



SUCKER CREEK FIRST NATION

August 17, 2021, Community Update re: Agricultural Benefits

Introduction

We are writing as a follow up to our cows and plows claim that was settled in September 2020 with overwhelming support from our community. As a part of the settlement with Canada and in honouring the Terms of Treaty No.8 and Kinosayo's vision to support future generations, a Trust (the "Trust") was voted on by the members to help guide the use of the funds. We are now looking to engage the community to help develop some of the necessary programs that will help structure the use of any Trust funds.

As noted during the community meetings and in the materials provided for the September vote, there are strict guidelines with respect to the Trust. The use of the Trust funds will primarily be governed by the Trust's Annual Return By-Law (the "AR By-Law"), which is attached for your review and records.

In addition to the AR By-Law and the strict auditing and reporting requirements of the Trust there will be additional programs and policies to guide the use of Trust funds. Attached for discussion and consultation purposes are some draft by-laws respecting off-reserve housing and the terms of reference that could help guide this program. These by-laws are not exhaustive, and we look forward to your feedback on the potential structure of some additional programs such as economic development, education, or any of the other authorized uses pursuant to the Trust. The following dates have been reserved for the purposes of holding workshops and to provide some additional information from the Trustee (Royal Trust):

- 1) Prince George (Ramada Plaza 444 George St, Prince George, BC V2L 1R6) Friday September 10th- 6:00PM to 8:00PM (Pacific time)
- 2) Grande Prairie (Four Points By Sheraton 6702 106 Street Grande Prairie Alberta T8W 0K8 Sunday September 12th- 1:00PM to 3:00 PM (Mountain time)
- 3) Calgary (Ramada Plaza Downtown Calgary 708 8 Avenue SW, Calgary, AB T2P 1H2) Tuesday September 14th 6:00PM to 8:00 PM (Mountain time)
- 4) Edmonton (Coast West Edmonton Hotel 18035 Stony Plain Road NW, Edmonton, Alberta T5S 1B2) Wednesday September 15th 6:00PM to 8:00PM (Mountain time)
- 5) Sucker Creek (Recreation Centre) Saturday September 18th 6:00PM to 8:00PM (Mountain time)

We hope everyone can attend, but if you are unable, please forward your questions or concerns to scfnagben@gmail.com. Thank you once again for your support, engagement and we hope you all share in the optimism for the future of our Nation.

First Nation

Off-Reserve Housing Assistance Program (the "Off-Reserve Program")

Preamble:

WHEREAS: The Nation has entered into the Agricultural Benefits Trust Agreement, that was established to benefit the membership of the Nation.

WHEREAS: The First Nation recognizes the benefits in assisting off-reserve members obtaining home ownership and with funding repairs and renovations for their existing homes.

WHEREAS: The rules and guidelines of the Off-Reserve Housing Program are herein outlined and adopted by way of Band Council Resolution as of _____, 2021

1. The Program

The Nation shall accept applications from off-reserve members, on an annual basis or upon request, for individuals seeking to:

- 1) Purchase their first home ("Down-Payment Assistance"); or
- 2) Conduct repairs or renovations on an owned property or house ("Renovations and Repairs").

The Application form is attached hereto as Schedule 1.

2. Minimum Criteria

The criteria for applying and any potential funding award are as follows:

- I. Must be at least 18 years of age.
- II. Must be fully registered member of the Nation and reside off-reserve.
- III. For home purchase assistance, the Member must provide sufficient documentation evidencing the ability to receive a mortgage and maintain any monthly payments.
- IV. For requests relating to repairs and renovations, the Member must provide documentation evidencing home ownership;
- V. Must not be indebted to the Nation; and
- VI. Must not be engaged in any litigation against the Nation.
- VII. A completed Schedule 1 application.

3. Program Funding

The Program's funding is not derived from the Federal Government. The Program's funding will vary from year to year and there may be years in which funding is not available at all. This Program in no way reflects an ongoing obligation of SCFN and it may be discontinued at any time.

