



## **HDI Report to HCCC**

**December 2, 2017**

### **1. Aaron Detlor ats. Bill Monture & Lester Green**

Bill Monture and Lester Green were found guilty on the charges of assault but received an absolute discharge so they will not have a criminal record.

### **2. HDI et al. ats Monture & Davey**

The plaintiffs Monture and Davey have changed their pleadings again. It is up to the court to determine if they will accept the changes. HDI will have a further report for this council once the matter is brought back before the courts.

### **3. Joint Stewardship Board**

The JSB went through a hiring process and have interviewed one candidate recently for the position of Coordinator, replacing Sheri Longboat who took a teaching position this year. We are currently in the process of negotiating the contract.

The Turtle design and rest area on another of the trails in the Red Hill Valley ('RHV') is now complete. We also continue to monitor and catalogue the medicines in the RHV and work with Kayanase in keeping a close eye on the forest canopy.

The Joint Stewardship Board is now seeking funding for the Interpretive Centre that is being planned for construction in the RHV. As previously reported to the HCCC, we have been working with an architect firm called Tillman Ruth Robinson Architects and have a Design Brief that is being provided to potential investors.

Meetings were scheduled in Ottawa for November 6<sup>th</sup> & 7<sup>th</sup>, 2017 with various Ministries including former Mayor of Hamilton - MP Bob Bratina, Ana Fajarczuk, Special Assistant to the Minister of Indigenous Services (the new Ministry created out of the INAC split), MP David Christopherson, & MP Filomena Tassi. Aaron Detlor was delegated to attend on behalf of the Joint Stewardship Board and can provide this council with further details.

### **4. Enbridge**

The HDI continues with it's monitoring of the Line 10 Project. Recently we met with Enbridge to discuss their request to proceed with the track bore plan specific to tract 73. What that means is they want to stop the excavation of the site through the winter, and bore

underneath the site which is a perfectly acceptable and safe practice. Enbridge will return to the site to complete the archaeology in the Spring of 2018.

Tract 73 is the site of a longhouse village that was discovered on the first day of excavation. When the bore drilling started recently, they came across post moulds which evidence the longhouse structure. In handling this archaeology site and in keeping with the policies of this council, HDI set new precedent for Ontario Archaeology in the excavation of longhouse sites. Enbridge has excavated more units than has ever been done on a longhouse site before, and we have saved thousands and thousands of significant artifacts from being bulldozed such as in Ontario's standard archaeology practices.

Enbridge has committed to completing the archaeology assessment work on Tract 73 in the spring of 2018 with the assistance of HDI, and we will ensure construction monitors are on site during bore drilling to prevent any destruction of the longhouse site and in keeping with HCCC archaeology and environmental policies.

After our meeting with Enbridge, they committed in writing to engagement with the HCCC that goes beyond their project needs. HDI stressed the need for a long term relationship that recognizes the rights and interests of the Haudenosaunee and focus's on reconciliation in a meaningful way that begins to undo some of the acts of cultural genocide at the hand of the Crown and its agents pre and post 1924. HDI suggested a possible commitment of funds to assist in the restoration of the Chiefs Council House which could be considered as something as an act of the Crown symbolizing the return and repair of the Council House to the Chiefs and that might begin to repair the relationship that has been further degraded by Enbridge's use of the courts to attempt to minimize Haudenosaunee treaty rights.

While Enbridge has not committed to the full restoration of the council house, they have committed \$350,000 for this council to use at its discretion as priority for the community, and a further \$50,000 for capacity funding to facilitate future discussions between the HCCC and Enbridge, at which time the HCCC can discuss what justification is required for the treaty infringement of the last 50 years and the years moving forward.

## **5. Restoration of Old Council House**

HDI's Engineer and Monitoring Program Manager Todd Williams has continued with his direction from the HDI to work with consultants to determine the extent of damages from flooding, and to follow through with revisiting the costs of restoration of this historical and significant building of the Haudenosaunee. We have attached the most recent report for this councils' review. HDI will proceed with the recommendations in a priority manner.

## 6. Ottawa

The HDI requires clarification on the direction of this council that HDI is to work with the Haudenosaunee External Affairs Committee (HERC). While we understand that the HERC has taken over some/all of the responsibility of the Haudenosaunee Documentation Committee, we are uncertain as to what specific areas they are dealing with and how it relates to the on-going dialogue between the HDI and Canadian & Ontario Ministries who have been resisting dealings with the HDI in favor of the Crowns Indian Act process.

Our discussions with the Ministries remain focused on the recognition of the Haudenosaunee Confederacy Chiefs Council at Grand River and our goal is to establish a reconciliation process based on the required free, prior and informed consent of the HCCC as Canada, on behalf of the Crown, undertakes its reconciliation process with First Nations in Canada.

Part of the process that the HDI has been advancing is to ensure that Canada understands the significant and inherent differences between reconciliation with First Nations of Canada and reconciliation between the Haudenosaunee and Canada in Right of the British Crown.

For example, one of the main topics of concern for the HCCC currently, is this new Municipality Act that the Six Nations Band Council seems to have adopted. It is critical for this council and our people to understand what changes are occurring, and what those changes mean to the Haudenosaunee. These changes are not exclusive to Grand River, but rather are being implemented throughout Canada as part of the process of devolution while Ottawa is moving toward “getting rid of the Indian Act”.

The Canadian Government has set forth a plan where all ‘first nations’ aka band councils are being set up as traditional governments and they are promoting those band council systems as representatives of the traditional government while the band councils appropriate the traditional culture and symbolism of our Nations. But in order to do so, they have to get rid of the HCCC and its ‘mouthpiece’ the HDI.

So rather than deal with the HDI, Government agencies such as the NEB, the OPG and OPA are spoon feeding the Six Nation’s Economic Development Corporation with all of the new development jobs that are being proposed and approved because of family connections. Development proponents are being ‘encouraged’ to make large contributions to INDSPIRE because of more family connections. And training dollars are being funneled through a facility managed by Polytech because of other family connections. The whole process is one big conflict of interest and yet all around us no one is saying anything because it is all being done under the auspice of representing the Haudenosaunee or ‘Six Nations’. This is all being done to avoid what in their own laws is the required CONSENT of the HCCC. And when HDI attempts to participate in any of the projects and ensure the rights and interests of our people are being respected, we are told that “the Haudenosaunee accepted the Indian Act” or that “they are engaging with the Elected Chiefs of the Six Nations”.

The Six Nations Elected Band Council and its corporate bodies have appropriated everything Haudenosaunee from our treaties, to our land rights, to our languages and our ceremonies to setting up what is referred to as the “Political Confederacy”, through the Iroquois Caucus which of course is being accepted as the voice of the Haudenosaunee through Indian Act Institutions such as the Chiefs of Ontario and the Assembly of First Nations. Canada’s “Nation to Nation” relationship that Prime Minister Trudeau is promoting as a modern-day treaty is being compared as Canada’s own version of the United Nations Declaration on the Rights of Indigenous People (UNDRIP) which essentially is designed to create a First Nations Government based on the model of a municipality.

This new treaty will extinguish your existing title to the lands in favor of a modern-day treaty which would be recognized under Section 35 of the Canadian Constitution, purportedly giving First Nations ‘Self Government’. The lands will be held under fee simple which in its simplest terms means ‘the most common type of land ownership, meaning that the owners have complete ownership of the land and the home, but are still subject to taxation and debt obligations on their mortgage’. In other words, the Crown owns all the lands in Canada, no more reserves or treaty lands and no tax exempt.

So in a nutshell, they are taking unceded and unsurrendered Haudenosaunee land and treaty rights, throwing them in the garbage, and signing up for this new treaty as a ‘nation state’ under Canada, that will be provided its ‘rights’ through ‘municipal’ acts instead of ‘Indian’ acts. In other words – you are now all equal, or simply brown skinned Canadians. This plan was introduced in 1969 as the White Paper Policy by former Prime Minister Pierre Trudeau and is now being finalized through his son & current Prime Minister Justin Trudeau, wrapped up with sparkling new paper & a pretty bow, presented as a new ‘Treaty’ based on a Nation to Nation relationship.

The HDI came out forcefully against these Federal Crown attempts, and have pushed for meetings and recognition of the HCCC in Ottawa, and have become the target of yet more direct attacks against the HDI because the Haudenosaunee and in particular the HCCC at Grand River is obviously the only body standing in the way of this smooth transition being implemented. This is also why you have seen the Minister of Indian Affairs side-stepping meeting with the delegation of Chiefs & Clanmothers & HDI consultants in Ottawa this past year.

It is for all of these reasons that the HDI felt it necessary to have the Daisy Group assist because we felt it imperative that this government make a loud and clear statement in Ottawa - both by their attendance and through press statements - that regardless of what the SNEBC signs or agrees to - be it a modern day treaty to become a municipality under the Crown, or transferring land to fee simple status so that a Tim Horton’s can be put in - the Haudenosaunee Confederacy Chiefs Council at Grand River have not provided their consent, and therefore Canada, in right of the Crown is not absolved of their fiduciary and legal responsibility to uphold the Honor of the Crown as it relates to the HCCC, properly known as the Whiskniyonwenstake.

In other words, this was a fight for our survival, and no one seemed to be taking it seriously. HDI continues to remind Canada that in accordance with its own laws, Canada is required to deal directly with the Haudenosaunee Confederacy Chiefs Council and its appointed representatives and we are seeking meetings with the Ministry of Transportation, Ministry of Aboriginal Affairs, Ministry of Energy, Ministry of Environment, Ministry of Tourism Culture and Sport as well as the National Energy Board, the Ontario Power Authority and the Ontario Power Generation and the Premier of Ontario along with HONI...to make sure they all understand that the agreements that are being made with the band council have no bearing on the rights and interests of the Haudenosaunee people.

In January, we asked this council if it wished to proceed in this direction by advancing the position that the HCCC is the governing authority of the Haudenosaunee at Grand River. The direction of this council is not clear as it relates to the Haudenosaunee External Affairs Committee, but as far as we understand, our messaging should be consistent with HERC since we are all working toward the recognition of the Whiskniyonwenstake as our Government. HDI requires further clarification from this council.

