTE 132	ST-GERMAIN	G0L 3G0	(418) 482-3893

4. Holders of beer distributor's permit.

CORPORATION BRASSERIE LAKEPORT	15 CHEMIN DE L'AVIATION	POINTE CLAIRE	H8R 4Z2	(450) 448/8908
LA COMPAGNIE BRASSERIE STROH (QUE) LTEE	2115 BERLIER	LAVAL	H7L 3M9	(450) 688/8767
THE SLEEMAN BREWING & MALTING CO. LTD	1597 & 1629, RUE CUNARD	LAVAL	H7S 284	(450) 978/1834
BRASSERIE D'ORVAL CANADA INC.	31, RUE BENNETT, C.P. 208	CHAMBLY	J3L 4B3	(450) 447/1511
RVA CANADA INC.	27, RUE BENNETT, C.P. 176	CHAMBLY	J3L 4B3	(450) 447/9047
LA COMPAGNIE DES BIERES SUPERIEURES INC.	3621, BOULEVARD LE CORBUSIER	LAVAL	DISTRIB	(450) 939/3080
LA BRASSERIE GUINNESS QUÉBEC LTEE	673, BOULEVARD JEAN-PAUL-VINCENT	LONGUEUIL	J4G 1R3	(450) 764/3842
GROLSH CANADA INC.	1275, RUE GRAHAM-BELL	BOUCHERVI LLE	J4B 6A1	(450) 448/7955
BRASSERIE FRIART (CANADA) INC.	2428, RUE DE LA PROVINCE	LONGUEUIL	J4G 1G1	(450) 928/3444
BRASSERIE LEFEBVRE (CANADA) INC.	2428, RUE DE LA PROVINCE	LONGUEUIL	J4G 1G1	(450) 928/3444
BRASSERIE MÉTEOR (CANADA) INC.	2428, RUE DE LA PROVINCE	LONGUEUIL	J4G 1G1	(450) 928/3444
SA-SYLVESTRE (CANADA) INC.	2428, RUE DE LA PROVINCE	LONGUEUIL	J4G 1G1	(450) 468/3444
BRASSERIE TUCHER BREWERY (CANADA) INC.	2428, RUE DE LA PROVINCE	LONGUEUIL	J4G 1G1	(450) 468/3434
HEINEKEN CANADA INC.	1400, RUE GRAHAM-BELL	BOUCHERVI LLE	J4B 6H5	

5. Holders of craft production's permit or beer craft production's permit.

141274 CANADA INC.	808, RUE ONTARIO EST	MONTREAL	H2L 1P1	(514) 822-8205
NOUVEAUX BRASSEURS ASSOCIES INC.	37, RUE ST-ANDRE	QUEBEC	G1K 8T3	(418) 882-2877
2532-1423 (QUEBEC) INC.	4457, BOUL. ST-LAURENT	MONTREAL	H2W 1Z8	(514) 843-6586
GESTION FAVREAU DEMERS INC.	1850 AVE DES CASCADES OUEST	ST-HYACINTHE	J2S 3J3	(450) 771-8900
8036-4407 QUEBEC INC.	4650, BOUL. ST-LAURENT	MONTREAL	H2T 1R3	(514) 287-1412
MICRO BRASSERIE DE LA DIABLE INC.	3005, CHEMIN PRINCIPAL	MONT-TREMBLA NT	J0T 1Z0	(819) 681-4546
MICRO BRASSERIE SAINT-ARNOULD INC.	435, RUE PAQUETTE	ST-JOVITE	J0T 2H0	(819) 425-1262
8032-8451 QUEBEC INC.	3180, BOUL. DES FORGES	TROIS-RIVIERES	G8Z 1V8	(819) 881-3371
BRASS. ARTISANALE L'AMERE A BOIRE INC.	2045 & 2048, RUE ST-DENIS	MONTREAL	H2X 3K9	(514) 282-7448
8023-7818 QUEBEC INC.	1219, CRESCENT	MONTREAL	H3G 2B1	(514) 393-9277
3224821 CANADA INC.	6321, TRANSCANADA, SUITE 129	POINTE-CLAIRE	H9R 5A5	(514) 895-7550
8007-0244 QUEBEC INC.	1, CHEMIN LA MINERVE	LA MINERVE	J0T 1S0	(819) 274-2221
BRASSERIE DIEU DU CIEL INC.	29, RUE LAURIER OUEST	MONTREAL	H2T 2N2	(514) 480-8535
2968-0584 QUEBEC INC.	816, CHEMIN DE L'EGLISE	STE-BARBE	J0S 1P0	(450) 373-8429
JEAN-GUY ANGELL	134, RANG ST-GEORGES	ST-BERNARD DE LACOLLE	J0J 1V0	(514) 246-4210
LE DOM. DES COTES D'ARDOISES (1983) INC.	879, RUE BRUCE, ROUTE 202	DUNHAM	J0E 1M0	(514) 845-8638
VIGNOBLE DE L'ORPALLEUR INC.	1088, ROUTE 202	DUNHAM	J0E 1M0	(450) 295-2763
LE VIGNOBLE LE CEP D'ARGENT INC.	1257, CHEMIN DE LA RIVIERE	CANTON DE MAGOG	J1X 3W5	(819) 884-4441
VICTOR DIETRICH, CHRISTIANE JOOSS	407, GRANDE LIGNE	IBERVILLE	J2X 4J2	(450) 347-8857

