



THUNDERCHILD FIRST NATION

LEGACY TRUST REVENUE ACCOUNT LAW

DATED THIS ____ DAY OF _____, 2024

THIS IS A LAW ENACTED BY THE THUNDERCHILD FIRST NATION SOLELY TO GOVERN THE MANAGEMENT AND EXPENDITURE OF INCOME RECEIVED FROM THE THUNDERCHILD FIRST NATION LEGACY TRUST
AS APPROVED BY COUNCIL

WHEREAS the Thunderchild First Nation (“Thunderchild”) established the Thunderchild First Nation Legacy Trust (the “Legacy Trust”) to provide for the management, protection and investment of moneys settled in the Legacy Trust and for the distribution of income from the Legacy Trust for the long-term use and benefit of the Thunderchild and its Members;

AND WHEREAS the Council has the authority pursuant to its inherent right of self-government and also under section 83(1) of the *Indian Act*, R.S.C. 1985, c. I-5 or section 9 of the *First Nations Fiscal Management Act*, S.C. 2005, as amended or replaced from time to time, to enact this law to govern the management and expenditure of income paid and payable to Thunderchild from the Legacy Trust and other sources for the long-term benefit of Thunderchild and its current and future Members.

AND WHEREAS this Thunderchild First Nation Legacy Trust Revenue Account Law has been approved by Members pursuant to a referendum vote held on the ____ day of _____, 2024.

ARTICLE 1 – SHORT TITLE

- 1.1 This Law shall be referred to as the *Thunderchild First Nation Legacy Trust Revenue Account Law* (the “*Legacy Trust Revenue Account Law*”).

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

- 2.1 In this *Legacy Trust Revenue Account Law*, unless the context otherwise requires, the following words, expressions and terms shall have the following meanings:

- (a) “**Annual Payment**” means the “Annual Payment” as defined in the Legacy Trust deposited in the Thunderchild Revenue Account and any other income or funds deposited in the Thunderchild Revenue Account from other sources;
- (b) “**Annual Plan and Budget**” means a plan and budget that must be approved by Council summarizing Permitted Uses of the Annual Payment and any Authorized Loans for that Fiscal Year;
- (c) “**Authorized Loan Payments**” means those payments of principal and interest made by the Trustee, for and on behalf of Thunderchild to a Financial Institution in respect of an Authorized Loan that is approved pursuant to the provisions of the Legacy Trust;
- (d) “**Authorized Loan**” means a loan from a Financial Institution as lender to Thunderchild or the Trustee as borrower on behalf of Thunderchild, that is approved in accordance with the provisions of the Legacy Trust, and may include a loan for the Distribution to Members or Settlement Costs;
- (e) “**Chief Financial Officer**” means the Financial Officer for Thunderchild or such other officer appointed by Council from time to time with responsibility for accounting and management of Thunderchild’s financial affairs;
- (f) “**Council Resolution**” means a written resolution, signed by at least a Quorum of the Council, which resolution has been passed by the Council at a duly convened meeting called pursuant to the 6.05 of the *Thunderchild First Nation Constitution Act*, as amended;
- (g) “**Council**” means the duly elected Chief and Council of the Thunderchild, which is a “council of the band” within the meaning of the *Thunderchild First Nation Constitution Act*, as amended.
- (h) “**Elector**” means a person who is on the Membership List and is eighteen (18) years of age or older or a person who otherwise meets the definition of an Elector pursuant to any applicable code or law enacted by Thunderchild from time to time;
- (i) “**Financial Institution**” means a bank, trust company, or credit union, which for greater certainty may include the First Nations Finance Authority, the Trustee, and an affiliate or related party of the Trustee;
- (j) “**Fiscal Year**” means the fiscal year of Thunderchild which shall be the twelve (12) month period from April 1 to March 31;