4. Review Process

The Band Manager or Chief Executive Officer ("CEO") shall conduct a preliminary review of the applications submitted to assess compliance with the submission requirements outlined in the notice to members. If applications are substantially non-compliant, they shall be rejected without further review.

Small technical errors may be corrected by contacting the member directly. Following the initial review by the Band Manager or CEO, applications shall be forwarded to the Housing Committee for further review and ranking.

The Nation Housing Committee shall review applications based on the allocated budgeted amount, the criteria above and the further guidelines below:

- i. The Applicant shall not own, co-own or reside in a property on the reserve.
- ii. Have not received any other grants or funding in relation to off-reserve housing from any other governmental source or First Nation in Canada.
- iii. For Renovations and Repairs, the Applicant shall provide proof title and of unencumbered land with no liens or charges other than an existing mortgage.
- iv. For Downpayment Assistance applications a pre-approval for a mortgage as well as evidencing the ability to sustain mortgage payments are required.
- v. The estimates submitted for Repairs and Renovations are complete, legible and reasonable.
- vi. Health and safety concerns will be a priority and the Housing Committee shall prioritize first on that basis.

5. Housing Committee

The Nation Housing Committee shall review and assess each application submitted under the Off-Reserve Program. A priority list shall be established, and a ranking system developed to allow for the prioritization of the submitted applications.

Members of the Housing Committee shall recuse from any ranking or decision relating to a direct family member. For clarity, a direct family member is a mother, father, grandmother, grandfather, son, or daughter.

6. Selection Process

Upon the review and ranking of an application, the Housing Committee shall forward their selections to the Nation Chief Executive Officer or Band Manager.

The Chief Executive Officer will then notify the successful applicants and agreements shall be entered into prior to any funds being released. Such agreements shall contain guarantees respecting the issuance and use of any funds issued under the Off-Reserve Program. The agreements for the Downpayment Assistance and Renovations and Repairs are attached hereto as Schedule 2.

7. Appeals

The decisions of the Housing Committee are not subject to appeal and are final.

Schedule 1

DOWN PAYMENT ASSISTANCE APPLICATION

PART 1: APPLICANT INFORMATION

1. First Name: _____ Last Name: _____ Preferred Name: _____

2. Date of Birth: _____ Treaty Number: _____

Day Month Year

3. Mailing Address: _____

Street Name and Number City Province Postal Code

4. Preferred Phone Number and Email Address: _____

Phone Number Email Address

PART 2: MORTGAGE INFORMATION

5. Amount Requested or Required: _____

6. I confirm that I do not currently own a home or residence and am in the process of acquiring a property.

Yes	No
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7. I have been approved for a mortgage:

Yes	No
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If yes, please include any and all documentation evidencing mortgage approval. A failure to provide this information will result in the application being denied.

8. Please provide proof of income for all individuals who will reside in your household. Proof of income, including your most recent tax returns should be provided.

Name: _____ Income: _____

Name: _____ Income: _____

Name: _____ Income: _____

9. Please advise as to how many members of the First Nation will reside in your household:

10. Please advise if the purpose of your Application is to purchase a modular home or trailer and you intend on relocating to the First Nation.

Yes	No
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11. Is there any other information you feel pertinent to assess your application (attach a second sheet if necessary):

PART 3: CERTIFICATION

I, _____, swear the information provided in this Down Payment Assistance Application (the "Application"), including any of the supporting documentation, to be complete, truthful and accurate.

I further authorize the Nation to make any enquiries with respect to the Application to verify the authenticity of the information provided herein.

I understand that should any of the information provided herein be shown to be false, inaccurate or misleading that my Application will be immediately rejected.

Applicant Signature

Date

RENOVATION AND REPAIR APPLICATION

PART 1: APPLICANT INFORMATION

1. First Name: _____ Last Name: _____ Preferred Name: _____

2. Date of Birth: _____ Treaty Number: _____

Day Month Year

3. Mailing Address:

Street Name and Number City Province Postal Code

4. Preferred Phone Number and Email Address:

Phone Number Email Address

PART 2: HOUSEHOLD INFORMATION

5. Amount Requested or Required (please provide sourced quotes or estimates):

6. I confirm that I currently own a home or residence and am the primary owner.

Yes	No
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Please provide proof of ownership, including a current property assessment from the respective municipality.