CLAUDE GRENIER	1478, CHEMIN BROMONT	CANTON DE SHEFFORD	JOE 2ND	(450) 538-0573
3080-4411 QUEBEC INC.	4042, RUE PRINCIPALE	DUNHAM	JOE 1MD	(450) 295-3383
GILLES BENOIT	136, GRAND SABREVOIS	SABREVOIS	JOJ 200	(450) 347-1073
GIBLAINE POULIN NAUD	155, DES ERABLES	BRIGHAM	J2K 4E1	(450) 288-2148
PIERRE GENESSE ET MARIE-C. LIZOTTE	1048, RUE BRUCE, ROUTE 202	DUNHAM	JOE 1MD	(450) 295-3503
MONIQUE MORIN ET ETIENNE HEROUX	238, ROUTE 221	NAPIERVILLE	JOJ 1L0	(450) 245-7588
LUCIE ST-PIERRE ET ROBERT LE ROYER	182, ROUTE 221	ST-CYPRIEN DE NAPIERVILLE	JOJ 1L0	(450) 245-0208
JEAN-JOLY, LYNE FORTIER	318, ROUTE 202	HAVELOCK	JOS 1E0	(514) 321-8347
9054-9049 QUEBEC INC.	341, RUE BRUCE, ROUTE 202	DUNHAM	JOE 1MD	(450) 295-3034
VIGNOBLES SOUS LES CHARMILLES INC.	3747 CHEMIN DUNANT	ROCK FOREST	J1N 3B7	(819) 346-7188
E. ROBAILLE & GUY DESROCHERS	1385 & 1421, RANG BRODEUR	ST-EUGENE	JOC 1J0	(819) 386-7348
Y. CHARETTE, YVES MONACHON	150, CHEMIN BOULAIS	RAINVILLE	J2N 2P9	(450) 293-8311
9035-1040 QUEBEC INC.	1A, CHEMIN DU BOUT DE L'ILE	STE-PETRONILLE	GOA 4C0	(418) 828-1253
9017-6738 QUEBEC INC.	330, AVENUE DE LA MONTAGNE	MONT-ST-GREGOIRE	JOJ 1K0	(450) 358-5828
G.TARDIF G.MEUNIER TARDIF	1148, CHEMIN DES PATRIOTES	ST-DENIS-SUR-RICHELIEU	JOM 1K0	(450) 787-3766
DOMAINE DE L'ARDENNAIS INC	158, CHEMIN RIDGE	STANBRIDGE-EST	JOJ 2H0	(450) 248-0587
ROYARNOIS INC.	132, CHEMIN DU CAP TOURMENTE	ST-JOACHIM	GOA 3X0	(418) 827-6166
9004-6780 QUEBEC INC.	1050, CHEMIN DUTCH	ST-ARMAND	JOJ 1T0	(450) 248-2634
LA ROCHE DES BRISES INC.	2007, RUE PRINCIPALE	ST-JOSEPH-DU-LAC	JON 1MD	(450) 829-8562
C. DESROCHERS ET MARIO PLANTE	7100, RANG ST-VINCENT	MIRABEL	JON 1R0	(450) 437-9621
9045-2129 QUEBEC INC.	451 ET 459, CHEMIN DE LA RIVIERE	CANTON DE MAGOG	J1X 3W5	(819) 847-8467
COOP. PROD. VIT. BOURG-ROYAL	1910, RUE DES ERABLES	CHARLESBOURG	G2L 1R6	(418) 823-2454
2545-2085 QUÉBEC INC.	740, CHEMIN BEAN	STANSTEAD	JOB 3E0	(819) 876-7900
ABB. CISTER. N.-DAME DE NAZARETH	471, RUE PRINCIPALE - C.P. 99	ROUEMONT	JOL 1MD	(450) 469-2880
LES VER. DENIS CHARBONNEAU INC.	575, RANG DE LA MONTAGNE	MONT ST-GREGOIRE	JOJ 1K0	(450) 347-9184
JEAN-L. MARCHAND, LISE MARCHAND	790, CHEMIN DE LA MONTAGNE	MONT ST-HILAIRE	J3G 4S6	(450) 487-8197
L. DESNOYERS, MAURICE DESCHENES	4354, CHEMIN OKA	ST-JOSEPH DU LAC,	JON 1MD	(450) 472-2463
LES DISTRIBUTIONS DE CAM INC.	1074, CHEMIN DE LA MONTAGNE	MONT-SAINT-HILAIRE	J3G 4S6	(450) 446-2552
JEAN-MARIE TARDIF, MARIE-A. TARDIF	150, RANG DE LA MONTAGNE	ROUEMONT	JOL 1MD	(450) 468-2521
LEO BOUTIN, DENISE LECLERC	710 RANG DE LA MONTAGNE	MONT ST-GREGOIRE	JOJ 1K0	(450) 346-3326
HELENE DOUCET LEVASSEUR & AL	1047, ROUTE 202	DUNHAM	JOE 1MD	(450) 295-2223
S. DENICOURT, MARC A. ST-JACQUES	890 GRAND RANG ST-CHARLES	ST-PAUL D'ABBOTSFORD	JOE 1A0	(450) 379-8732
LA SOC. SYLVICOLE DE ST-NICOLAS INC.	2074, MARIE-VICTORIN	ST-NICOLAS	G7A 4H5	(418) 836-6505
CHARLES TEN EYCK	783, RUE BRUCE, ROUTE 202	DUNHAM	JOE 1MD	(450) 295-2295
FRANCINE DAIGLE LAMARCHE	175, MONTEE DU VILLAGE	ST-JOSEPH-DU-LAC	JON 1MD	(450) 823-0886
MICHEL ROBERT	1130, BOUL. LAURIER	MONT ST-HILAIRE	J3G 4S6	(450) 484-3466
GAETAN PETIT, STEPHANE PETIT	1020, CHEMIN DE LA MONTAGNE	MONT-ST-HILAIRE	J3G 4S6	(450) 487-8828
VERGERS BERNARD DUBE INC.	500 ET 508, PRINCIPALE	ROUEMONT	JOL 1MD	(450) 488-3945
ERIC LAFRANCE	1473, RUE PRINCIPALE	ST-JOSEPH-DU-LAC	JON 1MD	(450) 481-7888
LES FRERES DU SACRE-COEUR -	905, BOIS-FRANCS SUD	VICTORIAVILLE	G8P 5W1	(819) 357-8215
FERME B.J.M. (1987) INC.	2200, CHEMIN ROYAL	ST-PIERRE, ILE D'ORLÉANS	GOA 4E0	(418) 828-8318

