

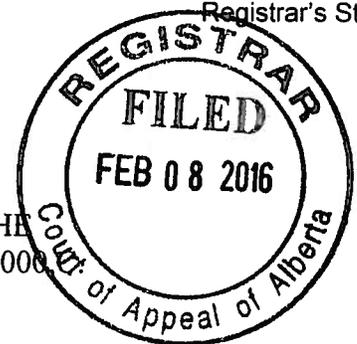
**COURT OF APPEAL OF ALBERTA**

Form 49  
[Rule 13.19]

**COURT OF APPEAL FILE NUMBER:** 1603-0029AC

**TRIAL COURT FILE NUMBER:** 1103 14112

**REGISTRY OFFICE:** EDMONTON



IN THE MATTER OF THE  
TRUSTEE ACT, R.S.A 2000  
T-8, AS AMENDED

IN THE MATTER OF THE  
SAWRIDGE BAND INTER  
VIVOS SETTLEMENT  
CREATED BY CHIEF  
WALTER PATRICK TWINN,  
OF THE SAWRIDGE INDIAN  
BAND, NO. 19, now known as  
SAWRIDGE FIRST NATION,  
ON APRIL 15, 1985 (the "1985"  
Sawridge Trust")

**APPLICANT:** PUBLIC TRUSTEE OF ALBERTA

**STATUS ON APPEAL:** Appellant

**STATUS ON APPLICATION:** Applicant

**RESPONDENTS:** ROLAND TWINN, CATHERINE TWINN, WALTER  
FELIX TWIN, BERTHA L'HIRONDELLE, and  
CLARA MIDBO, as Trustees for the 1985 Sawridge Trust

**STATUS ON APPEAL:** Respondents

**STATUS ON APPLICATION:** Respondents

**RESPONDENT:** SAWRIDGE INDIAN BAND NO. 19, NOW KNOWN AS  
THE SAWRDIGE FIRST NATION

**STATUS ON APPEAL:** Respondent

**STATUS ON APPLICATION:** Respondent

**RESPONDENT:** CATHERINE TWINN, As a Trustee of the 1985 Trust

**STATUS ON APPEAL:** Respondent

**STATUS ON APPLICATION:** Respondent

**DOCUMENT:** **AFFIDAVIT IN SUPPORT OF APPLICATION  
FOR A STAY PENDING APPEAL**

**ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:**

**Hutchison Law**  
#190 Broadway Business Square  
130 Broadway Boulevard  
Sherwood Park, AB T8H 2A3

Attention: Janet L. Hutchison  
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Fax: (780) 417-7872  
Email: [jhutchison@jlhlaw.ca](mailto:jhutchison@jlhlaw.ca)  
File: 51433 JLH

**AFFIDAVIT OF ROMAN BOMBAK**

**Sworn on February 8, 2016**

I, Roman Bombak, Lawyer, of Edmonton, Alberta, SWEAR THAT:

1. I am the Manager of Information and Legal Services in the Office of the Public Guardian and Trustee (“OPGT”).
2. Unless otherwise stated, my Affidavit is based on information I have obtained from a review of the documents filed in Court of Queen’s Bench of Alberta, Action No. 1103 14112 (“the Action”), in which case the document is referenced within my Affidavit; the attached exhibits; or information provided by Janet L. Hutchison, of Hutchison Law, Counsel for the OPGT. In all cases, I verily believe the same to be true.

### **Background Leading to December 17, 2015 Judgment**

3. On September 6, 2011, the Trustees of the 1985 Trust (“the Trustees”) applied to Court of Queen’s Bench for advice and direction regarding the “administration and management of the property held in the 1985 Trust”. On September 6, 2011 Justice Thomas directed the Trustees to bring an advice and direction application, with notice to listed individuals, including the Office of the Public Trustee. [Source: Order of Justice Thomas, QB Action No. 1103 14112, filed September 6, 2011] The Order directed the Trustees:
  - i.) To seek direction with respect to the definition of "Beneficiaries" contained in the 1985 Sawridge Trust, and if necessary to vary the 1985 Sawridge Trust to clarify the definition of "Beneficiaries"; and
  - ii.) To seek direction with respect to the transfer of assets to the 1985 Sawridge Trust.
4. On February 14, 2012, the OPGT filed an application for advice and directions to, *inter alia*, determine the terms of its appointment as litigation representative for the minors affected by the Action, including the scope of its role in questioning on matters relevant to identification of the minor beneficiaries and potential minor beneficiaries. [Source: Application of the Public Trustee, QB Action No. 1103 14112, filed February 14, 2012]
5. On June 12, 2012, Justice Thomas issued his reasons for decision on the OPGT’s application for advice and directions (“Sawridge #1”). The Trustees appealed that decision. The decision was upheld by the Alberta Court of Appeal on June 19, 2013 (“Sawridge #2”). Based on the decisions in Sawridge #1 and #2, the OPGT understood its terms of appointment under s. 6 of the *Public Trustee Act* included: [Source: Sawridge #1: *1985 Sawridge Trust v. Alberta (Public Trustee)* [2012] A.J. No. 621 (Q.B.); Sawridge #2: *1985 Sawridge Trust v. Alberta (Public Trustee)* [2013] A.J. No. 640 (C.A.) ]
  - i.) The OPGT was to act as the independent litigation representative for the minor beneficiaries and children of applicants seeking membership in Sawridge First Nation (“Candidate Children”) (collectively being “the Affected Minors”) with

the obligation to identify the Affected Minors it represented; [Source: Sawridge #1, para 32, 36, 40, 42 and 50; Sawridge #2, para. 13, 19, 21, 25, 27, and 28]

ii.) The OPGT was to inquire into the process the Sawridge First Nation (“SFN”) used to determine membership, specifically information that would assist the Court and the OPGT to evaluate whether or not those processes are discriminatory, biased, unreasonable, delayed without reason, or otherwise breach *Charter* principles and the requirements of natural justice. [Source: Sawridge #1, para 54]

iii.) The OPGT’s independence in the proceedings was protected by measures including: a.) full and advance indemnity for its costs; and b.) an exemption from liability for costs awards in favor of any other participants in the Action. [Source: Sawridge #1, para 36, and 42; Sawridge #2, para. 19, 21, 25- 28]

6. The OPGT had no statutory duty to act in this proceeding. Under s. 6 of the *Public Trustee Act*, the OPGT can refuse a Court ordered appointment. It reviewed the terms set by the Court and determined they were sufficient to permit the OPGT to act as an independent and effective litigation representative for the Affected Minors. The terms also satisfied the OPGT’s condition that its consent to participate in the Action would not place any financial burden on Alberta taxpayers. [Source: Sawridge #2, para. 19]

7. The OPGT relied on Sawridge #1 and Sawridge #2 as setting the terms of its capacity, the tasks and functions it was assigned and the terms of its appointment as litigation representative for the Affected Minors in the Action up to December 17, 2015. The OPGT understood those terms permitted it to pursue questioning and submissions on matters relevant to the proposed beneficiary definition change, including:

i.) If the SFN membership process, being the process that would identify beneficiaries under the new definition, is discriminatory, biased, unreasonable, delayed without reason, or otherwise in breach of *Charter* principles or the requirements of natural justice, would the proposed definition be void for reasons of public policy; and

- ii.) If the Trustees are placed in a conflict of interest in identification of beneficiaries under the proposed beneficiary definition, can the definition be adopted, and if so, with what conditions to protect the interests of the Affected Minors.

