

CERTIFICATION

Pursuant to Section 86, Indian Act RSC 1985 C.I-5 and amendments thereto, I certify that the attached copy of the Doig River Indian Band Financial Administration By-law dated 25th day of May, 2004 is a true copy of the said by-law.

Thomas Howe, Director
Lands and Trust Services,
a Superintendent as defined in
Sec 2(1) Indian Act RSC 1985

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
bylaw made by the Doig River Indian Band, in the Province of British
Columbia, at a meeting held on the 25th day of May 2004

- **Doig River Indian Band
Financial Administration Bylaw**



Dated at Ottawa, Ontario this 18th day of August 2004.

Canada

DOIG RIVER INDIAN BAND

BYLAW NO. 4

WHEREAS:

- A. The Council of the Doig River Indian Band deems it advisable and in the best interests of the Band to establish a bylaw to regulate the appropriation, control, management and expenditure of all moneys of the Doig River Indian Band;
- B. The Council of the Doig River Indian Band may, under paragraph 83 of the *Indian Act*, subject to the approval of the Minister of Indian Affairs and Northern Development, make bylaws:
 - (1) for the appropriation and expenditure of moneys of the band to defray band expenses (paragraph 83(1)(b)), and
 - (2) with respect to any matter arising out of or ancillary to the exercise of the aforementioned power (paragraph 83(1)(g));

NOW THEREFORE BE IT RESOLVED that the Council of the Doig River Indian Band, at a duly convened meeting, enacts the following bylaw:

PART 1 - INTERPRETATION

SHORT TITLE

- 1 This bylaw may be cited for all purposes as the Doig River Indian Band Financial Administration Bylaw.

HEADINGS

- 2 The headings of parts and sections in this bylaw have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this bylaw or any of its provisions.

DEFINITIONS

- 3 The following terms, whenever used in this bylaw, or in any resolution of the council dealing with this bylaw, shall have the meanings respectively ascribed to them in this section unless the context otherwise requires:

“Act” means the *Indian Act*, R.S.C., Chapter I-5, including the regulations established thereunder, and any amendments thereto, all as amended from time to time,

“Annual Budget” means the annual budget required to be prepared under section 15,

“Annual Financial Statement” means the annual comparative consolidated financial statement required to be prepared under section 40,

“Auditor” means a chartered accountant who is a member, or a partnership of chartered accountants whose partners are members, in good standing of the Canadian Institute of Chartered Accountants,

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"Band" means the Doig River Indian Band,

"Band Auditor" means the Auditor appointed from time to time by the Council under section 13,

"Band Business" includes:

- (a) any Subsidiary Entity, and
- (b) any subsidiary of a Subsidiary Entity,

in respect of which Band Money or Business Money has at any time in any manner been invested,

"Band Deposit Account" means any type of account that is available at any Canadian chartered bank, trust company, loan company or credit union, including without limiting the generality of the foregoing any type of deposit or form of investment available at any Canadian chartered bank, trust company, loan company or credit union established by the Council in the name of the Band,

"Band Manager" means the Band Manager appointed from time to time by the Council,

"Band Meeting" means a meeting called by the Council, of which the Electors have been notified by a written notice (a) posted at one conspicuous place on the Doig River Reserve, and (b) mailed to Members who do not reside on the reserve,

"Band Money" means all Capital Money, Contribution Money, Local Money and Revenue Money, but does not include Business Money or Trust Money,

"Bill of Exchange" means a Bill of Exchange within the meaning of the *Bills of Exchange Act*, R.S.C. 1985, Chapter B-4, and any amendments thereto, all as amended from time to time,

"Business Money" means all money that is received, managed or expended by a Band Business for so long as it is with property authority under the control of that Band Business,

"Capital Money" means all Capital Money of the Band within the meaning of section 62 of the *Act*,

"Cheque" means a cheque within the meaning of the *Bills of Exchange Act*, R.S.C. 1985, Chapter B-4, and any amendments thereto, all as amended from time to time,

"Contribution Agreement" means any written agreement between the Band as represented by the Council and any other party, including without limiting the generality of the foregoing any Minister of Her Majesty the Queen in Right of Canada or in Right of the Province of British Columbia, under which money is to be paid to the Council on behalf of the Band is required under such agreement to be administered and expended by the Council in accordance with the terms and conditions thereof,

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“Contribution Money” means all money paid to the Council on behalf of the Band under a Contribution Agreement,

“Council” means the council of the Band,

“Council Member” means any member of the Council, including the chief councillor,

“Elector” means elector within the meaning of the *Act*,

“Entity” means any corporation, partnership, association or society,

“Expenditure Commitment” means any of the following instruments, namely:

- (a) a travel warrant,
- (b) a travel expense claim,
- (c) a letter signed by the Band Manager authorizing an expenditure,
- (d) a purchase order,
- (e) a work order, or
- (f) a written agreement where under the Band is obligated to make an expenditure.