FRANÇOIS POULIOT	817, ROUTE 202	HEMMINGFORD	JOL 1M0	(450) 247-2889
DENIS ALX, RÉJEAN ALX	188, RANG DE LA MONTAGNE	ROUGEMONT	JOL 1M0	(450) 488-3004
VERGER DU MINOT INC	378, CHEMIN COVEY-HILL	HEMMINGFORD	JOL 1M0	(450) 247-3111
GERZER INC.	3299, ROUTE 209	FRANKLIN	JOS 1E0	(450) 826-4809
PATRICK ET STEPHANE VANIER	27, RANG SAXBY NORD	GRANBY	J2G 8C7	(450) 372-3403
BERNARD BLACHERÉ	132, RUE PRINCIPALE	BEEBE	JOB 1E0	(819) 876-2800
FERME APICOLE DESROCHERS D. INC.	R.R. 3 - 113 RANG 2 GRAVEL	FERME-NEUVE	JOW 1C0	(819) 587-3471
MARIO LECLERC, HELENE PRINCE	239, RANG DE LA PAROISSE	ST-AGAPIT	GOS 1Z0	(418) 888-3323
LES RUCHERS PROMIEL INC.	8862, BOUL. SAINTE-ANNE	CHATEAU-RICHE R	G0A 1N0	(418) 824-4411
INTERMIEL INC.	10291 LA FRESNIERE	ST-BENOIT, MIRABEL	JON 1K0	(450) 258-2713
PRODUITS BIOLOGIQUES LA FEE INC.	250, RANG ST-EDOUARD. C.P. 78	ST-PHILBERT	GOM 1X0	(418) 228-7525
NORMAND TREMBLAY	141, ROUTE DE LA MER	STE-FLAVIE	G0J 2L0	(418) 725-8383
LOUISE LABARRE ET ANDRE LEBLANC	14835, ST-LAURENT	PRECIEUX-SANG	G0X 2A0	(819) 294-2751
SOCIÉTÉ PROMIEL SENC	30, RUE VÉZINA	ST-JOS.-DE-LA-P OINTE-DE-LÉVY	G6V 8N4	(418) 824-4411
JOHN FOREST	1059, DIMOCK CREEK	MARIA	G0C 1Y0	(418) 759-3027
MANON BOULET, NICK RAYMOND	267, 2IEME RANG OUEST	ST-MICHEL DE BELLECHASSE	G0R 3S0	(418) 884-2327
MADO ET JACQUES MCISAAC INC.	5540, RANG SUD-EST	ST-CHARLES DE BELLECHASSE	G0R 2T0	(418) 887-3788
LA FRAMBOISIERE DES 3 INC.	17 ET 19, RUE DU DOMAINE	ST-PACOME	G0L 3X0	(418) 852-2158
BERNARD MONNA	723, CHEMIN ROYAL	ST-PIERRE	G0A 4E0	(418) 828-1057
JACQUES GAUTHIER	158, CHEMIN DES PIONNIERS	LAC ST-PAUL	J0W 1K0	(819) 587-3858
8014-8222 QUEBEC INC.	1305, LALIBERTE	RAWDON	J0K 1S0	(450) 834-6127
NICOLE CREPEAU & LEON DUTIL	2272, LAVERENDRYE	MASCOUCHE	J7K 3C3	(450) 474-5568
YVES COUSINEAU, JEAN-F. PRÉVOST	480, RUE MES HILL	COMPTON	J0B 1L0	(819) 837-2558
NEIL PERKINS, RALPH PERKINS	1825, CHEMIN ROBINSON	DUNHAM	J0E 1M0	(450) 538-6433
ERABLIÈRE L'ÉVIL DU PRINTEMPS INC.	65, RUE DU VIEUX MOULIN	AUCLAIR	G0L 1A0	(418) 899-2825
JANICK CHOQUETTE & C. LEMELUX	3888 & 3898, RANG KILDARE	RAWDON	J0K 1S0	(450) 758-1525
ANDRE GADOURY & C. DURAND	188, RANG GULLAUME TELL	ST-JEAN-DE-MAT HA	J0K 2S0	(514) 888-3814
FERME VALREMI INC.	3271, PETIT RANG STE-CATHERINE	ST-CUTHBERT	J0K 2C0	(514) 838-2188

**AGREEMENT ON FISCAL MATTERS RELATED TO  
TOBACCO, PETROLEUM AND ALCOHOL PRODUCTS**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including fiscal matters;

**AND WHEREAS** the Mohawks of Kahnawake have the right to the tax exemptions described in the *Indian Act* (R.S.C. (1985) c. I-5).

**AND WHEREAS** the present situation with regard to taxation of tobacco, petroleum and alcohol products is not satisfactory and has resulted in misunderstandings which have caused conflicts between the parties;

**AND WHEREAS** the parties wish to conclude an agreement for the purpose of establishing certain principles and procedures that will resolve these misunderstandings and avoid future conflicts between themselves;

**AND WHEREAS** the parties are intended to sign a complementary agreement on fiscal matters related to consumer goods and services.

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

**Part 1**

**OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to identify the principles and procedures that will define the relationship between the parties in fiscal matters regarding tobacco, petroleum and alcohol products.
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.
4. The following Schedules are an integral part of this Agreement:
  1. Definitions;
  2. Monitoring of the general level of prices.
5. The taxes covered by this Agreement are the tax on tobacco under the *Tobacco Tax Act* (R.S.Q., c. I-2), the tax on petroleum products under the *Fuel Tax Act* (R.S.Q., c.T-1) and the tax on alcoholic beverages under Title II of the *Act respecting the Québec Sales Tax* (R.S.Q., c.T-0.1), (hereinafter referred to collectively as "specific taxes").

**Part 2**

**SPECIAL PRODUCTS**

6. Kahnawake will provide for a regulatory framework for the supply and sale of tobacco, petroleum and alcohol products (collectively referred to as «special products») within the Territory.
7. Kahnawake will establish a single supply system for all special products sold in the Territory .
8. Kahnawake will provide that all special products supplied in the Territory to persons who are not Mohawks have been legally obtained from sources acceptable to both parties.

9. Except to the extent that the operation of this Agreement provides otherwise, the supply of special products outside the Territory is subject to applicable taxes.

### **Part 3**

#### **REMITTANCE TO KAHNAWAKE**

10. The Minister of Revenue shall remit to Kahnawake, or such entity as may be identified by Kahnawake, the amount of the specific taxes which have been collected on the special products supplied in the Territory to Mohawks for personal use or consumption; no reimbursement of any specific tax will be made directly to an individual or merchant by Québec.
11. This remittance is made, following a request by the Council on the terms and conditions determined by the parties. The amount of the remittance is calculated on the basis of the special products that have been supplied during the period through the single supply channel referred to in section 7 to the Mohawk merchants and supplied again by them to the Mohawks for their own consumption.
12. The Minister of Revenue may deduct from this remittance an amount established in a manner agreed upon by the parties, corresponding, in whole or in part, to the cost of the identification card system defined in Schedule 1.

### **Part 4**

#### **ASSESSMENT MECHANISMS**

##### **Price Structure Monitoring**

13. The parties agree that in the event the retail price of the special products supplied in the Territory to persons who are not Mohawks are not within the prevailing market prices in the surrounding region, it shall not be attributable to operation of this Agreement.
14. The parties agree to set up a joint mechanism for the monitoring of the general price levels in the Territory and in the surrounding region as provided in Schedule 2.

##### **Exchange of Information**

15. The parties agree to exchange regularly all the informations, data and statistics required for each party to be in a position to appraise the implementation of this Agreement. Each party will respect the confidentiality of such information and use it, in accordance with applicable laws, for no other purpose than matters identified in this Agreement.
16. In the event the parties cannot agree on the nature of the information, data or statistics to be exchanged, the matter will be submitted to the Liaison Committee defined in Schedule 1.

### **Part 5**

#### **COOPERATION**

17. The parties to this Agreement recognize the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

## **Implementation**

18. The chief of the Office defined in Schedule 1 and the deputy-minister of Revenue are responsible for the application and implementation of this Agreement. Each of them may delegate to any person of the Office or the Department the power to implement any section of this Agreement.
19. Quebec agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.
20. Kahnawake agrees to shall take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

## **Liaison Committee**

21. The Liaison Committee defined in Schedule 1 is charged with supervising the application of this Agreement.
22. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

## **Part 6**

### **FINAL PROVISIONS**

#### **Duration of the Agreement**

23. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.