#### 7. **GGV2 Wind Farm**

2438543 Ontario Inc. received its most recent distribution of \$185,000.00 on October 31, 2017. Based on this distribution and the estimated financial forecasts of approximately \$500,000 /year for the remainder of the project, the overall gain for the HCCC by the year 2035 will be approximately \$15M, which isn't bad considering your original investment of \$3M on October 31, 2014 was paid off within the first three years.

We should note that because the HCCC were refused the Aboriginal Adder, the project did not provide the additional gains of \$4 - \$5 million that were anticipated if the Aboriginal Adder had been allowed.

#### 8. **HONI-Niagara Enabler Line**

As this council might recall, the Niagara Enabler Line was stopped by the people during the reclamation of the lands at Douglas Creek. Hydro One was advised that it had to have the consent of the HCCC through its processes before that line was going to proceed.

In January, 2012 the HDI met with the Abor Group regarding a proposal to see the completion of the Niagara Enabler line. Unfortunately, that proposal did not move forward as the proposed process included the SNEBC as part of the engagement process, something the HDI were instructed not to do.

In August 2012 at the direction of the HCCC, HDI met with the Haudenosaunee Hydro Negotiating Committee ('HHNC') and HDI sent written confirmation to the HHNC Paul Williams advising of our intent to work together on the Bruce to Milton line as well as other HONI projects. HHNC did not respond.

In our report to Council in December 2012, after several meetings, email exchanges and discussions with HONI, the HDI provided the HCCC with the HONI position which basically stated its required participation of the SNEBC in any negotiation process. The HDI maintained the position that the HCCC are the only body capable of holding the treaty rights on behalf of our people and the SNEBC & HONI were simply furthering the Duncan Campbell Scott agenda.

In February 2015, the Haudenosaunee Wildlife Habitat Authority (HWWHA) came to council to request permission to 'take the lead' in dealing with HONI. This council advised them to work with the HDI but there has been no attempt to proceed with the HDI.

The HDI has made several on-going attempts with Hydro One and the Premier of Ontario to discuss how they were going to achieve the consent of the Haudenosaunee, and how it was going to justify the infringement of the treaty rights given that HONI has had a monopoly on Hydro lines for centuries, and that it has yet to address the rights of the Haudenosaunee over the 1701 Nanfan Treaty lands to gain its "free and undisturbed harvesting" from those lands.

Individuals before us have attempted to restrict the Nanfan as being simply a hunting and fishing treaty but that is not the case at all. The 1701 was about making sure the colonizers knew that the Haudenosaunee were in control. It was about gaining the sustenance from our Mother Earth that the Creator had intended when he placed us here. The Haudenosaunee were masters of creating treaties that included the perpetual care and maintenance for our future. HONI and Crown Ministries will smugly look at you and tell you that "well you can't hunt and fish in the middle of a city", and so on, figuring that they got you beat because they created their cities and towns on our stolen lands. The HDI went to HONI with principled and practical solutions and every one of them were disregarded because it was the position of HONI that they would not engage with the HCCC without the SNEBC being at the table.

Well all you have to do is look in the mailbox today for your little postcard and you can see that while HONI put that stipulation on the HCCC, it did not reciprocate that position with the SNEBC. The SNEBC & HONI are now moving forward with their 'check off the box consultation process' with this community through the SNEBC Economic Development Corporation as representative of our treaty rights, and are preparing to make a deal on our behalf without thought or consideration of the HCCC and the long-standing treaty relationship that exists with the British Crown.

Not only are they moving forward with the Niagara Enabler by re-routing it down 6<sup>th</sup> line to meet up with the line on Plank Road, but as previously reported, they are also moving forward with the sale of HONI shares to 'First Nations' through a Chiefs Committee on Energy/Hydro One that has recommended that all First Nations become partners in what is known as the "Ontario First Nations Sovereign Wealth LP". This 'special' Chiefs Committee through the Chiefs of Ontario include participants Ava Hill and Phil Monture.

So because the HDI refused to compromise the position of our Confederacy by not including the SNEBC in our discussions, and because we refused to compromise the stand that our

people took in 2006 in stopping the housing development and those hydro lines; the HDI has been shut out of all HONI processes. And because we worked consistently to try and gain the rightful respect and recognition for the Haudenosaunee by the Ontario Crown who happens to be the main shareholder of Hydro One, Ontario not only refused to uphold its legal responsibility under UNDRIP in recognizing the HCCC and its HDI process; they chose to maintain the status quo with its colonial & culturally assimilative band council process and worked to freeze out the HDI not only in the HONI process, but in what is perceived to be under direction of the Ontario Premier, from ALL development under other Ministerial processes and organizations as well.

It is unknown if HONI or the SNEBC has attempted to resume communications with the HHNC as their original relationship did have the two working together, but this Council needs to remind HONI and the Premier of Ontario that the Plank Road and the lands of the proposed Niagara Enabler are proposed are in Haudenosaunee Treaty Territory and require the CONSENT of the HCCC regardless what their SNEBC says or does.

HDI utilized the services of Daisy and began a loud and strong communications campaign, and started knocking on doors in Ottawa to make sure MP's and their voters knew that the Ontario Government was refusing to follow their own law's, so we were utilizing their own system to publically obligate the Federal Government into a honest, open and transparent process of engagement that would withstand the scrutiny of all levels of our governments and uphold the Honor of the Crown as it relates to Haudenosaunee.

The HDI worked hard to make sure that the Haudenosaunee Confederacy Chiefs Council weren't being taken over by some new Indian Act process painted red and dressed in feathers.

## 9. **Fawcett Road Property**

HDI has been working with the seller of the farm lands on Fawcett Road and have arranged to pay off the portion of the lands that the house is situate on as part of our agreement to take possession of the house after April 2018. The closing of this portion of the mortgage is set for November 14, 2017 and will be somewhere in the range of approximately \$465,000 which will be taken from the 2438543 Ontario Inc. account. The balance of the mortgage will continue on the remaining farm lands.

It is our proposal that the HDI rent the house from the HCCC as office space for the Haudenosaunee Technical Research/Lands Office. This will provide space for all of the HCCC's files that have been in storage since the negotiations with the Crown ended. It will save this council money on storage fee's and will provide rental income for the HCCC.

### **Decision Required:**

**That this council accepts the proposal from the HDI to rent the house on Fawcett Road for the Haudenosaunee Technical Research and Lands Office beginning May 1, 2018.**

OR

**Some other decision of this council**

## 10. Haudenosaunee Technical Research

As the Crown began to move to undo all of the negotiations it had with the Haudenosaunee relating to Kanonhstaton and the return of the Burtch lands, HDI brought back the HCCC's technical research team to pull all documents relating to the Burtch Tract, the Plank Road and the 1841 purported surrenders so this council could fight back.

The Crown's failure to uphold the original leases and payment of the leases in the first place has put us in the situation we are in. They use INAC's 'claims process' that says, "we stole it fair and square" and it is up to the 'first nation' to prove otherwise. So the truth of what really happened never hits the public, it stays buried away in the vaults in Ottawa and only comes out in their controlled land claims process. As the HCCC proved in 2006, it would not work within the confines of the 'first nations' process and came up with a practical process through the negotiations. But the Crown walked away from that process because it could not control the outcome.

Since the Elected Council and the corporation set up to hold the lands were now using threats of violence, incarceration and extortion against a Haudenosaunee woman who holds the lease with the HCCC, we thought it imperative that this council fight back, armed with the evidence of the dishonor of the Crown, and stand in defense of our women, our people, and our land registry. Ontario's Ministry of Indian Affairs is working with the band in an attempt to undermine the Haudenosaunee because we moved forward in the rightful occupation and registration of both the lands at Kanonhstaton and the Burtch Farm. The HCCC land lease process has challenged the Ontario Land Registry Process and has challenged their right to tax lands that have been repossessed by the Haudenosaunee or who's title legally remains as Haudenosaunee.

The research team has pulled together the documentation of 4 different surrenders that lead up to Burtch Tract purported surrender.

- The first purported surrender was the **Town Plot of Brantford** of April 19, 1830 as a permanent place to locate the squatters. Canada agrees that the 20 acres of the Nathan Gage lands within the town plot of Brantford were intended for leasing purposes and have never been paid. This is where the OLG Casino, the Brantford Civic Centre Icomm Drive and the South side of Colborne street where Laurier is currently constructing the YMCA are located
- The second is in the **Township of Cayuga** on April 19, 1831 which was supposedly the lands that were to be given to the Six Nations if they gave up the Burtch lands
- The third purported surrender is part of the **Townships of Dunn & part of Cayuga, Moulton & Canborough** of February 8, 1834. This had to do with the surrender by the Six Nations Chiefs in September 28, 1831 consenting to a land transaction lending them money to build a road from Canborough Township to Rainham Township upon the condition that Indian reservation would be made for the Six Nations Chief's of 2 miles back on either side of the Grand River



- The fourth purported surrender is the **Township of Brantford**, which the Six Nations Chiefs provided as a way of dealing with the squatters.

In order to give you a complete understanding of what was happening at this time, we will be providing a detailed summary from the Research staff to demonstrate the underhanded, dishonorable & manipulative actions and outright lies that were being told to the Chiefs in order to swindle them out of their lands and resources. It is our intent to give you a complete picture of what was happening at the time of these purported surrenders which will assist you as you proceed with your dealings with the Crown's Ministry of Aboriginal Affairs in its reneging of the agreement on the Burtch Lands, as well as other discussions you may have with other Ministries of Ontario and Canada in getting them out of their 'Specific Claims Box', and bring them back in to the process of the Haudenosaunee which will provide fair and equal opportunity to resolve so that all parties are in agreement rather than the 'agree to disagree' and 'winners and losers' process that Canada has developed.

We hope to have this presentation ready for the HCCC in January. In the meantime, we have provided some of the highlights of those reports as information for you today.

