COMMERCIAL LAND USE POLICY

Kahnawa’kehró:non Ratisénhaienhs

STRENGTH

PEACE

UNITY

Ohontsa’shon:a Ratiia’takwe’ní:ios
Tsi Iehiatónhkwa

LANDS UNIT DIRECTORATE

KAHNAWA'KEHRÓ:NON RATITSÉNHAIENHS
OHONTSA'SHON:A RATIIA'TAKWE'NÍ:IOS TSI IEHIATÓNHKWA
KAHNAWÁ:KE COMMERCIAL LAND USE POLICY

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POLICY

1. INTRODUCTION

Kanien'kehá:ka, traditionally, have always been in control of trade and commerce with the objective of bringing wealth into their territories. This policy is reflective of the assertion of Kanien'kehá:ka responsibilities in the modern business world within the Kahnawá:ke Territory and is an exercise of the collective rights of the Kanien'kehá:ka of Kahnawá:ke to determine a commercial land use process.

Lessors and lessees each have the responsibility to uphold traditional Kanien'kehá:ka principles to practice conservation and demonstrate with future vision, the respect for the land, our Mother Earth, and ultimately for the generations to come.

Any lands identified for commercial business use will remain as common holding for Kahnawá:ke. This policy promotes and encourages Kanien'kehá:ka business to be established, encourages business partnerships and is accepting of negotiated commercial land use by non-native business entities. The policy supports the establishment of a commercial district in our community.

The provisions of this policy come into force on the date set out in MCED # 44/2006-2007 issued by the Kahnawa'kehró:non Ratitsénhaienhs.

2. PURPOSE

This policy will enable Kahnawá:ke to achieve the sustainable development of Kanien'kehá:ka commercial lands in a fair, consistent and equitable manner. The policy is intended to provide procedure for leasing commercial land that is held in common and has been identified specifically for commercial use. The authority to support the following statements is derived from the Kahnawa'kehró:non Ratitsénhaienhs mandate that identifies the role of the Ohontsa'shón:'a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa, Lands Unit Directorate. The Commercial Land Use Policy will assert our jurisdiction through the following statements:

1. Commercial land will be leased to private Kanien'kehá:ka business and to non-Kanien'kehá:ka business in a manner that will maintain or enhance the quality of life for Kahnawá'kehró:non, and support business that is developed in such a manner that our natural environment will be maintained and protected from contaminants.

2. All commercial lands will be leased in a way as to assert the jurisdiction of Kahnawa'kehró:non.

3. Commercial investments in Kahnawá:ke will be encouraged to provide economic benefit to Kahnawa'kehró:non.

4. The Commercial Land Use Policy will provide a means for accountability for Kanien'kehá:ka leaders and administrators.

5. Littoral rights for all Kahnawa'kehró:non along SLS commercial lands will be maintained and will recognize right of access to the shoreline.

6. Preference will be for Kanien'kehá:ka or Kanien'kehá:ka partnership applications with majority profit hold for the Kanien'kehá:ka partner, and that which demonstrates economic benefit for Kahnawa'kehró:non.

7. The number of businesses that will be selected to operate on commercial lands will be limited to a maximum of four during any given fiscal year as defined by the Kahnawa'kehró:non Ratitsénhaienhs.

8. Individual right to enjoy privately held land adjacent to the land used for commercial purpose is respected.

9. A business operating on commercial land will:
    - Demonstrate the potential for sustainability.
    - Be contributing to our economic potential and demonstrate its plan for Kanien'kehá:ka employment.
    - Not be hazardous to the environment, including but not limited to noise, water, soil and air pollution.
    - Not cause unmanageable traffic flow.
    - Not be linked to any sexual exploitation or other forms of social, human rights or environmental abuses.

3. AUTHORITY

All laws, regulations, policies or guidelines in Kahnawá:ke that effect our Territorial land use, including any laws, regulations, policies or guidelines enacted by Kahnawa'kehró:non Ratitsénhaienhs before, during or after the time period of a commercial land use lease will apply to the lessee and to this policy.

4. APPLICATION

This policy will apply to all common lands that are specifically identified for commercial use by the Kahnawa'kehró:non Ratitsénhaienhs and is applicable to all persons establishing and operating a business on those Kahnawá:ke commercial lands. Any business in operation on common lands before this policy comes into effect will be subject to the policy once enacted.

5. DEFINITIONS

For purposes of this policy the following definitions will apply:

Alterations- An alteration is partial replacement, addition, change or rearrangement in the structural parts of a building, which result in an any change in the size, shape or height of the building. "Altered" is the act of completing an alteration.

Asset-anything having commercial or exchange value that is owned by a business, institution or individual. This can include stocks, banks, real estate, equipment, brand name or the value of a company as an operating business.

Blanket Property Coverage- Insurance that covers business property under a single dollar amount of coverage as opposed to insuring each item separately.

Bodily Injury Liability Insurance- Protection against the liability, which may arise from the injury or death of another person. This is written in conjunction with Property Damage Liability Insurance.

Business Personal Property- Furniture, fixtures, equipment, machinery, merchandise, materials and all other property (excluding real estate) owned and used in a business.

Business Partnership- is an association of 2 or more persons where the owners of a partnership are personally and totally liable to all business debts.

Business Plan- a written document that details and explains the vision, status, expected needs, defined markets and projected results of the business.

Business Venture- A commercial undertaking carried on for profit.

Commercial District(s)- A retail and commercial/service area in Kahnawá:ke.

Certificate of Insurance- A statement summarizing the types of coverage and policy effective dates and which indicates that the certificate holder will be notified if a policy cancels.

Commercial Lands- All lands in Kahnawá:ke that are identified by the Kahnawa'kehró:non Ratitsénhaienhs as common landholding and also identified for commercial business use.

Commercial Use- Refers to being used for the purpose of exchanging goods and /or providing services for profit.

Commercial Venture- an undertaking for the purpose of exchanging goods and/or providing services that involves an identifiable risk.

Common Land- Land held by Kahnawa'kehró:non collectively.

Consensus Principles- mediates differing interests to reach a broad consensus or acceptance on what is in the best interest of the group(s) and where possible, on policies and procedures. If consensus is not achieved, majority vote will be applied.

Dangerous or Unsightly- means partly demolished, decayed, deteriorated or in a state of disrepair so as to be dangerous, unsightly or unhealthy, and includes property containing

(I)-ashes, junk, cleanings of yards or other rubbish or refuse or a derelict vehicle, vessel, item of equipment or machinery, or bodies of these or parts thereof.
(II)-an accumulation of wood shavings, paper, sawdust, dry and flammable grass, weeds, or other combustible material.
(III)-any other thing that is dangerous, unsightly, unhealthy or offensive to a person.

Design Standard-A set of guidelines on the appearance of buildings or improvements that governs construction, alteration, demolition or relocation of a building or improvement, including land improvements.

Drainage Master Plan- means a detailed plan of storm water runoff and the courses and channels of it including floodplains for an entire area of drainage.

Ecoregion- An area with interdependent ecosystems, natural boundaries and land uses.

Environmental Management System (EMS) – is the part of the overall management system that includes organizational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, achieving, reviewing and maintaining an environmental policy. The EMS must include an organizational chart, be staffed accordingly and requires planning on how the organization will deal with environmental issues.

Environmental Policy – is the statement by the organization of its intentions and principles in relation to its overall environmental performance which provides a framework for action and for the setting of its environmental objectives and targets.

Environmental Site Assessment (ESA) (Phase 1): A systematic process to identify actual or potential site contamination that involves the evaluation and reporting of existing information collected through records review, site visits and interviews. A Phase I ESA does not include investigative procedures of sampling, analyzing and measuring.

Environmental Site Assessment (ESA) (Phase 1I): A systematic process to identify actual site contamination. A Phase II ESA includes the investigative procedures of sampling, analyzing and measuring.

Hazardous Material-Any material or combination of materials, which because of its quality, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to a present or potential threat to human health, safety or welfare or to the environment when improperly stored, treated, transported, disposed of, used or otherwise managed.

Immediate Family- includes an individual's mother, father, husband, wife, brothers, sisters, children, stepchildren, grandparents, grandchildren, mother-in-law, father-in-law, sons and daughters-in-law.

Infrastructure- Public facilities and services needed to support and sustain industry, residence, commerce and all other land use activities. It includes transportation, water and sewer, energy, telecommunications, recycling and solid waste disposal.