However, sections 6, 7, 8 and 10 shall come into effect on the date agreed upon in writing by the parties.

24. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

#### **Amendment of the Agreement**

25. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

#### **Difficulties of Application**

26. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all of the provisions of this Agreement.
27. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 28.

#### **Cancellation of the Agreement**

28. This Agreement is canceled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.



29. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

### Renewal of the Agreement

30. This Agreement is renewed automatically unless one of the parties gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 29 applies.

31. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights, except to the extent that it recognizes the right of the Mohawks to tax exemptions.

32. Nothing in this Agreement affects the rights of a person who is not a Mohawk to whom this Agreement applies to benefit from the tax exemptions provided for in the *Indian Act*.


33. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.


IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of

March 1999:

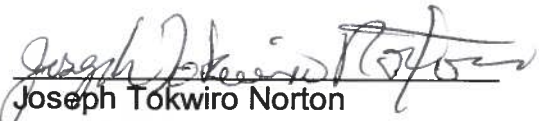
On behalf of Québec,

  
Guy Chevrette  
Ministre délégué aux affaires autochtones

  
Rita Dionne-Marsolais  
Ministre du Revenu

  
Bernard Landry  
Vice-premier ministre  
Ministre d'État à l'Économie et aux Finances  
Ministre de l'Industrie et du Commerce  
Ministre des Finances

On behalf of Kahnawake,

  
Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake

## Schedule 1

### DEFINITIONS

1. **«Mohawk»** or **«Mohawk of Kahnawake»** means a person who is defined as a member of the Mohawks of Kahnawake under the Kahnawake Custom Code on Membership, as adopted by the Council and as amended from time to time, and who ordinarily resides in the Territory.
2. **«Personal use»** means the use by the person to whom the special products has been supplied or by his or her dependants.
3. **«Retail price»** means the total amount paid by a purchaser for the supply of a special product, including any tax, charge or fee.
4. **«Identification card system»** means the system of identification cards established under section 8 of the Agreement or the taxation of consumer goods and services concluded between the parties, as it may be amended from time to time.
5. **«Office»** means the office established by the Council to manage the identification card system.
6. **«Liaison Committee»** means the Liaison Committee established under the Agreement on fiscal matters related to consumer goods and services.

## Schedule 2

### MONITORING OF THE GENERAL LEVEL OF PRICES

#### **Joint Inquiry**

1. When a party believes that a particular special product, or a category of special products is supplied in the Territory at a retail price which is substantially lower than the retail price of similar goods in the region surrounding the Territory, it can cause an inquiry to be set up to examine the situation.
2. The inquiry shall be carried out by appointees from each party, acting jointly.
3. The sole purpose of the inquiry shall be to establish the retail price effectively paid in the Territory and in the surrounding region, and make a report thereof to the Liaison Committee.

#### **Examination by the Office**

4. If the Liaison Committee finds that there is effectively a substantial difference in the retail price of similar goods in the Territory and in the surrounding region, the Office shall conduct an examination of the reasons which explain the lower price in the Territory.
5. The Office shall, within 15 days, make a report of its findings to the Liaison Committee.

#### **Recommendation by the Liaison Committee**

6. The Liaison Committee shall determine whether the retail price difference contravenes section 13 of the Agreement and, if so, shall make recommendations to remedy the situation.

**AGREEMENT ON FISCAL MATTERS RELATED TO  
CONSUMER GOODS AND SERVICES**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including fiscal matters ;

**AND WHEREAS** the Mohawks of Kahnawake have the right to the tax exemptions described in the *Indian Act*. (R.S.C. (1985) c. I-5).

**AND WHEREAS** the present situation with regard to taxation of consumer goods and services is not satisfactory and has resulted in misunderstandings which have caused conflicts between the parties ;

**AND WHEREAS** the parties wish to conclude an agreement for the purpose of establishing certain principles and procedures that will resolve these misunderstandings and avoid future conflicts between themselves ;

**AND WHEREAS** the parties are intended to sign a complementary agreement on fiscal matters related to tobacco, petroleum and alcohol products ;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING :**

**Part 1**

**OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to identify the principles and procedures that will define the relationship between the parties in fiscal matters regarding consumer goods and services.
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.
4. The following Schedules are an integral part of this Agreement:
  1. Definitions;
  2. Monitoring of the general level of prices;
  3. Reimbursement process and record keeping;
  4. List of tax-exempt goods.
5. The taxes covered by this Agreement are the Quebec sales tax (QST) under Title I of the Act respecting the Québec Sales Tax (R.S.Q, c. T-0.1) and the Goods and Services tax (GST) under Part IX of the Excise Tax Act (R.S.C. (1985) c.E-15), hereinafter referred to collectively as « sales taxes »;

If an agreement cannot be concluded with Canada for the inclusion of the GST in this Agreement, the parties reserve the right to review this Agreement.

6. The parties agree that the fiscal regime defined in this Agreement applies only to Mohawks of Kahnawake who ordinarily reside on the Territory, hereinafter referred to individually or collectively as « beneficiary» or «beneficiaries».

## **Part 2**

### **PURCHASES MADE BY BENEFICIARIES**

#### **Supply of Goods and Services on the Territory**

7. The supply on the Territory to a beneficiary of goods for personal use or consumption or of services remain exempt from sales taxes at the time and place of supply.

#### **Supply of goods outside the Territory**

8. The supply outside the Territory to a beneficiary of goods for personal use or consumption in the Territory is exempt from sales taxes at the time and place of supply, on the mandatory presentation to the merchant of the identification card the form and content of which will be acceptable to the parties.
9. The goods covered by section 8 are those coming within the categories listed in Schedule 4.

This Schedule may be amended with the consent of the parties.

10. The parties may agree to set maximum amounts or other limits for the goods supplied outside the Territory and beyond which the identification card referred to in section 8 cannot be used.

Notwithstanding the foregoing, the parties may agree on a process for reimbursing the sales taxes paid by a beneficiary on the supply of goods for personal consumption in the Territory and for which the card referred to in section 8 cannot be used because of the application of the first paragraph.

#### **Supply of Services Outside the Territory**

11. The sales taxes paid on the supply outside the Territory to a beneficiary of services designated by the parties or which are related to a personally owned moveable or immovable good, situated in the Territory, may be reimbursed under the terms and conditions agreed upon by the parties.

The parties may also agree that the supply of certain designated services shall be exempt from sales taxes at the time and place of supply on the mandatory presentation of the identification card referred to in section 8.

