

**LEGISLATIVE SUMMARY SHEET**  
Tracking No. 0099-19

**DATE:** March 7, 2019

**AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE AND THE NAABIK'ÍYÁTÍ COMMITTEE; SUPPORTING NAVAJO TRANSITIONAL ENERGY COMPANY'S INDEPENDENT ACQUISITION OF NAVAJO GENERATING STATION AND KAYENTA MINE; STATEMENT OF POLICY REGARDING REFUSAL TO FINANCIALLY GUARANTEE OR PROVIDE WAIVERS OR RELEASES OF CLAIMS BY THE NAVAJO NATION PERTAINING TO THAT ACQUISITION**

**PURPOSE:** The purpose of this legislation is to support the Navajo Transitional Energy Company's independent acquisition of Navajo Generating Station and Kayenta Mine and state the Navajo Nation position that no financial guarantees, waivers or releases of claims by the Navajo Nation releases shall be provided pursuant to this acquisition.

**This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate review the proposed resolution in detail.**

5-DAY BILL HOLD PERIOD: 2019  
Website Posting Time/Date: 03.07.19 @ 8:02pm  
Posting End Date: 3/12/19  
Eligible for Action: 3/13/19

1 PROPOSED NAVAJO NATION COMMITTEE RESOLUTION  
2 24th NAVAJO NATION COUNCIL – First Year, 2019

3  
4 INTRODUCED BY

5   
6 \_\_\_\_\_

7 (Prime Sponsor)

8  
9 TRACKING NO. 0044-19

10  
11 AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE  
12 AND THE NAABIK'ÍYÁTÍ COMMITTEE;  
13 SUPPORTING NAVAJO TRANSITIONAL ENERGY COMPANY'S INDEPENDENT  
14 ACQUISITION OF NAVAJO GENERATING STATION AND KAYENTA MINE;  
15 STATEMENT OF POLICY REGARDING REFUSAL TO FINANCIALLY  
16 GUARANTEE OR PROVIDE WAIVERS OR RELEASES OF CLAIMS BY THE  
17 NAVAJO NATION PERTAINING TO THAT ACQUISITION

18  
19  
20 WHEREAS:

- 21  
22 A. The Resources and Development Committee of the Navajo Nation Council exercises  
23 oversight authority over water, land, grazing, environment, economic and community  
24 development. 2 N.N.C. §500 (C).  
25 B. The Naabik'iyáti Committee of the Navajo Nation Council is the standing committee  
26 empowered to coordinate and pronounce the official position of the Navajo Nation  
27 before non-Navajo government federal, state or other entities. 2 N.N.C. § 700 (A).  
28 C. This legislation is a necessary response to current developments involving Navajo  
29 Transitional Energy Company's (NTEC) independent acquisition of Navajo  
30 Generating Station (NGS) and Kayenta Mine.

- 1 D. NTEC is a limited liability company organized pursuant to the Navajo Nation Limited  
2 Liability Company Act, 5 N.N.C. § 3600 *et seq.*, created and enabled by Navajo  
3 Nation Council Resolution No. CAP-20-13. See Exhibit A.
- 4 E. NTEC was created “to strictly limit the Navajo Nation’s and [NTEC’s] liabilities and  
5 exposures...and to promote the development of the Navajo Nation’s resources...”  
6 See *Id.* Section A (5).
- 7 F. Following the Navajo Nation leadership’s request that NTEC evaluate acquisition of  
8 NGS and Kayenta Mine, NTEC undertook good faith negotiations with the NGS  
9 Owners.
- 10 G. NTEC’s negotiations with the NGS Owners have stalled due to the demand by the  
11 NGS Owners that the Nation itself provide back-up financial guarantees pursuant to  
12 the purchase and assume and guaranty all liabilities associated with NGS, including  
13 liabilities associated with the NGS Owners’ operation of NGS.
- 14 H. The Navajo Nation, through separate agreements with the NGS Owners, have already  
15 limited the Navajo Nation’s risk and liabilities as a government.
- 16 I. The negotiations between the NGS Owners and NTEC are between separate business  
17 entities and as such the Navajo Nation is not a party to these negotiations.
- 18 J. Given the importance of this issue to the Navajo Nation, the 24<sup>th</sup> Navajo Nation  
19 hereby issues this Statement of Policy in support of NTEC’s independent acquisition  
20 of NGS and Kayenta Mine.

