



hUU ay aht

ANCIENT SPIRIT, MODERN MIND

**DISTRIBUTION ADMINISTRATION
POLICIES (2018)**

**Approved by Executive Council
on February 7, 2018 by Resolution #EC180207-05
and amended by Executive Council
on August 1, 2018 by Resolution #EC180801-07**

TABLE OF CONTENTS

PART 1 - INTERPRETATION	5
Definitions	5
Interpretation.....	8
Applicable law	8
Schedules	9
Division of Policy	9
PART 2 - PAYMENT OF DISTRIBUTION SHARES	9
Form of payment.....	9
Name on payment	9
Obtaining payment.....	9
Redirecting payment	10
No Advance	11
Identification required.....	11
Safety of Distribution Payment.....	11
Unclaimed and retained Distribution Shares	11
Interest and income	11
PART 3 - ENTITLEMENT TO PAYMENT OF DISTRIBUTION SHARES	12
Reinstatement of Citizenship	12
Payment of Debt to the Huu-ay-aht First Nations	13
Payment under Court order.....	13
PART 4 - DISTRIBUTION SHARES TO BE HELD.....	13
Citizen who is an Absentee Citizen	13
Locating an Absentee Citizen	14
Citizen who is a Patient	14
Citizen may request partial payments	14
Best interest of a Citizen.....	14
Citizen who is a Minor.....	15
Distribution Share belonging to a deceased Minor.....	15
Payment to a Minor’s Guardian.....	15
Consideration by Task Force	16
Liability for Minor’s Distribution Share paid to Guardian.....	16
Failure by Guardian to care for Minor.....	17
Minor in care.....	17
PART 5 - TERMS OF HOLDING	17
Standard of care for Director	17
Segregated account	17
Records	17
Investments and income.....	18

Director expenses.....	18
Posting of a bond	18
Liability of Director	18
Indemnification	19
Director's accounts	19
Payments to Guardian or Citizen on 19 th birthday.....	19
Professional advice	20
PART 6 - Amendments.....	20
Amendments to Distribution Administration Policies (2018)	20
SCHEDULE 1.....	22
DEBT PAYMENT AUTHORIZATION.....	22
SCHEDULE 2.....	23
GUARDIAN APPLICATION AND AUTHORIZATION	23
SCHEDULE 3.....	24
PAYMENT AUTHORIZATION	24
SCHEDULE 4.....	25
PICK UP AUTHORIZATION	25
SCHEDULE 5.....	26
RECEIPT AND RELEASE	26

HUU-AY-AHT FIRST NATIONS DISTRIBUTION ADMINISTRATION POLICIES (2018)

PART 1 - INTERPRETATION

Definitions

1.1 In this Policy:

“Absentee Citizen” means a Citizen whose Contact Information has not been current for at least two years;

“child in care” has the meaning given to that term in the Child, Family and Community Service Act, R.S.B.C. 1996, c. 46;

“Citizen” means a Huu-ay-aht citizen;

“Citizenship and Treaty Enrollment Act” means the Huu-ay-aht First Nations Citizenship and Treaty Enrollment Act enacted on April 1, 2011, as amended from time to time;

“Community Services Department” means that division of the Huu-ay-aht First Nations Government bearing that name;

“Contact Information” means a mailing address designated by the Citizen at which the Citizen will receive correspondence sent by the Huu-ay-aht First Nations;

“custody” includes physical care, control and guardianship of a Minor;

“Debt” means any amount owing by a Citizen to the Huu-ay-aht First Nations, including debts arising in respect of unpaid rent, loans for household improvements or otherwise, or repayment of education monies, regardless of whether or not the Debt is evidenced by a Debt Payment Authorization;

“Debt Payment Authorization” means a document substantially in the form attached as Schedule 1;

“decide” or “decides” means, when referring to a decision of Executive Council or the Director, a decision made in Executive Council’s or the Director’s discretion;

“Director” means the head of the Community Services Department;

“discretion” means sole and uncontrolled discretion to the extent permitted by law;

“Disentitlement Date” means, with respect to an individual that has ceased to be a Citizen, the date his or her name is removed from the Citizenship Register;

“Distribution” means a distribution of monies by the HUU-ay-aht First Nations to Citizens from monies of the HUU-ay-aht First Nations as approved by Executive Council from time to time by Executive Council motion;

“Distribution Date” means any date or dates upon which, as approved from time to time by Executive Council motion, Distribution Shares become due and payable to Citizens;

“Distribution Payment” means a cheque, or electronic transfer made, in the name of a Citizen representing payment of the amount of a Distribution Share owing to the Citizen on a Distribution Date;

“Distribution Point” means a location or locations designated by Executive Council from time to time where a Citizen may receive a Distribution Payment by cheque in person;

“Distribution Share” means the pro rata interest of a Citizen in a Distribution payable on a Distribution Date;

“Entitlement Date” means, with respect to a Citizen, the date his or her name is entered on the Citizenship Register in accordance with the Citizenship and Treaty Enrollment Act;

“Governmental Agency” means any aboriginal, including, for certainty, the HUU-ay-aht First Nations, federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;

“Executive Council” means the “Executive Council” of the HUU-ay-aht First Nations, within the meaning of the Government Act;

“Executive Council motion” means a motion approved at a duly called meeting of Executive Council where quorum is established by a simple majority of 50% plus one of those present and voting at that meeting;