## **Part 3**

### **PURCHASES MADE BY NON BENEFICIARIES**

12. The parties agree that in the event the retail price of the goods or services supplied in the Territory to persons who are not beneficiaries are not within the prevailing market prices in the surrounding region, it shall not be attributable to the operation of this Agreement.
13. For the application of sections 12 and 20, the Council may replace the sales taxes by a charge or fee the proceeds of which shall remain in Kahnawake, and the amount of which shall be harmonized with the amount of the QST and the GST.

**Part 4**  
**RETAIL BUSINESS**

14. A supply of goods or services made to a recognized Mohawk merchant for the purpose of use, consumption or supply in the course of that Mohawk merchant's retail business in the Territory, is exempt from the sales taxes.

For the purposes of this section, Kahnawake agrees to implement a procedure for identifying all Mohawk merchants carrying on retail businesses in the Territory and differentiating them from the Mohawk merchants carrying on wholesale or manufacturing businesses in the Territory.

**Part 5**  
**PURCHASES BY COUNCIL**

15. Goods and services supplied for its own use to the Council or to an entity of the Council to which the latter has delegated powers, or to any other entity of a public nature jointly designated by the parties, shall be exempt from sales taxes at the time and place of supply.

**Part 6**  
**ASSESSMENT MECHANISMS**

**Establishment of an Office**

16. Kahnawake will establish and maintain an Office (hereafter referred to as the «Office») to manage the identification card system and the reimbursement process.
17. Quebec recognizes the Office as a Kahnawake Mohawk institution charged with the implementation of this Agreement, including the administration of reimbursement demands.

**Use of Identification Card**

18. Kahnawake shall provide for regular controls of the identification card system.
19. A list of all Mohawks to which this Agreement applies shall be transmitted to the Minister of Revenue for his information. This list shall identify the beneficiaries who are temporarily absent from the Territory and shall be updated on a regular basis.

The Minister of Revenue shall keep this information strictly confidential and shall not use it without the consent of the Council for any purpose other than matters identified in this Agreement.

**Price Structure Monitoring**

20. The parties agree to set up a joint mechanism for the monitoring of the general price levels in the Territory and in the surrounding region as provided in Schedule 2.

## **Exchange of Information**

21. The parties agree regularly to exchange all the information, data and statistics required for each party to be in a position to appraise the implementation of this Agreement. Each party will respect the confidentiality of such information and use it, in accordance with applicable laws, for no other purpose than matters identified in this Agreement.
22. In the event the parties cannot agree on the nature of the information, data or statistics to be exchanged, the matter will be submitted to the Liaison Committee referred to hereinafter.

## **Part 7**

### **COOPERATION**

23. The parties to this Agreement recognize the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.
24. Quebec will assist the Office, its members and the employees charged by the Council to implement this Agreement in order to facilitate the application of the tax exemption and reimbursement system contemplated in this Agreement.

### **Implementation**

25. The chief of the Office and the deputy-minister of Revenue are responsible for the application and implementation of this Agreement. Each of them may delegate to any person of the Office or the Department the power to implement any section of this Agreement.
26. Quebec agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.
27. Kahnawake agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.

### **Liaison Committee**

28. A Liaison Committee is formed as an advisory body in charge of supervising the application of this Agreement and of a complementary agreement on the taxation of tobacco, petroleum and alcohol products.
29. The Liaison Committee shall be composed of an equal number of representatives from each party.
30. The Liaison Committee shall meet as often as required.
31. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.



## **Part 8 FINAL PROVISIONS**

### **Duration of the Agreement**

32. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.

However, section 8, 12, 13, 14,16, 18 and 20 shall come into effect on the date agreed upon in writing by the parties.

33. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

### **Amendment of the Agreement**

34. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

### **Difficulties of application**

35. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.

36. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 37.

### **Cancellation of the Agreement**

37. This Agreement is canceled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.

38. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

### **Renewal of the Agreement**

39. This Agreement is renewed automatically unless one of the parties gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 38 applies.

40. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights, except to the extent that it recognizes the right of the Mohawks to tax exemptions.

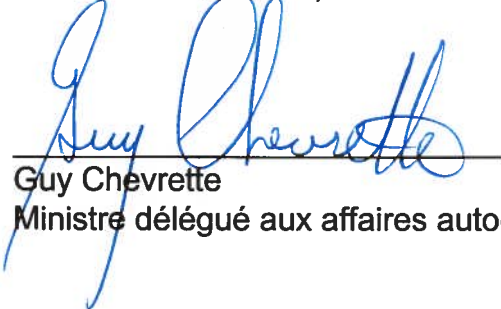
41. Nothing in this Agreement affects the rights of a person who is not a beneficiary to benefit from the tax exemptions provided for in the *Indian Act*.

42. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

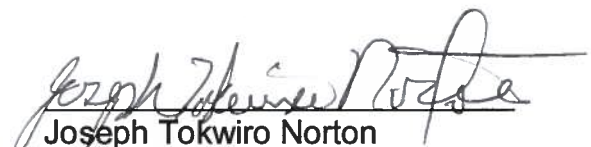
IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of

March 1999:


On behalf of Québec,

  
Guy Chevrette  
Ministre délégué aux affaires autochtones

On behalf of Kahnawake,

  
Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake

  
Rita Dionne-Marsolais  
Ministre du Revenu

  
Bernard Landry  
Vice-Premier ministre  
Ministre d'État à l'économie et aux finances  
Ministre de l'Industrie et du Commerce  
Ministre des Finances

## Schedule 1

### DEFINITIONS

1. **«Mohawk»** or **«Mohawk of Kahnawake»** means a person who is defined as a member of the Mohawks of Kahnawake under the Kahnawake Custom Code on Membership, as adopted by the Council and as amended from time to time, and who ordinarily resides in the Territory.
2. **«Personal use or consumption»** means the use or consumption by the person to whom the good or service was supplied or by his or her dependants and, except as provided otherwise, does not cover the use or consumption of goods or services for commercial purposes, particularly for resale or in the wholesale or manufacturing process.
3. **«Retail price»** means the total amount paid by a purchaser for the supply of a good or service, including any tax, charge or fee.

## Schedule 2

### MONITORING OF THE GENERAL LEVEL OF PRICES

#### **Joint inquiry**

1. When a party believes that a particular good or service, or a category of goods or services, is supplied in the Territory at a retail price which is substantially lower than the retail price of similar goods or services in the region surrounding the Territory, it can cause an inquiry to be set up to examine the situation.
2. The inquiry shall be carried out by appointees from each party, acting jointly.
3. The sole purpose of the inquiry shall be to establish the retail price effectively paid in the Territory and in the surrounding region, and make a report thereof to the Liaison Committee.

