

Ministre des Affaires indiennes et
du Nord canadien et interlocuteur fédéral
auprès des Métis et des Indiens non inscrits



Minister of Indian Affairs and
Northern Development and Federal Interlocutor
for Métis and Non-Status Indians

Ottawa, Canada K1A 0H4

I, the Minister of Indian Affairs and Northern Development, HEREBY
APPROVE, pursuant to section 83 of the *Indian Act*, the following by-law
made by the Siksika Nation, in the Province of Alberta, at a meeting held
on the 30th day of April 2010.

- **Siksika Heritage Trust Deposit
Account Expenditure By-law**

A handwritten signature in blue ink, appearing to be 'A. M. D.', written in a cursive style.

Dated at Ottawa, Ontario, this 29 day of November 2010.

**SIKSIKA HERITAGE TRUST DEPOSIT ACCOUNT EXPENDITURE
BY-LAW NO. _____**

This is a By-law for the expenditure of the funds paid to the Siksika Nation from the Siksika Heritage Trust.

WHEREAS:

- A. Siksika has established the Siksika Heritage Trust (the "Trust") to provide for the management, protection and investment of moneys settled in the Trust and which directs that certain funds be paid from the Trust to Siksika by deposit to the Siksika Heritage Trust Deposit Account (the "Deposit Account");
- B. Pursuant to Section 83 of the *Indian Act, R.S.C. 1985, c. I-5* (the "Indian Act"), the Chief and Council of Siksika may, subject to the approval of the Minister of Indian Affairs and Northern Development, enact by-laws for the appropriation and expenditure of moneys of Siksika to defray band expenses and matters arising out of or ancillary thereto; and
- C. The Council enacts this Siksika Heritage Trust Deposit Account Expenditure By-law to govern the expenditure of those funds deposited to, and expended from, the Deposit Account.

1. SHORT TITLE

- 1.1 This By-law shall be known as the *Siksika Heritage Trust Deposit Account Expenditure By-law* (the "By-law").

2. PURPOSE OF BY-LAW

- 2.1 The purpose of this By-law is to govern the management, investment and expenditure of those funds deposited to the Deposit Account, such funds to be used for the long term benefit of the current and future Members of Siksika.

3. DEFINITIONS

- 3.1 Any of the capitalized terms used in this By-law but not defined in this By-law shall have the same meaning as set out in the Trust Agreement unless the context is inconsistent therewith. In the event of any inconsistency between the terms of the Trust Agreement and the terms of this By-law, the terms of this By-law shall prevail.
- 3.2 In this By-law:
 - (a) "Annual Allotment" means the following amounts:
 - (i) for the initial fiscal year of the Trust the amount of \$1,000,000;

- (ii) for each of the next five (5) fiscal years of the Trust, an amount equal to four percent (4%) of the average of the closing market value of the Trust Property as of December 31 for all preceding fiscal years of the Trust, including the initial fiscal year of the Trust; and
 - (iii) thereafter, in each fiscal year of the Trust, an amount equal to four percent (4%) of the average of the closing market value of the Trust Property as of December 31 for the preceding five (5) fiscal years of the Trust,
- (b) **“Annual Payment”** means the Annual Payment to be deposited by the Trustee to the Deposit Account pursuant to the terms of the Trust Agreement and, for the purposes of this By-law, is deemed to include the amount of any Authorized Loan Payments paid directly by the Trustee, for and on behalf of Siksika, in each fiscal year of the Trust;
 - (c) **“Authorized Expenses”** means the administrative expenses reasonably incurred by Siksika in carrying out the terms of this By-law;
 - (d) **“Authorized Investment”** means an investment purchased with funds from the Deposit Account from those investments listed in Schedule “A” to this By-law as amended from time to time;
 - (e) **“Authorized Loan”** means a loan from a Financial Institution as lender to Siksika or the Trust, as borrower, in accordance with Article 6 of the Trust Agreement, the proceeds of which have been deposited to the Deposit Account;
 - (f) **“Authorized Loan Payments”** means those payments of principal and interest made pursuant to the Trust Agreement, by the Trustee, to service an Authorized Loan;
 - (g) **“Bassano Dam Settlement Agreement”** means the proposed agreement between Siksika, Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of Alberta, and the Eastern Irrigation District whereby certain moneys are to be paid, on behalf of Siksika, to the Trust Account;
 - (h) **“Council”** means the duly elected Chief and Council of Siksika;
 - (i) **“Council Resolution”** means a written resolution of the Council, signed by a quorum of the Council, which resolution has been passed by the Council at a duly convened meeting;
 - (j) **“Deposit Account”** means the Siksika Heritage Trust Deposit Account to be established by the Council pursuant to Section 4.1 of this By-law, into which the Annual Payment and other monies shall be deposited;
 - (k) **“Elector”** means a Member of Siksika who is at least eighteen (18) years of age or otherwise meets the definition of Elector in the Siksika Referendum Regulations;