7. I have current home insurance:

Yes	No
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If yes, please include any and all documentation evidencing home insurance.

8. I am up to date on my utilities, mortgage payments and property taxes and there are no outstanding liens (other than mortgage) or judgments registered against my property.

Yes	No
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Any documentation evidencing clear and unencumbered title should be provided.

9. Please provide the details of your requested renovations or repairs (attach a second sheet if necessary):

10. Please advise as to how many members of the Nation will reside in your household:

11. Is there any other information you feel necessary to assess your application (attach a second sheet if necessary):

PART 3: CERTIFICATION

I, _____, swear the information provided in this Renovation and Repair Assistance Application (the "Application"), including any of the supporting documentation, to be complete, truthful and accurate.

I further authorize the Nation to make any enquiries with respect to the Application to verify the authenticity of the information provided herein.

I understand that should any of the information provided herein be shown to be false, inaccurate or misleading that my Application will be immediately rejected.

Applicant Signature

Date

Schedule 2

First Nation

Off-Reserve Housing Program Funding Agreement

1. _____, (the "Applicant") being a full member of the First Nation (the "Nation");
2. The Applicant having applied for funding regarding the Nation's Off-Reserve Housing program (the "Off-Reserve Program"); and
3. After review and consideration, the Applicant is granted funding and enters into this Agreement effective _____, _____, 2020 to finalize the receipt and to establish the guidelines by which that funding will be released.

A. Authorized Uses

The Applicant is awarded _____ (the \$ Amount) which shall be used strictly for the purposes of:

- I. (Down-Payment of X House)
- II. Otherwise enumerate repairs and renovations

The Applicant swears that the \$ Amount shall only be used for the purposes outlined above in I. and that any other expenditures are expressly forbidden.

B. Documenting Expenditures

In accordance with A., the Applicant shall provide documentation of the expenditure of funds, including any receipts, invoices and photos ("Documentary Expenditures") evidencing the \$ Amount was used for the explicit purpose of the Authorized Uses.

Documentary Expenditures shall be provided within six (6) months of receipt of the \$ Amount. Should the Applicant fail to provide the Documentary Expenditures the \$ Amount shall be converted to a debt due and owing to the Nation.

C. Debt Owning

If the Applicant fails to provide Documentary Expenditures, the Nation may take all necessary steps to recover the Amount and any associated costs in relation to those proceedings shall be payable by the Applicant.

D. General Provisions

This agreement shall be governed in accordance with the Law of the Province of Alberta.

This agreement supersedes any previous agreement, implied or otherwise.

Terms of Reference for Committee Members

Off-Reserve Housing Program

1. Purpose

- a. The SCFN Agricultural Benefits Housing Committee is a committee established by Chief and Council to act as a forum for routinely reviewing and engaging with Applicants for down-payment assistance or renovation assistance by Members, including, as required, making time-sensitive recommendations between face-to-face meetings with Chief and Council, as requested; and act as a “sounding board” for the Band Administrator and the Chief and Council in making decisions.
- b. As a principle, Committee members should be able to act on a fully informed basis, in good faith, with due diligence, care and in the best interest of the Nation.
- c. They must serve as representatives of the Nation and communicate their views during discussion and deliberation, based on prior consultation wherever reasonably practical.

2. Composition

- a. Two (2) off-reserve Members;
- b. Two (2) on-reserve Members;
- c. One (1) Chair – also appointed by Council

3. Term

- a. Three years

4. Roles and Responsibilities

- a. **General:** Committee members are expected to act in the best interests of the Nation. They prepare for and attend all meetings unless there is a notified and valid reason not to do so, and actively participate and contribute during meetings. In addition, Committee members keep the Chief and Council apprised and endeavour to provide the perspectives of the committee as and when appropriate.
- b. **Attendance:** In recognition of the importance of continuous participation of Committee members appointed by name for the work of the Committee, Committee members are expected to attend all Committee meetings, including face-to-face meetings and virtual meetings.
- c. **Time Commitment:** The Committee members are accountable for serving in accordance with these approved terms of reference. Generally, the Committee

undertakes tasks as mandated by Chief and Council, including maintaining oversight of the fiduciary duties of the Nation to their Members, risk management and performance in accordance with the established policies of the Nation, and periodically recommending change to policies, including strategic direction and performance improvements.