“Finance Manager” means the finance officer appointed from time to time by the Council,

“Fiscal Year” means the year commencing on the first day of April of a calendar year and ending on the last day of March of the next following calendar year,

“Local Money” means all money of the Band that is neither Capital Money, Contribution Money, Revenue Money, Trust Money nor Business Money, and without limiting the generality of the foregoing includes all money received by the Band from a Band Business that is no longer Business Money,

“Management Employee” means any person, other than the Band Manager, employed by the Band, other than through a Band Business, who is not included as an “employee” within the meaning of the definition given for the term “employee” in:

- (a) subsection 107(1) of the *Canada Labour Code*, R.S.C. 1985, Chapter L-2, and any amendments thereto, all as amended from time to time, or
- (b) a collective agreement in effect in respect of Band employees,

“Member” means a member of the Band,

“Mineral” means ore of metal and every natural substance that can be mined and that:

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- (a) occurs in fragments or particles lying on or above or adjacent to the bedrock source from which it is derived, and commonly described as talus, or
- (b) is in the place or position in which it was originally formed or deposited, as distinguished from loose, fragmentary or broken rock or float which by decomposition or erosion of rock, is found in wash, loose earth, gravel or sand,

and includes coal, petroleum and all other hydrocarbons, regardless of gravity and howsoever and wheresoever recovered, natural gas, building and construction stone, limestone, dolomite, marble, shale, clay, sand and gravel,

“Minister” means the Minister of Indian Affairs and Northern Development,

“Person” includes any individual, corporation, partnership, association or society,

“Reserve” includes all reserves of the Band.

“Revenue Money” means all revenue money of the Band within the meaning of section 62 of the *Act*,

“Subsidiary Entity” means any Entity that is controlled by:

- (a) the Band, the Council, Council Members, a Member or Members, on behalf of the Band,
- (b) the Band, the Council, a Council Member, Council Members, a Member or Members, on behalf of the Band, and one or more corporations, each of which is controlled by the Band, the Council, a Council Member, Council Members, a Member or Members, on behalf of the Band, or
 - (i) two or more corporations, each of which is controlled by the Band, the Council, a Council Member, Council Members, a Member or Members, on behalf of the Band,

where the word “control” means to hold shares carrying a sufficient number of votes, if exercised, to elect a majority of the directors of the corporation.

“Trust” means the Doig River First Nation Trust created as of the 13th day of December, 2001;

“Trustees” means the trustees of the Trust;

“Trust Money” means all monies paid to the Band, or the Council on behalf of the Band, by the Trustees;

SEVERABILITY

- 4 If a Court of competent jurisdiction declares any section or part of a section of this bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced the

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Council to pass the remainder of this bylaw and it is hereby declared that the remainder of this bylaw will be valid and will remain in force.

RECOMMENDATIONS OF BAND AUDITOR

- 5 (1) Schedule "A" to this bylaw forms a part hereof.
- (2) All recommendations of the Band Auditor set out in Schedule "A" to this bylaw must be complied with by the Person or Persons in respect to which such recommendations are made.

CONFLICT WITHIN BYLAW

- 6 If, and to the extent only that, any provision of Schedule "A" to this bylaw and any provision elsewhere contained in this bylaw are at variance, the provision elsewhere contained in this bylaw prevails.

CONFLICT BETWEEN BYLAW AND CONTRIBUTION AGREEMENT

- 7 If any term or condition of any Contribution Agreement and any provision of this bylaw, including without limiting the generality of the foregoing any provision of Schedule "A" to this bylaw, are at variance, the term or condition of the Contribution Agreement prevails for the term that the Contribution Agreement remains in effect to the extent necessary to ensure compliance by the Band as represented by the Council with the term or condition.

CONFLICT BETWEEN BYLAW AND ACT

- 8 If, and to the extent only that, any provision of the *Act* and any provision of this bylaw are at variance, the provision of the *Act* prevails.

PART 2 - COMPLIANCE WITH BYLAW

- 9 (1) The Council, Council Members and all employees of the Band, and all directors, officers and employees of any Band Business, including without limiting the generality of the foregoing the Band Manager and Finance Manager, shall act for and on behalf of the Band or Band Business, as the case may be, in respect of the appropriation, control, management and expenditure of Band Money, Trust Money or Business Money, as the case may be, in accordance with the requirements of this bylaw.
- (2) In appropriating, controlling, managing and expending Band Money, Trust Money and Business Money the Band must do so in accordance with the requirements of this bylaw.