- (l) **“Financial Administration Law”** means Siksika’s *Financial Administration Law* as amended from time to time;
- (m) **“Investment Consultant”** has the same meaning as set out in the Trust Agreement;
- (n) **“Investment Counsellor”** has the same meaning as set out in the Trust Agreement;
- (o) **“Financial Institution”** means a bank, trust company or credit union duly licensed to conduct business in the Province of Alberta;
- (p) **“Fiscal Year”** means the fiscal year of Siksika which, unless otherwise determined by Council, shall be the twelve (12) month period from and after April 1 in one calendar year to and including March 31 in the succeeding calendar year;
- (q) **“Majority of Electors”** means, for the purposes of a referendum held pursuant to the Siksika Referendum Regulations regarding a proposed amendment to or repeal of this By-law, that a majority (over 50%) of the Electors vote and that at least a majority (over 50%) of those Electors who vote, vote in favour of the question or proposal on the ballot;
- (r) **“Member”** means a person whose name appears on the Membership List;
- (s) **“Membership List”** means the list of members of the Siksika Nation maintained for Siksika pursuant to the Indian Act or, if Siksika has control of the membership function as provided for in the Indian Act, then the membership list maintained by Siksika in accordance with its membership rules;
- (t) **“Siksika”** means the Siksika Nation, as represented by its Council;
- (u) **“Siksika Referendum Regulations”** means the guidelines adopted by Council, from time to time, that detail the procedures to be followed with respect to any vote regarding a proposed amendment or repeal of this By-law, provided that should the Council not have adopted such guidelines then it shall mean the *Indian Referendum Regulations, C.R.C. 1978, c.957*, as amended by *SOR/94-369, Sched. H* and by *SOR/2000-392*, all as amended or replaced from time to time;
- (v) **“Trust”** means the Siksika Heritage Trust established by the Trust Agreement;
- (w) **“Trust Agreement”** means the Siksika Heritage Trust Agreement; and
- (x) **“Trustee”** means the Trustee for the Siksika Heritage Trust.

3.3 In the event of a conflict between this By-law and the provisions of any other law made by Siksika or its Council, this By-Law shall prevail to the extent of the conflict.

3.4 Where there is a reference to a number of days in this By-law it is deemed to be a reference to calendar days and in calculating the number of days, the day on which the first event happens is excluded and the day on which the last event happens is included.

4. ESTABLISHMENT OF DEPOSIT ACCOUNT

4.1 The Council shall establish the Deposit Account in a Financial Institution situated on a reserve, and such account shall be governed by the Council in accordance with this By-law and Siksika's *Financial Administration Law*. The Council shall maintain the Deposit Account for as long as the Trust remains in existence.

4.2 Siksika may from time to time deposit other funds into the Deposit Account, in addition to the Annual Payment and Authorized Loans. These funds may come from any source. Once such funds are deposited to the Deposit Account the terms of this By-law shall apply to such funds.