- The terms of the Six Nations Chiefs were not honored for the purported surrenders in these areas. At the same time, the Grand River Navigation Company ('GRNC') came in and lands were being taken up by the Crown which was highly influenced by John Colborne, Lieutenant Governor, in order to open up the navigable waters.
- At the time of the purported surrenders, all the monies from the sale of Six Nations Chiefs Lands, leases and purported surrenders, were used to help build and run the GRNC. Colborne ignored the protests of the Chiefs and told the Chiefs the value of their lands would increase and had committed the Chiefs into financing all of the GRNC.
- The stocks absorbed all of the interests from the Six Nations trust funds as well as proceeds from their land sales & leases which were supposed to benefit the future children of the Six Nations.
- It was after this time that the Six Nations Chiefs were reduced to poverty and after the Crown tried to put them on 22,000 acres, the Chiefs insisted they wanted to keep Burtch's landing on the south side of the grand river all the way to Dunn Township which amounted to approximately 55,000 acres and included Oneida Township, Plank Road (for leasing purposes only), and Seneca Townships & Cayuga Township & Dunn Townships as part of their 'reserve' for the future of their people. This was recognized by a Crown Order in Council in October of 1843.
- \$184,000 was taken from the trust funds by Crown agents and invested in the GRNC through stock purchases and loans contrary to petitions, protests and without consent of the Six Nations Chiefs. An additional amount yet to be determined was collected from the government controlled sale of the lands. In addition, free crown grants were

issued to the GRNC of 368 .07 acres which included the towing path along the grand river as well as lands elsewhere at various periods of time.

## 11. Finances

As reported to council in September 2017, a revision was required in our audit because an accounts payable had been over looked and was required to be carried over from 2008 to the 2016-2017 fiscal. During the review process, we found that out of the amount originally reported in September of \$506,310, there was actually only \$369,802.98 that remained outstanding.

Recently there have been allegations made that HDI, and in particular the Director of HDI, has somehow overstepped her responsibility by making payment on outstanding accounts, purportedly without authority and without supporting documentation. I respectfully disagree with these allegations and wish to provide an explanation.

In the fall of 2016, the HDI newsletter provided a financial picture to the Haudenosaunee on the overall financial standings of the HDI & the HCCC. The original draft of the newsletter included a section that provided details of amounts paid to Aaron Detlor through the negotiations as well as amounts paid out by Aaron Detlor in legal fee's on behalf of the Haudenosaunee during the Brantford litigation. Even though HDI had permission from Mr. Detlor to report this personal information, it was recommended that it not be included in the newsletter, but instead be made available to Chiefs & Clanmothers who requested it. This recommendation was deemed to be the safest and soundest decision that respected Mr. Detlor's rights to his privacy and confidentiality but also provided transparency and accountability to the government for which we all work.

In HDI's review of the newsletter with our finance department and newly employed Accountant, because that section had been removed, it resulted in an oversight by the Director which ended with it not being recorded in our finance department or noted in our previous years' audit. This would likely have been prevented had everyone been given all of the information as recommended.

Therefore, when it was time for the HDI's initial review of the 2016/2017 audit with KPMG, the oversight was pointed out, so we had to go back and make adjustments to include the amount as an outstanding accounts payable from previous years being brought forward to be included in the 2016-2017 fiscal year. This is exactly what the HDI reported to this council. All of this resulted in a delay of the release of our 2016-2017 annual audit.

As Director of HDI, I take full responsibility for the oversight and have no problem doing so. What I won't take responsibility for is the gossip and innuendo's that were made following the HDI's bringing it to council.

When the information was provided as a courtesy to the HCCC's finance board, it resulted in what can only be described as gossip and allegations being put to the council floor. Instead of requesting clarification and specifics from HDI, the party(s) chose to impose or assume purported authority over the internal administrative process of HDI,

and brought personal and confidential information in to a public forum, without knowledge or permission of the affected party, in a very accusatory and defaming nature. Those allegations have now led to the current circumstance and apparent distrust of the HDI and our financial department without just cause.

This situation, as well as other's the HDI has had in its dealings with the Ogowah whista de dwa snye (Finance Board) is a result of the uncertainty as to the role and responsibility of the Finance Board prior to and since the draft Terms of Reference has been accepted by this council. The Terms of Reference provide no clear direction, instruction or specifics as to how this board works with the HCCC, or what relationship this board has with other departments of council such as the HDI. HDI currently has a contract with the Finance Board for payroll services only.

When the HDI brought the idea to this council to create a finance board, it was envisioned that this finance board would assist the HDI by managing the lease monies being derived from the HCCC land lease process and work in cooperation with the HDI finance, as a team dealing with governance and investment while the HDI continued to manage the administration.

The HDI has its own Finance Officer who works under the supervision of Rick Saul, CPA, CGA who had been contracted to provide the HDI with financial and accounting services. Part of Rick's job is to develop and implement financial policies and procedures for the organization including satisfactory internal controls to safeguard the assets of the organization. HDI finance works directly with the Director of Operations. Besides all of the day to day accounting procedures, Mr. Saul has been assisting in discussions with KPMG regarding the establishment of a Financial Management Plan as directed by this council.

Since we have contracted Mr. Saul, the HDI has been able to provide monthly reports to the HCCC on all of our accounts without delay. So if for example, there is a question about honorariums and gossip about chiefs "getting paid" which as I understand it, has been an issue of late, I can go to the finance department and get a print out for any particular date such as:

**HCCC Travel & Honorariums:**

**April 1, 2016 - March 31, 2017**

**Total Travel & Honorarium: \$30,423.47**

And we can take that amount, and break it down further to demonstrate what was spent on what areas, and back that up with the decision in council to support the expenditure.

Chiefs Travel: as per HCCC March 5, 2016	\$ 6,650.00
(10 Chiefs that come in from out of town to HCCC)	

HDI/Chiefs & Clanmothers travel Ottawa:	
as per HCCC September 3, 2016	

4,935.03

HCCC Workshops – Niagara Falls as per HCCC January 2017	18,838.44
--	-----------

And then we can compare it to this year as at the end of October which is current:

<b>April 1, 2017 – October 31, 2017</b>	<b>Total Travel &amp; Honorarium \$16,894.31</b>
---	--

And we can break it down further to show

Chiefs Travel: as per HCCC March 5, 2016	\$7525.00
--	-----------

Chiefs & Clanmothers Travel Ottawa as per HCCC January 2017	\$9369.31
--	-----------

As the Director of HDI it is my responsibility to make sure that the accounts receivables and payables are properly received and accounted for. As I explained in my report to this council in September 2017, the legal fee's paid out by Aaron Detlor on behalf of this council and community have been longstanding and were a well-known fact since the HCCC authorized the HDI to proceed in Defense of the Brantford litigation in and around 2008.

This council is also aware that the reason Aaron Detlor was assisting with the expenses when the litigation first began was because the HCCC, the HDI & the accused individuals did not have the financial means to support a litigation of this magnitude. It was a topic of discussion on more than one occasion at this council, sometimes even in a joking manner, but it was always understood that the money that Aaron Detlor paid out of his own pocket on behalf of our people would be paid back when and if the finances were available.

It is no secret now that Aaron Detlor, who had no problem taking money from his own pocket to defend the Haudenosaunee, now finds himself at the other end of the stick with some of those same defendants that he once supported, now accusing him and the HDI of financial mismanagement and all kinds of other allegations. When Detlor asked that he be re-imbursed for any outstanding amounts owing, it was the responsibility of the HDI to take care of it, and not considered something such as a 'new request' that would have to come to the new finance board or the HCCC for approval because it started and remained as part of the administration process and day to day activities of the HDI.

I would also like to clarify that the allegation that large financial payments were made without supporting documentation is **not true**, since all of the information had to be gathered and provided to KPMG for their audit review. And further, the allegation that the HDI Director acted without authority is also **not true** as the administration of the HDI is part of the Terms of Reference, and is included in the responsibility and Job description of the Director in keeping with a smooth and fluid accounting process.

One of the specific line items in the job description for the Director of Operations:

- *Developing and managing administrative policies and procedures, including but not limited to communications, finance, and research*

The HDI Finance team is and always has been accountable, transparent and capable of providing up to date monthly financial reports for this government and will continue to provide what we can publically, without breaking anyone's confidentiality. We have attached the October 31, 2017 financial reports for this councils' review

## 12. Audit

The audit for the 2016-2017 fiscal for 2438543 Ontario Inc. is finalized and available for your review. As advised, the audit for HDI was delayed due to the outstanding accounts payable information that needed to be input in to the accounting process as noted above. All of the supporting documentation has been reviewed and accepted by KPMG who is now ready to release the audit pending this council support of HDI in the adjustments made to the accounts payable as brought forward from the previous years.

### **Decision Required:**

**That this council provides support to the HDI for the adjusted accounts payable made and authorizes Hohahes to provide a letter to KPMG indicating the HCCC's support of the HDI in their administration of these accounts**

OR

**Some other decision of this council**

## 13. Communications

Because of the amount of information that is being set out in the HDI report to council, we will separate the areas into categories, and answer to some of the allegations and/or miscommunication that has been put out there in regards to these specific areas and the HDI.

### **Website & Facebook**

HDI continues to work with Nicole Childs on the website and other communications materials such as the newsletters. As this council may recall, Nicole Childs was one of the original designers who worked with Pallas Communications and the HCCC delegates in creating the content and original set up of the HCCC website. Nicole has continued her work with the HDI as a consultant on an on-going basis, even though her permanent employment status has moved her to different positions and workplaces. So the idea that HDI hired a new communications consultant is **not true**. We will continue to work with Nicole and her contacts as required.

Like Rick in our finance department, Nicole is our 'go to' person in Communications for our monthly status reports and she can answer just about anything you could think to ask.

The Website and the Facebook Page have become a vital tool for posting current events and correcting misinformation on behalf of this council. Brian Doolittle has taken the responsibility of maintaining and responding to any questions that are posted on these sites and we are working with Nicole and the design of the Website to make it easier to access the information. We have attached the monthly status report for your review.

### Newsletter

The HCCC accepted the Communications & Media Policy in its draft form somewhere in and around the end of 2016. I haven't been able to locate the exact date in the minutes of council. We immediately began the implementation of these policies which were intended to assist council when dealing with situations that were considered urgent as well as in the spirit of transparency and accountability. The policy, which now belongs to the HCCC, can be implemented by its departments and/or managed through any communications consultant or media advisor that we work with. The acceptance of this policy was a good start for the HCCC, to deal with whatever communication issues that this council or its departments face in an immediate response so that we did not have to wait for a Chiefs meeting to answer to some of the outrageous allegations and government opposition that our Confederacy was facing.