Kahnawa'kehró:non/Kanien'kehá:ka of Kahnawá:ke- Refers to the collective people of the flint, who have their language and live with their Nation and who are listed as members on the Kahnawá:ke Kanien'kehá:ka registry.

Kahnawa'kehró:non Ratitsénhaienhs-The Council of elected Kahnawá:ke Chiefs (Those who council around the fire to discuss issues and concerns of the day), or Mohawk Council of Kahnawa'ke.

Kahnawá:ke Shakotiia'takehnhas Community Services (KSCS): an organization that provides health and social service programs in a continuum of care to Kahnawa'kehró:non.

Law- all laws applicable on the Kanien'kehá:ka Territory of Kahnawá:ke.

Lease-An agreement by which Kahnawa'kehró:non Ratitsénhaienhs convey the right to use and occupy commercially designated common land for mutally beneficial gains, usually rent.

Lessee: someone with a lease; a person or organization that leases a property from another.

Lessor: the Kahnawa'kehró:non Ratitsénhaienhs who leases a property to another.

Negligence- failure to use degree of care, which an ordinary person of reasonable prudence would use under the given circumstances. Negligence may be constituted by acts of either omission or commission or both.

Non-Conforming Building- A non-conforming building is one which does not conform to the regulations of the zone in which the building is located.

Non-Conforming Use-A non-conforming use of a building or land is a use, which does not conform to the regulations of the zone in which the building or land is located.

Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa -The Kahnawá:ke Lands Unit of the Kahnawa'kehró:non Ratitsénhaienhs.

Littoral Rights- Rights concerning properties abutting an ocean, sea or lake rather than a river or stream (riparian rights). Littoral rights usually concern the use and enjoyment of the shore"

Sustainable Development – Development that balances ecological, social and economic concerns to improve the lives of present and future generations in Kahnawá:ke.

Territory or Kanien’kehá:ka Territory of Kahnawá:ke-Includes all of the following references:

- the lands under the control and jurisdiction of the Kanien’kehá:ka of Kahnawá:ke,
- any and all lands that may be added to the lands now under the control and jurisdiction of the Kanien’kehá:ka of Kahnawá:ke through the negotiation and resolution of land grievances,
- any and all lands that may be added to the lands now under the control and jurisdiction of the Kanien’kehá:ka of Kahnawá:ke as a result of any other means, and
- lands, which are returned to Kahnawá:ke as lands within the meaning of subsection 91(24) of the *Constitution Act,* 1867.

Tewatohnhi’sáktha- means the Kahnawá:ke Economic Development Commission.

PROCEDURES

1. COMMERCIAL LANDS COMMITTEE

The Commercial Lands Committee is structured for diversity in experience and expertise. All Kahnawa’kehró:non Ratitsénhaienhs Chiefs, employees or Commercial Lands Committee members will be guided by section 13.1.1;13.1.2;13.3;13.3.2, employee code of conduct of the MCK Administrative Policy.

The committee will develop, recommend and outline specific roles, responsibilities and additional authorities for the committee and will seek approval using a Mohawk Council Executive Decision (MCED).

1.1 Committee Composition

The volunteer 5-member committee will be composed by appointment or selection with one representative from:

Ohontsa’shón:a Ratiia’takwe’ní:ios Tsi Iehiatónhkwa
Tewatohnhi’sáktha,
Kahnawa’kehró:non Ratitsénhaienhs
Kahnawá:ke Environment Protection Office
Kahnawa’kehró:non

1.2 Committee Appointment/Selection

1.2.1 Process

The following process will fill committee seat positions:

- The Kahnawa’kehró:non Ratitsénhaienhs seat will appointed by Chief and Council and will coincide with the Kahnawa’kehró:non Ratitsénhaienhs elections as much as possible.

- The Kahnawa’kehró:non seat will be selected by the Commercial Lands Committee upon receipt of applicants following a general call out for participation.

- The Tewatohnhi’sáktha seat will be appointed by the Chief Executive Officer of Tewatohnhi’sáktha.

- The Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa and the Kahnawá:ke Environment Protection Office seats will be appointed by the Lands Unit Director.

In the event of a vacancy of a committee member position with the remainder of the term being more than one year, a notice of this vacancy will be sent to the relevant representative area following the above process. The new appointment(s)/selection will take place at the committee level during the year when there is no Kahnawa'kehró:non Ratitsénhaienhs election if possible.

When the end of a committee member's term occurs, the position will be evaluated by the person(s) who selected/appointed the committee member, and the incumbent may be appointed or selected for another term. There is no limitation on the number of consecutive appointed or selected positions on the committee.

1.2.2 Committee Conditions

The following conditions are desired:
- Maintain reasonable stability and staggering of the seats with terms of 2 and 3 years.
- Ensure that appointments or selections will take place in Kenténha/October of a given year.
- Ensure each committee seat will have preference for Kanien'kehá:ka Konnón:kwe.
- Have no more than 1 member from the same immediate family hold a seat.
- A privacy waiver and security check will be conducted as required.

If a committee member is absent for 3 consecutive meetings for a reason other than illness or incapacity or has been found to be in breach of any responsibilities or obligations, he/she will cease to hold a position with the Commercial Lands Committee.

The following conditions apply to an individual who desires to sit on the committee. A person will not be appointed or selected if one has:

- been convicted of an offense that was prosecuted by way of indictment in the past five years.
- declared bankruptcy in the past five years.
- been convicted or condemned civilly of a corrupt practice in connection with a business including bribe, dishonesty or wrongful conduct.

1.3 Committee Authorities

The Commercial Lands Committee will function and apply consensus principles for agreement to:
- Select appropriate businesses to operate on commercial lands.
- Select an appropriate commercial lot based on the nature of the business to align with urban plans and/or any comprehensive community plans in effect.
- Maintain communication pathways with Chief and Council for regular activities by the Commercial Lands Committee.
- Authorize any alterations to a building on commercial land.
- Collaborate to set terms and conditions in a commercial land use lease.
- Collaborate to ensure this policy is reviewed at the appropriate times for amendments. The review is every 5 years as described in section 11.

1.4 Committee Responsibilities

The representatives selected or appointed will be accountable to perform in the following general roles:

Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa:
- Will act as administrator to implement and evaluate this policy.

- Responsible to administer and receive documents for commercial land use request as outlined in this policy.
- Is responsible for the preparation of a lease of commercial lands for the operation of a business.
- Maintain a file system for commercial land use lease.
- Responsible to ensure that inspectors monitor the building construction and ensure performance of periodic inspections to confirm the business is aligned with the lease agreement and the business plan as submitted.

Tewatohnhi'sáktha:
- Use technical expertise to determine and recommend choice for appropriate commercial business for committee selection following the business selection criteria (Appendix A) to evaluate applications for commercial land use.
- Bring all submissions of business plans with recommendations to the Committee.
- Collaborate with the Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa representative on lease agreements.
- Suggest to the committee an appropriate commercial site for the business location.

Kahnawa'kehró:non Ratitsénhaienhs Chief:
- Any business proposing a lease period greater than the maximum will be brought by the committee chief for information purpose to the community.
- Function as a community liaison if required.
- Ensure that the Kahnawa'kehró:non Ratitsénhaienhs at a regularly scheduled council meeting are informed of all decisions and committee activities.
- Ensure discussions and decisions are aligned with the current political position.

Kahnawá:ke Environment Protection Office (KEPO):
- Ensure committee decisions reflect the need for protection of the physical environment from contamination.
- Advise for the consistent practice of conservation principles.
- Ensure discussions and decisions are aligned with current environmental standards and policies.
- Reviews the Environmental Management Statement submitted with the business plan, as described in section 5.2.
- Determines and recommends an Environmental Management System as appropriate.

Kahnawa'kehró:non:
- Support the governance direction.
- Provide community links to the committee.
- Participate in community forums for presentation of business operations on the commercial lands.

1.5 Committee Accountability

The committee will be accountable to Kahnawa'kehró:non Ratitsénhaienhs and to the community by making public the selections of business that will operate on commercial land and ensure that regular activity reports are provided to Kahnawa'kehró:non Ratitsénhaienhs.

Background security checks of the business venture and its proprietor will be conducted for requests to use commercial land, and will be at the discretion of the Commercial Lands Committee.

Historical research will be conducted for non-Kanien'kehá:ka businesses and business partnerships with non-Kanien'kehá:ka to determine if social, human rights or envrionmental abuses have occurred in association with the business venture.