### **Production Application**

8. In June 2015, various applications were filed in the Action by the Trustees and the OPGT. The OPGT's applications included an application requesting production of documents from the SFN ("the Production Application"). The documents requested were to assist the Court and the OPGT to evaluate whether or not those membership processes were discriminatory, biased, unreasonable, delayed without reason, or otherwise in breach of *Charter* principles or the requirements of natural justice, as contemplated by Sawridge #1. The information was also needed to identify all of the Candidate Children. [Source: Sawridge #1, para. 54; Application of the Public Trustee, QB Action No. 1103 14112 , filed June 12, 2015; Affidavits of Roman Bombak, QB Action No. 1103 14112 , filed June 12, 2015 and June 26, 2015]
9. The OPGT presented evidence at the Production Application to support its position that both the Court and the OPGT must be on inquiry regarding the Trustee's conflicts and whether the SFN membership processes were discriminatory, biased, unreasonable, delayed without reason, or otherwise in breach of *Charter* principles or the requirements of natural justice. [Sources:
  - i.) Affidavit of Aline Elizabeth Huzar, dated November 30, 2011, para. 13;
  - ii.) Affidavit of Elizabeth Poitras, dated December 7, 2011, para. 5-16; Excerpts of Transcript filed June 12, 2015;
  - iii.) Affidavit of Roman Bombak dated June 26, 2015, which attached four affidavits from membership candidates;
  - iv.) Paul Bujold's Answers to Undertakings, UT #33, found at Exhibit 7 to Affidavit of Roman Bombak, dated June 12, 2015, which listed 14 membership applications that had taken between 4-9 years to process;

- v.) Affidavit of Catherine Twinn, dated December 8 , 2014, Exhibit 16 to Affidavit of Roman Bombak, dated June 12, 2015;
- vi.) Overlapping Roles of Sawridge Trustees summarizing Paul Bujold's UT #1-9, Appendix A of the Written Brief of the Public Trustee, filed June 12, 2015, also attached as Exhibit "A" to this my Affidavit]

10. The OPGT does not have sufficient information to determine the exact numbers of Candidate Children affected by these issues. However, the available information suggests it is a significant group in comparison to existing number of Trust beneficiaries. Specifically:

- i.) Attached to this my Affidavit as Exhibit "B" is a true copy of a table prepared by Supreme Advocacy LLP and Hutchison Law summarizing some of the information contained in the 147 Trust beneficiary application forms produced in response to Paul Bujold's Undertaking #24. On the basis of the information contained in those forms, the OPGT concluded there were likely 45 minor children who could be considered Candidate Children represented by the OPGT under the terms of Sawridge #1 and Sawridge #2; [Source: Paul Bujold, Answers to Undertakings, Answer to UT #24]
- ii.) The Trustees acknowledged in Mr. Bujold's evidence that individuals who regained their status as Indians pursuant to the provisions of *Bill C-31*, and who have been deemed to be affiliated with SFN by the Minister, may be potential beneficiaries of the 1985 Trust due to their possible affiliation with the SFN. [Source: para. 12, September 6, 2011, Affidavit of Paul Bujold]. Mr. Bujold's Answer to Undertaking #29 included a November 22, 2011 email from Jim Kindrake at Justice Canada advising there were 374 individuals affiliated with SFN, of which 60 appeared to be minors. While the OPGT could not determine 2015 figures, on the basis Undertaking #29, the OPGT concluded there could be

as many as 60 minor children who could be considered Candidate Children represented by the OPGT under the terms of Sawridge #1 and Sawridge #2;

11. On January 18, 2016, the SFN served the OPGT with the information the Court directed the SFN to provide pursuant to para. 56 and 57 of the December 17, 2015 Judgment (“the Judgment Under Appeal”. The SFN has requested the schedules to its letter remain confidential as they contain individuals contact information. A true copy of SFN’s letter, without attached schedules, is attached to this my Affidavit as Exhibit “C”.

12. The response in the January 18, 2016 correspondence and schedules, appear consistent with the variations to the terms of the OPGT’s capacity, tasks and functions and terms of appointment imposed by the Judgment Under Appeal. Under the OPGT’s varied terms of appointment, it appears the OPGT is restricted to representation of 6 potential minor beneficiaries, rather than the 39-54 minors who qualified as Candidate Children under Sawridge #1 and #2.

### **The December 17, 2015 Decision**

13. The Judgment Under Appeal, issued in response to the OPGT’s Production application, went beyond the production issues and directed variations to the OPGT’s capacity, the tasks and functions it was assigned and the terms of its appointment as litigation representative for the Affected Minors. [Source: Reasons for Judgment, QB Action No. 1103 14112, filed December 17, 2015, including para. 36-37, 48-49, 51-56, 69-71]

14. The OPGT was not notified prior to December 17, 2015 that its capacity, the tasks and functions it was assigned or the terms of its appointment as litigation representative for the Affected Minors were under review. The OPGT had no opportunity to make submissions on how the variations would affect the interests of the Affected Minors.

15. After careful review of the Judgment Under Appeal, the OPGT has concluded that, amongst other things, the following variations have been ordered: [Source: Reasons for Judgment, QB Action No. 1103 14112, filed December 17, 2015, including para. 36-37, 48-49, 51-56, 69-71]

- i.) The OPGT is prohibited from questioning, production requests or submissions regarding whether SFN membership processes are discriminatory, biased, unreasonable, delayed without reason, or otherwise in breach of *Charter* principles or the requirements of natural justice. The OPGT is unable to make effective, or potentially any, submissions on how these issues affect the validity of the proposed beneficiary definition variation and how that affects the interests of Affected Minors;
- ii.) The OPGT is prohibited from questioning, production requests or submissions regarding the conflicts of interest that exist for the Trustees under the proposed beneficiary definition variation. The OPGT is unable to make effective, or potentially any, submissions on how these issues affect the validity of the proposed beneficiary definition variation and how that affects the interests of Affected Minors;
- iii.) The OPGT is prohibited from representing minor children of applicants for SFN membership whose membership application has been lost, misplaced, or deemed to be “incomplete” by the SFN, regardless of whether those circumstances are due to the membership process itself being affected by discrimination, bias, being unreasonable, delays without reason, breaches of *Charter* principles or breaches the requirements of natural justice;
- iv.) The restriction on representation of Affected Minors, based on available information, appears to have removed the legal representation in the Action for between 39-54 Candidate Children; and
- v.) The OPGT’s independence is no longer protected by the Court of Appeal’s order for full and advance indemnity for costs and exemption from costs awards in favor of all

other participants in the Action. These were absolute conditions set by the OPGT's agreement to act as litigation representative.