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PART 3 - BAND MANAGER

VACANCY IN OFFICE

- 10 In the event of a vacancy in the office of the Band Manager, or inability for any reason of the Band Manager to perform the duties and responsibilities of the Band Manager prescribed in this bylaw, the Council must appoint an employee of the Band as acting Band Manager for the duration of such vacancy or inability, and the employee will, for so long as he fills such office, have the powers and perform the duties of the Band Manager prescribed in this bylaw.

SUPERVISION OF FINANCE MANAGER

- 11 The Band Manager must, in addition to any specific duties prescribed for the Band Manager elsewhere in this bylaw, supervise the Finance Manager in the carrying out of the duties of the Finance Manager prescribed in this bylaw.

CONSERVATION OF RECORDS

- 12 (1) The Band Manager must, in addition to any specific duties prescribed for the Band Manager elsewhere in this bylaw, comply with and cause all procedures specified in this section to be complied with.
- (2) An original copy of every document required to be prepared, and of every record required to be made, under this bylaw by the Band or any Band Business, will be kept by the Band for not less than seven years from the date of the preparation or making thereof and may, subject to subsection (3) and the requirements of good business practice, thereafter be destroyed.
- (3) An original copy of every Annual Financial Statement or financial statement of any Band Business or other permanent photographic or electronic copy thereof must be kept at all times by the Band as part of the permanent financial records of the Band.

PART 4 - APPOINTMENT AND POWERS OF AUDITOR

- 13 (1) The Council must forthwith after the making of this bylaw appoint an Auditor to prepare those financial statements required to be prepared by the Band Auditor from time to time under this bylaw.
- (2) The Council may as it in its discretion determines terminate the services of any Auditor appointed by the Council under this section.
- (3) Forthwith upon termination of the services of any Auditor under subsection (2), the Council must appoint another Auditor to replace the Auditor so terminated.
- (4) The Band Auditor will have access at all times to every record, document, instrument, Deposit Account statement and voucher of the Band and of every Band Business, and is entitled to require from the Council, Council Members and employees of the Band, and the directors, officers and

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employees of any Band Business, information and explanations necessary, in his opinion, to enable him to report as required by this bylaw.

PART 5 - DEPOSIT ACCOUNTS

- 14** (1) The Council may as it in its discretion determines, and will as required to comply with the requirements of this bylaw, contract from time to time for, on behalf of, and in the name of the Band for any services offered by any Canadian chartered bank, trust company, loan company or credit union.
- (2) Without limiting the generality of subsection (1), the Council must from time to time establish with one or more Canadian chartered banks, trust companies, loan companies or credit unions one or more Band Deposit Accounts.
- (3) The Council may from time to time as it in its discretion determines terminate any contract entered into under subsection (1) or close any Band Deposit Account.
- (4) Notwithstanding anything to the contrary contained in subsection (3), the Council must at all times keep at least one Band Deposit Account open.
- (5) For the purposes of subsections (6) and (7), the Band Manager will, in the event the Band Manager is a Council Member, be treated as not being a Council Member.
- (6) The Council:
- (a) must from time to time authorize three, or such other number of Council Members as it may decide from time to time, and the Band Manager, and
 - (b) may from time to time authorize such other Management Employees as it in its discretion determines,
- to be a signing officer of the Band to sign Cheques and other Bills of Exchange drawn on any Band Deposit Account.
- (7) The Council may at any time issue a Band Council Resolution (BCR) and without giving the affected Person prior notice:
- (a) withdraw any authorization given by it under subsection (6) to any of Council Members, but at the time of such withdrawal to subsection (6) authorize another Council Member to be a signing officer of the Band, and
 - (b) in the event that the Band Manager fails to comply with any provision of this bylaw or is suspected on reasonable grounds of misappropriation of Band Money, Trust Money or Business Money or of any other criminal wrong doing, withdraw the authorization given by it under subsection (6) to the Band Manager, but may at any time thereafter under subsection (6) in its discretion again authorize the Band Manager to be a signing officer of the Band.

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- (8) The authorization of the Council given to a Council Member, the Band Manager or other Management Employee under subsection (6) will terminate for all purposes:
- (a) in the case of the person having received such authorization being one of the three Council Members referred to, immediately upon that person ceasing to be a Council Member, or
 - (b) in the case of the person having received such authorization being the Band Manager or other Management Employee, immediately upon that person ceasing to be the Band Manager or other Management Employee, as the case may be.
- (9) Every Cheque or other Bill of Exchange drawn on any Band Deposit Account must be signed by at least two persons authorized to be a signing officer of the Band under subsection (6).