1.6 Conflict of Interest

All Kahnawa'kehró:non Ratitsénhaienhs Chiefs, employees or Commercial Lands Committee members will be guided by the MCK Conflict of Interest Policy, section III.

If any Committee member has any interest, financial or otherwise related to any business requesting commercial land use or who is/may have any degree of involvement in or influence upon the business that will be located on commercial lands, shall declare a conflict of interest.

A committee member will disclose the conflict of interest, shall abstain from any deliberation on the matter, and shall abstain from selection on that matter. As well, he/she will not be a public spokesperson for any business selections made by the Commercial Lands Committee.

1.7 Remuneration

Remuneration will not be provided to Commercial Land Committee members. The Mohawk Council of Kahnawá:ke organization's Executive Director may provide remuneration for specific circumstances at his/her discretion.

2. Commercial Land Use Request

2.1 Required Documentation

In addition to items in the business selection criteria, the following documentation is required to be sent by the business proprietor to the Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa designate:

1. A letter of request.
2. A business plan, including additional components of an Environment Management Statement and an Occupational Health and Safety statement or plan.
3. Certificate of completion of the Tewatohni'saktha EntrepreneurshipTraining or attestation document of completion of a similar training. Equivalency documents will be accepted at the discretion of the Commercial Lands Committee.
4. Site plan for the land development. The lessee is responsible for construction of a building if there is not one on the site, as referenced in section 7.1, General Lease Conditions.
5. Plans for utility and infrastructure needs. The lessee is responsible for costs related to utility connections and maintenance, as referenced in section 7.1, General Lease Conditions.

The Kahnawá:ke Fire Brigade designate will be provided opportunity to perform a fire safety assessment of the site plan as determined by the Commercial Lands Committee.

2.2 Request Selection

All requests to use commercial land will be reviewed by the Commercial Lands Committee during specific times as determined by the committee.

The Commercial Lands Committee will review a commercial land use request when:

1. The business application documents are complete and verified by the Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa designate.
2. A background security check is performed if determined necessary.
3. Business history is completed for past social, human right or environmental abuses if requested. Examples include, but are not limited to, child labor abuses or environmental contamination in another location.
4. The Tewatohni'saktha representative on the Commercial Lands Committee completes a business plan assessment using the business selection criteria, on all requests received. All findings and recommendations are presented to the committee for final choice of a business venture to operate on commercial land.

The business selection criteria will be applied by the committee for the parts remaining, with several areas being reviewed by members with specific expertise.

A maximum of four requests during any fiscal year will be reviewed for selection and will be reviewed according to the date received.

A preference for Kanien'kehá:ka business over non-Kanien'kehá:ka business providing similar goods will be guiding decisions of the Commercial Lands Committee.

2.2.1 Non- Kanien'kehá:ka Business Requests:

Non-Kanien'kehá:ka business establishing on commercial land will be subject to acceptance by both the Commercial Lands Committee and Kahnawa'kehró:non Ratitsénhaienhs. Neither the Commercial Lands Committee nor the Kahnawa'kehró:non Ratitsénhaienhs can make the decision for non-Kanien'kehá:ka business to be established on commercial land independently.

Large corporations or franchise may be allowed to operate on this Territory if it is identified that this venture will:
- Not jeopardize the survival of small, local business ventures.
- Not have a business history of abuses in other countries.
- Be in alignment with existing community development plans.

The process for concensus decision-making for a non- Kanien'kehá:ka business to locate on commercial lands includes:

1. The Commercial Lands Committee (CLC) reaches a decision regarding the non-Kanien'kehá:ka business as per the processes outlined in this policy.
2. The Kahnawa'kehró:non Ratitsénhaienhs committee member will organize a sub-committee of Chiefs and then communicate the decision to this sub-committee of Chiefs.
3. The sub-committee of Chiefs will deliberate the issue and come to consensus on the Commercial Lands Committee recommendation.
4. The Kahnawa'kehró:non Ratitsénhaienhs CLC member will be responsible to bring the consensus decision to the Kahnawa'kehró:non Ratitsénhaienhs at a regularly scheduled meeting.
5. If agreement by the Kahnawa'kehró:non Ratitsénhaienhs sub-committee of Chiefs and the Commercial Lands Committee is not achieved, the issue will be brought by the Kahnawa'kehró:non Ratitsénhaienhs committee member to a regularly scheduled Kahnawa'kehró:non Ratitsénhaienhs meeting for final decision.
6. Every effort to reach consensus will be given so business decision-making remains separate from the political body.

The Kahnawá:ke Environment Protection Office will maintain a listing of web sites to view history of companies and will inform the Commercial Lands Committee of existing abuses when requested. It is the responsibility of the Commercial Lands Committee to request a business history be conducted by the Kahnawá:ke Environment Protection Office.

2.3 Notification

Once the business venture has been selected by the Commercial Lands Committee:

1. The proprietor(s) will be notified in writing within thirty (30) calendar days from this selection decision and be advised that a communal posting announcing the new business venture and assigned commercial land will take place.
2. A commercial lot will be assigned for use and occupancy.
3. A lease will be prepared.
4. The Kahnawa'kehró:non Ratitsénhaienhs and/or the Kahnawa'kehró:non representative will arrange for the business proprietor(s) to inform the community about their business at a community meeting.

5. The proprietor(s) will, at the community meeting, provide information about their business and invite the community to an open house upon settling in to their commercial site.
6. The lease agreement will be finalized following the proprietor's presentation at a community meeting.

An appointed member of the Commercial Lands Committee for communications will notify an applicant(s) who was not selected by the Commercial Lands Committee in writing within thirty (30) calendar days from this decision. Section 10.2 may be applied if desired by the business proprietor(s).

3. COMMERCIAL LAND USE CRITERIA

3.1 Types of Business

General Business structures that may establish on commercial lands include sole proprietorship, partnerships, incorporated entities and joint ventures. In a business partnership with a Kanien'kehá:ka and one who is not Kanien'kehá:ka must demonstrate that the ownership and profit is shared with the Kanien'kehá:ka. Profit sharing methods will be determined in a lease.

3.2 Insurance

In order to operate a business venture on commercial lands, the lessee (s) is required to hold insurance for all business personal property and assets and maintain a listing that will be produced as required to the Commercial Lands Committee. The Commercial Lands Committee will ensure that the insured amount is sufficient and consistent with the business plan and will from time to time, ensure compatibility with insurance documents on file.

A business authorized to operate on commercial land will be required to hold the following insurance:

- Property Damage Liability,
- Bodily Injury Liability,
- Blanket Property coverage,
- Life insurance,
- Mohawk Self Insurance (MSI).
- Business Interruption Insurance
- Mortgage Insurance for Capital assets only, not including commercial land.

Since the business will operate on common land, the Kahnawa'kehró:non Ratitsénhaienhs and all units or departments involved in commercial land use including Tewatohnhi'sáktha must be identified as "additional insured" and documentation will include a "hold harmless agreement."

Documentary evidence such as the certificate of insurance will be provided to a Commercial Lands Committee designate.

3.3 File Requirements

3.3.1 Commercial Lease

Upon selection of a business venture by the Commercial Lands Committee and identification of a commercial lot(s) to be leased to a business, an appointed member of the Commercial Lands Committee for communications will ensure that the Director and the Land Management Coordinator of the Ohontsa'shon:a Ratiio'takwe'ni:ios Tsi Iehaitónkwa, as well as the Land Management Committee chairperson are informed in writing of the business selection and the commercial lot assigned for occupancy and use.

The assigned commercial lot information identified in the lease agreement and the business plan will be on file with the lease. The Ohontsa'shon:a Ratiio'takwe'ni:ios Tsi

Iehaitónkwa is responsible to ensure that the lease is kept within a filing system and will confirm that the lease agreement and business plan is filed with the Commercial Lands Committee.

4. Public Health and Safety

The health and safety of Kahnawa'kehró:non will not be compromised by any business venture operating on commercial land. The business venture will refrain from any dangerous activities or unsightly property at all times.

All business ventures must demonstrate an assessment and actions to maintain public health and safety in their business plan or the business venture will not be considered for selection to operate on commercial land.

4.1 Occupational Health Standards

Workplace health and safety practices are required to reduce workplace fatalities, injuries and illness. Identification of actual or potential hazards and provision of recommended actions to prevent injury and illness to people or control of property issues will, assist achievement of health and safety within a workplace. Appendix C provides general references for workplace occupational health and safety.