21  
22 **THEREFORE, BE IT RESOLVED:**

- 23  
24 A. The Navajo Nation fully supports NTEC’s independent acquisition of NGS and the  
25 Kayenta Mine, subject to the finalization of the necessary agreements.
- 26 B. The Navajo Nation shall not provide any financial guarantees pertaining to NTEC’s  
27 acquisition of NGS and Kayenta Mine.
- 28 C. The Navajo Nation will not grant any waivers or release of claims to the NGS Owners or  
29 NTEC pertaining to NTEC’s acquisition of NGS and Kayenta Mine.
- 30



AP-20-13

RESOLUTION OF THE  
22<sup>ND</sup> NAVAJO NATION COUNCIL

22<sup>ND</sup> NAVAJO NATION COUNCIL - THIRD YEAR, 2013

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE;  
APPROVING: (I) THE CREATION, FORMATION, ORGANIZATION,  
ESTABLISHMENT, AND OPERATION OF THE NAVAJO TRANSITIONAL ENERGY  
COMPANY, LLC (HEREINAFTER, THE "COMPANY"), PURSUANT TO THE  
NAVAJO NATION LIMITED LIABILITY COMPANY ACT, 5 N.N.C. § 3600 *et*  
*seq.*; (II) THE GRANT AND EXTENSION OF THE NAVAJO NATION'S  
SOVEREIGN IMMUNITY TO THE COMPANY PURSUANT TO THIS ENABLING  
LEGISLATION, AND NAVAJO LAW, INCLUDING WITHOUT LIMITATION, 1  
N.N.C. § 551 *et seq.*, 2 N.N.C. § 101 *et seq.*, AND 5 N.N.C. §  
3600 *et seq.*; (III) THE DISCRETION TO RELATE, AFFILIATE, AND  
ASSOCIATE WITH AN EXISTING NAVAJO NATION SECTION 17 CORPORATION,  
OR A SUBSIDIARY OF AN EXISTING NAVAJO NATION SECTION 17  
CORPORATION, OR ALTERNATIVELY, WITH THE APPROVAL OF THE NAVAJO  
NATION GOVERNMENT, TO INCORPORATE AS A SECTION 17 CORPORATION  
PURSUANT TO 25 U.S.C. § 477, AS AMENDED; (IV) THE EMPOWERMENT OF  
THE COMPANY TO EXECUTE, ENTER, AND PERFORM COMMERCIALY  
REASONABLE AND ECONOMICALLY VIABLE AGREEMENTS IN THE BEST  
INTERESTS OF THE COMPANY AND THE NAVAJO NATION, INCLUDING  
WITHOUT LIMITATION, A STOCK PURCHASE AGREEMENT TO ACQUIRE THE  
ENTIRETY-ONE-HUNDRED-PERCENT(100%)- OF THE STOCK OF A BUSINESS  
ORGANIZATION OR ORGANIZATIONS, WHICH IS NECESSARY FOR THE  
ACQUISITION AND OWNERSHIP OF THE NAVAJO MINE; AND (V) THE  
EMPOWERMENT OF THE COMPANY TO ACT TO EFFECTUATE THE MERGER OR  
MERGERS OF BUSINESS ORGANIZATIONS FOR THE ACQUISITION AND  
OWNERSHIP OF THE NAVAJO MINE, AND CONTINUING OPERATION OF THE  
COMPANY IN THE BEST INTERESTS OF THE NAVAJO NATION AND THE  
NAVAJO PEOPLE.