16. In relation to paragraph 15 (v), herein, the OPGT's concerns about the erosion of its independence and costs protections has been confirmed on three occasions since the issuance of the Judgment Under Appeal:

- i.) Justice Thomas' email dated January 29, 2016, a true copy of which is attached to this my Affidavit as Exhibit "D", which stated (emphasis added):

*"I will not sign this order because I have not seen all of the materials referenced in the preambles. Further, please advise Ms. Hutchison and all counsel that no extensions of filing deadlines will be granted, that as the case management judge I should have been approached for a stay before going to the CA, the CA chambers judge must be advised that I would refuse a stay and request that they do so as well. My message is get on with it and failure to comply with the directions contained in my December decision will have costs consequences including suspension of the indemnity for costs for the OPTG."*

- ii.) Denton's correspondence dated January 25, 2016, a true copy of which is attached is attached to this my Affidavit as Exhibit "E", which stated, *inter alia*:

*"We simply do not agree that the decision on costs is cast in stone and not reviewable. It was a case management order and the Court clearly has jurisdiction to review it and the Court of Appeal itself addressed the costs as not being a blank cheque. We believe there is risk in a costs award for the Public Trustee especially when we should all welcome the refocus that has been directed which will expedite the litigation and expedite the potential benefits to all the beneficiaries."*

- iii.) Parlee McLaw's correspondence dated January 26, 2016, a true copy of which is attached is attached to this my Affidavit as Exhibit "F", which stated, *inter alia*

*“We agree that in accordance with paragraph 71 of Mr. Justice Thomas’ decision, there may be costs consequences for the Public Trustee. We however do not agree with your comments about Mr. Justice Thomas’ jurisdiction to deal with costs. Mr. Justice Thomas has a large discretion with respect to an award of costs. Mr. Justice Thomas also has the power to vary the terms or conditions imposed on The Public Trustee as a litigation representative.”*

### **The Need for a Stay**

17. The implementation of the Judgment Under Appeal will have significant consequences for the interests of Affected Minors and for the public interest, including:

- i.) A group of Affected Minors, possibly between 39-54 minors, no longer have the OPGT as their litigation representative in this matter, or indeed any legal representation, in the Action;
- ii.) Although all parties’ counsel consented to an extension of the time to file the 5.13 applications ordered by the December 17, 2015 Reasons for Judgment pending the outcome of this stay application, the Case Management Justice refused the extension. On January 29, 2016, at 11:31AM, the Case Management Justice ordered the OPGT to file the 5.13 applications by the end of that day or face costs consequences. As such, the applications were prepared and filed under the restricted terms set by the Judgment Under Appeal. Also, the OPGT was required to prepare and file the Rule 5.13 application without having the opportunity to question Paul Bujold, the Sawridge Trustee’s witness and designated officer, on his Answers to Undertakings or his Affidavit of Records;
- iii.) The OPGT will be restrained from questioning the Trustee’s witness or making fulsome submissions regarding the merits or validity of the proposed beneficiary definition change in all Court of Queen’s Bench appearances contemplated by the Judgment Under Appeal, as noted in paragraphs 7 and 15 (i) and (ii), herein;

iv.) There are additional, and key, submissions and decisions required by the Judgment Under Appeal, all of which are intended to be addressed prior to the end of April 2016. This will include hearings on the Applications referenced in paragraph 17 (ii), above. The OPGT will be pursuing questioning, taking positions on identification of beneficiaries and taking positions on fairness of distribution from the Trust, while under Court order to refrain from:

a.) Submissions on behalf of the Affected Minors regarding how Trustees conflicts of interest or SFN membership processes that are discriminatory, biased, unreasonable, delayed without reason, or otherwise in breach of *Charter* principles or the requirements of natural justice affect the validity of the beneficiary definition;

b.) Consideration of the interests, and representation, of 39-54 Candidate Children the OPGT represented until the Judgment Under Appeal prohibited further representation of those minors.

18. There will be dispersal, or at least dissipation, of trust assets before the appeal is heard. The Judgment Under Appeal directs a distribution of assets into two pools once the other steps directed are completed, which appears likely to occur before April 30, 2016. [Source: Reasons for Judgment, QB Action No. 1103 14112, filed December 17, 2015, including para40-41 and 62-65].

19. Attached to this my Affidavit as Exhibit "G" is a true copy of Denton's proposal dated January 21, 2016. Attached to this my Affidavit as Exhibit "H", is a copy of Exhibit L to the Affidavit of Paul Bujold, filed September 13, 2011, showing the approximate costs of that proposal in 2009 dollars.

20. In addition to these impacts on the interests of Affected Minors, without a stay pending appeal, the public interest in protection of minors will be irreparably harmed. The public interest in preserving the OPGT's statutory powers will also be irreparably harmed as the OPGT's statutory rights and powers under s. 6 of the *Public Trustee Act* will be denied until such time as an appeal is heard.

21. All of the above, combined, represents what I understand to be irreparable harm to the interests of the Affected Minors and the public interest, in that these impacts cannot be fully remedied by monetary remedies. In addition, the only just remedy that fully protects the interests of the Affected Minors the OPGT was originally appointed to represent, is a stay pending appeal.

22. I make this Affidavit in support for the Public Trustee's of an application for a Stay of the December 17, 2015 Reasons for Judgment pending outcome of the within appeal.

SWORN BEFORE ME at Edmonton, Alberta, )  
this 8 day of February, 2016. )

\_\_\_\_\_)  
Commissioner for Oaths in and for the )  
Province of Alberta )

Glenn A. Godfrey  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

  
\_\_\_\_\_)  
**ROMAN BOMBAK** )

THIS IS Exhibit "A" referred to in the Affidavit (or statutory declaration) of Roman Bombak

Sworn (or affirmed or declared) before me this 8 day of February A.D. 2016

A. Commissioner for Oaths in and for Alberta

Glenn A. Godfrey  
Barrister and Solicitor  
Notary Public in and for Alberta

QB Action No. 1103 14112

Overlapping Roles of Sawridge Trustees

Taken from, inter alia, Paul Bujold Answers to Undertakings #1-#9

Name	Roles	Decisions
<b>Walter P. Twinn</b>	<ul style="list-style-type: none"> <li>Chief of Sawridge First Nation (pre-1985 through to October 30, 1997)</li> <li>Trustee of 1985 Trust (April 1985-October 1997)</li> <li>Trustee of 1986 Trust (August 1986-October 30, 1997)</li> <li>Settlor of 1982, 1985 and 1986 Trust</li> <li>Band member (and member of Membership Appeal Committee)</li> <li>Trust beneficiary</li> </ul>	<p><u>Past Trustee</u></p> <p>Made membership decisions as a member of Council</p> <p>Heard appeals from those decisions as a Band Member (member of Appeal Committee)</p>
<b>George V. Twin</b>	<ul style="list-style-type: none"> <li>Band Councillor (Feb 85-August 1997)</li> <li>Trustee of 1985 Trust (April 1985-August 1997 )</li> <li>Trustee of 1986 Trust (August 1986 – August 1997)</li> <li>Band member (and member of Membership Appeal Committee)</li> <li>Trust beneficiary</li> </ul>	<p><u>Past Trustee</u></p> <p>Made membership decisions as a member of Council</p> <p>Heard appeals from those decisions as a Band Member (member of Appeal Committee)</p>
<b>Chief Roland Twinn</b>	<ul style="list-style-type: none"> <li>Band Councillor (August 1997-Feb 2003)</li> <li>Current Chief (February 2003-present)</li> <li>Member of Membership Review Committee</li> <li>witness in Sawridge Bill C-31 membership litigation</li> <li>Trustee of 1985 Trust (March 2002-present)</li> <li>Trustee of 1986 Trust (March 2002 to present)</li> <li>Band member (and member of</li> </ul>	<p><u>Current Trustee</u></p> <p>Makes Membership decisions/ recommendations at every stage of the Membership process (membership review committee, Chief and Council and Membership Appeal Committee)</p>