PART 6 - ANNUAL REPORT**PREPARATION**

- 15 (1) By February 28th during each Fiscal Year the Council must cause to be prepared and review and approve a budget showing the estimated receipt and expenditures of Band Money for the next ensuing Fiscal Year.
- (2) Any portion of the budget dealing with Revenue Money or Capital Money, together with a management plan, must be referred by the Council to a Band Meeting for approval by the Electors thereat on or before March 31st of the same Fiscal Year as such budget is required to be prepared during under subsection (1).

INSPECTION

- 16 A true copy of the Annual Budget must be available during reasonable business hours of any business day at the Band Office to the inspection of any Member upon a request for such inspection being made to the Band Manager.

PART 7 - BOOKKEEPING

- 17 The Band Manager is responsible to ensure that the Finance Manager does, and the Finance Manager must, at all times cause to be maintained an adequate accounting system in respect of all Band Money and Trust Money, and to be kept as a part of such accounting system, records of all financial transactions involving
- (a) all Band Money affecting assets, liabilities and equity of the Band, and
 - (b) all Trust Money received and expended by the Band.

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DAILY RECORDS

18 The records required to be kept under section 17 must include:

- (a) a record of revenues, in which must be recorded, on a daily basis, all revenues and other receipts of the Band.
- (b) a record of expenditures, in which must be recorded, on a daily basis, all expenditures made by the Band and the matters in respect of which each expenditure has been made,
- (c) a record of purchases, in which must be recorded, on a daily basis, all liabilities incurred for services or benefits received by the Band but not yet paid for, and
- (d) a general journal, in which must be recorded, on a daily basis, full details of all financial transactions of the Band which are not required under paragraphs (a), (b) or (c) to be recorded elsewhere.

PAYROLL RECORDS

19 The records required to be kept under section 17 must include a record of payroll, in which must be recorded, by pay period, in respect of each employee of the Band, full details of gross earnings, payroll deductions and liability for net wages payable.

GENERAL LEDGER

20 The records required to be kept under section 17 must include a general ledger updated at least monthly, in which must be recorded, in individual ledger accounts, details of all assets, liabilities and equity of the Band, but excluding such details in respect of Band Businesses, calculated on the basis of all information accumulated in the daily records required to be kept under paragraphs 18(a) through 18(d) and section 19.

MONTHLY RECONCILIATIONS

- 21** (1) Bank reconciliations in respect of all Band Deposit Accounts must be prepared at least monthly upon receipt of bank statements and cancelled Cheques relating thereto.
- (2) Monthly statements of revenues and expenditures of Band Money and Trust Money must be prepared from the information contained in the general ledger required to be kept under section 20 following the completion of posting for each month.

MONTHLY FINANCIAL STATEMENT

- 22** (1) The Finance Officer must no later than the 15th day of each month prepare and deliver to the Band Manager a Financial Statement in respect of
- (a) all Band Money showing:

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- (i) an itemization of all revenues received and expenditures made during the preceding month,
 - (ii) standing of the general ledger balances required to be kept under section 20 as at the last day of the preceding month, and
 - (iii) any other information that may from time to time be required or requested by the Band Manager, and
- (b) all Trust Money showing:
- (i) an itemization of all receipts and expenditures during the preceding month,
 - (ii) any unexpended balance as at the last day of the preceding month, and
 - (iii) any other information that may from time to time be required by the terms of the Trust or requested by the Band Manager.
- (2) Each monthly financial statement prepared and delivered by the Finance Manager to the Band Manager under subsections (1) and (2) must be read and presented by the Band Manager for examination at the next regular meeting of the Council held after the financial statement is delivered to the Band Manager.

PART 8 - INCOME

GENERALITY

- 23 The Band Manager must in respect of all Band Money and Trust Money cause all records specified in this part to be kept, and must comply with and cause all procedures specified in this part to be complied with.

RECEIPT OF BAND MONEY AND TRUST MONEY

- 24 (1) All Band Money and Trust Money forthwith upon receipt thereof must, regardless of who first receives it:
- (a) if received in the form of a Cheque, must be entered in the Cheque Register and be stamped with the words "For Deposit Only into an Account of the Doig River Indian Band", and
 - (b) subject to paragraph (a), be provided to the Finance Manager.
- (2) The Finance Manager must:
- (a) receive and safely keep all Band Money and Trust Money,

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- (b) except as is otherwise provided in this bylaw, deposit into, and keep all Band Money and Trust Money received in, a Band Deposit Account or Band Deposit Accounts,
- (c) make bank deposits on a regular basis and in any event no less frequently than twice per month.

SAFEKEEPING OF MONEYS

- 25** All precautions reasonably required to ensure the safekeeping of all Band Money and Trust Money from the time of receipt thereof until deposit, must be taken.