“Guardian” has the meaning given to the term “guardian” in the Family Law Act, S.B.C. 2011, c. 25 and, in circumstances where a Minor has more than one Guardian, the term “Guardian” means every Guardian of the Minor but, despite that meaning, in this Policy “Guardian” does not include

- (a) a “director” or a “caregiver”, as each term is defined, under the Child, Family and Community Service Act, R.S.B.C. 1996, c. 46,
- (b) a “director” as defined under the Adoption Act, R.S.B.C. 1996, c. 5;
- (c) the Public Guardian and Trustee established under the Public Guardian and Trustee Act, R.S.B.C. 1996, c. 383,

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- (d) a director or the Public Guardian and Trustee, as each term is defined under subsections (a) and (c) respectively in this definition, despite becoming a guardian of a Minor under the Infants Act, R.S.B.C. 1996, c. 223,
 - (e) a person, other than a parent, who has custody of a Minor under the supervision of a director, as defined under subsection (a) in this definition, under the Child, Family and Community Service Act, R.S.B.C. 1996, c. 46,
 - (f) a Minor's parent, if that Minor is a child in care, or
 - (g) a Minor's parent if that parent does not have any involvement in the day-to-day decision making, care, control or supervision of the Minor for a period of at least three years;

“Guardian Application and Authorization” means a document substantially in the form attached as Schedule 2;

“Maa-nulth First Nations Final Agreement” means the treaty between the Maa-nulth First Nations, Canada and the Province of British Columbia, which took effect on April 1, 2011, and includes any amendments made to it from time to time in accordance with its provisions;

“Minor” means a Citizen who is less than 19 years old;

“Notice of Removal” means the written reasons given by the Committee to a Citizen under section 8(4) of the Citizenship and Treaty Enrollment Act;

“parent” has the meaning given to that term in the Child, Family and Community Service Act, R.S.B.C. 1996, c. 46;

“Patient” has the same meaning given to that term in section 1 of the Patients Property Act, R.S.B.C. 1996, c.349

“Payment Authorization” means a document substantially in the form attached as Schedule 3;

“Pick Up Authorization” means a document substantially in the form attached as Schedule 4;

“Policy” means, unless the context requires otherwise, this HUU-ay-aht First Nations Distribution Policy (2018) approved by Executive Council on [Date], 2018, including all its Schedules;

“Receipt and Release” means a document substantially in the form attached as Schedule 5;

“Task Force” means the Social Services Project Implementation Task Force designated by Executive Council from time to time.

Interpretation

1.2 In this Policy the following interpretation principles apply:

- (a) words or phrases used in this Policy that are also used in the Citizenship and Treaty Enrollment Act or the Maa-nulth First Nations Final Agreement will, except where the context requires otherwise or as otherwise indicated, have the same meaning as those words or phrases are defined in the Citizenship and Treaty Enrollment Act or the Maa-nulth First Nations Final Agreement;
- (b) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”;
- (c) headings and subheadings are for convenience only, do not form a part of this Policy and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Policy,
- (d) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule attached to this Policy,
- (e) unless it is otherwise clear from the context, wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa,
- (f) a reference to a statute includes every regulation made under it and any law enacted in substitution for, or in replacement of, it;
- (g) the word “will” or “must” denotes an obligation that, unless this Policy provides to the contrary, must be carried out as soon as practicable after the event that gives rise to the obligation and the word “may” is to be construed as permissive, but the use of the words “may not” is to be construed as disempowering;
- (h) the word “or” is not exclusive and is used in its inclusive sense, meaning A or B, or both A and B while the word “and” is used in its joint sense, meaning A and B, but not either alone, and
- (i) unless it is otherwise clear from the context, the use of the masculine gender includes the feminine gender and vice versa.

Applicable law

1.3 This Policy will be governed and construed according to the laws of HUU-ay-aht First Nations, the province of British Columbia and the laws of Canada applicable in British

Columbia, including all limitation periods but excluding all conflicts of law rules that would apply the laws of another jurisdiction.

Schedules

1.4 The following Schedules are attached to and form part of this Policy:

Schedule 1 – Debt Payment Authorization;
Schedule 2 – Guardian Application and Authorization;
Schedule 3 – Payment Authorization.
Schedule 4 – Pick Up Authorization; and
Schedule 5 – Receipt and Release.

Division of Policy

1.5 This Policy is divided into the following divisions represented by the number or letter as indicated in ascending order:

1. PARTS;
 - 1.1 sections;
 - (a) subsections;
 - (i) paragraphs; and
 - (A) subparagraphs.

PART 2 - PAYMENT OF DISTRIBUTION SHARES

Form of payment

2.1 A Distribution Share may only be paid by Distribution Payment unless otherwise directed by Executive Council motion.

Name on payment

2.2 Subject to section 2.4, a Distribution Share will only be paid in the name of the Citizen entitled to receive the Distribution Share.

Obtaining payment

2.3 (a) A Distribution Payment may only be paid to a Citizen

- (i) by cheque delivered at a Distribution Point,

- (ii) by electronic bank transfer into a bank account in the name of the Citizen,
 - (iii) by mail sent in accordance with the Citizen's Contact Information
- unless otherwise directed by Executive Council motion from time to time.
- (b) A Citizen who wishes to have another person collect a Distribution Payment on his or her behalf on a single occasion must complete a Pick Up Authorization and arrange for the Pick Up Authorization to be filed with the Director on or before the Distribution Date specified on the Pick Up Authorization.
 - (c) A Pick Up Authorization under this section is valid for one Distribution Date only.