- (k) **“Legacy Trust”** means the Legacy Trust dated for reference the ___ day of _____, 2024, as amended;
 - (l) **“Member”** means an individual who is registered on the membership list for the First Nation;
 - (m) **“Membership List”** means those persons set out on a membership list of Thunderchild maintained by Thunderchild pursuant to section 10 of the *Indian Act*;
 - (n) **“Permitted Uses”** means the list of permitted uses and expenditures of the Annual Payment and Authorized Loans as set out in Article 4.1;
 - (o) **“Thunderchild Referendum Regulations”** means any applicable code or law enacted by the First Nation from time to time, that detail the procedures to be followed with respect to any vote regarding a proposed amendment or repeal of the *Legacy Trust Revenue Account Law*;
 - (p) **“Thunderchild Revenue Account”** means the account established by the Council in a Financial Institution into which the Annual Payments, Authorized Loans, and other monies as may be directed by Council shall be deposited;
 - (q) **“Thunderchild”** means the Thunderchild First Nation, which is a “band” within the meaning of the *Indian Act*;
 - (r) **“Trust Property”** means property of the Legacy Trust; and
 - (s) **“Trustee”** means the Trustee for the Legacy Trust.
- 2.2 Unless otherwise stated, the definitions in the *Legacy Trust Revenue Account Law* shall have the same meaning as words defined in the Legacy Trust unless the context is inconsistent therewith. In the event of any inconsistency or conflict, the terms of the Legacy Trust shall prevail.
- 2.3 Any other law or resolution enacted by Council that is inconsistent with the *Legacy Trust Revenue Account Law* shall be of no force or effect to the extent of any such inconsistency.
- 2.4 Where there is a reference to a number of days in the *Legacy Trust Revenue Account 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.
- 2.5 For greater certainty, nothing in the *Legacy Trust Revenue Account Law* shall be construed so as to abrogate or derogate from the Aboriginal and Treaty rights of the Thunderchild First Nation or its Members as recognized and affirmed in Section 35 of the *Constitution Act, 1982*.

ARTICLE 3 – DEPOSIT OF FUNDS IN THUNDERCHILD REVENUE ACCOUNT

- 3.1 The Council shall establish and maintain the Thunderchild Revenue Account for as long as the Legacy Trust remains in existence to receive the deposit of Annual Payments from the Legacy Trust. The Thunderchild Revenue Account shall be governed by the Council in accordance with the *Legacy Trust Revenue Account Law* as may be amended from time to time.

- 3.2 In addition to Annual Payments and any Authorized Loans deposited to the Thunderchild Revenue Account, Thunderchild may deposit funds from other sources into the Thunderchild Revenue Account. Once such funds are deposited to the Thunderchild Revenue Account, the terms of the *Legacy Trust Revenue Account Law* shall apply to such funds.

ARTICLE 4 – PERMITTED USES AND APPROVED EXPENDITURES FROM THUNDERCHILD REVENUE ACCOUNT

- 4.1 Any funds deposited to the Thunderchild Revenue Account, including Authorized Loans, shall be distributed or expended for the use and benefit of Thunderchild and its Members and may only be expended in accordance with the *Legacy Trust Revenue Account Law* for the following Permitted Uses:
- (a) to purchase land to be owned in fee simple or added to reserve pursuant to a specific claim agreement or other agreement with the Government of Canada;
 - (b) to finance the construction and maintenance of housing, infrastructure, and capital projects, including major physical assets owned or controlled by Thunderchild such as buildings, roads, bridges, utilities, water treatment, supply and septic systems, ditches and spillways, and waste control facilities;
 - (c) to promote economic development and investment in businesses, partnerships, joint ventures, and other profitable enterprises to generate additional income for the use and benefit of Thunderchild and its Members;
 - (d) to promote youth, education, and training of Members, including the provision of scholarships, student loans, bursaries, or prizes for academic achievement to complement, but not replace, existing programs, and funding provided by the Government of Canada, Province of Saskatchewan, or other funding agencies for education, recreation, cultural, and leadership programs;
 - (e) to provide community services relating to matters such as social, public health, heritage and culture, sport and recreation, education, elders support daycares, libraries, police or fire protection;
 - (f) review of regulatory applications for resource development, supporting environmental assessments and monitoring, reclamation plans, traditional use and ecological knowledge studies, and engagement with industry proponents on impacts and benefits agreements;
 - (g) to retain professional advisors or appoint Members to advisory committees in relation to any Permitted Uses of funds in the Thunderchild Revenue Account, including business advisors, accountants, auditors, legal counsel, land agents, and such other professional advisors as may be retained by Council;
 - (h) Distributions in connection with the Treaty Benefits Claim to Members who were born after the Eligibility Date, and not paid pursuant to the terms of the Legacy Trust, in an amount and under conditions determined by Council Resolution passed by Chief and Council within one (1) year of the Eligibility date and in the best interests of the First