PART 9 - INVOICING

AUTHORITY TO CHARGE

- 26** No person may be charged by the Council for the performance of work, supply of goods or rendering of services provided by or through the Council on behalf of the Band or any other Person unless the Council is permitted or required to charge in respect of the work, goods or services by:

- (a) a Band bylaw, Policy, or
- (b) a Band Council resolution, and
- (c) an agreement with the Person receiving such work, goods or services,

that establishes the amount, or a method of calculating the amount, to be charged for such work, goods or services.

PROCEDURE

- 27** (1) Where work, goods or services are provided by or through the Council on behalf of the Band or any other Person for a fee or other charge, an invoice for payment for the work, goods or services must be rendered under this section.
- (2) Subject to subsections (3) and (4), the Finance Manager will be responsible to ensure invoices are rendered under this section.
- (3) The Finance Manager may from time to time direct a Management Employee as he in his discretion determines to be responsible to ensure invoices in respect of particular work, goods or services are rendered under this section, and any Management Employee so directed will, within the Band administration and for the purposes of this section, for so long as such directive remains in effect, be designated an "Accounts Receivable Manager".
- (4) A directive given by the Finance Manager under subsection (3):
- (a) must be in writing and specify:

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- (i) the Management Employee who is to be an Accounts Receivable Manager,
 - (ii) the type or types of work, goods or services that such Accounts Receivable Manager is to be responsible to ensure invoices are rendered for under this section, and
 - (b) may be withdrawn at any time by the Finance Manager giving either written or oral notice of such withdrawal to the Accounts Receivable Manager.
- (5) All Invoices must:
- (a) have the words "Doig River Indian Band, Invoice" or "Doig River Indian Band Council, Invoice" printed on them,
 - (b) be rendered forthwith upon provision of the work, goods and services, or at such later time as is provided for in a Band bylaw or Band Council resolution and an agreement in effect in respect of the work, goods or services at the time they are provided,
 - (c) show as being payable for the work, goods or services being invoiced for, the amount established by, or calculated under, the Band bylaw, Band Council resolution or an agreement referred to in subsection 26(c) that is then in effect in respect of the work, goods or services,
 - (d) be reviewed by the Accounts Receivable Manager to ensure that it complies with the provisions of this section.
- (6) Each month, outstanding invoices must be aged in accordance with proper accounting procedures and every reasonable effort must be made to collect outstanding invoices.

PART 10 - EXPENDITURES

GENERALLY

- 28 The Band Manager must in respect of all Band Money and Trust Money cause all records specified in this part to be kept, and comply with and cause all procedures specified in this part to be complied with.

PAYMENTS GENERALLY

- 29 Subject to the provisions of this bylaw, the Band Manager must cause to be paid out of all Band Money and Trust Money such amounts to such party or parties and in such manner as the Council by bylaw or Band Council resolution from time to time directs.

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CAPITAL MONEY AND REVENUE MONEY

- 30 No Capital Money or Revenue Money may be expended or committed for any purpose unless the expenditure or commitment is provided for in a budget and a management plan referred by the Council to a Band Meeting under subsection 15(2) and approved by the Electors present thereat.

CONTRIBUTION MONEY AND LOCAL MONEY

- 31 No Contribution Money or Local Money may be expended or committed for any purpose unless such expenditure or commitment is either:
- (a) provided for in a budget approved by the Council, or
 - (b) in the event of the necessity to make an expenditure not provided for in such a budget, specifically approved by the Council.

TRUST MONEY

- 32 Trust Money may only be expended:

- (a) to settle on the Trustees the amount specified in a request by the Trustees,
- (b) for distribution to Members 19 years of age and older in accordance with a directive of the Trustees, and
- (c) for services, programs or activities approved by the Trustees,

in accordance with the terms of the Trust.

GUARANTEES

- 33 Without limiting the generality of sections 30 and 31, the Council must not grant on behalf of the Band any guarantee or guarantees of the payment of the indebtedness of any Person, Persons or the Band from Capital Money or Revenue Money unless the granting of any such guarantee or guarantees is approved in advance by the Electors at a Band Meeting.

PAYMENTS TO PERSONS

- 34 (1) Full details of any payment from Band Money or Trust Money to any Person must be recorded in the record of expenditures required to be kept under paragraph 18(b).
- (2) Cheques must not be released to any Person other than the payee unless satisfactory proof of authority to receive the Cheque, in a manner specified by the Council or the Band Manager, is provided to the Person releasing the Cheque prior to such release.