One of the biggest areas the HDI has found itself in the middle of, is the lack of communication between the Royane, Yakoyane and their clan families. HDI has always been mindful of the governance structure and direction of this council to make sure that whatever we do is within the process and protocols of council. Having community meetings was considered to be more like an INAC process of informed consent and so our goal was to get people to understand how the HCCC process worked, even if people didn't know their specific clans, we wanted them to utilize the system so they became a part of it.

So we set out to try and address what was lacking between HCCC and the people. The newsletter was found to be best suited as it provided a wealth of information in a small package to a large audience. It is uploaded to the website, placed in and around the community in public places, and put in the mailboxes as part of the general delivery.

Once the Communications & Media Policy was accepted, it allowed for information such as Minutes of Council and Agendas to be placed on the website for our people's review. And it meant that HCCC Departments such as HDI would be able to produce and send out information as needed without having to wait for council's approval. I refer to following articles of the Communications Policy which states:

- *"The HCCC appoints individuals to take on issues or work on their behalf. Each of these project/committees should identify and/or train an appropriate representative as a spokesperson. These authorized spokespersons will provide accurate and timely information on the project, program or activity or issue that relate specifically to their area. Spokespersons are also responsible for working with the HCCC's communications officer/public affairs coordinator on any*

*proactive media relations activities (i.e. media release), creation or changes to Social Media plans.”*

- *“HCCC department executive directors or manager shall act as spokesperson on issues that fall under their work area”.*

Prior to my position as Director of HDI, I was the spokesperson for the people at Kanonhstaton during the reclamation, and I continued in that position for this council throughout the negotiations with Ontario & Canada. I also recorded the monthly table talks show that was produced the morning of the first Saturday of each month just before Haudenosaunee Confederacy Chiefs Council, until it was pulled off the air. I have continued in the position as a spokesperson for over ten years and it was understood that if ever this council felt that I was no longer suitable for that position, that they would provide their direction through this council.

Over the past three years or more, HDI has worked under some very stressful and even violent circumstances. We have had consultants physically attacked and publically humiliated. Our staff and consultants were targeted on facebook. We’ve seen media campaigns with allegations of fraud & misappropriation of funds. We have been personally, professionally and publically humiliated, attacked and abused. And we have become the target of frivolous lawsuits in attempts to discredit, defame and destroy. In those three years, nothing was said in our defense. Not by this council and not by our Communications Consultant, which lent the appearance that perhaps there was room for doubt.

The HDI Newsletter is only one tool that can be used to address issues in the community such as the questions received in letters to HDI that the fall newsletter has addressed. As the communications policy states, the communications needs to be done in a timely manner. The HCCC should have communications going out every time there is a notice put out by anyone that is contrary to what we know to be true, as to the decisions or position of this council. Out of respect for this council HDI continues to bring the newsletter to this council for approval, but when that approval is not a necessity and we are unable to have our matters brought before council either by the cancellation of council or not getting to HDI on the agenda, the discretion is then at the hands of the department to move forward with it, especially if our goal is to be timely and effective.

By our not having a strong communications strategy it results in letters such as these coming to council because our people don’t know or don’t understand the decisions of council, and simply leaving it to local papers to report on can be more of a detriment as we have seen from those who have their own personal interpretation or understanding as to the process and protocols of this council and print what is being gossiped about as facts.

As this council is aware, HDI makes sure that we send the Newsletter out to the Chiefs & Clanmothers for their initial review and input as soon as it is completed. We remove or change anything that the Chiefs and Clanmothers address and as example this past month, matters of concern such as those related to Burtch litigation, and suggestions on other areas were added.

If this council is now saying they do not want to follow its communications policy and that they have to approve everything that goes out, or as in the case of this particular newsletter and a related email that seemed indicative that the writer was acting on the suggestions of others that the Director of HDI was moving forward without the HCCC approval, then I respectfully ask that this council provide clarification to the HDI as this direction is contrary to what our understanding of the communications & media policy states.

As requested, the revised draft of the fall Newsletter is attached for this council's review.

**Decision Required:**

**That this council approves the newsletter to go out**

**OR**

**Some other decision of this council**

**Daisy Group**

In a lengthy email exchange in June which the Chiefs & Clanmothers were copied, it was alleged that as Director, I have acted without authority and that I deliberately disregarded the direction of council in HDI's dealings with the Daisy Group. The next day in written correspondence to the Chiefs & Clanmothers it was further suggested that:

*"as you have seen, and experienced, in the past three days the continued structural problems, and bullying in all its forms, within the HDI administration are not being resolved"*

Because these allegations are seriously debilitating the Director in the successful management and administration of the HDI office I would like the opportunity to respond.

The allegations that the HDI stepped over the Chiefs in our work with the Daisy Group, or that we had intended on continuing in spite of the direction of this council are simply not true.

In September 2016 in our report to council, HDI advised of our hiring the Daisy Group on a three-month trial basis. The whole purpose of the contract with Daisy was to get the attention of Ottawa. HDI's intention was to have the two communications consultants work together for the betterment of the Haudenosaunee, separating their duties into Internal and External because of their areas of expertise. This council accepted the report of the HDI which provided our authorization to move forward. And we did so, through to end of December, and this council again renewed the three months in January 2017. The Chiefs Council was cancelled in February, March, & May 2017 due to unfortunate circumstances.

In June its report to the HCCC, the HDI provided a detailed step by step, month by month understanding of the direction of this council, including our understanding of January's HCCC direction to work with the HERC committee.



Our understanding from the council in January, as per protocol, the Rotionisonh were only dealing with one matter at a time. So while this council had passed that the HDI continue with the Daisy Group for a further three months, the discussion regarding the HERC was still on the floor and the firekeepers were still discussing it and had not yet provided their consensus when another matter went across the fire from the well.

This is not intended to put blame on any individual but to address the problem that we face as administrative bodies for the HCCC, when the process and protocols of this council are not followed. The resulting confusion can lead to misunderstandings and even appearances that someone is being deemed to have overstepped their authority or disregarded direction.

HDI's proceeding with the Daisy Group and with our meetings in Ottawa was not determined by HDI alone, but included the assistance of Chiefs & Clanmothers who consistently respond to the email invitations that are sent to ALL of the representatives of this council. Their consistency and reliability has allowed the HDI to proceed, and provides the much needed and appreciated direction & support on the many times that council was cancelled due to some unfortunate circumstances, sometimes months in a row, leaving the HDI to determine how to move things forward. It is one of the biggest reasons this council put the HDI in place so that when Council could not proceed for whatever reason, the HDI and the administration could keep things moving.

There has always been Chiefs & Clanmothers who consistently worked and supported the HDI right from its conception. They have worked selflessly for years providing guidance, attending meetings with developers, and staying abreast of what was happening in this council's development department. Now because of their devotion and belief in this council and its governance, their actions have become the topic of gossip with allegations that they are being paid for their attendance and so on. As your finance report demonstrates, this is **not true**. An honorarium to make sure they can have their travel, room, and lunch or dinner paid for while they are away from home is not considered a paycheck. It is considered respect.

Getting the proper recognition and respect for the HCCC in Ottawa was a direction from this council, so HDI moved forward based on all of the previous decisions of council and their acceptance of our reports. Daisy worked with the HDI and Chiefs & Clanmothers in the preparation of a successful media strategy capable of holding Canada in right of the Crown, and its' current Prime Minister, to his word in this reconciliation process between Canada and 'First Nations'. HDI set out to make sure Canada was not able to ignore or exclude the Haudenosaunee as the original and founding government of Turtle Island.

As this council is aware, HDI has had to fight every step of the way to get the recognition and respect that this council deserves, from having our monitors being 'allowed' out in the field without threats of police and arrests, to having huge conglomerates like Samsung come in to our treaty territory, take away land that this council had just negotiated to be returned, and at the direction of Ontario Ministries refuse to engage with the HCCC. But through the efforts of HDI and this Council's Cease & Desist Order, backed by the Rotionisonh process and by our people in the field, we were able to stop Samsung from plowing over our land rights and

get Samsung to recognize and justify its infringement to the rightful and only true government capable of engagement with the Crown with respect to our treaties and land rights.

We had to push our way through years of bureaucratic b.s. to get this council the attention in Ottawa that it deserves. We appreciate the point of some that Ottawa “is already aware of the HCCC existence”, but mere knowledge of existence is not the same as being given an indepth understanding of the Haudenosaunee and the pre-confederation treaties with the British Crown that still exist and can’t be ignored. Daisy was able to help us get that message across.

If we are seen as bullies it is because throughout the entire process of building HDI to where we are today, we have driven back 93 years of the Haudenosaunee being under a Police State through its enforced Indian Act process in 1924. And as our Confederacy supporters faced in 1959 , the 60’s and 70’s when they tried to take back their council house, and as the 2006 demonstrated, the Haudenosaunee faced hundreds of heavily armed police and tactical squads on a peaceful, unarmed reclamation site where our people were tazered, beaten, pepper sprayed & arrested in attempt to stop the Rise of the Haudenosaunee.

This council & its HDI process forced the Ontario and Canadian Crown to take a look in the mirror at the oppressive, suppressive and culturally genocidal practices that have been used to bully, torment, persecute and browbeat our people into submission. And on top of that, we’ve had to deal with the internal oppression and suppression of our own people who have bought in to that brainwashed process of the Indian Act with it’s top down hierarchy, even trying to impose that thinking in our Rotionisonh process by having one chief or clan family using their voice to try and speak over or above the other clan families voice within that circle.

By standing up for who we are as Haudenosaunee and demonstrating that just because our process is thousands of years old it doesn’t mean that we’re not capable of governing and as our ancestors before us, capable of negotiating land lease agreements without relinquishment of our lands and treaty rights. And the process that our Creator gave to us worked. We had to go through the growing pains of watching as the process worked and carried us through many disagreements and discussions and interruptions but in the end we did it based on the Haudenosaunee process and understanding of our treaties, not on Roberts Rules of Order or Ontario’s ‘First Nations Consultations Policies’.