#### **Examination by the Office**

4. If the Liaison Committee finds that there is effectively a substantial difference in the retail price of similar goods or services in the Territory and in the surrounding region, the Office shall conduct an examination of the reasons which explain the lower price in the Territory.
5. The Office shall, within 15 days, make a report of its findings to the Liaison Committee.

#### **Recommendation by the Liaison Committee**

6. The Liaison Committee shall determine whether the retail price difference contravenes section 12 of the Agreement and, if so, shall make recommendations to remedy the situation.

## Schedule 4

### SUPPLIES OF NON-TAXABLE GOODS FOR THE PURPOSES OF SECTION 9

#### **1. Foodstuffs**

- Purchases made in supermarkets, grocery stores, convenience stores, bakery shops, pastry shops, fruit and vegetable shops.
- Household cleaning products.
- Toiletries.

#### **2. Furniture and Household Appliances**

- Non-electric household items: rugs, carpets, curtains, wallpaper, drapes, dishes, bedclothes and mattresses.
- Electric household items: household appliances (stoves, refrigerators, washing machines, dryers, dishwashers, vacuum cleaners, sewing machines, etc.); television sets, radios, domestic computers, electrical lighting appliances (lamps).
- Household furniture.

#### **3. Clothing**

- Clothing and accessories for men, women and children.
- Fabrics and sewing items.
- Footwear.

#### **4. Motor Vehicles and Machinery**

- Automobiles or trucks, new or used.
- Automobile or truck parts and accessories, including tires.
- Lawnmowers.
- Hardware items, including construction materials.
- Recreational vehicles (Snowmobiles, boats, canoes, outboard motors, mopeds, golf carts, motorcycles, travel trailers, trailers).

#### **5. Miscellaneous**

- Florists and garden centres.
- Film and photography equipment and supplies.
- Musical instruments and items, records, discs and magnetic tapes.
- Books, periodicals and newspapers.
- Toys.
- All other goods supplied outside the Territory for personal consumption or use exclusively inside the Territory.

**AGREEMENT ON ECONOMIC DEVELOPMENT**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including economic development;

**AND WHEREAS** economic development and job creation are essential elements for the progress of Kahnawake, the well-being of its population and the ability of Kahnawake to take charge of its future;

**AND WHEREAS** the parties wish to combine their efforts to stimulate economic development; and job creation; and actively support Kahnawake initiated ventures;

**AND WHEREAS** the parties favour the establishment of joint ventures between themselves when required;

## **NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

### **OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to enhance the economic development of Kahnawake and the creation of jobs for the Mohawks of Kahnawake;
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.

### **PROJECTS ELIGIBILITY**

4. Quebec will ensure that economic projects proposed by the Council or entities of the Council, or by Mohawk entrepreneurs, are eligible to all economic support programs within its jurisdiction.

Quebec will make sure that demands concerning these projects are processed, under applicable laws, with due diligence.

### **DEVELOPMENT FUND**

5. Kahnawake shall be entitled to benefit from, but not limited to, the Development Fund for Aboriginal People to be set up by Quebec.

The terms and conditions of such a recourse to the Fund shall be negotiated by the parties in the light of the particular circumstances of the proposed projects.

### **JOINT VENTURES**

6. The parties will proceed as needed without delay on the report of the Joint Working Group created under the Agreement on Transport and User fees to study the possible use for economic development, through a joint venture, of the lands under the control of the *Ministère des Transports du Québec* and which are immediately adjacent to the Territory.

In addition to the above paragraph, other joint ventures can be considered.

### **COOPERATION**

7. The parties to this Agreement recognise the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

## **Liaison Committee**

8. A Liaison Committee is formed to supervise the application of this Agreement.
9. The Liaison Committee shall be composed of an equal number of representatives from each party.
10. The Liaison Committee shall meet as often as required.
11. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

The Liaison Committee shall, in particular, suggest to the parties the terms and conditions of any recourse to the Development Fund as provided in section 5.

## **FINAL PROVISIONS**

### **Duration of the Agreement**

12. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.
13. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

### **Amendment of the Agreement**

14. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

### **Difficulties of Application**

15. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.
16. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 17.

### **Cancellation of the Agreement**

17. This Agreement is cancelled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.
18. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

### **Extension or Renewal of the Agreement**

19. This Agreement is renewed automatically unless one party gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 18 applies.



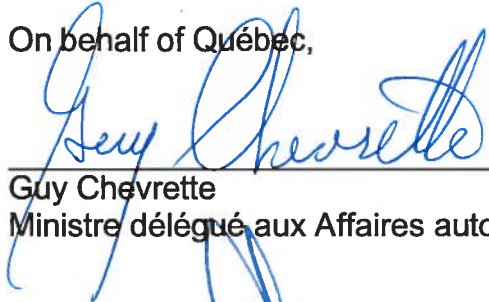
20. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognising any aboriginal, treaty or other rights.

21. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of

March 1999:

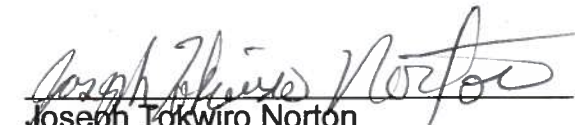
On behalf of Québec,



---


Guy Chevrette  
Ministre délégué aux Affaires autochtones

On behalf of Kahnawake,



---

Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake



---

Bernard Landry  
Vice-premier ministre  
Ministre d'État à l'Économie et aux Finances  
Ministre de l'Industrie et du Commerce  
Ministre des Finances

**AGREEMENT ON CHILD CARE**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas of mutual interest;

**AND WHEREAS** Kahnawake has operated for several years a special unit for children, related to Kateri Memorial Hospital, called «Step by Step Early Learning Center», which has received financial support from Quebec;

**AND WHEREAS** Kahnawake has established a child day care unit called «Mohawk Community Day Care», administered by a majority of user parents;

**AND WHEREAS** Kahnawake intends to integrate the day care services and the specialized services for children within an integrated childcare center;

**AND WHEREAS** Quebec wishes to support, within applicable laws, the establishment and operation of such an integrated center.

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

#### **OBJECT OF THE AGREEMENT**

1. The object of this Agreement is to support the establishment and operation in the Territory of an integrated center for comprehensive childcare with specialized services for children.
2. The Territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.

#### **INTEGRATED CENTER**

4. Quebec shall recognize the integrated center for child care in Kahnawake called Step by Step Child and Family Center (hereinafter referred to as «Center») as a non profit legal person for the purposes of the *Act respecting childcare centers and childcare services*, and other applicable legislation.
5. Quebec accepts to maintain its existing financial support with regard to the specialized services for children.
6. Even before the Center is definitively established with its comprehensive mission, interim infrastructure funding can be given for the establishment of the Center. Support for specialized services continues to be provided under the existing arrangements.
7. The *Act respecting childcare centers and childcare services* (hereinafter referred to as «the Act») applies to the Center to the extent that it is not incompatible with this Agreement.