BE IT ENACTED:

Section A. Approval of the creation, formation, organization,  
establishment empowerment, authorization, and  
operation of the Company

1. Pursuant to 5 N.N.C §102, the Navajo Nation Council hereby  
approves the creation, formation, organization,

establishment, and operation of the Company, which will, subject to the limitations set forth herein, act as an arm and subordinate instrumentality of the Navajo Nation to exercise all of the powers granted herein and otherwise available, including without limitation, the benefits, protections, and defenses associated with sovereign immunity, and authorities of association and affiliation with a sovereign entity, with accountability to the Navajo People, through their elected and appointed representatives, and the Navajo Nation; and

2. The Navajo Nation's approval of the creation, formation, organization, establishment, and operation is for the protection and promotion of the Navajo People's and the Navajo Nation's economic and financial best-interests, which are tied and related to mining operations within the Navajo Nation, as a means to ameliorate the economic, financial, and social conditions of the Navajo People and the Navajo Nation; and
3. The Navajo Nation, through the approval and execution of this legislation by the Navajo Nation Council and the President of the Navajo Nation, establishes and declares the Company as an instrumentality of the Navajo Nation, which, subject to the conditions of existing Navajo law, and those set forth herein, is entitled to all of the privileges, immunities, protections, and authorities of the Navajo Nation; and
4. The Navajo Nation approves the creation, formation, organization, establishment, empowerment, and operation of the Company pursuant to Navajo law, including without limitation, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §3600 et seq., 1 N.N.C. §551 et seq., 2 N.N.C. §101 et seq., and all other relevant statutes, resolutions, decisions, rules, orders, regulations, and policies; and the Company's Articles of Organization and Operating Agreement, which are attached hereto collectively as Exhibit "A" (hereinafter, referred to as the "Operating Agreement"); and
5. The Navajo Nation declares that the creation of the Company is necessary and desirable for the Navajo Nation to implement the transactions, functions, and actions contemplated by this legislation; to strictly limit the Navajo Nation's and the Company's liabilities and exposures; and to promote the development of the Navajo

Nation's resources and new sources of energy, power, transmission and attendant resources to develop the economic, financial, social and cultural well-being of the Navajo People and the Navajo Nation; to promote the economic vitality of the Navajo Nation through the production of goods and services, to facilitate management of the Navajo Nation's interests in the development of its energy portfolio and market; and to steer the Navajo Nation into a more efficient, productive, vital, and sustainable energy portfolio and market in the best interests of the future generations of the Navajo Nation; and

6. The Navajo Nation declares that the creation of the Company is also for the purposes of facilitating, assisting, promoting, and protecting the Navajo Nation's authorities, duties, and functions to protect the Navajo People and the Navajo Nation, with regard to the Navajo Nation's land, air, water, natural, and economic resources; and
7. The Company is created and enabled to support, improve, and promote the economic, financial, tax, and revenue interests of the Navajo People, the Navajo Nation, and affiliates, through management and development of the Navajo Nation's conventional, alternative, and renewable energy resources, in cooperation with other Navajo Nation entities, in accordance with full exercise of the Navajo Nation's inherent sovereignty, in furtherance of the federal government's policy of Navajo Nation economic development, self-sufficiency, self-determination, and autonomous economic development and growth, and consistent with existing and future Navajo Nation environmental, labor, and resources utilization laws, regulations, orders, rules, and policies; and
3. The Company is created to, and shall, invest and re-invest no-less-than ten-percent (10%) of Net Income, as defined in the Operating Agreement, into the research and development of renewable and alternative sources of energy, storage, and transmission technologies and facilities, with priority given to solar technologies and facilities and attendant storage and transmission capacity, and in accordance with responsible financial and commercial management of the Company's obligations and best-interests; and
9. The Company shall have, and is granted and extended, the Navajo Nation's sovereign immunity from suit, with the

authority to waive the Company's immunity from suit on a limited, transaction-by-transaction basis, in conformity with this legislation and its constituent documents, as these may be amended and supplemented from-time-to-time, including the clear and express authority to limitedly waive any defense of the Company, its directors, employees, attorneys, or agents may otherwise assert that federal, state, or tribal law requires exhaustion of tribal court and administrative remedies prior to suit against the Company in a judicial, administrative, arbitral, or other body or tribunal having proper jurisdiction over the subject matter and the parties; and