If by doing all of these things we are deemed to be bullies, then all I have to say is far better to stand in defense of the truth and the preservation of the Haudenosaunee, than to cower and hide or succumb to the face of total assimilation.

HDI utilized the service of Daisy to assist in responding to some of the outrageous allegations being made in local media against the HDI and HCCC, and were in the process of preparing a news blitz against large companies such as Enbridge and the Province of Ontario who used the courts to try and diminish the treaty rights of the Haudenosaunee while they pushed the almighty dollar and made deals with stakeholders such as municipalities rather than deal with the Haudenosaunee who had long standing & historical agreements and treaty rights.

HDI has consistently attempted to get both of the communications consultants to work together so that we would have a combined strategy of getting the information out on behalf of the HCCC in a vast and instantaneous process. Regardless of this council's acceptance of the HDI's contract with the Daisy Group in September 2016, and the reaffirmation of it in January 2017, the other communications consultant maintained the position that the HDI were proceeding without council's authorization and refused to participate. On the one occasion that we did have everyone's participation, when asked to provide her comments on the discussion about the Ottawa strategy, we were advised that she was there to listen only. This was disappointing to all who were participating but it did not deter us from continuing with our work.

This council has seen the results and successful outcomes from the meetings in Ottawa attended by Chiefs & Clanmothers and the positive support & reception they received. There were opportunities for having the HCCC story put to the floor of the house, and our meetings have resulted in various Ministries in Ottawa ready to sit down and meet with the Chiefs and their designated representatives. HDI has repeatedly come back to this council to confirm direction and to ask for an appointed delegation of this council to proceed such as our January 2017 report advised, but instead, what is perceived to be at the insistence of others and not this council, the Daisy contract was cancelled with no explanation as to why.

In my role and responsibility as Director of the HDI, I respectfully disagree that HDI went ahead of that this council in my decision to hire the Daisy Group and to continue with their contract. Not only by the confusion as to the decisions of council, but I refer to my own contract which stipulates:

- *Assign work as necessary and retain external consultants as necessary*

I did not require the sanctioning of this council to hire a local communications consultant so it stands to reason I did not require the sanctioning of this council to hire the Daisy Group. The issue that was brought to council was to seek a delegation of this council to speak in Ottawa, not who was going to lead the parade.

And as far as the costs related to Communications & Media, in particular concerns raised about the costs of the Daisy Group, without breaching anyone's confidentiality, I can advise that the monthly costs for each of the consultants is the same, with the 'extras' being for costs such as printing etc.,; and over-all the costs of Communications for the 2016/2017 fiscal year were \$121,064.42, with the Daisy Group receiving a lower percent of that budget, and for the 2017/2018 year to date, we have currently spent \$75,505.33, again with the Daisy Group having received a lower percent of that amount.

The idea HDI was moving forward without the sanctioning of the Chiefs or moving forward with their own personal agendas of elevating the profile of its consultants is ludicrous and is a good lesson for all of us on why the decision's and direction of this council need to be very clear and explicit and why our protocols and process given by our Creator need to be followed.

I have never knowingly gone against the decisions of this council because of the respect that I have for this process and the people that hold it up, and as Director of the legislated body that you put here to support it, I stand by my decision to hire the Daisy Group because I still believe they are best suited to get the task at hand done.

### **Resignation of Communications Consultant**

In our report to council in July 2017, HDI advised that we had received notice of our Communications Consultants resignation through second hand information from her accounting department who had sent in an early invoice for accounts related to the Contract between the HDI & the Consultant. When I telephoned the accounting department to enquire about the invoice I had received, I was advised that the consultant had quit.

The next day we were provided confirmation of her resignation through discussion with Chiefs and Clanmothers that had received a letter of resignation via email correspondence of June 8, 2017. As reported to this council in July 2017, HDI proceeded with the final payment of fee's related to the contract and cancelled the communications contract with the HDI as per her request.

Over the past two months the issue of whether or not the Communications Consultants' emailed resignation was accepted by this council and who they were answerable to, the council or HDI, has been the topic of discussion on this council floor and at a recent meeting scheduled to discuss the issue of the Burtch Litigation against Kadiyosta, Kris Hill.

HDI's initial hiring of the consultant occurred in November 2013 and was reported to the HCCC in HDI's report to council on November 9, 2013.

In November 2014 the contract was renewed by the HDI with the focus being on the HCCC and a Communications Strategy. So while the focus was about creating a communications strategy for the HCCC, the contract itself was between the consultant and HDI.

And then November 2014 and carried through to October 2015. On October 8, 2015 the Communications Contract was adjusted to meet HDI's fiscal year end and so went from October 2015 to March 31<sup>st</sup> 2016, and then from April 1<sup>st</sup> 2016 to March 31<sup>st</sup> 2017 fiscal year with the focus of the contract adjusting to specific areas, and again for the 2017/2018 fiscal year until we received her resignation in June 2017.

All of the consultants who are hired through the HDI are hired by the Director. HDI does not have authority to hire or sign on behalf of the HCCC unless specifically directed by the HCCC such as in our land leases. There is no confusion on the part of HDI as to who the consultant worked for and who had authority to accept the resignation. It is an administrative responsibility.

I refer to my duties and responsibilities as the Director of HDI, which include but are not limited to:

- *Developing and managing administrative policies and procedures, including but not limited to, Communications, Finance and Research*
- *Providing strategic options to HDI board (C & CM Advisory)*
- *Implementing activities necessary to implementation of strategic options*
- *Assign work as necessary and retain external consultants as necessary*

So I respectfully disagree that the Director has acted without authority and the suggestion that the Communications Contract is between the HCCC and the consultant has no merit.

#### 14. HDI Mandate

We understand that there was a concern raised at last council that “the HDI has too much power”. We have been further advised that at a discussion meeting set as an opportunity for the Chiefs to be given an update on Burtch matters, the majority of the meeting allowed for gossip, innuendos and personal attacks against the HDI, its Director, its Consultants and even some of the Chiefs who work closely with the HDI. With regard to the Director, we understand that it has been suggested, “you gotta reign her in”.

The HDI operates under the direction of the HCCC whose power comes from our Creator. The perceived power that people see is that which comes from this council.

Perhaps if one were to look at it from the perspective of HDI, it is not power but actually responsibility that we carry. Each time this council has had something new come to the council over the last 10 years since the HDI was established, they have given their responsibility to the HDI to deal with it. We have done so to the best of our ability.

It is our belief that the power and strength of our Creator and the process of the Whisknihyonwenstake is what provides any purported power that is perceived to be that of the HDI. It is also our belief that in order to move forward you have to **believe** in the process of our Creator.

We believe in the Whiskniyonwenstake. We believe in the principles of Skennen (Peace), Kanikonrio (Good Mind), and Kasatstenhserah (Spiritual Strength). And we believe that to be Haudenosaunee does not require us to follow the path that someone else is dictating, but to follow the path that our Creator laid out for us to take. To be who we are, not what they want us to be. We believe that in order to protect these things for the coming faces that we **need to continue to exist as Haudenosaunee**.

As the Director of HDI I take full responsibility for the decisions that have been made to complete the work that this council asked HDI to do. All decisions have been made under the guidelines and duties that are within the scope and mandate of my contract, including hiring those who I believe will assist best in getting the things done for the highest good of the Haudenosaunee.

In September 2016 I wrote this council and asked for my resignation to be accepted because of personal matters. You may recall I came to this council with the same request in January of 2011 as my husband was quite ill. At that time HDI arranged to have someone hired for the position of Office Manager. That person lasted only two weeks. Following that, we had another person training in that position but she too was not able to handle the job. I have continued in this position to the best of my ability throughout the years, working from home if necessary. After losing my husband in 2014 my family and I had been dealing with an on-going barrage of many difficult, tragic and even violent situations. On top of that, HDI and I personally have been under constant and unrelenting attacks by the men's fire and others of this community based on gossip and lies, all because we dared to help our Haudenosaunee Confederacy Chiefs Council govern and stand up against the Crown and its oppressive band of Indian agents. In September, although I offered to work with the council until it found a replacement, I was advised that the council said "YAH!" (no)

So I continued in the position, and together with the consultants and staff, we maintained our office and responsibilities on behalf of this council and our people as best as possible, still under very stressful working conditions. My personal and physical well-being has been threatened over and over again, as has my families, but I have continued in this position because I have the utmost respect for the Rotionisonh process, and because I love and respect the Clanmothers that directed me to carry on.

At HDI we have all continued in spite of the attacks on our personal and professional ethics, integrity and honesty and have withstood unrelenting abusive attacks in the public through media and propaganda campaigns. And we have been thrown into court action with unjustified accusations of theft, and embezzlement just to keep the public's focus and doubt on the Confederacy Councils' ability to govern while the Elected Band Council signed away our treaty and land rights.

We have been criticized because we continued through sometimes 2 or 3 months at a time without direction of this council and yet we didn't do it alone, we had the help, support and direction of Chiefs and Clanmothers who consistently come to HDI meetings and keep themselves informed on what is going on within the body that this council instilled to keep things going when council was unable to meet.

Each month when it comes to the HDI report, we are given all of five minutes to try and discuss the business that we conduct on behalf of this council, and explain the various projects that we are dealing with and in trying to provide as much information as we can, have still been accused of not taking things to council, signing without authority, signing away treaty rights and so on, because we aren't given the proper amount of time to go over the multi-million dollar business agreements that we dealing with on behalf of our people.

So when a reporter asks one of our Chiefs or Clanmothers if they knew about some agreement or business of council, and they would say "they weren't told" or "they didn't receive the information", or "they couldn't recall", its quite possible they couldn't

remember, and it's quite possible they didn't attend or stay long enough at council to hear it. And of course there are some who just didn't want to hear from HDI because of personal animosity so they refused to take our reports.

It is my understanding now that there are some on this council who have lost faith in my ability to continue as Director of HDI, so I trust that my decision to remove myself from this position will not be debated. I have provided my services to this community in the position of Director honestly and openly for over 10 years, with my actual first date of hire being August 10, 2013.