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EXPENDITURE APPROVAL

35 No expenditure may be made from Band Money or Trust Money without there having first been received by each Person signing the Cheque in respect of the expenditure or, in the event that the expenditure is being made from petty cash or by direct deposit, by the Person making the expenditure, the following documents, namely:

- (a) an Expenditure Commitment issued and signed by the Band Manager or by a Program Manager authorized by the Band Manager under section 36 to issue and sign such an Expenditure Commitment, or
- (b) an invoice in respect of the expenditure approved in writing by the Band Manager or Appropriate Program Manager authorized by the Band Manager under section 36 to approve such an invoice.

DELEGATION OF EXPENDITURE APPROVAL

36 (1) The Band Manager may from time to time authorize such Management Employee or Management Employees as he in his discretion determines, to:

- (a) issue and sign Expenditure Commitments, and
- (b) approve in writing payment of invoices in respect of expenditures made under Expenditure Commitments that have been issued and signed by the Band Manager or, under paragraph (a), by a Management Employee,

and any Management Employee so authorized will, within the Band administration and for the purposes of this part, for so long as such authorization remains in effect be designated an "Accounts Payable Manager".

(2) Any authorization given by the Band Manager under paragraph (1)(a):

- (a) must be in writing and specify:
 - (i) the Management Employee who is to be an Accounts Payable Manager for the purpose of issuing and signing an Expenditure Commitment,
 - (ii) the type or types of Expenditure Commitments that such Accounts Payable Manager may issue and sign, and
 - (iii) the dollar limit to the amount of each type of Expenditure Commitment that the Accounts Payable Manager may issue and sign, and
- (b) may be withdrawn at any time by the Band Manager giving either written or oral notice of the withdrawal to the Accounts Payable Manager from whom such authorization is being withdrawn.

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(3) Any authorization given by the Band Manager under paragraph (1)(b):

(a) must be in writing and specify:

- (i) the Management Employee who is to be an Accounts Payable Manager for the purpose of approving payment of an invoice,
- (ii) the type or types of invoices that such Accounts Payable Manager may approve,
- (iii) the dollar limit to the amount of each type of invoice that the Accounts Payable Manager may approve, and

(b) may be withdrawn at any time by the Band Manager giving either written or oral notice of the withdrawal to the Accounts Payable Manager from whom such authorization is being withdrawn.

PAYMENT FORM

37 (1) Except for payments made from petty cash, all expenditures from

(a) Band Money must be by Cheque, and

(b) Trust Money,

(i) under sections 32(a) and (c) must be by Cheque, and

(ii) under section 32(b) may be by Cheque or direct bank deposit,

(3) Without limiting the generality of section 40, backup documents must be attached to any Cheque to be signed and must be reviewed by each Person signing the Cheque before the Cheque is signed.

CHEQUE FORM

38 (1) All Cheques drawn on any Band Deposit Account must be pre-numbered with an accounting of all numbers and must otherwise be in a form as is from time to time approved by the Council.

(2) No Cheque or Bill of Exchange drawn on any Band Deposit Account may be signed in blank.

PETTY CASH

39 In respect of petty cash:

- (a) a petty cash fund may be established to reflect realistic daily operating requirements of the Band in respect of the payment from Band Money of small incidental expenses but such fund may not at any time exceed \$200.00, or such lesser amount as the Council may from time to time approve,

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- (b) without limiting the generality of section 34, a petty cash receipted invoice must be completed for each expenditure made from the petty cash fund, and at all times the total of such invoices and the balance in cash must balance to the fund total, and
- (c) responsibility for the custody of the petty cash fund must be vested in the employee of the Band that the Band Manager may from time to time designate.

PART 11 - ANNUAL FINANCIAL STATEMENT

PREPARATION

- 40** The Council must cause to be prepared and approved on or before the 31st day of July, or other such date as specified in the Contribution Agreements or terms of the Trust, in each calendar year an Annual Financial Statement for the last Fiscal Year in respect of Band Money, Trust Money and Business Money, which statement must be prepared in accordance with the provisions of this part.

STATEMENT COMPARATIVE

- 41** The Annual Financial Statement must be a:

- (a) financial statement (consolidated where applicable), and
- (b) comparative financial statement, relating separately to the latest completed financial year and the period that was the financial year next preceding the latest completed financial year.

CONTENTS

- 42** (1) Annual financial statements must be made up of a consolidated:

- (a) statement of revenues, expenditures, cash flows, deficits and surpluses for each period, and
- (b) balance sheet as at the end of each period.

- (2) The consolidated balance sheet referred to in paragraph (1)(b) must include and distinguish together with such other data as is normally included in such a balance sheet:

- (a) cash and deposits,
- (b) debts owing to the Band from any source, clearly distinguishing each source by type,
- (c) shares, bonds, debentures and other investments owned by the Band with a notation of their market value,

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- (d) the aggregate amount of any guarantees given by the Band that are in effect, with a notation identifying each Person whose indebtedness is guaranteed, the amount of such guarantee and whom the guarantee is in favour of,
- (e) bank loans and overdrafts, and
- (f) debts owing by the Band to any Members, either individually or collectively.