#### **COOPERATION**

8. The parties to this Agreement recognise the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

## **Liaison Committee**

9. A Liaison Committee is formed to supervise the application of this Agreement.
10. The Liaison Committee shall be composed of an equal number of representatives from each party.
11. The Liaison Committee shall meet as often as required.
12. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

## **FINAL PROVISIONS**

### **Implementation**

13. Quebec agrees to take, as quickly as possible, whatever measures are necessary to ensure the implementation of this Agreement.
14. Kahnawake agrees that the Mohawk Council of Kahnawake shall take, as quickly as possible whatever measures are necessary to ensure the implementation of this Agreement.

### **Duration of the Agreement**

15. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.
16. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

### **Amendment of the Agreement**

17. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement particularly with respect to the application of the Act to the Center.

### **Difficulties of Application**

18. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.
19. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 20.

### **Cancellation of the Agreement**

20. This Agreement is cancelled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.

21. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

### Extension or Renewal of the Agreement

22. This Agreement is automatically renewed for new terms unless one party gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 21 applies.

23. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognising any aboriginal, treaty or other rights.

24. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

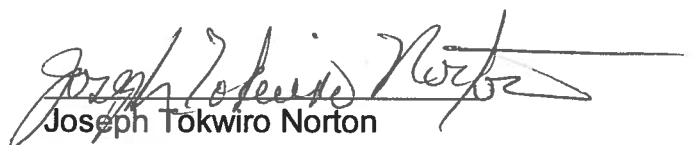
IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day of March 1999:

On behalf of Québec,

  
Guy Chevrette  
Ministre délégué aux Affaires autochtones

  
Pauline Marois  
Ministre d'État à la Santé et aux Services sociaux  
Ministre de la Famille et de l'Enfance

On behalf of Kahnawake,

  
Joseph Tokwiro Norton  
Grand Chief  
Mohawk Council of Kahnawake

**AGREEMENT ON THE ADMINISTRATION OF JUSTICE**

**BETWEEN**

**QUEBEC**

**AND**

**KAHNAWAKE**

**WHEREAS** Quebec and Kahnawake have signed a Statement of Understanding and Mutual Respect and a Framework Agreement which provides for the negotiation of sectoral agreements in a number of areas, including the administration of justice;

**AND WHEREAS** the parties agree to foster the gradual establishment of Kahnawake-based judicial institutions and conflict resolution mechanisms;

**AND WHEREAS** it is necessary to provide for the solemnization of civil marriages in the territory of Kahnawake;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

**Part 1**

**OBJECT OF THE AGREEMENT**

1. The purpose of this Agreement is to establish the conditions of co-operative endeavours between the parties in matters related to the administration of justice in the territory of Kahnawake, especially with regard to the setting up of a mediation system, the appointment of justices of the peace and the solemnization of civil marriages.
2. The territory of Kahnawake (hereinafter referred to as the «Territory») is, for the purpose of this Agreement, the territory over which the Mohawk Council of Kahnawake (hereinafter referred to as the «Council») has jurisdiction.
3. The Preamble is an integral part of this Agreement.

**MEDIATION SYSTEM**

4. The parties agree to cooperate in the establishment in the Territory of a Mediation system for family affairs, youth matters and civil litigation.
5. Quebec therefore shall make a financial contribution, up to \$20 000, to a design study for such a system in order better to define the character of a system adapted to Kahnawake and to give basic training to the selected trainees.
6. Quebec shall also, if necessary, within the program agreed to by the parties, bear some of the additional training and tutoring costs of the persons to be appointed mediators.
7. Kahnawake will assume the costs of the salaries and operations of the mediation system.

**JUSTICES OF THE PEACE**

8. The parties agree to identify persons who could be appointed as justices of the peace with extended powers and to determine the training which these persons ought to receive before their appointment.
9. At the outset, it is planned that one or two persons could thus be chosen.
10. Quebec shall bear the training and tutoring costs of the persons thus chosen.

11. Kahnawake shall assume the salaries of these persons, both before and after their appointment, together with the operational costs related to the exercise of their jurisdiction.

### **CIVIL MARRIAGES**

12. Persons agreed to by the parties may be designated as officers able to solemnize, according to applicable laws, civil marriages in the Territory.

### **COOPERATION**

13. The parties to this Agreement recognize the need to cooperate and to combine their efforts to achieve the purposes of this Agreement.

### **Liaison Committee**

14. A Liaison Committee is formed to supervise the application of this Agreement.
15. The Liaison Committee shall be composed of an equal number of representatives from each party.
16. The Liaison Committee shall meet as often as required.
17. The Liaison Committee shall have the power to make joint recommendations to the parties concerning any matter relative to the implementation of this Agreement.

### **FINAL PROVISIONS**

#### **Duration of the Agreement**

18. This Agreement shall take effect on the date of its signing by both parties and remain in effect for a period of five years, subject to the provisions of this Agreement.
19. The parties may agree on an agenda for the progressive implementation of this Agreement and, if necessary, on transitional arrangements.

#### **Amendment of the Agreement**

20. The parties may, by written agreement, amend this Agreement or conclude supplementary agreements by an exchange of letters with respect to the implementation of this Agreement on matters not specified herein.

#### **Difficulties of Application**

21. The parties agree to submit to the Liaison Committee any disagreement or situation that may hinder the application of any or all the provisions of this Agreement.
22. Should the difficulty remain unresolved at the expiry of a delay of thirty (30) days from the date it was submitted to the committee, the party that submitted it may address the other party a written resiliation notice as provided in section 23.



## Cancellation of the Agreement

23. This Agreement is cancelled at the expiry of a delay of sixty (60) days from the date a written resiliation notice is forwarded by either of the parties, unless the parties agree on different terms before the end of such delay.
24. In case of cancellation, the Liaison Committee shall recommend to the parties the transitional or final arrangements to be made.

## Extension or Renewal of the Agreement

25. This Agreement is automatically renewed unless one party gives the other a written notice of termination. This Agreement remains in effect for a maximum period of sixty (60) days after its expiry unless the parties agree otherwise.

In the event of non renewal of this Agreement, section 24 applies.

26. This Agreement is not intended to be an agreement or a treaty as contemplated in section 35 of the Constitution Act, 1982 nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.
27. Should any provision of this Agreement be declared null or void by a competent tribunal, the parties undertake to remedy this nullity or invalidity as quickly as possible so that the purposes of this Agreement can be achieved.