10. The Company shall have, and is granted and extended, the Navajo Nation's tax and financial status pursuant to applicable law, subject to such modifications, supplements, or restatements that may be made by the Navajo Nation; and

**Section B. Approval of the Company's acquisition of business organizations to acquire the entirety of the stock of a business organization or business organizations for the acquisition and ownership of the Navajo Mine, and related actions**

11. The Company is empowered and authorized to conduct and complete all necessary due diligence investigations; enter, execute, and perform all agreements necessary to implement and facilitate the acquisition and ownership of the Navajo Mine; and
12. The Company is empowered and authorized to enter, execute, and perform all commercially reasonable and economically viable agreements attendant to the acquisition and ownership of the Navajo Mine to promote the Navajo People's, the Navajo Nation's, and the Company's best-interests; and
13. The Company is empowered and authorized to effectuate acquisitions and mergers of business organizations, and if determined appropriate by the Navajo Nation and the Company, to affiliate with a Navajo Nation entity or entities, as the case may be pursuant to future circumstances, and effectuate a merger into a Section 17 Corporation chartered pursuant to 25 U.S.C. §§477, as amended, by the same name; and
14. The Company is further empowered and authorized to take appropriate actions to ensure the continuing operation of the Navajo Mine and the Company into the future, in the

most efficient, productive, and profitable manners possible, which shall be in the best-interests of the Navajo People, the Navajo Nation, and the Company; and

**Section C. Approving and stating conditions associated with the Company's existence and operation**

15. The Navajo Nation retains all rights, powers, authorities, and immunities possessed and enjoyed as a sovereign entity and governmental institution. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall be asserted, interpreted, or otherwise understood to constitute any waiver whatsoever of any of the Navajo Nation's rights, powers, or authorities, and immunities as a sovereign entity and governmental institution; and
16. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall be asserted, interpreted, or otherwise understood to constitute any waiver of the Navajo Nation's sovereign immunity from suit whatsoever, whether express or implied, beyond that already clearly and unequivocally provided as a matter of Navajo Nation statutory law pursuant to the Navajo Sovereign Immunity Act, 1 N.N.C. §551 et seq., and the Navajo Nation Arbitration Act, 7 N.N.C. §1101 et seq; and
17. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall create any obligation, indebtedness, or recourse to the property or assets, whether held in trust or otherwise, of the Navajo Nation whatsoever; and no action by the Company shall permit or authorize the sale, encumbrance, or transfer of any of the Navajo Nation's, or any of its entities' and affiliates' property and assets, whether held in trust or otherwise, or any interest therein whatsoever, other than those of the Company; and
18. Subject to the conditions set forth herein, in the Operating Agreement, and in any future organizational or governing documents or instruments associated with the Company, the Company, its Management Committee and Management Committee Members, as these terms are defined in the Operating Agreement, and its other officers, employees,

- and agents shall be immune from suit for actions performed in an official capacity; and
19. Except as otherwise clearly and expressly provided for herein or to the extent the Company, exercising express authority in a manner provided for in this legislation or other applicable Navajo law, or the Operating Agreement, and in accordance with properly approved and executed agreements, the Company's property and assets are exempt from any levy or execution; and
  20. The Company is authorized to waive the Company's immunity from suit or other compulsory dispute resolution procedure in accordance with the Operating Agreement. Any waiver of the Company's immunity from suit shall be clearly and expressly stated and consistent with the procedural and substantive requirements provided for in Sections C(20) through C(23) hereof and the Operating Agreement, and shall expressly state that such waiver does not apply to the Navajo Nation; and
  21. Any limited, clearly, and expressly defined waiver of the Company's immunities from suit shall require at least ten (10) calendar days' notice of the transaction, agreement, and specific provision providing for any limited waiver being provided to the Company's Management Committee, the Office of the Speaker of the Navajo Nation Council, the Office of the President of the Navajo Nation, and the Navajo Nation Department of Justice. Any limited, clearly, and expressly defined waiver of the Company's immunities from suit shall satisfy all procedural and substantive requirements provided for herein and within the Operating Agreement; and the failure to satisfy such requirements shall render any purported waiver of the Company's sovereign immunity void *ab initio*; and
  22. Approval of the same specific limited waiver of each the Company's immunities from suit shall require an affirmative vote of at least five (5) of the Company's seven (7) total Management Committee Members; and
  23. Only the properties, assets, revenues, and income held by, or in the name of, the Company shall be subject (to the extent otherwise permitted herein and by law) to the debts, obligations, or other liabilities created, incurred, or guaranteed by the Company. The Navajo Nation's properties and assets, whether held in trust or otherwise, or any interest therein whatsoever, shall not be subject to, or impacted by