Nation. For greater certainty, any such Distribution can only be made from the proceeds of the Authorized Loan or the Annual Payment after such moneys have been deposited into the Revenue Account;

- (i) to provide such other programs and services and fulfill any other purposes deemed by Council to be in the best interests of the Thunderchild First Nation and its Members.

4.2 For greater certainty, funds deposited to the Thunderchild Revenue Account shall not be used for any of the following purposes:

- (a) to fund any project or activity which requires that the First Nation guarantee, in whole or in part, the payment of any monies upon default by a company that is not at least 51% owned by Thunderchild;
- (b) any payment of monies intended to satisfy the debts or liabilities of a Member or other individual but for greater certainty may include Distributions pursuant to Article 4 of the Legacy Trust and this Revenue Account Law;
- (c) to replace programs, services and financial assistance that are typically provided by Canada, Saskatchewan, or other government authorities, in accordance with the criteria established from time to time for the application of such programs, services and financial assistance.

4.3 Any funds remaining in the Thunderchild Revenue Account at the end of a Fiscal Year can, at the Council's discretion, either remain in the Thunderchild Revenue Account to be used in the next Fiscal Year or may be contributed by Thunderchild to the Legacy Trust.

ARTICLE 5 – AUTHORIZED LOANS

5.1 The Council may, subject to and in accordance with the Legacy Trust, authorize the Trustee to enter into an Authorized Loan for Thunderchild's use and benefit providing that all Authorized Loans shall be deposited into the Thunderchild Revenue Account or such other account as directed by Council Resolution and the funds may be used only for Permitted Uses in accordance with Article 4 of the *Legacy Trust Revenue Account Law*.

5.2 Subject to and in accordance with the Legacy Trust, the Trustee is authorized to

- (a) grant a security interest in the Trust Property as collateral with respect to an Authorized Loan, including granting a mortgage, pledge, security interest, guarantee, or charge against all or any portion of the Trust Property;
- (b) enter into an Authorized Loan as borrower on behalf of Thunderchild based on terms and conditions as negotiated by Thunderchild; and
- (c) make Authorized Loan Payments for and on behalf of Thunderchild.

5.3 Subject to and in accordance with the Legacy Trust, the following terms and procedures shall apply to any Authorized Loan:

- (a) the Council shall provide the Trustee with a Council Resolution and attached loan

documentation:

- (i) setting out the amount and repayment term for the Authorized Loan, such repayment term being sufficient to retire the Authorized Loan over a period not exceeding twenty-five (25) years; and
 - (ii) authorizing and directing the Trustee to use the Trust Property to the extent permitted by the Trust as collateral, including granting a mortgage, pledge, security interest, guarantee, or charge against all or any portion of the Annual Payment and Trust Property to secure the Authorized Loan and to make the Authorized Loan Payments as they become due and payable;
- (b) the amount of all Authorized Loan Payments, in aggregate in any Fiscal Year, shall not, at the time of entering into any Authorized Loan, exceed ninety percent (90%) of the projected Annual Payment for the Fiscal Year to be calculated based on the value of the Trust Property at that time but, for greater certainty, once the Trustee has commenced making any Authorized Loan Payments, the Trustee shall continue to make such payments, notwithstanding that the amount of all Authorized Loan Payments may, in aggregate, exceed ninety percent (90%) of the amount of the Annual Payment after any Authorized Loan Payments are made; and
- (c) the total amount of all outstanding Authorized Loans shall not exceed, in aggregate, an amount equal to sixty percent (60%) of the market value of the Trust Property of the Legacy Trust as of the date of the Authorized Loan, but, for greater certainty, once an Authorized Loan is approved, the Authorized Loan shall remain in effect, notwithstanding that the amount of all existing Authorized Loans may, in aggregate, exceed sixty percent (60%) of the market value of the Trust Property of the Legacy Trust after the Authorized Loan was approved;
- (d) for greater certainty, once an Authorized Loan is approved, the Authorized Loan may remain in effect, notwithstanding that the amount of all existing Authorized Loans may, in aggregate, exceed the maximum amounts set out in Article 5.3(b) or (c) in any Fiscal Year after the Authorized Loan was approved.

ARTICLE 6 – ANNUAL PLAN AND BUDGET

- 6.1 The Annual Payment, proceeds of any Authorized Loans, and any other funds deposited in the Thunderchild Revenue Account may only be expended in accordance with the provisions of the *Legacy Trust Revenue Account Law*.
- 6.2 Prior to the end of each Fiscal Year, the Council shall prepare an Annual Plan and Budget for the next Fiscal Year setting out the Permitted Uses of the Annual Payment and Authorized Loans on a multi-year basis or for that Fiscal Year. Subject to approval by Council, the Annual Plan and Budget shall provide a summary of Permitted Uses approved by Council, including any Authorized Loan Payments, and benefits to be achieved from such expenditures. The Annual Plan and Budget shall provide sufficient information for the Members to identify the Permitted Uses and benefits to Thunderchild and its Members.
- 6.3 The Annual Plan and Budget for any Fiscal Year must be approved by Council Resolution prior to

expending the Annual Payment and any new Authorized Loans for that Fiscal Year. For greater certainty, any Authorized Loan Payments shall continue to be made by the Trustee regardless of whether the Annual Plan and Budget for any Fiscal Year is approved by the Council.

- 6.4 The Council may, at any time, amend the Annual Plan and Budget during a Fiscal Year, however, all Authorized Loan Payments shall continue to be made by the Trustee notwithstanding any amendment to the Annual Plan and Budget by the Council.
- 6.5 Upon approving the Annual Plan and Budget or approving an amendment to the Annual Plan and Budget, the Chief Financial Officer shall post a copy of the Annual Plan and Budget or any amendments on a website available only to Members or in the administrative offices of Thunderchild and any Member shall be entitled to receive a copy of the Annual Plan and Budget or any amendment upon request.

ARTICLE 7 – AUDITS, ACCOUNTABILITY AND ENFORCEMENT

- 7.1 Within one hundred and twenty (120) days of the end of each Fiscal Year, the Council shall cause to be prepared audited financial statements detailing the activities of, and expenditures from, the Thunderchild Revenue Account, and such audited financial statements shall be in comparative form regarding the Thunderchild Revenue 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 Plan and Budget during the Fiscal Year; and
 - (c) any other information necessary for a fair presentation of the financial position of the Thunderchild Revenue Account.
- 7.2 Unless otherwise directed by Council Resolution, the accounting and auditing requirements for the Thunderchild Revenue Account shall be completed by Thunderchild's auditor together with, and consolidated with, the other accounts of Thunderchild, and the auditor for the Thunderchild Revenue Account shall be the same auditor appointed by the Council to audit the other financial records of Thunderchild.
- 7.3 The financial statements required under this Article shall be prepared in accordance with 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 Saskatchewan. The audit shall include a general review of the adequacy of the accounting procedures and systems of control employed to manage the Thunderchild Revenue Account.
- 7.4 Within fifteen (15) days of Council approving the audited financial statements, the Chief Financial Officer shall cause copies of the audited financial statements for the Thunderchild Revenue Account to be posted on a website available only to Members or in the administrative offices of Thunderchild and any Member shall be entitled to receive a copy of the audited financial statements upon request.