We have been called thieves, liars and bullies and I personally have been the victim of internal racism and been the topic of I don't know how many threats, accusations & gossip, which has sadly been endorsed by representative(s) of this council. All of these things have caused tremendous pain and difficulty for everyone at HDI, our children and our families, and is not something any consultant, staff or employee should have to go through.

HDI has had to endure these attacks as the scapegoats for our people while others are allowed to come to a meeting called to deal with the specific matter of the litigation between Kadiyosta and the band council, and for their own personal reasons, hijack the meeting where instead of spending the time set out to look at that litigation relating to Burtch, they spent most of the day listening to gossip from people who put down HDI consultants & staff, and even put down some of our Chiefs. They listened to allegations that HDI has acted on our own, that we have too much power, that we are suddenly now untrustworthy and we work only with 'certain Chiefs or Clanmothers', giving their ears to things we have been warned about in the teachings of Skanitario.

All of this has divided our council and created an atmosphere that is unacceptable for a Council of PEACE.

As Director of HDI, I have laid out as best I can the things that I know to be fact. HDI welcomes and looks forward to the restructuring that this council is undertaking for its departments. I have attached the HDI Terms of Reference which is long over-due for a review, and included the Job Description for the Director of Operations to assist you.

In Love, Light & Peace,

Hazel E. Hill  
Director HDI

### **OCTOBER UPDATE**

- Quote for new furnace \$4537 (see attached email from Middleport Mechanical)
- Raccoon or other small animal maybe accessing building – live traps to be placed inside
- Brantford Architect firm (MMMC) – waiting to hear back on RFP request
- Eaves trough repair – looking for other companies
- Window hole – to be patched with clear tape for now

**Direct:** Proceed with the new furnace replacement from Middleport Mechanical

### **SIX NATIONS CONFEDERACY COUNCIL HOUSE – RESTORATION PROJECT**

The initial direction was to secure the building with new locks, check the sump pump and see if the furnace is still working. The goal is to restore the building to current building standards for uses like a café/coffee house.

Currently, the thought is to get an updated cost estimate for the restoration of the building and/or also update the terms of reference/scope of work from 2007 for a Request for Proposal (RFP) bidding process.

The RFP bidding process would allow several qualified consultants to bid on the overall cost of the project and using a weighted criteria selection method the best suited bidder could be chosen.

I've spoken with Craig Newson from MMMC Architects, Brantford about helping develop the RFP process. He has project experience in repurposing old historical buildings, we are meeting September 19<sup>th</sup> at the old council house to tour the building and to discuss the quote for the RFP service.

#### **Direction is needed for the following:**

- To continue to proceed with the RFP bidding process with help from MMMC Architects
- Replace the furnace now or wait and have it replaced as part of the restoration project
- Leave current utility bills with the Band or pursue transferring them out of the Band's name

The following is a list of items that were addressed, to date

**Security/Locks** – Front wooden door is missing door handle, the whereabouts of the key is unknown; access to the inside is still obtainable (with a screwdriver). A keyed metal latch has been placed on the interior screen door located directly behind the main wooden door, (see picture below). The side door has a deadbolt and a keyed lock on the door handle, since the whereabouts of the keys is unknown these locks need to be replaced. Currently on the 'to do' list.

**Flooded basement** – approximately 2.5 feet of water was pumped out and the sump pump was replaced, the discharge piping for the sump pump water is temporary (in case, renovation plans ask for a different discharge location). (See picture below)

**Basement Staircase** – due to the presence of 2.5 feet of sump water for an unknown period of time the 3<sup>rd</sup> and 4<sup>th</sup> steps, up from the bottom have rotted. The 3<sup>rd</sup> step was easily replaced; the 4<sup>th</sup> step needs



additional supports. So the options are install temporary support and a new step or replace the entire bottom section. Currently the 4th step is missing. Direction is needed.

**Sump water** – after the new sump pump was installed, the remaining pooled water in the basement was removed (shop-vac). The next couple of days after some rainfall the pooled water returned. For a next step that might help stop the water/moisture from entering is to repair the eavestroughs, (See picture below). Currently, looking for an eavestrough company to do the repairs.

**Electricity/Hydro utility** – power to the building is connected, exterior building light can be seen at night. Since the power is on, the Band must be paying the bill.

**Water utility** – washroom faucet was checked – no water, either disconnected or main valve is shut off. Next step is to find main shut off valve to see if water is available or disconnected.

**Natural gas utility** – connection not yet confirmed but in speaking with Band office receptionist she said they still receiving and paying gas bill for the building.

**Furnace** – Six Nations Natural Gas technician checked the furnace, said motors were ceased and electronic board was no working, he recommended getting a new furnace. Direction is needed.

**Airborne Mold** – The building has an old smell when you enter, the plan is to contact Peter Hill the EHO from Brantford to do a test on the interior air quality.

**Window** – one of the tall side windows has a hole in it, looks like a small rock was thrown through it. Next step, call in a window specialist for their recommendation.

**Lawn care** – looks like the Band is doing the upkeep, grass is being maintained.

**Pictures:**



*1 New Keyed Metal Latch Installed*



*2 Basement Stairs - 4th Step Missing*



*3 Sump Pump with Temporary Piping*



*4 Eavestrough and Windows Need Repair*

Project update as of September 14, 2017

Todd E. Williams, P.Eng.  
Williams Engineering Services

**HAUDENOSAUNEE DEVELOPMENT INSTITUTE**  
**FINANCIAL STATEMENTS**  
**FOR THE 7 MONTHS ENDING OCTOBER 31, 2017**  
**UNAUDITED**

**(with draft audit figures for year ended March 31, 2017)**

**November 23, 2017**

# HAUDENOSAUNEE DEVELOPMENT INSTITUTE

## Statement of Financial Position

At October 31, 2017

(with draft audit figures at March 31, 2017)

	Current Year	KPMG Draft Audit
	at Oct.31 2017	at Mar.31 2017
<b>Assets</b>		
Current assets:		
Cash	530,100	1,189,625
Investments (GIC)	1,004,068	1,000,308
Accounts receivable ( <i>net of allowance for doubtful accounts</i> )	1,120,667	394,746
Receivable from 2438543 Ontario Inc. (land & property)	620,007	869,273
Prepaid expenses	212,840	1,977
	3,487,683	3,455,929
Capital assets (net of amortization)	14,850	13,504
	3,502,533	3,469,433

## Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities	165,951	409,452
Due to Ogwawihsta Dedwahsnye	0	22,570
Deferred revenue	0	65,000
	165,951	497,022
Net assets:		
Invested in capital assets	14,850	13,504
Unrestricted	1,589,305	823,479
Land lease fund	911,178	1,386,053
Land acquisition fund	821,250	749,375
	3,336,582	2,972,411
	3,502,533	3,469,433

# HAUDENOSAUNEE DEVELOPMENT INSTITUTE

## Statement of Operations (by department)

For the 7 months ending October 31, 2017

(with draft audit figures at March 31, 2017)

							Current Year-to-date	KPMG Draft Audit
	HDI Admin	Archaeo. Monitor	Enviro. Monitor	Burtch Lands	Land Lease	Land Acq	Total 2017-18	Total 2016-17
Revenues (Schedule):								
Fees	186,898	1,945,136	274,039	0	284,883	71,875	2,762,831	3,999,948
Other revenue	19,321	0	0	0	0	0	19,321	95,444
	206,220	1,945,136	274,039	0	284,883	71,875	2,782,152	4,095,392
Expenses (Schedule):								
Salaries, benefits and contract fees	121,528	734,062	119,677	0	0	0	975,267	1,066,524
Professional fees	308,555	7,741	0	235,391	0	0	551,687	1,009,079
Community development	0	0	0	0	524,368	0	524,368	913,503
Travel	16,780	159,253	35,897	0	0	0	211,930	310,266
Office and general	83,091	0	0	0	0	0	83,091	133,599
Administrative expense	42,284	0	0	0	0	0	42,284	53,009
Bad debt expense	0	0	0	0	0	0	0	281,004
Rent	18,081	0	0	0	0	0	18,081	30,996
Advertising	4,687	0	0	0	0	0	4,687	18,824
Amortization expense	5,965	0	0	0	0	0	5,965	9,494
Training	0	0	622	0	0	0	622	4,047
	600,972	901,056	156,195	235,391	524,368	0	2,417,982	3,830,345
Excess of revenues over expenses	(394,753)	1,044,080	117,843	(235,391)	(239,485)	71,875	364,170	265,047

loss  
applied to  
land lease  
fund

**2438543 ONTARIO INC.**

**FINANCIAL STATEMENTS**

**FOR THE 7 MONTHS ENDING OCTOBER 31, 2017**

**UNAUDITED**

**(with audit figures for year ended March 31, 2017)**

**November 23, 2017**

**2438543 ONTARIO INC.****Balance Sheet****At October 31, 2017****(with audit figures at March 31, 2017)**

	Current Year	KPMG Audit
	Oct.31 2017	Mar.31 2017
<b>Assets</b>		
Cash	1,123,569	135,548
Distributions receivable from GGV2LP	131,823	100,000
Prepaid expense	76,234	0
	1,331,626	235,548
Investment in GGV2LP	0	2,095,193
Land & property	2,147,683	2,147,683
	3,479,309	4,478,424
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Accrued liabilities	0	126,479
Long term liabilities:		
Payable to HDI - land purchase & mortgage payments	620,007	869,273
Loan payable - investment in GGV2LP	0	2,734,608
Mortgage payable - land	1,146,797	1,292,980
	1,766,804	5,023,340
Shareholders' Equity		
Common shares	50	50
Retained earnings (deficit)	1,712,455	(544,966)
	1,712,505	(544,916)
	3,479,309	4,478,424



**2438543 ONTARIO INC.****Statement of Operations****For the 7 months ending October 31, 2017****(with audit figures at March 31, 2017)**

	Current Year-to-date	KPMG Audit
	at Oct.31 2017	at Mar.31 2017
Revenues:		
Investment gains on GGV2LP	2,701,407	1,003,400
	2,701,407	1,003,400
Expenses:		
Interest expense - loan (GGV2LP investment)	55,590	256,155
Interest expense - mortgage (land)	7,126	11,994
Success fees	366,382	117,384
Audit fees	3,745	9,095
Professional fees	8,400	2,185
Insurance	2,700	0
Bank fees	43	352
	443,986	397,165
Net earnings/(loss)	2,257,421	606,235