Name	Roles	Decisions
	Membership Appeal Committee) <ul style="list-style-type: none"> <li>Trust beneficiary</li> </ul>	
<b>Walter Felix Twinn</b>	<ul style="list-style-type: none"> <li>Band Councillor (pre-1985 to Feb 2003, continuous)</li> <li>Settlor of 1982, 1985 and 1986 Trust</li> <li>Former Member of Membership Committee</li> <li>Trustee of 1985 Trust (December 1986-January 2014)</li> <li>Trustee of 1986 Trust (Nov 1997-January 2014)</li> <li>Band member (and member of Membership Appeal Committee)</li> <li>Trust beneficiary</li> </ul>	<u>Past Trustee</u>  Made Membership decisions/ recommendations at every stage of the Membership process (membership review committee, Chief and Council and Membership Appeal Committee)
<b>Catherine Twinn</b>	<ul style="list-style-type: none"> <li>Member of Membership Review Committee</li> <li>-Counsel for Sawridge First Nation in Sawridge Bill C31 membership litigation</li> <li>Trustee of 1985 Trust (December 1986-present)</li> <li>Trustee of 1986 Trust (August 1986-present)</li> <li>Band member (and member of Membership Appeal Committee)</li> <li>Trust beneficiary</li> </ul>	<u>Current Trustee</u>
<b>Bertha L'Hirondelle</b>	<ul style="list-style-type: none"> <li>former Chief (October 1997- February 2003)</li> <li>Band Councillor (Feb 2003-Feb 2007)</li> <li>Member of Membership Committee</li> <li>witness in Sawridge Bill C-31 membership litigation</li> <li>Trustee of 1985 Trust (November 1997-present)</li> <li>Trustee of 1986 Trust (November 1997 to present)</li> </ul>	<u>Current Trustee</u>  Made Membership decisions/ recommendations at every stage of the Membership process (membership review committee, Chief and Council and Membership Appeal Committee)

Name	Roles	Decisions
	<ul style="list-style-type: none"> <li>• Band member (and member of Membership Appeal Committee)</li> <li>• Trust beneficiary</li> </ul>	
<b>Clara Midbo</b>	<ul style="list-style-type: none"> <li>• Trustee of 1985 Trust (March 2002- July 2014)</li> <li>• Trustee of 1986 Trust (March 2002-July 2014)</li> <li>• witness in Sawridge Bill C-31 membership litigation</li> <li>• Band member (and member of Membership Appeal Committee)</li> <li>• Trust beneficiary</li> </ul>	<u>Former Trustee</u>
<b>Justin Twin</b>	<ul style="list-style-type: none"> <li>• Band Councillor (February 2005-present)</li> <li>• Trustee of 1985 Trust ( January 2014 to present)</li> <li>• Trustee of 1986 Trust (January 2014 to present)</li> <li>• Band member (and member of Membership Appeal Committee)</li> <li>• Trust beneficiary</li> </ul>	<u>Present Trustee</u>

**Paul Bujold, Undertaking #24  
Potential Minor Beneficiaries**

Name	Date of Trust Application	Information on Membership Application	List of Minor Children; if any
1. Conway Belcourt D.O.B.- 1971	February 24, 2010	Membership Denied, September 19, 2012. See Ex.7, Questioning P.Bujold	Kyle Belcourt-Gladue Klersten Belcourt (*likely minor dependants)
2. Sheena Lee Cardinal D.O.B. 1986	February 21, 2010	Membership Denied, December 11, 2011. See Ex.7, Questioning P.Bujold	Ronin Auger (*likely minor dependant)
3. Misty Lee Dokken D.O.B. 1979	January 6, 2010	None available	Phoenix Fayant-Dion Joshua Fayant-Dion Avery Fayant-Dion (*likely minor dependants)
4. Sydney Midbo D.O.B. February 26, 2006 *	April 30, 2010	None Available	IS A MINOR
5. Casey Elijah Midbo D.O.B.- August 21, 2003	April 30, 2010	None available	On list of non-beneficiaries- Paul Bujold UT #31
6. Ethan Roy Midbo D.O.B. August 8, 2004 *	April 30, 2010	None Available	IS A MINOR *On list of minor non-beneficiaries- Paul Bujold UT #31
7. Jamie Gail Hunt (Maiden: O'Connell) D.O.B. 1978	April 5, 2010	None available	On list of minor non-beneficiaries- Paul Bujold UT #31 Kate Kona Hunt Kennedy Koda Hunt (*likely minor dependants)

This is Exhibit "B" returned to in the Affidavit (or statutory declaration) of Roman Bombak

Sworn 'or affirmed or declared) before me this 8 day of February A.D. 20 16

\*Commissioner for Oaths in and for Alberta

Glenn A. Godfrey  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

Paul Bujold, Undertaking #24  
Potential Minor Beneficiaries

Name	Date of Trust Application	Information on Membership Application	List of Minor Children; if any
8. Michelle Elizabeth Paquette D.O.B. 1972	November 7, 2010	None available	Victoria Ashley Taylor Matthew Aaron Taylor Amber Christian Faith Dix Franklyn Layne Dix Judith Charity Dix  (*likely minor dependants)
9. Heather Jacqueline Poitras D.O.B. 1970	June 9, 2010	None available	Theoren Poitras Anastasia Poitras Tamara Poitras  (P. Bujold UT #22 includes 2011 email stating eldest just turned 18)  (*includes 1-2 minor dependants)
10. Jeanine Marie Potskin	February 5, 2010	None available	Jaise Ariel Potskin- D.O.B. March 25, 2003 Jorga Lynn Moodie- D.O.B. January 29, 2008  (*minor dependants)  * On list of minor beneficiaries- Paul Bujold UT #31
11. Nia Brooke Donald Lewis D.O.B. June 27, 2006	August 30, 2010	None available	IS A MINOR
12. Niomi Mary Ann Donald D.O.B. December 12, 2007	August 30, 2010	None available	IS A MINOR