5. INVESTMENT OF FUNDS

5.1 Any funds deposited to the Deposit Account may be invested in Authorized Investments and any income generated by the investment of the funds shall be deposited to the Deposit Account.

6. CONTRIBUTION TO TRUST

6.1 In the event the Annual Payment in any fiscal year of the Trust is greater than the Annual Allotment for that fiscal year of the Trust, then the Council shall cause to be deposited to the Trust Account an amount equal to the amount by which the Annual Payment exceeds the Annual Allotment and such contribution shall be made as soon as is reasonably possible after the Annual Payment is deposited to the Deposit Account but, in any event, no later than May 31 of the Fiscal Year in which that Annual Payment is made.

7. AUTHORIZED LOAN PAYMENTS

7.1 The Council may, subject to and in accordance with the Trust Agreement, authorize the Trustee to:

(a) provide Authorized Loan Guarantees; and

(b) make Authorized Loan Payments.

7.2 All Authorized Loans shall be deposited into the Deposit Account.

8. EXPENDITURE OF FUNDS

8.1 Moneys held in the Deposit Account shall be distributed or expended for the use and benefit of Siksika and its Members.

- 8.2 The Council is, pursuant to clause 8.1 of the Bassano Dam Settlement Agreement, required to expend, within eight (8) years of the effective date of that agreement, a minimum of Four Million Dollars (\$4,000,000) to expand Siksika's irrigation enterprises, and the Council shall include this obligation in its annual budget process as set out in Section 9.
- 8.3 Any Annual Allotment amount remaining in the Deposit Account at the end of a Fiscal Year can, at the Council's discretion, either remain in the Deposit Account to be used in the next Fiscal Year, or be contributed by Siksika to the Trust.

9. ANNUAL BUDGET

- 9.1 The Annual Allotment and the proceeds of any Authorized Loans shall not be expended except in accordance with Section 8 and this Section 9.
- 9.2 The Council shall, within sixty (60) days prior to the end of each Fiscal Year, prepare in accordance with the Financial Administration Law an annual plan and budget for the next Fiscal Year setting out the proposed expenditures and deliverables related to the Annual Allotment and any new Authorized Loan(s), such annual plan and budget to identify the expenditures to be made, including any Authorized Loan Payments, and the deliverables to be achieved from such expenditures. The annual plan and budget shall provide sufficient information to permit the Members to identify the expenditures and benefits that will accrue to Siksika and its Members.
- 9.3 The annual plan and budget for any Fiscal Year must be approved by Council Resolution, in accordance with the Financial Administration Law, prior to expending the Annual Allotment and any new Authorized Loans for that Fiscal Year. For greater certainty, any Authorized Loan Payments obligations committed to by the Trustee shall remain in force and effect and shall be made regardless of whether the annual plan and budget for any Fiscal Year is approved by the Council.
- 9.4 The Council may, at any time, amend the annual plan and/or annual budget during a Fiscal Year, however, all Authorized Loan Payments obligations committed to by the Trustee shall remain in force and effect and shall be made notwithstanding the amendment to the annual plan and/or annual budget by the Council.
- 9.5 Upon approving the annual plan and budget or approving an amendment to the annual plan and/or the annual budget the Council shall:
- (a) post a copy of the annual plan and budget or any amendment in an area of the administrative offices of Siksika to which the Members have access;
 - (b) provide, at Siksika's expense, a copy of the annual plan and budget or any amendment to each Member upon request.