Redirecting payment

- 2.4**
- (a) A Citizen who wishes to have another person receive that Citizen's Distribution Payment on his or her behalf on more than one consecutive occasion may request that his or her Distribution Payment be made payable in the name of another person.
 - (b) A request under this section must be made in writing addressed to the Director specifying:
 - (i) the reasons for which the request is made,
 - (ii) the person in whose name the Distribution Shares are to be paid, and
 - (iii) the duration of time for which the Distribution Shares are to be paid in the manner described.
 - (c) The Director may, in his or her discretion and upon giving written reasons to that person, refuse to grant a request made under subsection (a).
 - (d) If the Director approves a request under this section, the applicable Citizen and the person who receives that Citizen's Distribution Payment must sign and provide the Director with a Payment Authorization before or at the time the first payment is made.
 - (e) A Payment Authorization is valid and in effect until the applicable Citizen cancels the direction contained in that Payment Authorization in accordance with subsection (f).
 - (f) A Citizen may cancel, but not revoke, a Payment Authorization for future payments of that Citizen's Distribution Shares by delivering a notice in writing

cancelling his or her Payment Authorization to the Director and that notice will take effect when it is received by the Director.

No Advance

- 2.5** No Citizen will, under any circumstances, receive a Distribution Share in advance of the Distribution Date.

Identification required

- 2.6** (a) A Citizen, at the request of the Director or his or her designate, must produce his or her acceptable photo identification prior to receiving his or her Distribution Payment.
- (b) An individual who, in accordance with section 2.4, has been designated by a Citizen to receive a Distribution Payment on the Citizen's behalf must, at the request of the Director or his or her designate, produce acceptable photo identification prior to receiving the Distribution Payment on behalf of that Citizen.

Safety of Distribution Payment

- 2.7** A Citizen is responsible to ensure that their Distribution Payment is safeguarded against loss and, in the event of loss, a replacement Distribution Payment will not be issued by the Director for a period of ten days after the receipt by the Director of what the Director decides is reasonably satisfactory proof that the original Distribution Payment was lost or destroyed.

Unclaimed and retained Distribution Shares

- 2.8** The Director will make the reasonable efforts he or she decides is appropriate to ascertain why a Citizen has not claimed his or her Distribution Payment as soon as is reasonably practicable after each Distribution Date and the Director will take whatever action the Director decides is appropriate in the circumstances to secure that Citizen's Distribution Payment.

Interest and income

- 2.9** Unless otherwise provided for in this Policy, a Citizen is not entitled to any income or interest on a Distribution Share.

PART 3 - ENTITLEMENT TO PAYMENT OF DISTRIBUTION SHARES

Entitlement to Distribution Share

- 3.1**
- (a) Subject to this Policy, a Citizen is entitled to receive his or her Distribution Share on a Distribution Date that occurs after his or her Entitlement Date as long as he or she is a Citizen.
 - (b) A Citizen, or an individual that ceases to be a Citizen, is not entitled to a Distribution Share on a Distribution Date that is
 - (i) before that Citizen's Entitlement Date, or
 - (ii) after that individual's Disentitlement Date.
 - (c) For certainty but subject to section 3.2, an individual who is removed from the Citizenship Register by the Committee in accordance with section 15 of the Citizenship and Treaty Enrollment Act ceases to be entitled to receive any Distribution Shares as of the applicable Disentitlement Date.
 - (d) By and upon receiving a Distribution Share, a Citizen or other individual represents and warrants to the HUU-ay-aht First Nations that they are entitled to receive that Distribution Share, either on their own behalf or on behalf of a Citizen, and in the event that individual or other Citizen is not entitled to receive that Distribution Share, that individual or Citizen agrees to pay a sum equal to the total of all the Distribution Shares they receive that he or she is not entitled to and until that total amount is repaid in full, the portion of the amount that remains unpaid constitutes a debt owing to the HUU-ay-aht First Nations that is immediately due and payable.
 - (e) By and upon receiving a Distribution Share, a Citizen or individual referred to in subsection (d) agrees to indemnify and save harmless the HUU-ay-aht First Nations against and for all claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities costs (including legal costs on a solicitor and own client basis), liabilities, losses and sums paid, howsoever arising and relating to the collection of the applicable debt referred to in that subsection.
 - (f) By accepting a Distribution Share, each Citizen that receives a Distribution Share agrees to the terms of this Policy as if this Policy were a contract between the Citizen and HUU-ay-aht First Nations.

Reinstatement of Citizenship

- 3.2** If, subsequent to a decision of the Committee to remove a Citizen from the Citizenship Register under section 15 of the Citizenship and Treaty Enrollment Act, the Tribunal

orders, in accordance with section 17 of the Citizenship and Treaty Enrollment Act, that the Director must reinstate the Citizen on the Citizenship Register, the reinstated Citizen is entitled to the payment of a sum equal to the total of all the Distribution Shares to which he or she would have been entitled had the Notice of Removal not been served, without interest.