- d. **Confidentiality**: Information, including financial, personal, employment and other information, must be kept strictly confidential. In addition, recommendations from the Committee must also be kept confidential.

5. **Conflict of interest**

- a. Chairperson will be selected from quorum of Committee;
- b. If a member of the Committee is disqualified from acting or unable to act in respect of any applicant as a result of a conflict of interest, Council may appoint another Member as an alternate Member for the purpose of considering that application.
- c. Must abstain from any decision affecting direct family members.

6. **Experience**

- a. The Committee will work with Chief and Council and Band Administrator to ensure that Committee have skills and experience in various aspects of organizational governance and management, including financial management, as well as an understanding of the history and culture of the Nation. If there is a gap in skills and experience on the Committee, the Committee will either request that Chief and Council appoint Committee members who have skills and experience in gap areas or develop the skills of existing Committee members.

7. **Honoraria**

The Chair position will receive remuneration in accordance with the Schedule _____. The Chairperson shall be paid:

- \$500.00 per meeting, up to a maximum of 5 meetings in a calendar year.

Committee Members will receive remuneration in accordance with the Schedule _____. A member of the committee, shall be paid:

- \$300.00 per meeting, up to a maximum of 5 meetings in a calendar year.

Members will be reimbursed for travel and meal expenses related to approved SCFN Agricultural Benefits Housing Committee business in accordance with the SCFN Travel, Meal, and Hospitality Expenses Rate Sheet.

The SCFN Agricultural Benefits Housing Committee will meet at least four times a year. Extra meetings will be at the request of the Chair.

How to Apply

Please submit resume and cover letter to _____ by email at @scfn.ca by 4:30 p.m. on _____, 2021.

Sucker Creek First Nation Agricultural Benefits Settlement Trust Revenue Account By-Law

WHEREAS:

- A. Pursuant to Article 83 of the *Indian Act*, R.S.C. 1985, c. I-5, the Chief and Council of the Sucker Creek First Nation (the "First Nation") may, subject to the approval of the Minister of Indigenous Services, enact by-laws for the appropriation and expenditure of moneys of the First Nation and matters arising out of or ancillary thereto.
- B. The First Nation has entered into the Sucker Creek First Nation Amended Agricultural Benefits Settlement Trust (the "Trust") dated as of the 18th day of June, 2021 between the First Nation, as Settlor, and Royal Trust Corporation of Canada (the "Trustee"), as Trustee.
- C. Pursuant to the terms of the Trust, the First Nation has established the Trust Revenue Account to receive Annual Disbursement generated from the Trust, (the "Trust Account").
- D. Pursuant to the terms of the Trust, Annual Disbursement generated from the Trust Accounts shall be deposited by the Trustee into the Trust Revenue Account within one hundred and twenty (120) days of the end of each Fiscal Year and the Trustee shall advise the Council of the amount of Annual Disbursement paid from each of the Trust Accounts.
- E. The Council of the First Nation wish to enact the following by-law to govern the use, expenditure and accounting of Annual Disbursement paid to the Trust Revenue Account.

SHORT TITLE

- 1. This by-law shall be known as the Sucker Creek First Nation Agricultural Benefits Settlement Trust Revenue Account By-Law (the "By-Law").

PERMITTED PURPOSES OF THE ANNUAL DISBURSEMENT

- 2. Funds deposited into the Trust Revenue Account for such completed Fiscal Year shall be allocated as follows:
 - (a) **Legacy Account:**
 - (i) The Annual Disbursement from the Legacy Account shall be used for permitted uses set out in Appendix "1".