Paul Bujold, Undertaking #24  
Potential Minor Beneficiaries

Name	Date of Trust Application	Information on Membership Application	List of Minor Children; if any
13. Stiles Ansley Donald January 5, 2005	August 30, 2010	None available	IS A MINOR
14. Crystal Marie Poitras- John DOB 1968	May 11, 2010		Corbin Poitras (D.O.B. 1988) Jasmine Fowillard Jesse John Jordan John  (*likely includes 2-3 minor dependants)
15. Trent Ryan Albert Potskin D.O.B. 1981	January 28, 2010	None available	Ethan Elijah Tallia M.L.  (*minor dependants)  *On list of minor beneficiaries- Paul Bujold UT #31
16. Nicole Tanya Marie Poitras	May 12, 2010	None available	Alisha Claire Poitras- D.O.B. 1995 Tonan Ashley Herman Poitras- D.O.B. 2000 Tyreese Cameron Poitras- DOB 2003  (*includes 2 minor dependants)
17. Deanna Marie Quintal D.O.B. 1971	December 12, 2011	None available	Derek Luke Quintal Darren Luke Quintal Roseanna Mary Quintal  (*likely minor dependants)

Paul Bujold, Undertaking #24  
Potential Minor Beneficiaries

Name	Date of Trust Application	Information on Membership Application	List of Minor Children; if any
18. Justice Walter William Twin D.O.B. 2001	June 8, 2010	None available	<b>IS A MINOR</b>  * On list of minor beneficiaries- Paul Bujold UT #31
19. Nicole Charmaine Clara Twin	January 13, 2011 R: February 2, 2011	None available	Dominique Twin- D.O.B. 1994 Taylor Peterson- D.O.B. 2002 <b>(*includes 1 minor dependants)</b>
20. Orleane Jennifer Claire Twin D.O.B. 1982	July 22, 2010	None available	Miel Bella Twin Abdi- D.O.B. 2004 Shirdon Keith Abdi- D.O.B. unknown <b>(*likely 2 minor dependants)</b>
21. Miel Bella Twin, Abdi D.O.B. 2004  ***mother's application above	July 29, 2010	None available	<b>IS A MINOR</b>
22. Wesley Irving Joseph Twin (son of Walter Felix Twin) D.O.B. 1963	February 26, 2010	Approved  See April 17, 2008 letter, Ex. 7, P. Bujold Questioning.	Brittany Emma Marie Twin- D.O.B. 1993 Heather Doris Anne Twin- deceased Justice Walter William Twin- D.O.B. 2001 (*has own application) Alexander Lennon Luke Twin- D.O.B. 2005 (*has own application) <b>(*includes 2 minor dependants)</b>  * On list of minor beneficiaries- Paul Bujold UT #31

Paul Bujold, Undertaking #24  
Potential Minor Beneficiaries

Name	Date of Trust Application	Information on Membership Application	List of Minor Children; if any
<b>23.</b> Alexander Lennon Luke Twin D.O.B. 2005	R: June 8, 2010	None available	<b>IS A MINOR</b>  *On list of minor beneficiaries- Paul Bujold UT #31
<b>24.</b> Darcy Alexander Twin D.O.B. 1977	May 17, 2010	None available	Autumn Twin Logan Twin River  <b>(*likely includes minor dependants)</b>  *On list of minor beneficiaries- Paul Bujold UT #31
<b>25.</b> Grace Erika Worden D.O.B. 1987	July 25, 2011  R: September 22, 2011		Kenzie Desha Kasokeo Kazley Tahilla Harmony Ward  <b>(*likely minor dependants)</b>



**PARLEE MCLAWS LLP**  
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This is Exhibit "C" referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

before me this

February

A.D. 2016

EDWARD H. MOLSTAD, Q.C.  
DIRECT DIAI 780 423 8506  
DIRECT FAX 780 423 2870  
EMAIL emolstad@parlee.com  
OUB# FII.F.# 64203-7/EHM

Via email

A Commissioner for Oaths in and for Alberta

January 18, 2016

Hutchison Law  
190 Broadway Business Square  
130 Broadway Boulevard  
Sherwood Park, Alberta T8H 2A3

Attention: Ms Janet Hutchison

Glenn A. Godfrey  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

Dear Madam:

Re: Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust)  
QB Action No. 1103 14112

Pursuant to the Decision of the Honourable Mr. Justice D.R.G. Thomas rendered on December 17<sup>th</sup>, 2015, (Schedule "1"), it has been directed that the Sawridge First Nation provide the following:

1.(a) the names of individuals who have made applications to join Sawridge First Nation which are pending (adults who have unresolved applications to join Sawridge First Nation);

1.(b) the names of individuals who have had applications to join Sawridge First Nation rejected and are subject to challenge (adults who have applied for membership in Sawridge First Nation but have had that application rejected and are challenging that rejection by appeal or judicial review); and

2. The contact information for those individuals where available. (Paragraph 56 and 57 of the Reasons for Judgment).

In response to this Direction, we attach as Schedule "2" the names of the adult individuals who Sawridge First Nation advise have made application to join Sawridge First Nation and said applications are pending (adults who have unresolved applications to join Sawridge First Nation) with their contact information (address and phone number).

In relation to individuals who have had applications to join Sawridge First Nation rejected, Sawridge First Nation advises that the last application for membership in Sawridge First Nation that was denied occurred on December 9<sup>th</sup>, 2013 and there was no appeal in relation to that Decision.

Sawridge First Nation Membership Rules provide that when a Membership Application has been denied, an appeal of such decision to the electors of the Band must be initiated by delivering

Notice in writing to the Band Council at the office of the Band within 15 days after communication to him or her of the Decision of the Band Council.

Sawridge First Nation advises that there are no appeals with respect to denial of Membership outstanding at this time.

Sawridge First Nation also advises that there are no outstanding applications for Judicial Review of denial of any application for membership decided by the Electors of the Sawridge First Nation at this time.

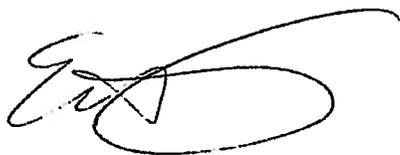
Although the Reasons for Judgment of The Honourable Mr. Justice D.R.G. Thomas did not specifically deal with this matter, Sawridge First Nation has interpreted the spirit of this decision to include the obligation on the part of Sawridge First Nation to provide the names of the adult parents of any minor who has made application for Membership and their application is outstanding.

In this regard, we attach as Schedule "3" a list of the adult parents who have made application for their minor children for Membership in the Sawridge First Nation with the contact information (address and phone number) of the parent.

We are not including the enclosures with the copies of this letter sent to all other counsel in order to maintain confidentiality.

Yours truly,

**PARLEE McLAWS LLP**



EDWARD H. MOLSTAD, Q.C.

EHM/tlk  
Encl.