this legislation, the Operating Agreement, the Company's additional governing documents, its associated and approved instruments, or any transaction or agreement executed for or by the Company, including without limitation, any and all agreements or other documents entered into, issued, or made in connection with the Company's acquisition and ownership of the Navajo Mine, and the Company's continued operations and functions thereafter; and

**Section D. General and Miscellaneous Provisions; Directives**

24. The duration of the Company shall be perpetual; and
25. The Company is designed, created, formed, organized, established, empowered, and authorized to act as a subordinate instrumentality of the Navajo Nation, and to promote and enhance the self-determination and self-reliance of the Navajo Nation and the Navajo People with all rights, privileges, immunities, powers, protections, authorities, and purposes granted herein. The Company shall endeavor to contribute to the improvement and enhancement of the economic and financial conditions, and the standards of living for the Navajo People and the Navajo Nation; and
26. The Company is empowered to acquire, create, control, administer, operate, facilitate operation of, oversee, and develop all facilities, infrastructure, improvements, property, assets, and interests necessary, convenient, efficient, and prudent for accomplishment of the purposes herein and the Operating Agreement. The Company is empowered to control, own, operate, conduct oversight of operation, and develop energy resources, tangible and intangible property, assets, and interests within and outside the boundaries of the Navajo Nation, and on possessory interests in lands selected by the Navajo Nation pursuant to the Navajo-Hopi Land Settlement Act, meaning leasehold interests, subject to such actions being provided for, authorized by, or not otherwise prohibited by applicable Navajo Nation law; and
27. The principal place and headquarters of business and the offices of the Company shall be within the Navajo Reservation, with preference to be and operate at or near Window Rock, Navajo Nation. The Company may also establish and maintain offices at such other places as the Company, through its duly authorized officers, may from time-to-time direct, or as the activities of the Company may require; and

28. The Company is further authorized and empowered to do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes herein, including, without limitation, implementation of the Operating Agreement; and to do all things incidental thereto, or connected therewith, which are not forbidden by applicable law or this legislation; and
29. The Company's seven (7) Management Committee members shall be selected in accordance with the Operating Agreement. Thereafter, the seven (7) members' appointments and confirmations shall be effectuated in accordance with the Operating Agreement; and
30. Each of the Company's Management Committee Members after the initial Members' terms have concluded, shall be selected in accordance with the Operating Agreement, and in consultation with the Company's membership representatives, which shall serve in a capacity of shareholder representatives in a corporation, and such rules as the Company may adopt, amend, or supplement in the future; and
31. The Company's Management Committee Members shall hire or ratify the Company's Management Committee Executive, as that term is defined in the Operating Agreement; and
32. Each of the Company's Management Members, officers, employees, and agents shall be subject to Navajo Nation laws and regulations; and
33. Each of the Company's Management Committee Members shall have substantial knowledge, understanding, and competency in the energy industry; and the Management Committee as a whole shall possess substantial knowledge, understanding, and competency in the energy industry, with particular knowledge, understanding, and competency in coal, alternative and renewable resources for power and energy; commercial management and operation experience in the energy industry; substantial knowledge, understanding, and competency in economics, corporate finance, accounting, law, business management, engineering, geophysics, geology, or similar disciplines; substantial knowledge, understanding, and competency in mining, production of coal, and mechanics of coal mining operations; substantial knowledge, understanding, and competency of commercial and mining operations within Navajo Indian Country; and
34. Each of the Management Committee Members shall not be a public official of the Navajo Nation as defined in 2 N.N.C.