Payment of Debt to the HUU-ay-aht First Nations

- 3.3** (a) The Executive Council, or any other person authorized to approve loans or other forms of credit or advancement of funds to a Citizen, must, prior to that authorization being given, require the Citizen to execute a Debt Payment Authorization as part of the repayment plan in relationship to the loan or other form of credit or advancement of funds and deliver a copy of the executed Debt Payment Authorization to the Director.
- (b) Unless directed otherwise by Executive Council motion, the Director must withhold the Distribution Shares of a Citizen with an unpaid Debt to the HUU-ay-aht First Nations and the Director will apply toward the Citizen's Debt the Distribution Shares of the Citizen until that Debt is paid in full.

Payment under Court order

- 3.4** Despite any other provision of this Policy, the Director must pay a Citizen's Distribution Share on a Distribution Date as directed in a court order made under the Family Maintenance Enforcement Act, R.S.B.C. 1996, c. 127.

PART 4 - DISTRIBUTION SHARES TO BE HELD

Citizen who is an Absentee Citizen

- 4.1** (a) The Distribution Share of an Absentee Citizen must be held by the Director in trust for the Absentee Citizen on the terms set out in Part 5 of this Policy.
- (b) Distribution Shares held by the Director in accordance with subsection (a) must be held until an Absentee Citizen provides a written request to the Director for payment of that Absentee Citizen's Distribution Shares to the Absentee Citizen.
- (c) A written request under subsection (b) must set out current Contact Information for the Absentee Citizen.
- (d) For certainty, an Absentee Citizen is not entitled to any income or interest on a Distribution Share held by the Director in accordance with this section.

Locating an Absentee Citizen

- 4.2** (a) The Director may make the reasonable efforts the Director decides is appropriate in the circumstances to locate an Absentee Citizen, including retaining a person skilled in locating missing persons, and obtain current Contact Information for an Absentee Citizen.
- (b) Any expense incurred by the Director under this section must be charged against the Distribution Share held by the Director for that Absentee Citizen.

Citizen who is a Patient

- 4.3** A Distribution Share for a Citizen who is a Patient must be paid in the name of the Patient and delivered to the person who, in accordance with the Patients Property Act, R.S.B.C. 1996, c.349 has, on the Distribution Date, the legal right to administer the estate of the Patient.

Citizen may request partial payments

- 4.4** (a) A Citizen may request the Director in writing that his or her Distribution Share be paid to him or her by way of two or more installments in whatever amounts over whatever period of time stated in the written request and, if such a request is received by the Director, the Director must pay that Citizen's Distribution Share to that Citizen in the manner requested until that entire Distribution Share is paid to that Citizen.
- (b) For certainty, a Citizen is not entitled to any income or interest on any portion of a Distribution Share held by the Director in accordance with this section.

Best interest of a Citizen

- 4.5** (a) If the Task Force receives credible information by which the Task Force decides a Citizen lacks, temporarily or otherwise due to mental infirmity, drug or alcohol abuse or otherwise, the capacity to manage his or her own financial affairs in their own best interest or that it is in the best interest of the Citizen to postpone the payment of the Distribution Share because of the mental, emotional or physical wellbeing or other vulnerability of the applicable Citizen:
- i. the Task Force may direct the Director to postpone the payment of the Distribution Share to that Citizen and the Director, if so directed, must hold that Citizen's Distribution Share in trust on the terms set out in Part 5 for the period of time.
 - ii. make the distribution in equal installments in any amount and on a timetable that the Task Force considers to be in the best interests of the Citizen and the Director, if so directed, must make the installation

payments as directed and hold the remainder of that Citizen's Distribution Share in trust on the terms set out in Part 5 until such time as the Distribution Share is exhausted.

- (b) For certainty, a Citizen is not entitled to any income or interest on a Distribution Share held by the Director in accordance with this section.

Citizen who is a Minor

- 4.6** Subject to sections 4.8 and 4.12, the Distribution Share of a Minor must be held by the Director in trust for that Minor on the terms set out in Part 5 until the Minor turns 19 years of age.

Distribution Share belonging to a deceased Minor

- 4.7** If a Minor dies before becoming 19 years of age, a Distribution Share held by the Director under section 4.6 must be paid to the Minor's estate.

Payment to a Minor's Guardian

- 4.8**
- (a) If the Task Force decides in accordance with section 4.9 that it is in the best interest of a Minor, the Task Force may direct the Director to pay all or a portion of any Distribution Share for that Minor to the Guardian of that Minor on the terms and in the manner directed by the Task Force in accordance with section 4.9 for that Minor's maintenance or education.
 - (b) A payment to a Guardian under subsection (a) must not be made until a Guardian delivers to the Director on behalf of the Task Force a Guardian Application and Authorization signed by every Guardian of that Minor and that application has been approved by the Task Force in accordance with section 4.9.
 - (c) For certainty, if a Minor has more than one Guardian, each Guardian of that Minor must sign the Guardian Application and Authorization in accordance with subsection (b) and, subject to a court order to the contrary, the Director must not make a payment to a Guardian on behalf of a Minor under this section unless every Guardian of the Minor has signed a Guardian Application and Authorization in accordance with subsection (b) and that application has been approved by the Task Force in accordance with section 4.9.
 - (d) The Director must provide a Guardian with whatever advice or assistance is reasonably practicable in the circumstances to properly complete a Guardian Application and Authorization.
 - (e) A Guardian may cancel, but not revoke, a Guardian Application and Authorization for future payment of a Minor's Distribution Share under that Guardian Application and Authorization by delivering to the Director a notice in

writing cancelling that Guardian Application and Authorization and that notice will take effect when it is received by the Director.