**Janet Hutchison**

---

**From:** Denise Sutton <Denise.Sutton@albertacourts.ca>  
**Sent:** Friday, January 29, 2016 11:31 AM  
**To:** Molstad, Edward H.  
**Cc:** (emeehan@supremeadvocacy.ca), EugeneMeehan; (kplatten@mross.com), KarenPlatten; (necumming@bryanco.com), Nancy Cumming; Kennedy(priscilla.kennedy@dlapiper.com), Priscilla; Poretti, 'Marco S.; doris.bonora@dentons.com; jhutchison@jlhlaw.ca  
**Subject:** Re: Sawridge Band Inter Vivos Settlement et al (64203-7/EHM)

Dear Counsel:

**Re: Sawridge Band Inter Vivos Settlement**

Thomas J is out of country - but has asked me to send the following:

*I will not sign this order because I have not seen all of the materials referenced in the preambles. Further, please advise Ms. Hutchison and all counsel that no extensions of filing deadlines will be granted, that as the case management judge I should have been approached for a stay before going to the CA, the CA chambers judge must be advised that I would refuse a stay and request that they do so as well. My message is get on with it and failure to comply with the directions contained in my December decision will have costs consequences including suspension of the indemnity for costs for the OPTG.*

Thanks - Denise

Denise Sutton, Judicial Assistant to  
The Hon. Mr. Justice D.R.G. Thomas,  
The Hon. Madam Justice A.B. Moen,  
The Hon. Mr. Justice R.P. Marceau,  
The Hon. Mr. Justice G.A. Verville  
[Denise.Sutton@albertacourts.ca](mailto:Denise.Sutton@albertacourts.ca)  
(780) 422-2324 - Phone  
(780) 644-8975 - General Office Phone  
(780) 422-8854 - Fax

This is Exhibit "D" referred to in the Affidavit (or statutory declaration) of  
Roman Bombak

Sworn (or affirmed or declared)  
before me this 8 day of  
February A.D. 2016

A Commissioner for Oaths in and for Alberta

**Glenn A. Godfrey**  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

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>>> "Edward H. Molstad" <[emolstad@parlee.com](mailto:emolstad@parlee.com)> Jan 28, 2016 04:06 PM >>>  
Please see attached.

Edward H. Molstad Q.C. | Counsel



1500 Maruliffe Place, 10180-101 Street Edmonton, AB T5J 4K1  
Direct: 780.423.8506 | Fax: 780.423.2870 | Email: [emolstad@parlee.com](mailto:emolstad@parlee.com)

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 D +1 780 423 7188

Dentons Canada LLP  
 2900 Mainville Place  
 10180 - 101 Street  
 Edmonton, AB, Canada T5J 3V5

大成 Salons FMC SNR Denton McKenna Long  
 dentons.com

January 25, 2016

File No.: 551860-1

Hutchison Law  
 #190 Broadway Business Square  
 130 Broadway Boulevard  
 Sherwood Park AB T8H 2A3

Attention: Janet L. Hutchison

Dear Madam:

RE: **Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust)**  
**QB Action No. 1103 14112, CA Action No. 1603 0029**  
**Your File No.: 51433 JLH**

Glenn A. Godfrey  
 Barrister and Solicitor  
 A Commissioner for Oaths/  
 Notary Public in and for Alberta

**Response to Correspondence**

We are writing in response to your letter of January 22, 2016. We are somewhat disappointed that you did not write to us sooner and, with only one weekend to respond, given that the decision was rendered on December 17, 2015. As you know, both Sawridge First Nation and the Sawridge Trustees have already complied with two significant tasks that they were directed to complete. Thus we are prejudiced in the tardiness of your request. We have taken Justice Thomas' decision as a direction for the parties to proceed expeditiously and with focus. We have done that as has the First Nation.

We are disappointed that the Public Trustee is seeking to appeal. The Public Trustee could simply comply with the direction of Justice Thomas. The decision to appeal is costly and unnecessary for these interim directions set out in the decision of December 17, 2015.

**Necessary Steps in Litigation**

We do not agree that any of the steps directed by Justice Thomas will be unnecessary if the appeal is successful. The applications under Rule 5.13 involve matters that would remain relevant regardless of the outcome of the appeal. We would be pleased if the Public Trustee would proceed with their requests for documents and any subsequent applications expeditiously so that document production could be complete.

In respect of our agreement to advise the Public Trustee of which documents in our production are new and have not been given to you previously, we would have thought that such a task was better completed by you but under the threat of increased costs if we did not complete this task, we agreed to provide you with a list. We are unhappy that you have now used this as a threat against us. We will however provide you with a list of documents that are new. There are a minimal number.

This is Exhibit " E " referred to in the  
 Affidavit (or statutory declaration) of  
Roman Bumbak  
 Sworn (or affirmed or declared)  
 before me this 8 day of  
February A.D. 20 16  
 A Commissioner for Oaths in and for Alberta

**Stay, Consolidation and Fast Track application**

We do not have instructions to agree to a stay. We do not agree with the Public Trustee's suggestion that the Public Trustee will make the consolidation and issue of fast track a condition of agreeing to the stay. We do not see any issues with consolidation nor of considering these appeals in the nature of fast track appeals. If the Public Trustee proceeds with contesting these issues we will certainly consider asking the court to look at costs. There is no reason for the Public Trustee to contest these two issues.

**Irreparable Harm**

In respect of the issue of the stay, the Public Trustee has advised that there will be irreparable harm by virtue of a potential distribution of the trust. If the Public Trustee read our distribution scheme it would see that there is no plan to do any capital distribution. From the start of this litigation we have advised that there has been no distribution from the 1985 trust and there would be no distribution from the 1985 trust until the definition of beneficiary is determined. If the Public Trustee needs further confirmation of this, we can provide it and would be prepared to give an undertaking that no distributions will occur. Thus, there is no irreparable harm in respect of this issue of the distribution. Further, the very nature of Justice Thomas' decision is that he is to approve the distribution scheme. Thus, no final decision has been made even under his decision.

In respect of whether costs for taking unnecessary steps are irreparable harm, we can only suggest that that the appeal of procedural steps directed by a case management justice and a stay application for procedural steps is certainly showing that the Public Trustee has little concern for the expenditure of funds that belong to minors. Again, the Public Trustee has the option of simply complying with the direction of Justice Thomas.

Further we believe that you were copied on our letter to Justice Thomas to confirm that a capital distribution was not required and he advised that any distribution scheme would be considered. Until there is an approved distribution scheme, it is difficult to see how there is irreparable harm. The Public Trustee could always appeal the distribution scheme. This appeal is premature and unnecessary.

**Extension of time limits**

We are reluctant to agree to any extension of the time limits. We would prefer to have the Public Trustee embrace the decision of Justice Thomas and proceed with his directions expeditiously. However, given that the Public Trustee has chosen to appeal and seek a stay, we are prepared to extend the time limits for the Public Trustee to make applications under Rule 5.13 for which the deadline is January 29, 2016. We agree that those time limits can be extended to 2 weeks following the stay application decision.

However, we will only agree to this extension on the basis that the stay application proceed expeditiously and on the first available date. We understand that the first date was February 3, 2016. We wish to proceed as soon as possible.