§3743, as amended, including without limitation Navajo Nation Council delegates, Chapter officials, grazing committee members, commissioners, land board members, farm board members, or school board members; be an employee of the federal, any state, county, municipal, or any other government; be a director (or commissioner) of any other Navajo Nation owned enterprise, industry, authority, corporation, or instrumentality; provided that the requirements shall not apply to any consecutive renominations or confirmations; be any person who has been convicted or entered a plea of *nolo contendere* to any felony or gross misdemeanor in any court, including without limitation those involving dishonesty or moral turpitude, extortion, embezzlement, theft, violation of fiduciary duty, bribery, perjury, or fraud; provided, that any misdemeanor shall be limited to the last ten (10) years of such person's history; be any person who violates or has violated the requirements of the Navajo Nation Ethics in Government Law, 2 N.N.C. §3741 et seq., as amended, provided that any such violation shall be limited to the last ten (10) years of such person's history; or be any person who has declared bankruptcy or been adjudicated bankrupt or insolvent; and

35. The Company may conduct activities in the Navajo Nation and any other jurisdictions; and
36. The Company may participate with other persons in joint ventures, or other associations, transactions, or arrangements; and
37. The Company may appoint officers, agents, engineers, auditors, accountants, appraisers, counsel, and other professional consultants as may be needed from time-to-time; and also define their duties and compensation; and
38. The Company shall require the bonding of all officers, agents, or employees responsible for the handling or safeguarding of funds, property, and other assets of the Company; and
39. The Company is authorized to acquire (by purchase, exchange, lease, hire, or otherwise) use, improve, manage, operate, and sell, lease, or mortgage, either alone or in conjunction with others having an interest therein, real estate of every kind, character, and description, and any interest therein, necessary or incidental to the purposes of the Company; and

40. The Company is authorized to deal in personal property, including intangibles; and to acquire (by purchase, application, transfer, exchange, lease, hire, or otherwise), hold, own, manage, operate, mortgage, pledge, hypothecate, exchange, sell, deal in, and dispose of, either alone or in conjunction with others, personal property, including without limitation, equity securities and inventions, copyrights, trademarks, trade secrets, patents, and other intangibles, and interests therein, of every kind, character, and description; and
41. The Company is authorized and empowered to enter into, make, perform, carry out, cancel, and rescind contracts for any lawful purpose pertaining to its purposes and activities; and
42. The Company is authorized and empowered to generate revenues, raise capital, borrow money, make, guarantee and issue debt, and to secure payment thereof by pledge of, or lien on, all or any fixtures, personalty, revenues, incomes, contracts, or other property and income; and to accept grants or loans; and to expend the proceeds thereof; and
43. The Company is empowered and authorized to create subdivisions, sub-entities, and subsidiaries for purposes of separating and furthering the Company's purposes; and
44. The Company shall have, as applicable, one member, shareholder, and owner, which shall be the Navajo Nation; and any grant, sale, encumbrance, or hypothecation of shares shall be void *ab initio*; and
45. The Company shall have a Management Committee comprised of seven (7) persons, who shall be governed by 5 N.N.C. §§3640-42; and the Company's and the Navajo Nation's relationship shall be governed by 5 N.N.C. §§3650-60, the Operating Agreement, and this legislation; and
46. The Navajo Nation may capitalize the Company with an initial capital contribution to be determined by agreement between the Navajo Nation and the Company, corresponding financing agreements, and a schedule of contributions and distributions; and
47. The Navajo Nation shall be entitled to reimbursement from the Company of any capital contribution; and