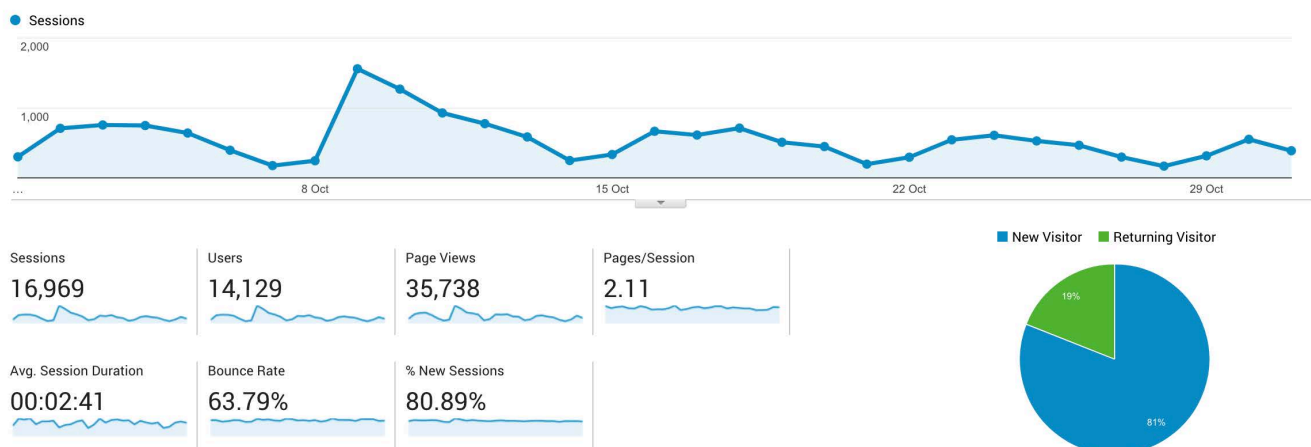
# HAUDENOSAUNEE CONFEDERACY

## October Visitor Report

### Website Stats Overview

October saw a significant visitor increase with visitors almost doubling from last month.

- October saw 14,129 visitors, a significant increase from last month's 8,903 visitors.
- This month's visitors looked at 35,738 pages, again significant compared to September's 22,052 page views.
- Users looked at an average of 2.11 pages per session with the majority of the visitors being new unique users. This is actually exactly the same as last month.
- The average session is also up slightly from last month's 2.37 minutes to 2.41 minutes.
- The bounce rate, the rate at which people leave the site after viewing only one page, is slightly lower at 63.79%.



### Where are people visiting from?

City ?	Acquisition
	Sessions ? ↓
	16,969 % of Total: 100.00% (16,969)
1. Calgary	1,712 (10.09%)
2. Edmonton	1,102 (6.49%)
3. Toronto	1,079 (6.36%)
4. New York	1,060 (6.25%)
5. (not set)	299 (1.76%)
6. Ottawa	266 (1.57%)
7. Hamilton	223 (1.31%)
8. Montreal	181 (1.07%)
9. Kitchener	150 (0.88%)
10. Mississauga	150 (0.88%)

This month the majority of visitors again came from Alberta with Calgary accounting for 1,712 and Edmonton bringing in 1,102. There were also significant visits from Toronto (1,079) and New York (1,060). Other visits came from Ottawa (266), Hamilton (223), Montreal (181), Kitchener (150), and Mississauga (150).

## How are visitors finding the site?

	Acquisition			Behaviour		
	Sessions	% New Sessions	New Users	Bounce Rate	Pages/Session	Avg. Session Duration
	16,969	80.89%	13,726	63.79%	2.11	00:02:41
1 ■ Organic Search	11,556	<div><div></div></div>		63.28%	<div><div></div></div>	
2 ■ Direct	4,553	<div><div></div></div>		64.35%	<div><div></div></div>	
3 ■ Referral	785	<div><div></div></div>		66.11%	<div><div></div></div>	
4 ■ Social	75	<div><div></div></div>		82.67%	<div><div></div></div>	

As usual, these stats are steady over the last couple of months although the sources and keywords used are constantly changing.

From this chart we can see the various sources of traffic. The majority of visits (11,556) are coming from Organic Searches, which is significantly higher than last month's 8,152. This means that people are using keywords in the Google search bar and clicking on the links that come up. Common keywords this month are: "haudenosaunee", "haudenosaunee confederacy", "iroquois clan symbols", "wampum belt", "what was the haudenosaunee form of government", "2 other names for the haudenosaunee confederacy", "about haudenosaunee", and "ceremonial tobacco of the haudenosaunee".











Direct visits, visits from people typing the address into the website bar are also up from last month's 1,833 to this month's 4,553.

Referral visits, visits from websites which have links on their sites to the Confederacy site, have also seen a slight boost from last month's 399 to 785 this month. Referrals this month came from: native-land.ca, eastmeadow.k12.ny.us, wikipedia.org, ecosia.org, sidait-atris.aadnc-aandc.gc.ca, and twoeaglessmokeshop.com.

75 visits came from social profiles this month which is slightly higher than last month's 68. This month the majority of visits came from Facebook (59), Twitter (9), Pinterest (5), and LinkedIn (2).

This month the bounce rate was best on visits coming from organic search results. Newest visitors came from Organic search.

## What are visitors looking at?

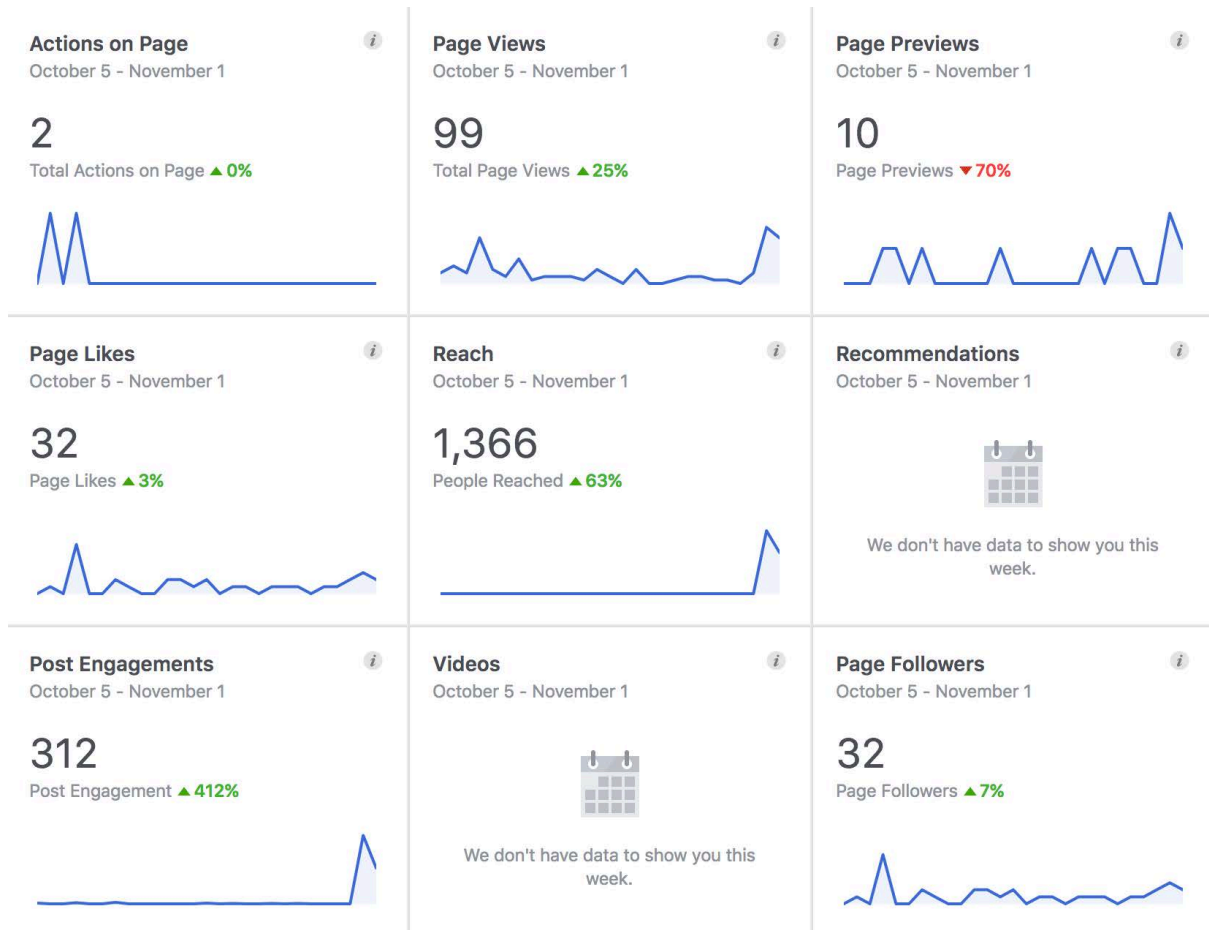
Page ?		Page Views ? ↓
		<b>35,738</b> % of Total: 100.00% (35,738)
1. /		<b>8,890</b> (24.88%)
2. /leagueofnations.html		<b>2,355</b> (6.59%)
3. /foodandfarming.html		<b>1,711</b> (4.79%)
4. /symbols.html		<b>1,590</b> (4.45%)
5. /clansystem.html		<b>1,466</b> (4.10%)
6. /aboutus.html		<b>1,456</b> (4.07%)
7. /index.html		<b>1,439</b> (4.03%)
8. /wampum.html		<b>1,404</b> (3.93%)
9. /confederacystructure.html		<b>1,071</b> (3.00%)
10. /confederacycreation.html		<b>1,064</b> (2.98%)

As usual the majority of visits (24.88%) are to the home page but there's a nice spread among other pages.