Consideration by Task Force

- 4.9**
- (a) If a Guardian Application and Authorization is received by the Director under section 4.8, the Task Force must consider that application and decide whether or not it is in the best interest of the applicable Minor to pay all or a portion of that Minor's Distribution Share to the Guardian of that Minor.
 - (b) In deciding what is in the best interest of the Minor under subsection (a), the Task Force must consider the following:
 - (i) the Minor's views on the matter, if any;
 - (ii) whether or not other sources of funding are available for the maintenance or education of that Minor; and
 - (iii) any other matter the Task Force decides is relevant in the circumstances.
 - (c) The Task Force may impose whatever conditions it considers necessary or desirable in the circumstances in approving the payment of a Minor's Distribution Share or a portion thereof to that Minor's Guardian to ensure it is used for the maintenance or education of that Minor, including that the funds be:
 - (i) segregated from the bank and investment accounts and other assets of the Guardian,
 - (ii) invested in a Registered Education Savings Plan account or other suitable investment vehicle in the name of the Minor, or
 - (iii) paid directly to an educational institution.
 - (d) For certainty, a Minor's Distribution Share may only be paid to that Minor's Guardian on the express trust condition that the Minor's Distribution Share only be used for the maintenance or education of the applicable Minor.

Liability for Minor's Distribution Share paid to Guardian

- 4.10** Neither the Director, Executive Council or the HUU-AY-AHT First Nations or any employee, agent or delegate of the Director or Executive Council is liable in any manner whatsoever for any loss, claim or damage which may arise because of or in consequence of a payment made in accordance with section 4.8.

Failure by Guardian to care for Minor

- 4.11** Despite section 4.8, if the Director decides, based on credible information, a Guardian is not using the Distribution Share of a Minor paid to that Guardian in accordance with section 4.8 for the maintenance or education of the Minor and the Director decides it is in the best interests of the Minor to not pay any further Distribution Share of that Minor to that Guardian, the Director must hold any future Distribution Shares in trust for that Minor on the terms set out in Part 5.

Minor in care

- 4.12** If a Minor is a child in care or is taken into protective care by any Governmental Agency, the Director must hold that Minor's Distribution Share in trust for that Minor on the terms set out in Part 5 and the Director must not make any payment from that Distribution Share to any person as long as that Minor is a child in care or is in the protective care of any Governmental Agency.

PART 5 - TERMS OF HOLDING

Standard of care for Director

- 5.1** (a) If the Director holds a Distribution Share for a Citizen under this Part, the Director must perform the duties and may exercise the powers of a trustee regarding that Distribution Share and, in holding that Distribution Share, the Director must act honestly, in good faith and in the best interests of the Citizen for whom the Distribution Share is held and must exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (b) The Director is not required to devote his or her entire time to the administration of the Distribution Shares held in accordance with this Part.

Segregated account

- 5.2** If the Director holds a Distribution Share for a Citizen under this Part, that Distribution Share must be held in a Huu-ay-aht First Nations account segregated from all other Huu-ay-aht First Nations accounts.

Records

- 5.3** For each Citizen with a Distribution Share held under this Part, the Director must keep or cause to be kept accurate and detailed records of all investments, receipts, income, expenses, disbursements and other transactions for that Citizen and must make those records available for inspection or audit by Executive Council at all reasonable times.

Investments and income

- 5.4** A Distribution Share required under section 4.6 to be held by the Director for a Minor in accordance with this Part must be placed in an investment authorized for trustees under the Trustee Act, R.S.B.C. 1996, c. 464 and any income earned on that investment in any calendar year must first be applied to allowable expenses of the Director under section 5.5 and secondly to the capital of each Distribution Share held by the Director for that Minor in accordance with this Part.

Director expenses

- 5.5** (a) The Director may pay from the income or capital of Distribution Shares held in accordance with this Part the reasonable expenses properly incurred in connection with the management of those Distribution Shares, including any compensation paid to agents, consultants or professional advisors employed or retained by the Director as trustee under this Policy.
- (b) The Director may not charge any administration fee in connection with the Distribution Shares.

Posting of a bond

- 5.6** Unless otherwise required by law, the Director is not required to post a bond, surety or security in any jurisdiction for the performance of the Director's duties under this Part.

Liability of Director

- 5.7** Subject to the observance of the standard of care set out in section 5.1, the Director is not personally responsible or liable for
- (a) any loss to the Distribution Shares held in accordance with this Part arising from the failure, depreciation or loss of any investment not involving the wrongdoing of the Director,
- (b) any loss to the Distribution Shares held in accordance with this Part arising from any improper investment not involving the wrongdoing of the Director,
- (c) the neglect, omission, misconduct or default of any person appointed by the Director to assist in the administration of the Distribution Shares held in accordance with this Part or for any loss or damage resulting from any delegation to a person or any action taken because of or in reliance on the advice of that person despite the retainer of that person not being strictly necessary or expedient, if the person was selected with reasonable care and the activities of the person in discharging the tasks assigned to that person by the Director were supervised by the Director in accordance with usual business practice.