**Section E. Directive to the Navajo Nation Office of the Attorney General for the Creation of the Company**

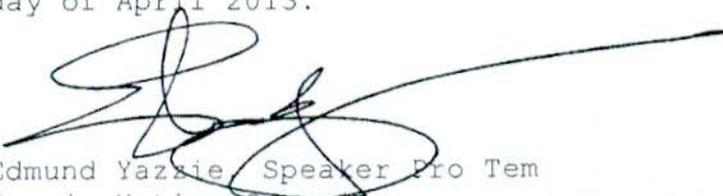
48. The Navajo Nation Office of the Attorney General shall immediately make application and take all actions necessary for the Navajo Nation Division of Economic Development's Business Regulatory Department to furnish a Certificate of Existence for the Navajo Transitional Energy Company, LLC, in accordance with this legislation, the Articles of Organization, and the Operating Agreement; and
49. The Navajo Nation Office of the Attorney General and the Navajo Nation Washington Office shall also immediately make application and take all actions necessary for approval by the United States of any actions necessary and convenient for the Company's acquisition and ownership of the Navajo Mine, and continued operation of the Company; and

**Section F. Savings, Severability, and Survivability Clause**

50. Should any provision herein be determined invalid by the Navajo Nation Supreme Court, all other provisions not determined to be invalid shall remain in force and effect; and
51. Any employee or official of the Navajo Nation with a conflict of interest shall be removed as the organizer or signor of the Articles of Incorporation, Operating Agreement or other documents before final approval and filing; and
52. NTEC shall ensure at the time of cessation of the mining activities at both Navajo and San Juan mines and closure of Four Corners Power Plant and San Juan Generating Station that water Permit #2838 shall revert to the Navajo Nation.

C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 17 in favor and 4 opposed, this 29th day of April 2013.



Edmund Yazzie, Speaker Pro Tem  
Navajo Nation Council

Motion: Honorable Jonathan Nez  
Second: Honorable LoRenzo Bates

ACTION BY THE NAVAJO NATION PRESIDENT:

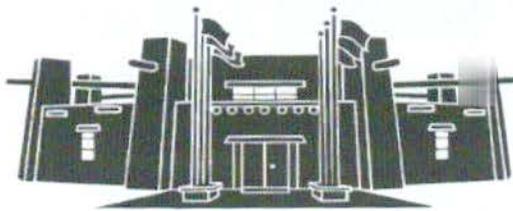
1. I hereby sign into law the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (10), on this 30 day of April 2013.



Ben Shelly, President  
Navajo Nation

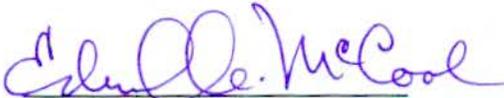
2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (11), this \_\_\_\_\_ day of \_\_\_\_\_ 2013 for the reason(s) expressed in the attached letter to the Speaker.

Ben Shelly, President  
Navajo Nation



**MEMORANDUM**

**TO:** Honorable Rickie Nez  
Navajo Nation Council

**FROM:**   
Edward A. McCool, Acting-Chief Legislative Counsel  
Office of Legislative Counsel

**DATE:** March 7, 2019

AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT COMMITTEE AND THE NAABIK'ÍYÁTÍ COMMITTEE; SUPPORTING NAVAJO TRANSITIONAL ENERGY COMPANY'S INDEPENDENT ACQUISITION OF NAVAJO GENERATING STATION AND KAYENTA MINE; STATEMENT OF POLICY REGARDING REFUSAL TO FINANCIALLY GUARANTEE OR PROVIDE WAIVERS OR RELEASES OF CLAIMS BY THE NAVAJO NATION PERTAINING TO THAT ACQUISITION

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§500, 501. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0044-19

SPONSOR: Rickie Nez

TITLE: An Action Relating To The Resources And Development Committee And The NAABIK'IYATI' Committee; Supporting Navajo Transitional Energy Company's Independent Acquisition Of Navajo Generating Station And Kayenta Mine; Statement Of Policy Regarding Refusal To Financially Guarantee Or Provide Waivers Or Releases Of Claims By The Navajo Nation Pertaining To That Acquisition

*Date posted:* March 07, 2019 at 8:02 PM

Digital comments may be e-mailed to [comments@navajo-nsn.gov](mailto:comments@navajo-nsn.gov)

Written comments may be mailed to:

Executive Director  
Office of Legislative Services  
P.O. Box 3390  
Window Rock, AZ 86515  
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

**Please note:** This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*