All business ventures operating on commercial lands will follow Health and Occupational Safety regulations and laws in effect in the Territory. The Kahnawa'kehró:non Ratitsénhaienhs organization Health and Safety Manager will be consulted to determine violations of these regulations or laws and may be consulted by the lessee or lessor if required.

4.2 Inspections

The Commercial Lands Committee will be responsible to determine an inspection frequency schedule in collaboration with an assigned inspector.

4.2.1 Inspectors

The Ohontsa'shón:a Ratiia'takwe'ní:ios Tsi Iehiatónhkwa will ensure inspections are performed by an assigned inspector. Inspections will be performed:

- During the construction phase of permanent improvements that have been accepted by the Commercial Lands Committee.
- Following a frequency schedule for periodic site inspections to ensure that there does not exist non-conforming use and to confirm that the business is aligned with the lease agreement and the business plan as submitted.
- At the business workplace to evaluate for and identify those existing hazards and/or what may turn into a hazard.
- To ensure compliance with Health and Occupational Safety laws, regulations or policies in effect in the Territory and to be mindful of those documents under development.

Services of other community organizations or the units/departments of the Kahnawa'kehró:non Ratitsénhaienhs may be consulted for site inspections and inspections during the construction phase of permanent improvements. The services who may assist the inspector or function as the inspector if required, include, but are not limited to, the services of the Kahnawa'kehró:non Ratitsénhaienhs organization Health and Safety Manager, Kahnawá:ke Fire Brigade desigante and/or the KSCS Environmental Health Services. Minimal areas of inspection is located in Appendix B.

All inspection reports prepared and carried out by the appointed inspector are to be signed and submitted to the Commercial Lands Committee with identified corrective actions attached.

4.2.2 Commercial Land Lessee

The business proprietor(s) operating on commercial land will:

- Provide a map of the building to inspectors when requested.
- Determine a method of recording results of inspections.
- Outline how to action the findings of inspections and monitor identified corrective action(s).

5. Environmental Protection

Environmental protection of the leased site and community as a whole must be ensured during all phases of the business operation, including planning, construction, operation and decommissioning. The lessee must not cause harm to the natural environment on or around the leased commercial lot(s).

The lessee will respect all environmental laws, regulations, policies and guidelines that are currently in force or may, from time to time, be enacted by the MCK.

5.1 Environmental Site Assessment (ESA)

The lessee is not responsible for the environmental conditions of the commercial land site before the date that validates a lease. The lessee's obligations respecting the environment begin once the lease is signed.

An Environmental Site Assessment (ESA) will determine if there is any actual or potential contamination and establish if existing site conditions support commercial use of the lot prior to occupancy and use by any business venture. The ESA is at the expense of the landholder.

The Phase I ESA will be carried out for all common, commercial lots in the Territory and be performed by trained technicians who will be guided by the "*Canada Wide Standard CSA Z768-01 Phase I Environmental Site Assessment.*"

The Kahnawá:ke Environment Protection Office committee member will:

- Review all reports of the Phase I ESA or Phase II ESA if applicable.
- Provide recommendations to the Commercial Lands Committee regarding suitability of the lot for commercial use.
- Provide recommendation for a Phase II ESA to determine presence, type and degree of contamination.
- Ensure that records are kept regarding ESA results of commercial lands.

The Kahnawa'kehró:non Ratitsénhaienhs committee member will inform Chief & Council at a regularly scheduled meeting if results of an ESA Phase I or II indicate the lot is not suitable for commercial use.

5.2 Environmental Management Statement

All requests for use of commercial lands are required to produce an Environmental Management Statement to address all business products, activities and/or services that may impact the environment. The statement will include the following areas:

- The environment policy of the business that describes the intentions and principles related to environmental performance and objectives.
- Description of products, activities and/or services.
- Description of how products, activities and/or services may interact with the environment on or around the site.
- Description of actions intended to mitigate any potential negative impacts of the operation to the environment on or around the site.

- Plan for environmental consideration during the construction phase and for the decommissioning at the end of the business lease.
- Plan for periodic review of the Environmental Management Statements and commitment for continual improvement of environmental performance.

The Kahnawá:ke Environment Protection Office committee member will review the Environmental Management Statement and provide recommendation for acceptance or for modification. A recommendation for an Environmental Management System may be given to the committee.

5.3 Environmental Management System

If requirements identified in section 5.2 indicates that the nature of the business venture has the potential to cause harm to the environment, the business proprietor will be required to produce an Environmental Management System (EMS) guided by
The International Standards Organization's "*ISO 14001 Environmental Management Systems – requirements with Guidance for Use.*"

The Kahnawá:ke Environment Protection Office will review the EMS and, if necessary, make recommendations to the Commercial Lands Committee. Recommendations may include that the business venture should not be approved by the committee.

5.4 Environmental Impact

If environmental concerns continue to exist after 5.2 and 5.3 have been carried out, the current protocol of the Kahnawá:ke Environment Protection Office for impact screening and assessment will be followed.

6. COMMERCIAL DEVELOPMENT STANDARDS

6.1 Building Codes

The established building, fire and plumbing codes used widely in the country sets out minimum requirements addressing safety, health, accessibility and building protection.

The contents of these codes must be considered in building design, construction and maintenance and code standards will apply to all buildings on commercial lands in our Territory. References are located in Appendix D.

Design standards will be provided by the Commercial Lands Committee that will include requirements for a drainage master plan respecting any identified ecoregion in the area.

6.2 Permitted Uses

The commercial landsite shall be used and occupied as outlined in the business plan and as indicated on the commercial land lease. One main use will be authorized per landsite. Distancing and buffering of incompatible land uses will occur to achieve maximum value of available lands.

In general, the following business ventures will not be permitted to operate on commercial lands and include, but are not limited to:

- any chemical industries,
- pulp and paper mill industries,
- nuclear and related facilities,
- hazardous waste facilities,
- tobacco manufacturing and/or tobacco retail/wholesale operation,
- industries considered heavy industrial,
- private gas stations,
- dumps and scrap yards,
- billboards,

- quarries,
- those business that require large land base for operations (raceway/airstrip for example), those businesses that require large amount of water to operate or will cause negative effects on the environment,
- casinos or gambling establishments,
- animal farms,
- bars or alcohol establishments.

6.3 Landsite Development Norms

The Commercial Lands Committee will determine design standards. General land development will consider the following:

- Commercial land development will be in alignment with comprehensive, community plans.

- Setback rules apply to front, back and lateral set-backs. Uses permitted include fences, landscaping, off street parking, compulsory exterior fire escapes, current community regulations for signage, and lighting apparatus.

- Off street parking spaces must be planned and set up within 6 months from the date of the lease signage. All surfaces must be covered to eliminate dust and mud.

- Any commercial landsite serving as an outdoor parking for large machines or vehicles or those that use a warehouse shall be completely enclosed with a fence. A fully walled fence must enclose excavation material and be maintained for the duration of construction or authorized works.

- A building not more than 3 stories high will operate on commercial lands.

- There will be no residential use permitted on commercial lands.

- Green space requirements are set aside to improve the environmental integrity of the area. All attempts to maintain existing foliage and conditions is expected by business ventures on commercial lands. Green space requirements are that a minimum of 10-15% of the commercial lot is used for green space, including grass, trees, shrubs, and flowers for example.

7. LEASES

A commercial lot will be leased for a specific time period, with a minimum lease period of 5 years and a maximum lease period of 10 years. The applicant can negotiate exceptions to a lease period with the Commercial Lands Committee.

Leases will be prepared by the MCK Legal Services and presented to the Commercial Lands Committee. A lease temple located in Appendix E will be individualized for each business. The lessee and an appointed member of the Commercial Lands Committee to be the lessor will sign the lease once accepted by the Committee.

7.1 General Lease Conditions

Commercial land will be leased under the following conditions:

- The lease will include the approved uses of the land and the activities to be carried out according to the business plan and the Environmental Management Statement.
- The lessee is subject to all Kahnawá:ke laws, by-laws, land codes and other forms of governance for Kahnawá:ke including aspects of the policy and the lease agreement.
- A lessee may not transfer, devise or otherwise dispose of use and occupancy of the commercial lot to anyone.