### Top Pages




1. Home Page
2. League of Nations Page
3. Food and Farming Page
4. Symbols Page
5. Clan System Page
6. About Us Page
7. Home Page (This is an alternative route)
8. Wampum Page
9. Confederacy Structure Page
10. Confederacy Creation Page

## Facebook Overview

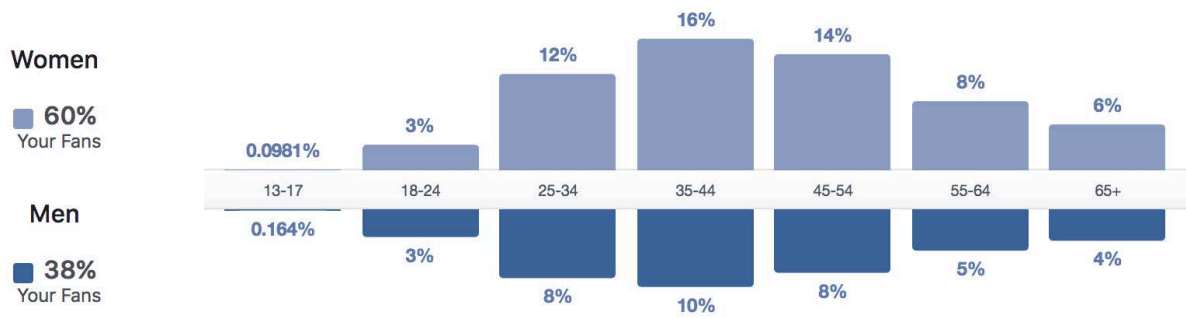


The Haudenosaunee Confederacy page gained 32 new page likes from October 5 to November 1. The post engagement is way up (412%) from last month and you gained 32 new page followers.

■ Reach: Organic / Paid 
 ■ Post Clicks 
 ■ Reactions, Comments & Shares 
 i

Published	Post	Type	Targeting	Reach	Engagement	Promote
10/31/2017 8:47 pm	 The Chiefs council scheduled for Saturday November 4, 2017 has			1.6K <span style="display: inline-block; width: 50px; height: 15px; background-color: orange;"></span>	295 <span style="display: inline-block; width: 50px; height: 15px; background-color: blue;"></span> 65 <span style="display: inline-block; width: 10px; height: 10px; background-color: pink;"></span>	<a href="#">Boost Post</a>

This chart shows you the reach and engagement of your post from October. From this you can see your post had a reach of 1.6 thousand and received 295 post clicks and 65 reactions, comments and shares.



This chart shows you the general demographics of people who like your page. While they will change slightly from month to month for the most part your main demographic is women aged 35-44.

Country	Your Fans	City	Your Fans	Language	Your Fans
United States of America	1,626	Newport, ON, Canada	169	English (US)	2,824
Canada	1,327	Caledonia, ON, Canada	149	English (UK)	163
United Kingdom	10	Toronto, ON, Canada	126	French (France)	14
Australia	9	Hamilton, ON, Canada	96	French (Canada)	13
Sweden	8	Kahnawake, QC, Canada	96	German	9
France	8	Buffalo, NY	95	Spanish	7
Germany	7	Brantford, ON, Canada	94	Dutch	4
Mexico	5	Syracuse, NY	75	Arabic	4
Netherlands	5	London, ON, Canada	71	Italian	2
India	4	Hogansburg, NY	63	Portuguese (Brazil)	2

This last chart shows you where your fans are from and interestingly shows a nice mix between Canada and US.

## HAUDENOSAUNEE DEVELOPMENT INSTITUTE

### TERMS OF REFERENCE

The Haudenosaunee Confederacy Council has created a process that would allow developers who want to develop within their territory to be dealt with expeditiously and effectively. The process for exercising Haudenosaunee jurisdiction over their lands in the Haldimand Tract will be known as the Haudenosaunee Development Institute. The HDI will identify, register and regulated development, ensure compliance with the Tseh Niyohy Dwayadowhsra Ogwahweja Wihwageh (Haudenosaunee Green Plan), and provide benefits to the Haudenosaunee.

#### Mandate

A committee will be established to lay out all the steps necessary to ensure the successful implementation of the institute.

#### Membership

#### Authority and Accountability

The committee is accountable to the Confederacy Chiefs Council and must make reports back on a regular Basis.

The committee has the authority to make decisions that pertains directly to the subject matters; the committee will not obligate the Confederacy Council to anything as a result of their work. The council will make final decisions based on the best options developed by the committee.

#### Scope of Work

Identify a model of governance that will set out expectations and monitor the performance of the institute.

Create a model for the efficient administration of all development enquiries/proposals received.

Identify the necessary human, plan and financial resources required to carry out the work.

Create all the workplace policies and procedures that will govern daily activities within the plan and other necessary places of work.

Identify economic model that will facilitate the financial aspects of the institute.

INSERT: PHOTO OF HALDIMAND TRACT



Haudenosaunee Development Institute  
Our Land, Our Law, Our People, Our Future

## CONTRACTOR AGREEMENT (DIRECTOR SERVICES)

*AGREEMENT #:* \_\_\_\_\_ *AMENDMENT #:* \_\_\_\_\_

**THIS CONTRACTOR AGREEMENT (the "Agreement")**

**DATED:** \_\_\_\_\_

**BETWEEN:**

**Haudenosaunee Development Institute**

16 Sunrise Crt, Ohsweken, Ontario N0A 1M0

("HDI")

**- AND -**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

(the "Contractor").

### **BACKGROUND:**

- A. The purpose of this Agreement is to engage the services of the Contractor to provide strategic leadership, and financial and administrative management of operations directed towards the successful implementation of HDI objectives.
- B. HDI is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to HDI.
- C. The Contractor is agreeable to providing such services to HDI on the terms and conditions set out in this Agreement.



**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, HDI and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **Services Provided**

1. Under the direction of the Haudenosaunee Development Institute Board (HDI), on behalf of Haudenosaunee Confederacy Chiefs Council (HCCC), the Contractor will provide strategic leadership, financial and administrative management of operations directed towards successful implementation of HDI objectives. More specifically, the Contractor shall provide HDI with following services:
  - Providing strategic options to HDI Board
  - Implement activities necessary to advance strategic options and goals
  - Developing and managing administrative policies and procedures, including but not limited to communications, finance, and research
  - Be responsible for official correspondence with industry, government, and organizations
  - Public relations and engaging with news media
  - Coordinating and maintaining multiple project files
  - Supervise environmental and archaeological monitors and other HDI staff
  - Secure funding for administrative costs
  - Setting, reviewing, and monitoring budgets
  - Assign work as necessary and retain external Contractors as necessary
  - Ensuring that meetings are scheduled and notice of meetings provided in timely manner
  - Other tasks which the Parties may agree on
2. The Contractor shall carry out the Scope of Services (see Appendix A) in a diligent and professional manner.

### **Reports and Deliverables**

3. The Haudenosaunee Development Institute Board (hereafter known as the "Board") shall oversee the work of the Contractor and shall report any concerns to Haudenosaunee Confederacy Chiefs Council (HCCC) on a timely basis. The Contractor shall keep the Board fully informed as to the status of the work through written and verbal reports that is satisfactory to the Board in scope and detail.

4. The Contractor shall maintain a weekly journal of activities and time spent on these activities.
5. The Board shall at all reasonable times have access to review the ongoing work of the Contractor for purposes of inspecting and determining that work is being performed in accordance with the terms of this Agreement.

### **Place of Work**

6. The Contractor's place of work shall primarily be 16 Sunrise Court, Ohsweken, Ontario. However, the Contractor shall be allowed the flexibility to periodically work from her own place of residence.

### **Term of Agreement**

7. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
8. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 business days written notice to the other Party.
9. This Agreement may be terminated at any time by mutual Agreement of the Parties.
10. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

### **Duration of Contract**

11. This Agreement shall be in effect from April 1, \_\_\_\_\_ until March 31, \_\_\_\_\_.

### **Performance**

12. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

13. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

### **Compensation**

14. For the services rendered by the Contractor as required by this Agreement, HDI will provide compensation (the "Compensation") to the Contractor of \$\_\_\_\_\_ per year.

15. HDI will be invoiced and make payments according to the following payment schedule:

<b>Payment #</b>	<b>Date</b>	<b>Amount</b>
1	June 30, 2016	
2	September 30, 2016	
3	December 31, 2016	
4	March 31, 2017	

16. Invoices submitted by the Contractor to HDI are due within 10 days of receipt.

17. The Contractor is solely responsible for the payment of any required taxes and any other fees, licenses, or payments required by federal, provincial or municipal law.

18. During the term of this Agreement, the Contractor shall be allowed three week's leave from the terms and conditions of this Agreement.

### **Reimbursement of Expenses**

19. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement.

20. All expenses must be pre-approved by HDI.

### **Confidentiality**

21. Confidential information (the "Confidential Information") refers to any data or information relating to HDI, whether business or personal, which would reasonably be considered to be private or proprietary to HDI and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to HDI.

22. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by HDI or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

23. All written and oral information and material disclosed or provided by HDI to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

#### **Ownership of Intellectual Property**

24. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of HDI. The use of the Intellectual Property by HDI will not be restricted in any manner.
25. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of HDI. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **Return of Property**

26. Upon the expiry or termination of this Agreement, the Contractor will return to HDI any property, documentation, records, or Confidential Information which is the property of HDI.

#### **Capacity/Independent Contractor**

27. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and HDI acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Notice**

28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. HCCC Delegate  
Haudenosaunee Development Institute  
16 Sunrise Crt, Suite 600  
Ohsweken, Ontario, N0A 1M0

b. HDI Director  
R.R. #6  
Hagersville, Ontario, N0A 1H0

or to such other address as any Party may from time to time notify the other.

### **Indemnification**

29. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Dispute Resolution**

30. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

31. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Ontario.

The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Ontario.

#### **Modification of Agreement**

32. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Assignment**

33. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of HDI.

#### **Entire Agreement**

34. It is agreed that there is no representation, warranty, collateral Agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Enurement**

35. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **Titles/Headings**

36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **Gender**

37. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **Governing Law**

38. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in

accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

39. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

40. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures:

**For HDI:**

x \_\_\_\_\_

\_\_\_\_\_  
Date

x \_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
Date

**For Contractor:**

x \_\_\_\_\_

\_\_\_\_\_  
Date

x \_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
Date