10. PROTECTION, ACCOUNTABILITY AND ENFORCEMENT

- 10.1 The Council shall not:
- (a) lend, release, distribute or advance funds held in the Deposit Account except in accordance with this By-law; or
 - (b) use funds held in the Deposit Account as security or collateral for any loan, mortgage, pledge or any other charge.
- 10.2 Within one hundred and twenty (120) days of the end of each Fiscal Year, the Council shall ensure that audited financial statements are prepared detailing the activities of, and expenditures from, the Deposit Account, such audited financial statements to be in comparative form regarding the Deposit Account and containing, at a minimum, the following:
- (a) a balance sheet;
 - (b) a statement of revenues and expenditures and a comparison of these with amounts stated in the annual budget as amended during the Fiscal Year; and
 - (c) any other information necessary for a fair presentation of the financial position of the Deposit Account.
- 10.3 Unless otherwise directed by Council by means of a Council Resolution, the accounting and auditing requirements for the Deposit Account shall be completed by Siksika's auditor together with, and consolidated with, the other accounts of Siksika, and the auditor for the Deposit Account shall be the same auditor appointed by the Council to audit the other financial records of Siksika.
- 10.4 The financial statements required by Section 10.3 shall be prepared in accordance with the Canadian generally accepted accounting principles or in accordance with the disclosed basis of accounting of the Canadian Institute of Chartered Accountants, and audited in accordance with generally accepted auditing standards by an independent auditor who is a member in good standing of an association of auditors incorporated under the laws of the Province of Alberta. The audit shall include a general review of the adequacy of the accounting procedures and systems of control employed to operate the Deposit Account.
- 10.5 Copies of the audited financial statements shall be posted in the administrative offices of Siksika, in an area to which the Members have access, within fifteen (15) days of Council approving the audited financial statements, and any Member shall be entitled to receive a copy of the audited financial statements.
- 10.6 The Council shall conduct a community information meeting with the Members in each Fiscal Year, at which the Council shall present the audited financial statements for the Deposit Account for the previous Fiscal Year and provide a report which reconciles and

compares the actual expenditures and deliverables from the Deposit Account with the approved annual plan and budget, as amended, for that same Fiscal Year.

10.7 No civil proceedings lie against a member of Council or an employee of Siksika for anything done, or omitted to be done:

(a) during the course of the exercise or performance in good faith of such person's duties or obligations in accordance with the Trust Agreement, this By-law, the Indian Act, a Council Resolution or other Siksika law; or

(b) in accordance with the opinions or advice obtained from a trustee, solicitor, auditor, valuer, investment counsellor, appraiser or other expert who is reasonably considered to be a person or persons whom reliance may be placed with respect to the matter in issue under the circumstances.

10.8 Members of Council and any person whom, at the request of Council, is serving or shall have served as an employee or agent of Siksika in respect of this By-law shall be indemnified and saved harmless by Siksika against all losses, claims, damages, liabilities, obligations, and reasonable costs and expenses (including judgments, fines, penalties, amounts paid in settlement and counsel and accountants' fees) of whatsoever kind or nature incurred by, borne or by asserted against any such indemnified parties in any way arising from any act or omission in relation to the exercise or performance in good faith of such person's duties or obligations, unless such losses, claims, damages, liabilities, obligations, costs and expenses (including judgments, fines, penalties, amounts paid in settlement, and counsel and accountants' fees) arise from the fraud, willful default or negligence of such party.

10.9 The right to indemnification set forth in Section 10.8 shall not be exclusive of any rights to which the Council member or any person referred to in that section may be entitled as a matter of law or equity or which may be lawfully granted to him by agreement or a court of law.

11 AMENDMENTS AND REPEAL

11.1 No amendments shall be allowed under any circumstances to Section 6.1 of this By-law.

11.2 No amendment or repeal of this By-law is valid unless initiated by Council Resolution and approved by a Majority of Electors who cast ballots in a referendum held pursuant to the Siksika Referendum Regulations.

11.3 Notwithstanding Section 11.2, amendments to Schedule "A" may be approved by Council Resolution after the Council has first received advice, in writing, from an Investment Consultant and/or Investment Counsellor stating the terms and consequences of the amendment.

12. GENERAL

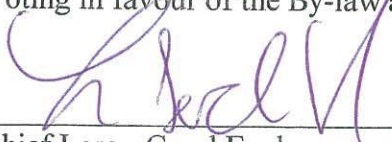
- 12.1 Headings form no part of this By-law, but shall be considered as being inserted for reference only.
- 12.2 A finding by a court of competent jurisdiction that a section or provision of this By-law is void or invalid shall not affect or bear upon the validity or invalidity of any other section or part of this By-law or this By-law as a whole.
- 12.3 In this By-law, words in the singular include the plural, and words in the plural include the singular.