- 7.5 The Council or person designated by 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 Thunderchild Revenue Account for the previous Fiscal Year and provide a report which reconciles and compares the actual expenditures and deliverables from the Thunderchild Revenue Account with the approved Annual Plan and Budget, as amended, for that Fiscal Year.
- 7.6 No civil proceedings lie against any member of Council or an employee of Thunderchild for anything done, or omitted to be done in relation to:
- (a) the exercise of any power, discretion, or duty that is done in good faith in accordance with the *Legacy Trust Revenue Account Law*, the *Indian Act*, a Council Resolution, or any other applicable law; or
 - (b) the exercise of any power, discretion or duty that is based on an opinion or advice obtained from a trustee, solicitor, auditor, consultant, appraiser or other expert who is reasonably considered to be a person or persons on whom reliance should be placed with respect to the matter in issue under the circumstances.
- 7.7 Any member of Council or person who, at the request of Council, is serving or shall have served as an employee, advisor, consultant, agent, or subcontractor of Thunderchild in respect of the *Legacy Trust Revenue Account Law* shall be indemnified and saved harmless by Thunderchild against all losses, claims, damages, liabilities, obligations, costs, and expenses (including judgments, fines, penalties, amounts paid in settlement and counsel and accountants' fees) of whatsoever kind or nature incurred by, borne by, or asserted against any of such indemnified parties in any way arising from any act or omission in relation to the performance in good faith of such person's power, discretion, or duties, unless a court of competent jurisdiction determines that 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.
- 7.8 For greater certainty, the right to indemnification set forth in Article 7.7 shall be in addition to any rights to which the Council member or any person referred to in that Article 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.

ARTICLE 8 – AMENDMENTS AND REPEAL

- 8.1 No amendment or repeal of the *Legacy Trust Revenue Account Law* shall be valid unless initiated by Council Resolution and approved by at least fifty percent (50%) plus one of the Electors of Thunderchild First who cast ballots in a referendum vote held pursuant to the *Thunderchild Referendum Regulations*.

ARTICLE 9 – GENERAL

- 9.1 Headings form no part of the *Legacy Trust Revenue Account Law*, but shall be construed as being inserted for reference only.
- 9.2 A finding by a court of competent jurisdiction that a section or provision of the *Legacy Trust Revenue Account Law* is void or invalid shall not affect nor bear upon the validity or invalidity of

any other section or the *Legacy Trust Revenue Account Law* as a whole.

- 9.3 In the *Legacy Trust Revenue Account Law*, words in the singular include the plural, and words in the plural include the singular, and the masculine includes the feminine and neuter where the context requires.

ARTICLE 10 – COMING INTO FORCE

- 10.1 This *Legacy Trust Revenue Account Law* shall come into force immediately upon execution by Chief and Council following a approval by Members pursuant to the *Thunderchild Referendum Regulations*.

[Signature Page to Follow]

IN WITNESS WHEREOF the Thunderchild First Nation as represented by its duly elected Chief and Council, for themselves and on behalf of the Thunderchild First Nation, have executed this Agreement under their respective hands this ___ day of _____, 2024, at _____ in the Province of _____.

THUNDERCHILD FIRST NATION, as represented by its Council

Witness as to the signature of the Chief

Chief Delbert Wapass

Witness as to the signatures of all the
Councillors

Deputy Chief Walter Jimmy

Councillor Enola Katrina Frank

Councillor John Noon

Councillor Gerald Okanee

Councillor Leonard Sapp

Councillor Melvin Thunderchild

Councillor Billy Yellowhead