Please be advised that we are granting the extension on the basis that the Public Trustee proceed expeditiously. In the event that there is delay in proceeding with the stay application, we reserve the right to withdraw our approval of the extension in which case the time limits will start to run and the Public

Trustee will be obligated to comply within two weeks of a notice received from the Sawridge Trustees. If the Public Trustee does not comply, they will be obligated to make an application for an extension of the time periods.

We will not agree to extensions of the deadlines beyond January 29, 2016 as we believe that there is likely to be a decision on the stay before any other deadlines expires. We would certainly reconsider our position on this if the date for the stay application affects other dates.

### **Stay Application**

Please set the date as soon as possible. It is our understanding that the practice is to seek the stay in front of the Justice who made the order. Thus we believe the Public Trustee should go back to Justice Thomas to seek the stay. We believe he is most familiar with the action and what impact the stay would have on the litigation. We would ask that the stay occur without the need for briefs. We trust that the Public Trustee agrees we should be minimizing the costs. Please canvas dates with counsel as soon as possible.

### **Questioning of Paul Bujold**

We do not agree that the questioning of Paul Bujold has any impact on the deadlines imposed on the Public Trustee. Paul Bujold does not know which documents the First Nation has and thus no questioning of Paul Bujold will help the Public Trustee determine whether it should bring Rule 5.13 applications against the First Nation. In any event that issue could be dealt with in front of the case management justice as it is merely a scheduling issue. It did not warrant a costly appeal.

In speaking to the First Nation, we understand they are prepared to consider the request of the Public Trustee in correspondence before any application is brought. Please consider this step to avoid the costs of an application.

### **Costs for Ms. Twinn's Pending Application**

We do not understand the sentence: "Depending on the outcome of Ms. Twinn's pending application, there should be consideration for every participant except Mr. Stoney, Ms. Huzar and Ms. Koiosky." We do not understand the Public Trustee's interest in any other participants. Once again we hope that the Public Trustee will heed the direction of the Court to refocus and proceed with the application before the court involving the minor beneficiaries

### **Costs**

We simply do not agree that the decision on costs is cast in stone and not reviewable. It was a case management order and the Court clearly has jurisdiction to review it and the Court of Appeal itself addressed the costs as not being a blank cheque. We believe there is risk in a costs award for the Public Trustee especially when we should all welcome the refocus that has been directed which will expedite the litigation and expedite the potential benefits to all the beneficiaries

With respect, we do not agree with the suggestion that agreeing to a stay and extensions achieves the goal of minimizing costs. Agreeing to follow the procedural decision of Justice Thomas would minimize costs. The Public Trustee has not chosen that path.

### Conclusion

This we seek immediately:

1. Dates for a stay application.
2. Confirmation that the conditions of extension of time are acceptable.
3. Confirmation on whether the Public Trustee will be seeking to contest the issue of consolidation and fast track appeal.

We look forward to your response in this matter.

Yours truly,  
Dentons Canada LLP

Doris Bonora  
DCEB/sh

- c c. Hutchison Law  
Attn: Janet Hutchison  
Eugene Meehan, Supreme Advocacy
- cc E. Molstad, Q.C., Parlee McLaws LLP  
(Sawridge First Nation)
- cc P. Kennedy, DLA Piper LLP
- cc K. Platten, Q C , McLennan Ross  
(Catherine Twinn)
- cc N. Cumming, Q C/J. Kueber, Q.C , Bryan & Co.  
(Four Trustees)
- Cc Marco Poretti, Reynolds, Mirth, Richards & Farmer LLP



Doris Bonora

doris.bonora@dentons.com  
D +1 780 423 7108

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T +1 780 423 7100  
F +1 780 423 7276

This is Exhibit "G" referred to in the Affidavit (or statutory declaration) of

Roman Bombak

Sworn (or affirmed or declared)

before me this February day of A.D. 2016

A Commissioner for Oaths in and for Alberta

Glenn A. Godfrey

File No.: 551890-1

Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta



COPY

January 21, 2016

DELIVERED

The Honourable Mr. Justice D.R.G. Thomas  
Law Courts Building  
1A Sir Winston Churchill Square  
Edmonton AB T5J 0R2

Dear Sir:

RE: 1985 Sawridge Trust - Action No. 1103 14112  
December 17, 2015 – Reasons for Judgment  
Distribution Scheme

Please find enclosed herein the proposed distribution arrangement for the 1985 Sawridge Trust, as approved by the Sawridge Trustees, in accordance with your Reasons for Judgment dated December 17, 2015.

Yours truly,

Dentons Canada LLP

DORIS C.E. BONORA  
DCEB/sh

Yours truly,

Reynolds, Mirth, Richards & Farmer LLP

MARCO S. PORETTI  
MSP/SH

Enclosures

- c.c. Hutchison Law  
Attn: Janet Hutchison (w/enclosures)  
Eugene Meehan (w/enclosures) (EMAIL)
- cc E. Molstad, Q.C., Parlee McLaws LLP (w/enclosures)  
(Sawridge First Nation)
- cc P. Kennedy, DLA Piper LLP (w/enclosures)
- cc K. Platten, Q.C., McLennan Ross (w/enclosures)  
(Catherine Twinn)
- cc N. Cumming, Q.C./J. Kueber, Q.C., Bryan & Co (w/enclosures)  
(Four Trustees)

arrangement to minors who are children of beneficiaries or potential beneficiaries.”

There should be no need for an extension of time in relation to this direction as your application for a stay should be dealt with prior to March 15<sup>th</sup>, 2016.

- c) Paragraph 46 of Mr. Justice Thomas’ Reasons for Judgment provides as follows:  
“[46] The Public Trustee shall by January 29, 2016 prepare and serve a *Rule* 5.13(1) application on the Sawridge Band that identifies specific types of documents which it believes are relevant and material to the issue of the assets settled in the 1985 Sawridge Trust.”

Sawridge First Nation is prepared to agree to an extension of time to a date to be fixed on the basis that the application for a stay proceed expeditiously. We would anticipate that this date will be approximately two weeks after the decision on the application for a stay.

- d) Paragraph 61 of Mr. Justice Thomas’ Reasons for Judgment provides as follows:  
“[61] My understanding from the affidavit evidence and submissions of the SFN and the 1985 Sawridge Trustees is that the Public Trustee has already received much information about persons on the SFN’s membership roll and prospective and rejected candidates. I believe that this will provide all the data that the public Trustee requires to complete Task 3. Nevertheless, the Public Trustee is instructed that if it requires any additional documents from the SFN to assist it in identifying the current and possible members of category 2, then it is to file a *Rule* 5.13 application by January 29, 2016. The Sawridge Band and Trustees will then have until March 15, 2016 to make written submissions in response to that application. I will hear any disputed *Rule* 5.13 disclosure application at a case management hearing to be set before April 30, 2016.”

Sawridge First Nation is prepared to agree to extensions of time to dates to be fixed on the basis that the application for a stay proceeds expeditiously. We would anticipate that the date of January 29<sup>th</sup>, 2016 will be extended to approximately two weeks after the decision on the application for a stay. We would also anticipate that the other dates in this paragraph would be adjusted accordingly.