- Assignment of a commercial lot confers the exclusive use and occupancy by the lessee.
- The lessee acknowledges and agrees to pay for any additional costs related to the utilities for water and electricity connection and maintenance, construction of a building from which the business will operate, costs associated with supply of fuel, power, telephone, waste removal and other utilities required for the operation of the business including all costs incurred through daily maintenance to the business and building.
- The proposed business venture will have been assessed by the Kahnawá:ke Environment Protection Office to be environmentally safe.
- The lease will include provisions for inspections.
- The proposed business venture will be leased for a specified length of time.
- Ensure the lease will be in an amount consistent with the size of the business, type of business, financial projections of the business, and any other criteria that may be useful to determine the amount.
- The Commercial Lands Committee must approve any alterations or deviations from the design standards to ensure the building/commercial lot does not have a non-conforming building or practice non-conforming use. The lessee must provide the proposed modifications in writing to the Commercial Lands Committee once the lease has been signed. A response from the committee will be provided in writing within a specific time period.
- The lessee will peaceably surrender possession of the commercial lot to the lessor at the end of the term, without notice by the lessor, if the renewal option is not exercised.
- The leased commercial land must be left in a condition satisfactory to the lessor.

If the business operation ceases to function, the responsibilities outlined in the lease will continue to apply until the lease term has ended.

In case of bankrupcy, the lessee will continue to respect the responsibilities and procedures related to permanent improvements and to the environment that come into effect when a lease is terminated as as described in the lease document. A notice of bankrupcy will be required to be submitted to the Commercial Lands Committee for the lease to be terminated.

7.2 Permanent Improvements

The lessee may not remove buildings and structures that are considered permanent improvements at the end of the term, upon cancellation or termination of the lease agreement.

The lessee has sixty days prior to the end of the commercial lease term to give the lessor written notice of his/her intention to remove from the commercial lot any moveable items. This may occur provided the lessee is not in default of the payment of rent or any other amount payable to the lessor nor is in default in the performance of any term of the lease.

Examples of permanent improvements are, but are not limited to, buildings, structures, fences, landscaping and utility connections. These are considered permanent improvements are part of the land as fixtures without charge to the Kahnawa'kehró:non Ratitsénhaienhs and free and clear of all encumbrances or liens whatsoever.

In the event permanent improvements are planned to be structured on commercial lands, the rights of the lessee regarding permanent improvements will be determined in collaboration with the Commercial Lands Committee before such improvements are built.

7.3 Dispute Resolution

In the event of a dispute concerning the interpretation of the terms and conditions of a commercial lease,other than any dispute respecting rent, the lessor will meet with the lessee to discuss the issue and will make all reasonable efforts to resolve the dispute using concensus agreement on the matter.

In the event the parties are unable to reach an agreement, and subject to any laws of Kahnawa'kehró:non, the matter in dispute may be referred to the Kahnawá:ke Communal Arbitration Procedure.

8. COMMERCIAL LEASE REVENUE

Revenue generated from commercial land lease agreements will be accounted for by the Kahnawa'kehró:non Ratitsénhaienhs organization and utilized to meet under funded community needs.

9. LIABILITY

Members of the Commercial Lands Committee, all Kahnawa'kehró:non, Tewatohnhi'sáktha and all staff and Chiefs of the Kahnawa'kehró:non Ratitsénhaienhs organization are indemnified against personal injury, damage, loss of property sustained by the lessee, the lessee's employees and customers or other person who may have occasion to enter onto the commercial lot.

The Commercial Lands Committee is not personally liable for anything done or not done in good faith under the authority of the committee.

The business operating on commercial lots will arrange, maintain and/or pay for its officers and employees engaged in carrying out the business operation.

10. DISPUTE RESOLUTION

10.1 Community Dispute

If a Chief receives an objection by a Kahnawa'kehró:non of a proposed business venture, he/she will:

1. Present the objection to the Commercial Lands Committee to determine if the objection is valid.
2. Lead committee discussion.
3. Ensure that the committee records a decision.
4. Inform Chief and Council at a regularly scheduled meeting of the recorded decision.
5. Ensure that the decision will be part of a public meeting agenda.
6. Present the decision at the public meeting for information purposes.

10.2 Land Use Request Dispute

If the decision of the Commercial Lands Committee did not authorize a business to use commercial lands, the following methods are encouraged for all appeals or disputes involving Commercial Lands Committee request decisions for commercial land use:

1. <u>Written Appeal to the Commercial Lands Committee</u>:

The business appeal must confirm in writing an intention to appeal. The Commercial Lands Committee must receive this written confirmation within 10 workings days following a committee decision regarding the business request to use commercial lands.

Written appeal to a committee decision may be submitted to the Lands Unit in care of the Commercial Lands Committee. The Commercial Lands Committee will review the appeal and enter discussion to reach consensus.

The decision will be communicated to the business that submitted the appeal within fourteen (14) working days of the decision being reached.

2. <u>Communal Arbitration Procedure:</u>

A limitation period for an appeal to the dispute resolution body is 10 working days after the day of the decision act or omission being appealed was made.

The Kahnawá:ke Communal Arbitration Procedure can be used. A copy of this procedure can be obtained from the Court of Kahnawá:ke. Upon the arbitration award by the Court of Kahnawá:ke, the Commercial Lands Committee will proceed with recommendations within 30 days of receipt of the decision report.

11. AMENDMENTS

Amendments to this policy must be approved through a Mohawk Council Executive Decision (MCED) by the Kahnawa'kehró:non Ratitsénhaienhs. Amendments will be prepared for approval 30 days prior to the start of the Mid-Winter Festival in Tsothohrhkó:wa/January. The approval process will be completed before the Maple Festival begins in Enniskó: wa/March.

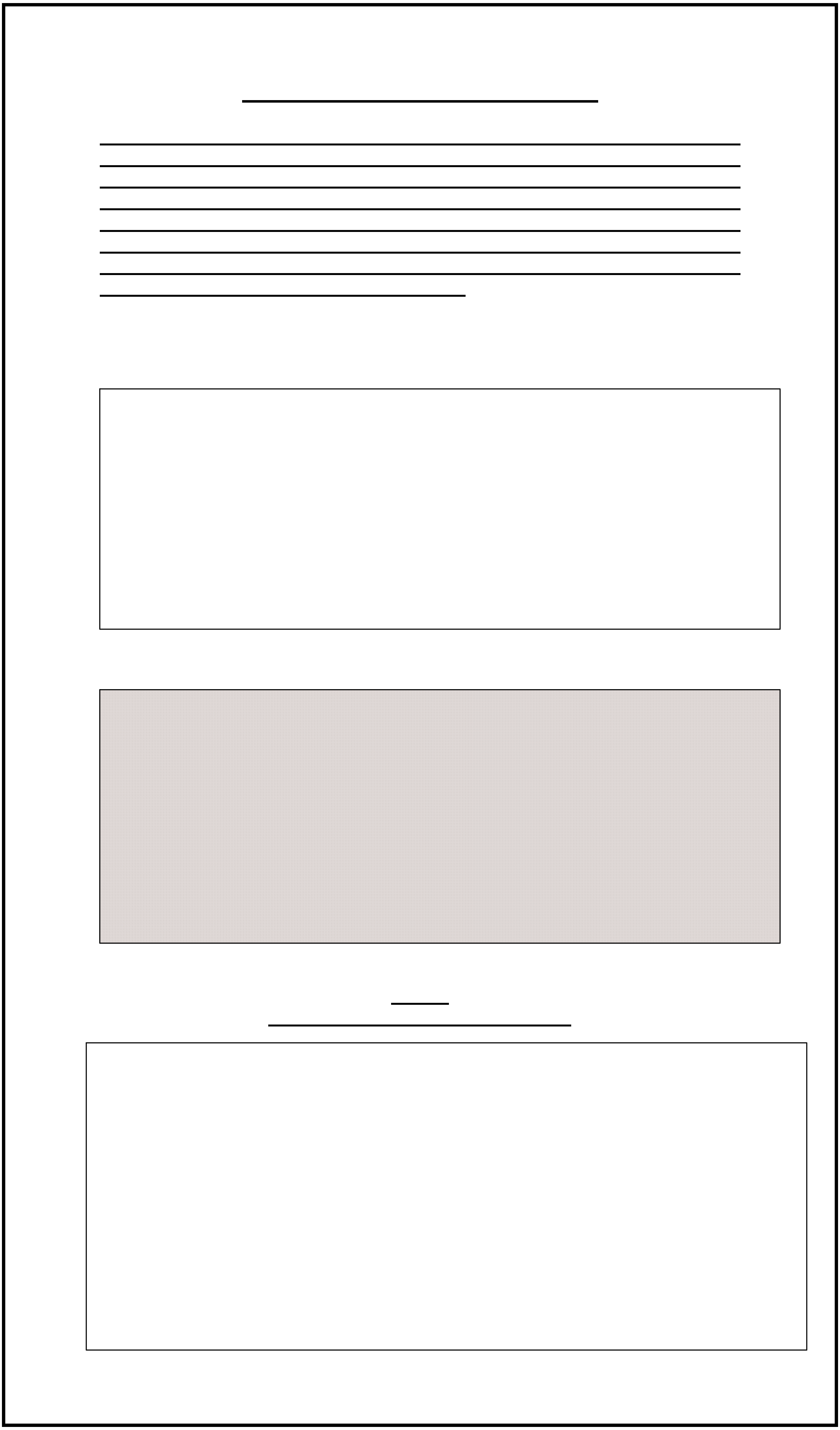
The Commercial Lands Committee will review this policy for amendments every 5 years or earlier if necessary. If new issues are identified by the Kahnawa'kehró:non Ratitsénhaienhs and it becomes necessary to address these, the amendments will be implemented outside of the Festival time frame.