Indemnification

5.8 The Director, Executive Council, the HUU-ay-aht First Nations and any of employee, agent or delegate and any successor, heir or personal representative of any of them (the “Indemnified Group”), is indemnified and saved harmless out of the aggregate of the Distribution Shares held in accordance with this Part from and against all costs, charges and expenses which the Indemnified Group may sustain or incur in connection with any action, suit or proceeding threatened, started or prosecuted against the Indemnified Group for or in respect of any act, matter or thing done, or omitted to be done, by the Indemnified Group in and about the execution of the duties of the Director under this Part, provided that the Indemnified Group acted in accordance with the standard of care in section 5.1.

Director’s accounts

- 5.9**
- (a) The Director must prepare annually as of March 31 of each calendar year an accounting of the Distribution Shares held in accordance with this Part.
 - (b) Executive Council must consider and, if acceptable, approve by Executive Council motion the accounts prepared by the Director under subsection (a).
 - (c) If Executive Council approves the accounts prepared by the Director under subsection (a), that approval constitutes a full and sufficient discharge of the Director for the period covered by those accounts.

Payments to Guardian or Citizen on 19th birthday

- 5.10**
- (a) The Director may pay a Distribution Share for a Minor held under this Part with accrued income, less allowable expenses, to that Minor’s Guardian in accordance with section 4.8 after receiving from that Guardian a signed Receipt and Release and, for certainty, a Guardian Application and Authorization signed by every Guardian of that Minor for that payment.
 - (b) If the Director holds a Distribution Share for a Minor when that Minor turns 19 years old, the Director must pay the Distribution Share with accrued income up to that Citizen’s 19th birthday, less allowable expenses, to that Citizen within 90 days of that birthday but only after receiving a signed Receipt and Release for that payment from that Citizen.
 - (c) A Receipt and Release given by a Citizen or a Guardian of a Minor for payment of any income or capital of a Distribution Share held under this Part to which the Citizen is entitled constitutes a full and sufficient discharge of the Director for that income or capital of that Distribution Share and the Director is not required to see to the application of that payment.

Professional advice

- 5.11** The Director may retain the legal counsel, chartered accountants, investment managers, investment consultants, administrative assistants, agents or other advisors qualified in the field that the Director decides is necessary or advisable for the purpose of discharging the Director's duties under this Policy, despite that advisor having also been retained by Executive Council, and to pay the advisor's reasonable expenses and compensation out of the Distribution Shares held in accordance with this Part.

PART 6 - AMENDMENTS**Amendments to Distribution Administration Policies (2018)**

- 6.1** This Policy may only be amended by Executive Council motion.

SCHEDULE 1
DEBT PAYMENT AUTHORIZATION



huu ay aht

ANCIENT SPIRIT, MODERN MIND

Distribution Administration Policies (2018)
(one form per Citizen)

DEBT PAYMENT AUTHORIZATION

Date received:

Date debt paid in full:

(for office use only)

Mail: Port Alberni Government Office, 4644 Adelaide St, Port Alberni, BC V9Y 6N4 **P:** 250.723.0100 **F:** 250.723.4646
Office: Anacla Government Office, 170 Nookemus Rd, Anacla, BC V0R 1B0 **P:** 1.888.644.4555/250.728.3414 **F:** 250.728.1222

A. CITIZEN INFORMATION

Full Name of Citizen: _____

Citizen No.: _____ Date of Birth: _____

I authorize the Huu-ay-aht First Nations to apply any Distribution Share that I am entitled to on my behalf towards the repayment of the loan, advancement of funds or other form of credit (described below) until the debt is paid to the Huu-ay-aht First Nations in full.

I certify that the information provided in this Debt Payment Authorization is to the best of my knowledge, true, correct and complete and that I have freely given the authorization given above.

Signature of Citizen: _____ **Date signed:** _____

This section to be completed by Huu-ay-aht First Nations representative:

Information about (*select one*): debt advancement of funds other form of credit

Describe: _____

Amount provided to Citizen: \$ _____ Date funds given to Citizen: _____

Authorized Signature Huu-ay-aht First Nations: _____ **Date signed:** _____

SCHEDULE 2

GUARDIAN APPLICATION AND AUTHORIZATION



huu yaht

ANCIENT SPIRIT, MODERN MIND

**Distribution Administration Policies (2018)
& Family Law Act Regulation, s. 24**
(one form per Citizen)

**GUARDIAN APPLICATION AND
AUTHORIZATION**

Date received:

(for office use only)

Mail: Port Alberni Government Office, 4644 Adelaide St, Port Alberni, BC V9Y 6N4 **P:** 250.723.0100 **F:** 250.723.4646
Office: Anacla Government Office, 170 Nookemus Rd, Anacla, BC V0R 1B0 **P:** 1.888.644.4555/250.728.3414 **F:** 250.728.1222

A. MINOR'S INFORMATION

Full Name of Minor: _____

Citizen No.: _____ Date of Birth: _____

B. GUARDIANS' INFORMATION

Full Name of Guardian 1: _____

Full Name of Guardian 2: _____

Citizen No. (if applicable): _____

Citizen No. (if applicable): _____

Date of Birth: _____

Date of Birth: _____

Occupation: _____

Occupation: _____

C. REQUEST FOR EARLY ACCESS TO FUNDS

1. I/we, the above-named Guardian(s), apply to the Director for early access on behalf of the Minor to:

the entire amount

\$ _____

(select one)

of the Minor's Distribution Share.

2. (Optional) Attached is a written statement from the Minor setting out his or her views with respect to this application.