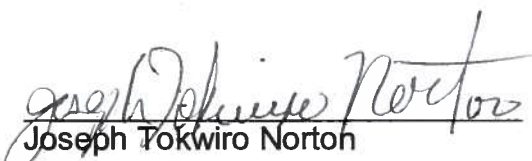
IN WITNESS WHEREOF the parties have signed this 30<sup>th</sup> day  
of March 1999:

On behalf of Québec,

  
Guy Chevreton  
Ministre délégué aux Affaires autochtones

  
Linda Goupil  
Ministre de la Justice

On behalf of Kahnawake,

  
Joseph Tokwirot Norton  
Grand Chief  
Mohawk Council of Kahnawake

**WHEREAS** the Mohawks of Kahnawake are part of the Mohawk Nation recognized by the National Assembly of Québec;

**WHEREAS** the Mohawks of Kahnawake govern themselves through the Mohawk Council of Kahnawake and exercise their rights through this Council;

**WHEREAS** Québec and the Mohawks of Kahnawake want to maintain a long term and constructive relationship based on respect and mutual trust by means of a new framework agreement and sectoral agreements in various areas of their relations;

**NOW THEREFORE IT IS AGREED THAT:**

**Subject matter of the Agreement**

1. The purpose of this Agreement is to establish a general framework that will lead to the continuation and revision of existing sectoral agreements and to the conclusion of new sectoral agreements, in various areas of common interest, in order to avoid conflicts and, if necessary, to resolve the latter by discussion and peaceful means in a spirit of understanding and mutual respect.

**Orientations and principles**

2. The Parties accept and recognize the respective distinctiveness and unique quality of their cultures, their languages, their laws, customs, traditions, as well as their national identities.

**Exercise of powers**

3. Both Parties recognize the need to reconcile the exercise of their respective powers and toward this end will negotiate sectoral agreements on various subject matters where there exists a shared interest.

**Responsibility for negotiations**

4. The Mohawk Council of Kahnawake, through the Portfolio Chief responsible for Intergovernmental Relations, and the Executive Council of the Government of Québec, through the Minister responsible for Aboriginal Affairs, are responsible for the implementation of this Agreement and the monitoring of the ensuing negotiations.

### **Existing and new agreements**

- 5.1 The ten sectoral agreements signed on the 30<sup>th</sup> of March, 1999, between the Parties, as they might have been amended, will continue their existence and can be amended in accordance with their respective terms.
- 5.2 However, the Parties agree to negotiate a revision of the following sectoral agreements:
- Agreement on fiscal matters related to tobacco, petroleum and alcohol products;
  - Agreement on fiscal matters related to consumer goods and services;
  - Agreement on economic development;
  - Agreement on transport and user fees;
  - Agreement on the registration of births, marriages and deaths.
- 5.3 The Parties will negotiate new sectoral agreements on the following subject-matters:
- Rebuilding of Route 207 in Kahnawake;
  - Labour matters, including labour standards and the relations between the Commission de la santé et de la sécurité du travail (CSST) and the Mohawk Self-Insurance Program (MSI);
  - Suburban Rail Station.
- 5.4 The Parties will also give immediate attention to the determination of the adjacent lands along autoroute 30.
- 5.5 Every effort will be made to conclude the agreements mentioned in sections 5.2 and 5.3 within a year.
- 5.6 The list of other areas to be covered by sectoral agreements shall be determined by Kahnawake and Québec on the joint recommendation of the negotiators of this Agreement or of the Liaison Committee set up pursuant to section 14 of this Agreement.
6. Each sectoral agreement shall specify:
- the nature and scope of the sectoral agreement;
  - the duration of the sectoral agreement;
  - the implementation plan;
  - the establishment of a liaison committee charged with the supervision of its application.

### **Conflict resolution**

7. Each sectoral agreement shall specify the procedure to be followed to avoid and, if necessary, resolve conflicts between the Parties in a spirit of conciliation, cooperation and harmony.
8. The liaison committee established in each sectoral agreement shall make every effort to resolve any conflict or difference of opinion which arises in a sectoral agreement.
9. A conflict which proves impossible to settle by a sectoral liaison committee shall be brought for resolution before the Liaison Committee set up pursuant to section 14 of this Framework Agreement.
10. Any important and persisting conflict which cannot be otherwise resolved as provided above shall be referred to a joint meeting of the Portfolio Chief responsible for Intergovernmental Relations and the Minister responsible for Aboriginal Affairs.

### **Implementation**

11. Sectoral agreements should be implemented immediately, unless delays are expressly provided for. The Parties are bound to take with diligence whatever actions are necessary to give effect to an agreement.
12. A reciprocal mechanism will be set up for the timely review and comment of draft of pending legislation or regulation which may impact the other party.
13. Upon mutual agreement, the Parties may invite other parties to the sectoral tables, including the Government of Canada, or invite the latter into a tripartite negotiation table.

### **Liaison Committee**

14. A Liaison Committee composed of two representatives from each Party shall be established to supervise the overall application of this Agreement and the preservation of the spirit of mutual understanding and mutual respect that is at the basis of the Québec-Kahnawake relationship. This Committee shall meet on a regular basis.

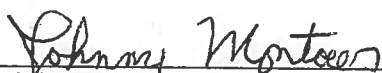
**Amendment to Agreement**

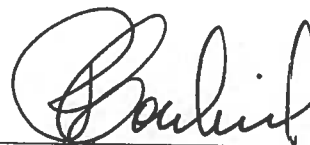
15. The Parties agree that, notwithstanding section 16 (Duration of the Agreement), this Agreement may be modified in whole or in part by deletion, addition or otherwise upon mutual acceptance in writing, signed by the Parties.


**Duration of the Agreement**

16. This Agreement will be for an indefinite time period. Any conflict concerning the interpretation or implementation of this Agreement shall be brought for resolution before the Liaison Committee set up pursuant to section 14 and dealt with according to sections 9 and 10 of this Agreement. Failing these discussions, each party will be able to terminate this Agreement by giving the other party a written notice, which shall take effect one month thereafter.
17. This Agreement is not intended to be an agreement or treaty as contemplated in section 35 of the Constitution Act 1982, nor is it to be interpreted in anyway as abrogating, derogating or negating or recognizing any aboriginal, treaty or other rights.

Signed on the 16<sup>th</sup> day of July 2009

  
\_\_\_\_\_  
Johnny Montour  
Portfolio Chief responsible for  
Intergovernmental Relations  
Mohawk Council of Kahnawake

  
\_\_\_\_\_  
Pierre Corbeil  
Minister responsible for  
Aboriginal Affairs

  
\_\_\_\_\_  
Claude Bécharé  
Minister responsible for Canadian  
Intergovernmental Affairs and for  
the Reform of Democratic  
Institutions