12. APPENDICES

Appendices are attached to this policy and can be located in the appendices section. All appendices may be altered as required by the Commercial Lands Committee at any time as the identified need arises.

APPENDICES SECTION

KAHNAWÁ:KE COMMERCIAL LAND USE POLICY
APPENDICES LISTING
A – E



Part 2
Required documentation for submission to the Commercial Lands Committee

Section	Score	Notes
A letter of request		
A business plan		
Certificate of completion of the Tewatohni'saktha Entrepreneurship Training or attestation document of completion of a similar training. Equivalency documents will be accepted at the discretion of the Commercial Lands Committee.		
Site plan for the land development including a description of building control measures and quality control method submitted by the architect that provides a graphical description (drawings) and specifications (written description) that complies with building, plumbing and fire codes; a description of how to maintain public health and safety; an implementation plan for monitoring construction and quality assurance and performance audits.		
Plans for utility and infrastructure needs, including water and electricity hook up.		
A background security check is performed if determined necessary by the Commercial Lands Committee		
Business history is completed for past social, human right or environmental abuses if determined necessary by the Commercial Lands Committee. Examples include, but are not limited to, child labor abuse or environmental contamination in another location.		
Required documents are complete		

Sub-total score for Part 2	

Summary Statement ____
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Part 3

Business Plan

Section	Score	Notes
Executive Summary		
Description of global project		
Estimated project costs and forecasted revenues		
Identification of products/services		
Existing and/or potential customers. Why are they the target?		
Description of proprietor, including education and experience.		
Number of employees, licenses, certificates		
Technical requirements like optic cables, equipment, power sources, machinery etc.		

Number of employees		
Current and potential business opportunities and environment.		
If already existing, current sales/inventory.		
If expanding, historical summary and previous financials.		
Market Analysis		
Market definition – overall market, market growth, stage of development, key market drivers and restraints, barriers to entry (patents, licensing etc.), segment definition including geographical and other markets.		
Provide a market history, current detailed situation and future developments of the sector or industry.		
Industry standards including minimum requirements for new entrants and comparison to others in the same sector.		
Potential for growth for the business and competitors		
Target market profile including who they are, what are their needs, where are they located, why will they be interested in your product or service, and how will you attract their business. Describe how they are coping now, evaluate global demand and target market demand. Evaluate and characterize potential customers, including number, geographic distribution, behavior, needs and expectations.		
Competition describing direct and indirect competitors, size, situations, market share, growth potential, product, pricing, promotion and distribution. Describe the competitive advantage of the product/service, including competitive strengths and weaknesses of competition identifying quality of product /service, price, marketing, diversity of service etc. Competitive analysis of direct/indirect competition and comparison to the business. Include details of competitive advantage and how it will be maintained.		
Provide a 3-year marketing plan that includes selling prices, promotion and publicity describing web pages, brochures, catalogues, trade shows, packaging, labeling, corporate kits etc. Describe specific activities and cost associated with each, activity timeline and justification of activity or impact it will have on revenue. What is the distribution strategy referencing trade shows and justification for participation linked to market analysis results? What are the after sales policies and guarantees? Provide a marketing cost summary and evaluation strategy.		
Financial Plan		
Personal financial profile		
Historical financial statement where applicable		
Forecasted financial statement for 3 years – assumptions include what sales are based on, and breakdown of forecasts (average sale per month/day). Demonstrate clear link to market analysis results. Specify major risks. Provide an opening balance sheet, income statement, cash flow		

statement (monthly for the first year) and forecasted balance sheet.		
Financial analysis including a break even analysis for how much sales volume is required to cover the costs, how do costs compare to selling prices, and how do they compare to competition. What are the industry ratios (e.g. liquidity, activity, profitability etc.), and a ratio analysis that explains variances between your business and the industry norms. Provide projects costs and financing with a detailed breakdown and implementation schedule. Provide an equity section that identifies Government contribution, how it is accounted for in financials and why. Provides a financing breakdown, with terms and conditions of financing agreements.		
Organization Description		
Mission statement, objectives of the business, legal status (registered, incorporated etc.), business opportunities, general conditions of environment including political/legal, economic, social/cultural, technological, ecological environments including a summary of threats/opportunities of environments.		
Organizational Structure		
Describe promoters, partners and key personnel using an organizational chart with key management roles and personnel who will fill positions, roles and responsibilities of each, particular expertise of each, part-time specialists, contractors or consultants, career highlights, skills, track records and achievements. Describe non-active investors, salaries and drawing of each, partnership and shareholder agreements, strengths and weaknesses, including mitigation and support strategies, potential training or mentoring requirements. . Include a resume of all principle employees (proprietor, partners and placed in the annex).		
Operational Plan		
What are the needs and availability of supplies and materials?		
Describe the facilities for choice of location and justification, summary of costs associated with the location, plant or office space, buy or leasing and why.		
What are the capital costs for equipment or building?		
Describe storage requirements, equipment and future equipment needs.		
Describe manufacturing plans including line of production with a step-by-step breakdown, a description of technology used and processes involved; supplier /sub-contractors, production plan, detailing cost/volume, equipment maintenance, labor, overhead and inventory needed.		
Summary of operating costs		
Human Resources Plan		
Labor requirements and availability in work force.		
Human resource needs for day-to-day operations – describe responsibilities and skills required.		

Operations management describing what is required to get the job done in day-to-day operations, the accounting system to be used and training required.		
Demonstrate a plan to use, train, develop the community of Kahnawá:ke work force. What are the recruitment strategies?		
Who are the mentors/external consultant, administrative bodies or management committees?		
Cost summary of the human resources plan.		
Environmental Plan		
Include a basic assessment of environmental risks, management industry/sector requirements (certificates etc).		
Summary of environmental plan costs.		

Sub-total score for Part 3	

Summary Statement ____

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Part 3 a
Annexes for the business plan

Section	Score	Notes
Environment Management Statement that includes the environment policy ✸ of the business and describes the intentions and principles related to environmental performance and objectives; a description of products, activities and/or services and how these may interact with the environment on or around the site; a description of actions intended to minimize any potential negative impacts of the operation to the environment on or around the site; Provides a plan for environmental considerations during the construction phase and for the decommissioning at the end of the business lease. Includes a plan for periodic review of the Environmental Management Statement and commitment for continual improvement of environmental performance.		
Occupational Health and Safety Statement that describes how the employers will be responsible for taking every reasonable precaution to protect workers. Describes a plan for the evaluation of the degree of risk and exposure to any suspected or identified hazard ✸ by using such approaches as writing a detailed inspection and/or testing of the hazard, or physical observation by trained individuals; Demonstrates a plan for the assessment and actions to maintain public health and safety; identification of existing hazards and/or what may turn into a hazard		

and describe actions to eliminate or reduce these hazards to the employees, the public and to the environment. Include plans to assist in workplace inspections.		
Incorporation/registration documents		
Bibliography, materials and sources of information where applicable		
Bids from suppliers if applicable		
Resume of promoter and management team		
Shareholder agreements(s)		
Technical materials where applicable (data sheets etc)		
Supplier agreement(s) where applicable		
Historical financial statements if a business is planned for expansion where applicable		
Licenses, certificates, permits etc		
Certified business valuation for acquisitions of existing business if applicable.		
Insurance		
Documentary evidence such as the certificate of insurance for Property Damage Liability, Bodily Injury Liability, Blanket Property Coverage, Life Insurance, Mohawk Self Insurance (MSI), and Business Interruption Insurance. Mortgage Insurance for capital assets only, not including commercial land.		
Kahnawa'kehró:non Ratitsénhaienhs and all units or departments involved in commercial land use including Tewatohnhi'sáktha are identified as "additional insured" and documentation will include a "hold harmless agreement."		