EXPLANATORY NOTES

43 Annual Financial Statements must include details by way of explanatory note of the Band Auditor of:

- (a) contractual obligations that will require abnormal expenditures, requirements or financial positions or that are likely to involve expenditures not provided for in the accounts,
- (b) material contractual obligations in respect of long term leases either granted or taken, including, in the year in which the transaction was effected, the principal details of any lease transaction,
- (c) contingent liabilities stating their nature, and where practicable the approximate amounts involved,
- (d) any liability secured otherwise than by operation of law on any asset stating the liability so secured,
- (e) any default in principal or interest with respect to any debt obligations or credit arrangements,
- (f) the aggregate direct remuneration paid or payable by the Band to any Council member and, as a separate amount, the aggregate direct remuneration paid or payable by any Band Business to any Council member, and
- (g) any event or transaction, other than one in the ordinary course of activities of the Band or Band Business, between the date to which the financial statement is made up and the date of the Auditor's report thereof, that materially affects the financial statement.

BAND BUSINESSES

44 (1) Notwithstanding anything to the contrary elsewhere contained in this bylaw, where a financial statement is prepared annually by an Auditor in accordance with sound accounting principles for any Band Business, such financial statement and the information contained therein is not required to be included in the Annual Financial Statement except to the extent specifically provided in this section.

- (2) There may be included in the Annual Financial Statement the assets and liabilities and income and expense of any one or more Band Businesses, making due provisions for minority interests, and indicating in it that it is presented in consolidated form.

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(3) Where the assets and liabilities and income and expense of any one or more Band Businesses are not included in the Annual Financial Statement:

(a) the Annual Financial Statement must include:

- (i) the reason why the assets and liabilities and income and expense of the Band Business or Band Businesses are not included,
- (ii) if there is only one Band Business, the amount of the Band's proportion of the profit or loss of the Band Business for the financial period coinciding with or ending in the relevant Fiscal Year of the Band, or, where there is more than one Band Business, the amount of the Band's proportion of the aggregate profits less losses, or losses less profits, of every Band Business for the respective financial periods coinciding with or ending in the relevant Fiscal Year of the Band,
- (iii) the amount included as income from the Band Business or Band Businesses in the statement of revenues, expenditures, deficits and surplus of the Band and the amount included as a provision for the loss or losses of the Band Business or Band Businesses,
- (iv) where there is only one Band Business, the amount of the Band's proportion of the undistributed profits of the Band Business earned since Band Money or Business Money was invested in the Band Business by the Band to the extent that that amount has not been taken into the accounts of the Band, or, where there is more than one Band Business, the amount of the Band's proportion of the aggregate undistributed profits of the Band Businesses earned since Band Money was invested in the Band Businesses less the Band's proportion of the losses, if any, suffered by any Band Business since Band Money or Business Moneys were invested in the Band Businesses, to the extent that the amount has not been taken into the accounts of the Band, and
- (v) any qualifications contained in the report of the Auditor of any Band Business on its financial statement for the financial period to which the report relates, and any note or reference contained in that financial statement to call attention to a matter that, apart from the note or reference, would properly have been referred to in the qualification, insofar as the matter that is the subject of the qualification or note is not provided for by the Annual Financial Statement of the Band and is material,

(b) where, in the opinion of the Band Auditor adequate provision has not been made in the financial statement of a Band Business or Band Businesses for the Band's proportion where:

- (i) there is only one Band Business, of the loss of the Band Business suffered since Band Money or Business Moneys were invested in the Band Business by the Band, or

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- (ii) there is more than one Band Business, of the aggregate losses suffered by the Band Businesses since Band Money or Business Moneys were invested in the Band Business by the Band in excess of the Band's proportion of the undistributed profits, if any, earned by any of the Band Businesses since Band Money was invested in the Band Business by the Band.

the Band Auditor must state in his report the additional amount that in his opinion is necessary to make full provision therefore.

(4) Every Annual Financial Statement must include:

- (a) the name of each Band Business, designating in a distinctive manner those whose accounts are consolidated in the Financial Statement, and
- (b) where the financial year of a Band Business does not coincide with the Fiscal year of the Band, the date of the financial year end of that Band Business and the reason the financial year does not so coincide.

NON-SIGNIFICANT MATTERS

45 Notwithstanding anything to the contrary contained in sections 41 through 44, it is not necessary to state in an Annual Financial Statement any matter that in all the circumstances is, in the opinion of the Band Auditor, not material or is of relative insignificance.