13. COMING INTO FORCE

- 13.1 This By-law shall come into force on the later of the date this By-law is approved by the Minister of Indian Affairs and Northern Development and the Effective Date of the Trust.

This By-law is hereby made at a duly convened meeting of the Council this 30 day of April, 2010.

Voting in favour of the By-law are the following members of the Council:



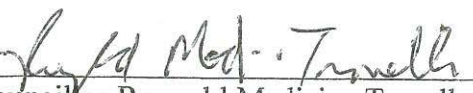
Chief Leroy Good Eagle



Councillor Roy Bear Chief

Councillor Carlon Big Snake

Councillor Scotty Many Guns



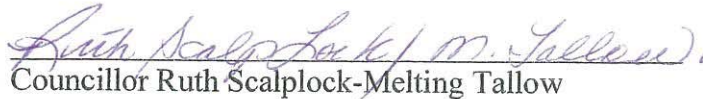
Councillor Reynold Medicine Traveller

Councillor Kendall Panther Bone

Councillor Lena Running Rabbit



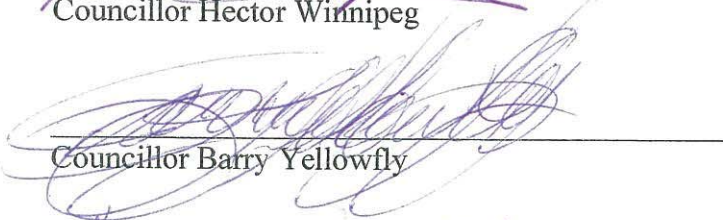
Councillor Morris Running Rabbit



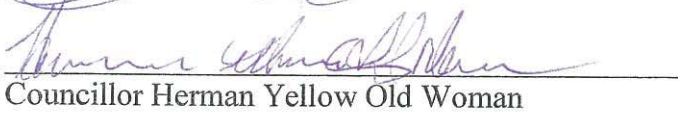
Councillor Ruth Scalplock-Melting Tallow



Councillor Hector Winnipeg




Councillor Barry Yellowfly



Councillor Herman Yellow Old Woman

Councillor Charles (Vincent) Yellow Old Woman

being the majority of those members of the Council present at the aforesaid meeting of the Council.

 I, LEROY GOOD EAGLE, Chief of the Siksika Nation, do hereby certify that a true copy of the foregoing By-law was provided to the Minister of Indian Affairs and Northern Development.

SCHEDULE "A"

AUTHORIZED INVESTMENTS

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or a Municipality of Canada, or mutual or pooled funds investing in such debt instruments, all of which shall have a term not exceeding three years.
2. Debt instruments issued or guaranteed by any of the following chartered banks including bankers' acceptances:

Bank of Montreal;
Royal Bank of Canada;
Canadian Imperial Bank of Commerce;
Toronto-Dominion Bank;
National Bank of Canada; and
Bank of Nova Scotia;

including mutual or pooled funds thereof investing in such debt instruments, all of which shall have a term not exceeding three years.
3. Mortgage backed securities guaranteed by the Government of Canada, an agency of the Government of Canada, or one of the above chartered banks, including mutual or pooled funds thereof investing in such securities, all of which shall have a term not exceeding three years.
4. Commercial paper issued by corporations rated R-1 or A-1 by the Dominion Bond Rating Services or Standard and Poor's Bond Rating Services including mutual or pooled funds investing in commercial paper, all of which shall have a term not exceeding three years.
5. Corporate Bonds rated A or better by the Dominion Bond Rating Services or Standard and Poor's Bond Rating Services including mutual or pooled funds thereof investing in such corporate bonds, all of which shall have a term not exceeding three years.