✸ An environmental policy is the statement by the business of its intentions and principles in relation to its overall environmental performance, which provides a framework for action and for the setting of its environmental objective and targets.

✸ Hazardous Material is any material or combination of materials, which because of its quality, concentration or physical, chemical or infections characteristics may cause or significantly contribute to a present or potential threat to human health, safety or welfare or to the environment when improperly stored, treated, transported, disposed of, used or otherwise managed.

Sub-total score for Part 3a	

Summary Statement ____
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Part 4
Summary Evaluation of the Business

Social Impact and Economic Feasibility	Score	Notes
General evaluation of job creation potential.		
Ownership of business venture remains largely local.		
Evaluation of environmental component and of environmental nuisances such as excessive noise, dust or other polluting conditions.		
Social acceptability of the establishment or impact		

on social fiber.		
Degree of impact on community social fabric.		
Willingness to adhere to minimum local employment ratios established.		
Community projects demonstrate project benefits to the community.		
Expected lifespan/sustainability of the business.		
Experience of proposed managerial staff.		
Estimated economic viability of the project and anticipated profitability of business venture.		
Credentials/experience of developer.		
Quality of construction and economical impact of construction phase.		

Total score for part 4	

Summary Statement ____
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Total score for all parts

Summary Statement ____
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Recommendation: ____

Signatures of the Commercial Lands Committee Date

____________________________ ____________
____________________________ ____________
____________________________ ____________
____________________________ ____________
____________________________ ______

MINIMAL AREAS OF INSPECTION
COMMERCIAL LAND USE BUSINESS

Minimal areas of inspection, will include:

- Compliance and alignment with uses outlined in the business plan and lease agreement
- Safety hazards and/or components related to the business establishment
- Biological hazards such as mold, fungi, bacteria, viruses, parasites within the building or with products of the business
- Chemical hazards that come in liquid, solid, vapor, gas, dust or fumes associated with the business establishment
- Ergonomic hazards such as awkward positions, static posture, forceful and repetitive movement for employees
- Physical hazards such as heat, cold, noise, light and energy within the business establishment
- Housekeeping such as identification of any trip hazards
- Equipment including machinery and tools, checking of guarding belts etc.
- Personal protective equipment and clothing being appropriate for the task and are not causing hazard
- Documentation such as prior inspection reports, maintenance schedules, accident investigations

REFERENCE FOR WORKPLACE OCCUPATIONAL
HEALTH AND SAFETY

Purpose:

The purpose of this reference sheet is to provide basic information and guidance to identify and manage actual or potential workplace health and safety hazards.

General Employer Responsibilities:

Employers are responsible for taking every reasonable precaution to protect workers. This includes:

- Providing equipment, material and protective devices, maintained in good condition
- Providing information, instruction and supervision to protect workers form injury and illness
- Advising workers of hazards in the handling, storage, use, disposal and transportation of materials
- Appointing competent persons as supervisors.

The goal is to anticipate hazards and then take action to prevent injury and illness to people or to control property issues. A hazard is any practice, behavior, condition or combination that can cause injury or illness in people or damage to property. A maintenance schedule including inspections can assist the employer to achieve goals.

Hazards may include, but are not limited to:

Health hazards:

- Chemical agents (solids, liquids, gases)
- Physical agents (forms of energy or force such as sound, heat or electricity)
- Biological agents(micro-organisms from plant, animal or human tissue)
- Ergonomic hazards(consequences of poor equipment, workstation design or work activity design).

Safety hazards:

- Machinery and equipment related hazards
- Energy hazards (falls, struck by incidents, kinetics, relseaed energy)
- Confined space hazards
- Material handling hazards.

Hazard Assessment:

Evaluate the degree of risk and exposure to the suspected or identified hazard by using such approaches as:

- Detailed inspection and/or testing of the hazard
- Physical observation by trained individuals
- Investigation of near misses
- Conducting interviews of workers
- Reviewing records such as first-aid records or minutes of meetings on safety.

Hazard control:

Apply controls at three points with respect to the hazard:

- At the source of the hazard is the preferred point of control and includes engineering controls, isolation and/or elimination or substitution of the hazard.
- Along the path between the source and the worker using strategies such as ventilation, worker enclosure, barriers/machine guards, or distance form the hazard.
- At the worker, that involves personal protective equipment and administrative controls.

For more information contact Ontario's Workplace Safety and Insurance Board (WSIB) prevention hotline at (416) 344-1016 or 1-800-663-6639. You can visit www.wsib.on.ca for contact information and identifying hazards specific to risks of an industry.

COMMERCIAL DEVELOPMENT CODES

The Canadian Commission on Building and Fire Codes oversees the production of the Model National Building Codes and the National Fire Protection Association (NFPA) - National Fire Code of Canada, plus other guidance documents.

The model building code sets out minimum requirements addressing safety, health, accessibility and building protection. The NFPA code addresses fire safety during the operation of facilities and buildings. The Plumbing Code addresses safe installation of potable water systems and removal of wastewater to sewage systems. These codes are very technical and presume that users are knowledgeable.

Architects and developers should have these codes reflected in design plan, but it will be important to:

- Check into the company's reputation, experience and qualifications
- Check references provided
- Have a legal review before signing contracts
- Choose appropriate insurances/warranties
- Inspect completed work
- Report problems promptly
- Practice on-going routine maintenance.

The web sites for the Canadian Home Builders Association and the Canada Mortgage and Housing Corporation may be helpful to determine what are responsibilities associated with building construction. The web sites are:

www.chba.ca

www.cmhc.ca

KAHNAWÁ:KE COMMERCIAL LAND LEASE AGREEMENT
TEMPLATE

STRENGTH
PEACE
UNITY

BETWEEN:

MOHAWK COUNCIL OF KAHNAWÁ:KE
P.O. Box 720, Mohawk Territory of Kahnawá:ke, J0L 1B0
(as the lessor, hereinafter referred to as MCK)

- and -

BUSINESS NAME
Address and contact information
(hereinafter referred to as the lessee)

WHEREAS the lessor has authorized to lease the common, commercial lot described as (L o c a t i o n/l e g a l d e s c r i p t i o n)

NOW THEREFORE in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. DEFINITION AND INTERPRETATION

Territory or Kanien'kehá:ka Territory of Kahnawá:ke-Includes all of the following referencesfor the Mohawk Territory of Kahnawá:ke:

- the lands under the control and jurisdiction of the Kanien'kehá:ka of Kahnawá:ke,
- any and all lands that may be added to the lands now under the control and jurisdiction of the Kanien'kehá:ka of Kahnawá:ke through the negotiation and resolution of land grievances,
- any and all lands that may be added to the lands now under the control and jurisdiction of the Kanien'kehá:ka of Kahnawá:ke as a result of any other means, and
- lands, which are returned to Kahnawá:ke as lands within the meaning of subsection 91(24) of the *Constitution Act,* 1867.

2. PREMISES RENTED

2.1 The MCK hereby leases to _________________as the lessee the right to use and occupation of, subject to terms as hereinafter described, XX acres of land and located *location description* (hereinafter "the Rented Premises") as shown on the map, attached herein as Annex "A".

3. USE AND OCCUPATION

3.1 The Lessee will have the use and occupation of the Rented Premises from Month 1st, 20XX to Month 30th, 20XX for the purposes of operating *the business name and product description.*

4. DURATION OF THE LEASE

4.1 The duration of the present Lease Agreement will be for a period of five (5) years, commencing the 1st day of Month, 20XX and terminating the 30th day of Month, 20XX.

4.2 There can be no tacit renewal of the Lease Agreement.

5. RENT

5.1 The present Lease Agreement is made for and in consideration of a monthly rent of XX dollars rent payable on the Month 1st, 20XX and Month 1st, 20XX, calculated per square foot payable in equal monthly instalments. The annual total cost of the lease is XX dollars.

5.2 Rental payments are to be paid to the MCK at the MCK main building, cashier wicket, on the first of every month during the term thereof, during regular business hours. Should the first not be a regular business day, rental payments are due the business day immediately prior to the first of the month.

5.3 The MCK, upon written notice, will provide the lessee with another location for the lease payment of rent.

5.4 Calculation of increases of the rent will be reviewed and will reflect automatic rent increases of 10% per annum during the lease term.