3. The purpose for which the early access on behalf of the Minor is sought is (choose A or B):

A. The education or maintenance of the Minor. Specifically the funds will be used for the following:

(Print reasons below, you may attach additional pages if necessary)

I/We, the above-named Guardian(s), confirm that there are no other sources of funding available to be used for the purposes set out above.

OR

B. To be invested on behalf of the Minor, as follows:

(Provide a brief explanation of the investment, i.e. "RESP")

D. GUARDIANS' ACKNOWLEDGMENT - CHILDREN'S PROPERTY

I/We, the above named Guardian(s), **DO CERTIFY THAT:**

- 1. I/We have the parental responsibility to make day-to-day decisions affecting the child.
- 2. I/We request _____ [name of person or organization] to deliver to me, to hold as trustee for the child, money or other property of a total value of \$ _____ that _____ [name of person or organization] has a duty to deliver to the child.
- 3. I/We confirm that when I receive the money or other property referred to in section 3, the total value of money and property that I will have received to hold as trustee for the child under section 178 of the Family Law Act will not exceed the amount prescribed by section 24 of the Family Law Act Regulation. [Note: the amount prescribed as at March 18, 2013 is \$10,000]
- 4. I/We will hold the money or other property in trust for the child.
- 5. I/We will keep the child's money or other property separate from my/our own
- 6. I/We will expend the money or other property for the sole benefit of the child.
- 7. I/We will not profit from my/our role as trustee of the child's money or other property.
- 8. I/We will account to the child at any time that the child requests and when the child reaches 19 years of age I/we will account to the child and transfer the balance of the money or other property remaining at that time and all interest earned on it to the child.

E. RELEASE

In consideration of the payment of the Minor’s Distribution Shares, the receipt and sufficiency of which is hereby acknowledged, I/we on my/our own behalf and on behalf of the Minor, do hereby unconditionally agree to:

- (a) remise, release and forever discharge the Huu-ay-aht First Nations and the Director, his or her heirs, executors, administrators and assigns, of and from all manner of actions, causes of action, suits, duties, accounts, bonds, covenants, contracts, liens, claims and demands whatsoever against the Huu-ay-aht First Nations or the Director in relation to the Minor’s Distribution Shares when paid as directed that I/we or the Minor ever had, now have or which I/we or the Minor, our respective heirs, executors, administrators or assigns or any of them hereafter can, shall or may have in the future in relation to those Minor’s Distribution Shares, and
- (b) indemnify and save harmless the Huu-ay-aht First Nations, its Executive Council, employees and the Director against and from all claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities costs (including legal costs on a solicitor and own client basis), liabilities, losses and sums paid in settlement of claims, howsoever arising and related to the payment of those Minor’s Distribution Shares.

I/We confirm that every statement I/we make in this Guardian Authorization is true and correct and I/we acknowledge they are binding on me/us.

EXECUTED by the person named to the right in the)
presence of:)
Witness)
Signature:)
_____)
Witness)
Print Name:)
_____)
Witness)
Address:)
_____)
Witness)
Occupation:)
_____)

Signature of Guardian 1

Print Name of Guardian 1

EXECUTED by the person named to the right in the)
presence of:)
Witness)
Signature:)
_____)
Witness)
Print Name:)
_____)
Witness)
Address:)
_____)
Witness)
Occupation:)
_____)

Signature of Guardian 2

Print Name of Guardian 2

Important Information

A guardian who holds money or other property for a child as a trustee under section 178 of the *Family Law Act* must comply with section 15.2 of the *Trustee Act* which states that “a trustee must exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments”.

Money or other property held by the guardian belongs to the child. The guardian holds and protects it and cannot personally benefit from it. The guardian cannot borrow any of the money or other property and lend it to anyone else. The guardian cannot give it to anybody else to hold as a trustee other than to the person replacing him or her as guardian.

When the guardian invests a child's money or other property, the guardian must ensure that the investment is registered in the name of the trust or on behalf of the child. A bank, credit union or trust company can assist the guardian in setting up a trust account.

Only the guardian can make a decision about whether to spend any of the income or capital or both. The money or other property can only be used for the sole benefit of the child.

The guardian is accountable for his or her management of the money or other property and must keep a record of all transactions, including all financial statements detailing income earned by the money or other property and a record of all money spent.

SCHEDULE 3
PAYMENT AUTHORIZATION



huu ay aht

ANCIENT SPIRIT, MODERN MIND

Distribution Administration Policies (2018)
(one form per Citizen)

PAYMENT AUTHORIZATION

Date received:

(for office use only)

Mail: Port Alberni Government Office, 4644 Adelaide St, Port Alberni, BC V9Y 6N4 **P:** 250.723.0100 **F:** 250.723.4646
Office: Anacla Government Office, 170 Nookemus Rd, Anacla, BC V0R 1B0 **P:** 1.888.644.4555/250.728.3414 **F:** 250.728.1222

A. CITIZEN INFORMATION AND AUTHORIZATION

Full Name of Citizen: _____

Citizen No.: _____ Date of Birth: _____

Effective immediately, I authorize the Huu-ay-aht First Nations and Director to pay my Distribution Shares to the person named below and acknowledge this authorization remains valid and in effect until I cancel it in accordance with section 2.4(f) the Distribution Administration Policies (2018).