ADMINISTRATION

- 3. (a) Prior to the withdrawal and expenditure of any funds in the Trust Revenue Account, the Council shall first pass a Resolution stating:

- (i) the use(s) of the expenditure and the amount to be expended on each use; and
- (ii) that the use of funds is for a Permitted Use.

(b) The Council shall ensure that any person responsible for the receipt and administration of funds from the Trust Revenue Account adheres to the provisions of this By-Law.

FINANCIAL REPORTING

- 4. By June 30 of the following Fiscal Year, the auditors of the First Nation shall provide a financial statement which shall be made available to the Members of the First Nation, accounting for the use and expenditure of the Annual Disbursement from the Trust Revenue Account paid during the previous Fiscal Year and that all funds have been expended in accordance with this By-Law.

GENERAL

- 5. (a) Headings form no part of this By-Law but shall be construed as being inserted for convenience of reference only.

(b) A finding by a court of competent jurisdiction that a Article or provision of this By-Law is void or invalid shall not affect or bear upon the validity or invalidity of any other Article or part of this By-Law or this By-Law as a whole.



(c) In this By-Law, words in the singular include the plural, and words in the plural include the singular.



(d) Any of the terms not defined in this By-Law shall have the same meaning as set out in the Trust Agreement.

AMENDMENTS AND REPEAL

- 6. Any amendment or repeal of this By-Law shall only be made by a ratification vote held pursuant to the Sucker Creek First Nation Agricultural Benefits Settlement Trust Voting Guidelines if over fifty percent (50%) of all of the Electors vote and over fifty percent (50%) of the votes cast by the Electors who vote are in favor of the amendment or repeal of this By-Law.
- 7. This By-Law shall come into force immediately upon being approved by the Minister of Indigenous Services.

**THIS BY-LAW IS HEREBY PASSED BY BAND COUNCIL RESOLUTION OF THE
SUCKER CREEK FIRST NATION AT A DULY CONVENED MEETING HELD ON
THE 18 DAY OF June, 2021, A QUORUM EXISTING.**


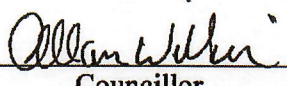
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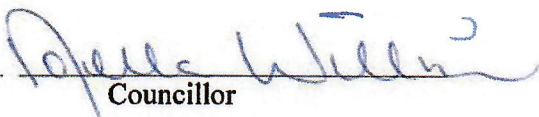
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Witness  _____ Councillor 

Witness  _____ Councillor 

Witness  _____ Councillor 

Witness  _____ Councillor 

Witness  _____ Councillor 

Appendix "1" of Sucker Creek First Nation
Agricultural Benefits Settlement Trust Revenue Account By-Law

Permitted and Prohibited Expenditures for Annual Disbursement from the Legacy Account

- (a) the creation, general administration and governance of this Trust;
- (b) the acquisition of lands;
- (c) culture, heritage and language;
- (d) First Nation governance, including programs and services;
- (e) economic development;
- (f) environment and natural resources;
- (g) education, training, bursaries, and scholarships;
- (h) infrastructure and housing;
- (i) sport and recreation;
- (j) funeral support payments for Members;
- (k) advancement of Indigenous rights including legal costs related to the advancement of treaty rights or the resolution of specific claims;
- (l) Authorized Loan Payments and associated costs and debt servicing obligations with respect to Authorized Loans, and any derivative contracts to mitigate interest risk with respect to Authorized Loans, in accordance with this Trust;
- (m) indemnification of the Trustee in accordance with this Trust; or
- (n) as otherwise permitted pursuant to the terms of this Trust Agreement.

Prohibited Uses. No disbursements of Trust Property may be made for the purpose of:

- (a) financing private business and private housing projects for individuals;
- (b) unlawful activities;
- (c) financial payments to First Nation leadership;

- (d) unearned payments to Members or other individuals, including but not limited to future per capita distributions, equity financing, or loan guarantees for Member-owned businesses or privately-owned housing excluding any program-specific payments to Members.