6. INTEREST

6.1 The lessee hereby agrees that any overdue rental amounts not paid on the stated due date shall incur interest calculated from such due date at the rate of Two (2%) Percent per month, being the rate equivalent to the rate of Twenty-Four (24%) Percent per annum. Such interest will be calculated and payable monthly and is added to payment of rent due and carrying interest at the same time.

7. USE AND MAINTENANCE OF THE RENTED PREMISES

7.1 The (business venture) will use and occupy the Rented Premises for the purposes of operating a (business description).

7.2 The lessee hereby releases the MCK from all latent defects of the Rented Premises and all construction costs associated with the use and occupation of the Rented Premises.

7.3 The MCK will maintain the Rented Premises in a good state of repair and maintain the Rented Premises in a condition fit for the use for which it has been leased, except for the lesser maintenance repair, which shall be the responsibility of the lessee.

7.4 The lessee acknowledges and agrees to pay for any additional costs related to:

- Construction of a building from which the business will operate.
- Utilities for water and electricity connection and maintenance,
- Costs associated with supply of fuel, power, telephone, waste removal and other utilities to the rented premises.
- All costs incurred through daily maintenance to the business and building.

7.5 All laws and regulations applicable in the Mohawk Territory will be conformed to by the lessee.

7.6 The lessee will not have any dangerous material on the Rented Premises, except any materials that are commonly associated with of a similar business as described in section 7.1.

7.7 The lessee shall not make any alteration, addition or improvement to the Rented Premises without approval by the MCK.

7.8 The lessee will provide an inspector with a map of the building and will be cooperative with workplace inspections that may identify existing or potential hazards. The lessees will carryout recommendations by the inspector. A frequency schedule of XX day of month, month, month to ensure that the business operation is aligned with the submitted business plan and the contents of this lease agreement.

7.9 The MCK shall adequately maintain and ensure responsible access to the commercial lot. This may include, but is not limited to, roadway repair or snow removal.

8. INSURANCE

8.1 The lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Rented Premises. The lessee shall maintain fire and extended coverage insurance on the Rented Premises in XXXX dollars.

8.2 The lessee shall, at his/her expense, maintain a policy or policies for comprehensive, general liability insurance with respect to its activities on the Rented Premises with the premiums thereon fully paid. Such insurance will afford minimum protection of no less than one million dollars ($1,000,000) combined single limited coverage for bodily injury, property damage, blanket property coverage, life insurance, Mohawk Self Insurance for community workers, business interruption insurance or a combination thereof. Mortgage insurance will be for capital assets only, not including commercial land.

The lessee shall provide the MCK with current certificates of insurance as evidence of the proprietor’s compliance with this paragraph.

8.3 The Kahnaka’kehró:non Ratisénhaienhs and all units or departments involved in commercial land use, including Tewatohnhi’sáktha, must be identified as “additional insured” and documentation will include a “hold harmless” agreement. The lessee therefore shall indemnify and save harmless the MCK from any liability for any personal injury, damage or loss of property sustained by the lessee, the lessee’s employees and customers or other person who have the occasion to enter onto the Rented Premises.

9. ENVIRONMENTAL CONSIDERATIONS

9.1 The lessee agrees to pay for all costs associated with and related to a requirement for an Environmental Management System.

9.2 Obligations respecting the environment for conservation and protection to avoid environmental damage begin once the lease is signed.

9.3 The lessee shall agree to provide a minimum of 10-15% of the commercial lot for green space, including grass, trees, shrubs, and flowers. On termination of this lease, any green space and/or improvements will be a fixture to the lands.

9.4 The lessee will respect all environmental laws, regulations, policies and guidelines that are currently in force or may, from time to time, be enacted by the MCK.

9.5 The lessee shall notify the MCK of any new, adverse environmental impacts immediately upon discovery by the lessee. This may be identified once the business is in operation and may not have been included in the Environmental Management Statement.

10. CANCELLATION

10.1 The MCK may immediately cancel this Lease Agreement upon the following conditions:

a) Bankruptcy or insolvency of the lessee;

b) If monthly rent is in arrears for 3 months.

10.2 The MCK may also cancel this Lease Agreement in the event that the Lessee defaults in the performance of any of their obligations under this Lease at any time, including the carrying on of any business or activity other than that permitted by the terms of this Lease Agreement, and such default is not cured to the MCK's satisfaction within ten (10) business days after written notice to the Lessee of such default.

10.3 If during the Term, the MCK requires the use of the Rented Premises as a part of a development of its Territory, it may on one hundred and eighty (180) days written notice to the Lessee, require the Lessee to relocate the Business to an alternate location or locations, acceptable to the MCK and Lessee. The Parties will use best efforts to have the Business relocated to an alternate location having a value at least equal to the value of the Rented Premises. All valid relocation costs incurred by the Lessee shall be deducted from future Lease rents payable to the MCK. If the Parties cannot agree to an alternate location, then the matter will go to Arbitration under the Kahnawá:ke Communal Arbitration Procedure, attached to present as Schedule XXXXX.

11. VACATING OF THE PREMISES

11.1 The lessee may not remove buildings and structures that are considered permanent improvements at the end of the term, upon cancellation or termination of this lease.

These buildings and structures considered as permanent improvements are part of the land as fixtures without charge to the MCK and free and clear of all encumbrances, liens or charges whatsoever.

12. RENEWAL

12.1 In order to exercise the option for the first renewal period, the lessee shall give the Commercial Lands Committee notice thereof in writing not less than one year before the date of the expiry of the term. In order to exercise the option for the second and those renewal dates thereafter, the lessee shall give the MCK notice thereof in writing no later than one year before the date of the expiry of the first term renewal. Each renewal pursuant to this proviso shall be on terms and conditions contained in this Agreement.

12.2 All terms and conditions will undergo reasonable negotiation processes and be conducted with honesty, integrity, respect, fairness and in good faith.

13. TRANSFER, ASSIGNMENT OR MORTGAGE

13.1 This lease is not transferable or assignable without the consent of the MCK, who may prescribe an administrative fee for the investigation of any application for transfer or assignment and may, in its absolute discretion, refuse consent or prescribe terms and conditions consent. The lessee cannot sublet the rights of this Lease Agreement without the prior written consent of the MCK.

13.2 The lessee shall not mortgage or charge improvements without prior written notice to the MCK. Any such mortgage or charge to which the MCK consents shall not exceed the term.

14. NOTICE

All notices required or permitted under this lease will be given in writing and delivered to the other party and not notice will be effective until such delivery has been made in accordance with this paragraph 14.

The address and fax number for delivery are:

To the lessee at:

To the lessor at: Commercial Lands Committee
Mohawk Council of Kahnawá:ke
Kahnawá:ke Lands Unit Directorate
P.O. Box 720
Kahnawá:ke Mohawk Territory J0L 1B0
Fax Number: 450-635-1773

15. INTERPRETATION

15.1 Any reference to the masculine gender in this Agreement shall, where appropriate, be deemed to include feminine gender.

15.2 Any provision of this Agreement which may be held to be void or unenforceable for any reason, will be severable from the Agreement and will not affect the validity or enforceability of the entire Agreement.

15.3 This Agreement represents the entire Agreement between the Parties regarding the Lease and the Parties specifically acknowledge and agree that neither has made to the other any representation, warranties, promises or assurance that in any way relates to or affects the subject matter of this Agreement.

15.4 All disputes or disagreements arising out of or related to this Lease Agreement will be resolved through the grievance procedures outlined in the *Kahnawake Communal Arbitration Procedure*, attached hereto as Annex "B" to the present Agreement.

15.5 If the lessee is comprised of more than one person, then all covenants and agreements of the lessee will be deemed joint.

15.6 The Parties have requested that this Agreement and all documents referred to in this Agreement be drafted in the English language.

15.7 Iatehotirihwaién:tase tsi nahó:ten ronaterihwa'sherón:ni ki:ken karihwáhere tekatharakwenhátie tiohrhénhsa takaristo'rarákon.

15.8 Les parties ont demandé à ce que le présent contrat ainsi que tous les documents auxquels le présent Contrat réfère soient rédigés en anglais.

Signed within the Mohawk Territory of Kahnawá:ke, this ___ day of ____________, 20XX.

BUSINESS PROPRIETOR	COMMERCIAL LANDS COMMITTEE
______________________________	____________________________________
Name, title	Representative