B. RECEIVING PERSON INFORMATION

Full Name of Receiving Person: _____ Date of Birth: _____

Street Address: _____ Phone No.: _____

City: _____ Province/State: _____ Code: _____

I certify that the information provided in this Payment Authorization is to the best of my knowledge, true, correct and complete and that I have freely given the authorization made above.

I remise, release and forever discharge the Huu-ay-aht First Nations and the Director, his or her heirs, executors, administrators and assigns, of and from all manner of actions, causes of action, suits, duties, accounts, bonds, covenants, contracts, liens, claims and demands whatsoever against the Huu-ay-aht First Nations or the Director in relation to the Distribution Shares that are paid as I have directed in this Payment Authorization that I ever had, now have or which I or my heirs, executors, administrators or assigns or any of them hereafter can, shall or may have in the future in relation to those Distribution Shares.

Signature of Citizen _____ **Date signed:** _____

Signature of Director _____ **Date signed:** _____

(See page 2)

C. RECEIVING PERSON ACKNOWLEDGEMENT

I acknowledge that I have been designated by the above Citizen to receive that Citizen’s Distribution Shares on their behalf and that I will receive them in accordance with this Payment Authorization.

I represent and warrant to the HUU-ay-aht First Nations and the Director that I will use the Distribution Shares I receive under this Payment Authorization as directed by the Citizen and I agree that upon receipt of a Distribution Share on behalf of that Citizen that I will indemnify and save harmless the HUU-ay-aht First Nations, its Executive Council, employees and the Director against and from all claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs (including legal costs on a solicitor and own client basis), liabilities, losses and sums paid in settlement of claims howsoever arising and in any way related to the payment of that Distribution Share to me.

Signature of Receiving Person _____ Date signed: _____

SCHEDULE 4

PICK UP AUTHORIZATION



huu ay aht

ANCIENT SPIRIT, MODERN MIND

Distribution Administration Policies (2018)
(one form per Citizen)

PICK UP AUTHORIZATION

Date received:

(for office use only)

Mail: Port Alberni Government Office, 4644 Adelaide St, Port Alberni, BC V9Y 6N4 **P:** 250.723.0100 **F:** 250.723.4646
Office: Anacla Government Office, 170 Nookemus Rd, Anacla, BC V0R 1B0 **P:** 1.888.644.4555/250.728.3414 **F:** 250.728.1222

A. CITIZEN INFORMATION

Full Name of Citizen: _____

Citizen No.: _____ Date of Birth: _____

B. MINOR'S INFORMATION

MINOR'S CITIZEN NO.

_____	_____
_____	_____
_____	_____
_____	_____

I authorize the Huu-ay-aht First Nations and Director this one time to give my, and the above listed Minor's for whom I am Guardian, Distribution Share(s) payable on the Distribution Date noted below to the person named below.

C. DISTRIBUTION DATE AND RECEIVING PERSON INFORMATION

Distribution Date: _____

Full Name of Receiving Person: _____ Date of Birth: _____

I certify that the information provided in this Pick Up Authorization is to the best of my knowledge, true, correct and complete and that I have freely given the authorization made above.

Signature of Citizen _____ Date signed: _____

Signature of Director _____ Date signed: _____

Note to Citizen: a Pick Up Authorization is valid for one Distribution Date only. This Pick Up Authorization must be filed with the Director on or before the Distribution Date specified above.

SCHEDULE 5
RECEIPT AND RELEASE



huu ay aht

ANCIENT SPIRIT, MODERN MIND

Distribution Administration Policies (2018)
(one form per Citizen)

RECEIPT AND RELEASE

Date received:

(for office use only)

Mail: Port Alberni Government Office, 4644 Adelaide St, Port Alberni, BC V9Y 6N4 **P:** 250.723.0100 **F:** 250.723.4646
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A. CITIZEN'S/GUARDIAN'S INFORMATION

Full Name of Payee
(Citizen or Guardian of Minor): _____

Payee Citizen No. (if applicable): _____ Date of Birth: _____

Address: _____ City: _____

State/Province: _____ Code: _____ Telephone: _____

Full Name of Minor (if applicable): _____

Minor Citizen No. (if applicable): _____ Date of Birth: _____

Total amount of Distribution Shares and income paid to Citizen/Guardian: \$ _____

B. CITIZEN'S/GUARDIAN'S RELEASE

I am the Citizen Guardian of the Minor named above and I acknowledge and agree to the following:
[the applicable box must be checked]

- I approve the attached accounting of the Distribution Shares that I am, or the Minor is, if applicable, entitled to and held by the Huu-ay-aht First Nations and Director on my, or the Minor's, if applicable, behalf;
- I confirm receipt of the full partial Distribution Shares held and income in the amount stated above; and
[the applicable box must be checked]
- I on my own behalf, and on behalf of the Minor, if applicable, remise, release and forever discharge the Huu-ay-aht First Nations and the Director, his or her heirs, executors, administrators and assigns, of and from all manner of actions, causes of action, suits, duties, accounts, bonds, covenants, contracts, liens, claims and demands whatsoever against the Huu-ay-aht First Nations or the Director in relation to the Distribution Shares I, or the Minor, if applicable, ever had, now have or which my, or our, if applicable, heirs, executors, administrators or assigns or any of them hereafter can, shall or may have in the future in relation to the Distribution Shares and the administration and management of those Distribution Shares by the Huu-ay-aht First Nations and Director.

Signature of Citizen: _____ **Date signed:** _____

Signature of Director: _____ **Date signed:** _____