ACCOUNTING PRINCIPLES

46 All Annual Financial Statements must be prepared in accordance with generally accepted accounting principles and include by way of note of the Band Auditor:

- (a) a statement that the Annual Financial Statement has been audited under the ethics of the Canadian Institute of Chartered Accountants,
- (b) a brief summary of the significant accounting principles applied,
- (c) particulars of any change in accounting principle or practice from the principles and practice used in preparing the last Annual Financial Statement prepared, together with the effect of such change on the Annual Financial Statement for the Fiscal Year reported on and its comparability with that for the preceding period,
- (d) where financial statements are presented in accordance with section 44, a statement whether, in his opinion, the information given under paragraph 44(3)(a) is satisfactory,
- (e) a report as to whether, in his opinion, the Annual Financial Statement presents fairly the financial position of the Band and Band Businesses and the results of their activities for the period under review, and

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- (f) where the Annual Financial Statement contains a statement of source and application of funds, a statement whether, in his opinion, the statement of source and application of funds presents fairly that information.

REPORT OF THE COUNCIL

- 47 (1)** There must be attached to each Annual Financial Statement a report of the Council which must, so far as such information is material for the understanding of the state of the affairs of the Band and Band Businesses by Members and is not, in the reasonable opinion of the Council, harmful to the activities of the Band or any Band Business, detail in respect of Band Money and Business Money:
- (a) any change during the last Fiscal Year in the nature of the activities carried on by the Band and Band Businesses,
 - (b) a review of any relevant conditions, including business conditions, as they affected the Band and Band Businesses and the financial results for the last Fiscal Year,
 - (c) the total of the capital expenditures and dispositions by the Band and Band Businesses, without set-off for the last Fiscal Year, and capital expenditures to which the Band and Band Businesses are currently committed,
 - (d) major changes in long or short term financing arrangements of the Band and Band Businesses which have occurred during the last Fiscal year or which are contemplated,
 - (e) the gross revenues of the Band and Band Businesses for the last Fiscal Year,
 - (f) all material acquisitions of any nature made by the Band and Band Businesses during the last Fiscal Year,
 - (g) a short description of all new projects begun or brought into operation during the last Fiscal Year by the Band and Band Businesses and of the effect thereof on the financial statements of the Band and Band Businesses, and
 - (h) a statement of the total number of employees of the Band and Band Businesses at the end of the last Fiscal Year and the total wages, salaries and benefits paid to each employee of the Band and Band Businesses for each of the last two Fiscal Years.
- (2)** There must be attached to the report of the Council the written opinion of any Council member who disagrees with any portion of the report, in respect of that portion of the report such Council member disagrees with.

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INSPECTION

- 48 A true copy of the annual financial statement must be available during reasonable business hours of any business day at the band office to the inspection of any Member upon a request for such inspection being made to the Band Manager,

APPROVED AND PASSED at a duly convened meeting of the Council of the Doig River Indian Band
the 25 day of May, 2004.



CHIEF



COUNCILLOR



COUNCILLOR

FINANCIAL ADMINISTRATION BYLAW

APPROVED AND PASSED at a duly convened meeting of the Council of the Doig River Indian Band
this 25 day of May, 2004.


COUNCILLOR


CHIEF


COUNCILLOR

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SCHEDULE "A"

RECOMMENDATIONS OF BAND AUDITOR

1. A manual of accounting procedures and of job descriptions must be established and maintained.
2. All accounts receivable must be maintained within the limits of the Band's credit policy in place from time to time.
3. Office duties must be defined in such a way that the clerk maintaining the accounts receivable sub-ledgers does not also receive payments on account.
4. A follow-up on overdue accounts receivable must be carried out on a regular basis and in any event no less frequently than once per month.
5. A personnel file must be kept in respect of each Band employee and must be kept complete and up to date at all times.
6. The pay rate of each Band employee that is in effect must be confirmed by the Band Manager by initialling the employee's payroll card.
7. No pay rate in effect may be changed without the Band Manager first approving such change by changing the pay rate shown on the employee's payroll card and initialling the new pay rate.
8. Employee time sheets must be reviewed and approved by the Band Manager before any employee receives salary in respect of time recorded on a time sheet.
9. All leaves of absence, other than such leaves as are necessitated by unforeseen grave circumstances, must be applied for a reasonable period in advance of commencement of the leave.
10. Payroll personnel must be notified in writing of all leaves of absence and a copy of such notification shall be put on the personnel file of the relevant employee.
11. No employees may be paid in respect of any time that they are absent from work on an unauthorized leave of absence.
12. Leave on Band business must be approved in advance by the Band Manager or his designate.

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