With respect to the factors that you describe on page two and three of your letter, our response to these bullet points are as follows:

- a) We have no information to suggest that the Sawridge Trustees will be proceeding with a distribution of the 1985 Trust until the final resolution of the Sawridge Trustees application to amend the definition of beneficiaries;
- b) It is the position of the Sawridge First Nation that the appeal of Justice Thomas’ decision as it relates to Sawridge First Nation is devoid of merit. Sawridge First Nation will be asking the Court to take this into consideration in relation to costs, indemnification for costs and who should be responsible to pay costs.

- c) The Sawridge Trustees are better able to respond to this than Sawridge First Nation. We do note however, this paragraph seems to suggest that the Public Trustee does not know what documents the Public Trustee seeks from Sawridge First Nation that are relevant and material to the specific issues.
- d) With respect to questioning of Paul Bujold on his Affidavit of Records, our comments are the same as described above in Paragraph c.
- e) We agree that in accordance with paragraph 71 of Mr. Justice Thomas' decision, there may be cost consequences for the Public Trustee. We however do not agree with your comments about Mr. Justice Thomas' jurisdiction to deal with costs. Mr. Justice Thomas has a large discretion with respect to an award of costs. Mr. Justice Thomas also has the power to vary the terms or conditions imposed on The Public Trustee as a litigation representative.

If the Public Trustee intends to make any application pursuant to Rule 5.13(1) in relation to Sawridge First Nation, we would ask that you provide our offices with particulars of the record or records that will be the subject matter of the application. We would request a reasonable period of time to review this in order to determine whether the record is under the control of Sawridge First Nation, there is a reason to believe that the record is relevant and material and Sawridge First Nation would be required to produce the record if the matter were a trial.

In the event that you do not intend to make any application pursuant to Rule 5.13(1) in relation to Sawridge First Nation, we would appreciate your advice once that decision has been made.

Yours truly,

**PARLEE McLAWS LLP**



EDWARD H. MOLSTAD, Q.C.

EHM/tlk

Cc: Reynolds Mirth Richards & Farmer LLP – Attn: Mr. Marco Poretti  
Cc: Dentons LLP – Attn: Ms Doris Bonora  
Cc: Bryan & Company – Attn: Ms Nancy Cumming, Q.C.  
Cc: McLenna Ross LLP – Attn: Ms Karen Platten, Q.C.  
Cc: DLA Piper – Attn: Ms Priscilla Kennedy  
Cc: Supreme Advocacy LLP - Mr. Eugene Meehan, Q.C.  
(ALL VIA EMAIL ONLY)



**PARLEE MCLAWS** LLP  
BARRISTERS & SOLICITORS | PATENT & TRADEMARK AGENTS

This is Exhibit "F" referred to in the Affidavit (or statutory declaration) of

*Roman Bumbak*

January 26, 2016

Sworn (or affirmed or declared)

before me this 8 day of February A.D. 2016

EDWARD H. MOLSTAD, Q.C.  
DIRECT DIAL 780 423 8506  
DIRECT FAX 780.423 2870  
EMAIL: emolstad@parlee.com  
OUR FILE #. 64203-7/EHM

Hutchison Law  
190 Broadway Business Square  
130 Broadway Boulevard  
Sherwood Park, Alberta T8H 2A3

Attention: Ms Janet Hutchison

A Commissioner for Oaths in and for Alberta

Glenn A. Godfrey  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

Via email

Dear Madam:

Re: **Sawridge Band Inter Vivos Settlement (1985 Sawridge Trust)**  
QB Action No. 1103 14112

In reply to your letter received Friday, January 22<sup>nd</sup>, 2016 at 1:52 p.m., we would advise that the time you have allowed for us to respond is not reasonable.

With respect to your comments about the activity required between now and April 2016, Sawridge First Nation, by letter dated January 18<sup>th</sup>, 2016 has complied with the Court's directions in Paragraphs 56 and 57 of Mr. Justice Thomas' December 17<sup>th</sup>, 2015 Reasons for Judgment. Sawridge First Nation requires no stay in relation to these Directions.

With respect to the case manager's correspondence, we would ask that you provide us with your position without conditions as to whether your client agrees that the Appeals be consolidated and fast tracked.

With respect to your request that Sawridge First Nation consent to a stay application, we would advise that the Sawridge First Nation takes no position in relation to your application for a stay at this time.

With respect to your request that the parties consent to an extension of time to a date two weeks after the decision on the stay in relation to all January 29<sup>th</sup>, 2016 deadlines and the reasons for Judgment with a provision to adjust all other deadlines by the same amount of time, we respond as follows:

- a) Sawridge First Nation has already responded to the deadline of September 29<sup>th</sup>, 2016 described in paragraph 56 and 57 of Mr. Justice Thomas' Reasons for Judgment;
- b) Paragraph 43 of Mr. Justice Thomas' Reasons for Judgment provides as follows:  
"[43] The Public Trustee shall have until March 15, 2016 to prepare and serve a Rule 5.13(1) application on the SFN which identifies specific documents that it believes are relevant and material to test the fairness of the proposed distribution

**Proposed Distribution Arrangement**  
**of the Sawridge Band Inter Vivos Settlement ("Trust")**

**A. Introduction**

The court has directed that the trustees of the Trust propose a distribution scheme for the Trust. The Public Trustee has been tasked with ensuring fair treatment of minors in the distribution of assets, identifying potential minor beneficiaries and high level review of the distribution process but such supervision is to be done at the highest level and only to ensure a fair and equitable distribution.

This proposed distribution scheme is provided for information as we understand that the Court has concerns and jurisdiction over the protection of minors.

The Trust was established to invest assets of the Sawridge First Nation to provide funds for the members of the Sawridge First Nation and for the future generations of members of the Sawridge First Nation. (Paul Bujold Questioning on Affidavit: page 75 line 7-13) (Tab "A")

The application before the court is to determine a definition of beneficiaries and this proposed distribution scheme will address the payment of funds from the trust and to whom such payments should be made.

**B. Intentions of the Settlor**

In the trust deed, the opening paragraph says that the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution are members of Sawridge Indian band No. 19... and the future members of such band... and for that purpose has transferred to the trustees property. (See Trust Deed Tab "B").

The intentions of the Settlor were to set aside funds to provide for the members of the First Nation over many generations. The Settlor was the Chief at the time and he certainly would have had the ability to decide to pay out capital distributions to his members if he thought that was in their best interests. His desire and vision was not to squander the resources of the First Nation but instead to invest the assets so that the resources would be available for many successive generations.

### **C. Proposed Scheme of Distribution**

#### **1. Introduction**

The distribution of funds from the Trust must be according to the Trust Deed. The Trust Deed says that the funds will be paid out according to the discretion of the Trustees and based on the benefit to the beneficiaries of the Trust (paragraph 6 of the Trust Deed Tab "B"). In the Trust Deed the Trustees may make payments from the income or the capital of the Trust as they see fit in their unfettered discretion, and as is appropriate for one or more beneficiaries. In paragraph 8 of the Trust Deed, the Trustees are authorized to do all acts necessary, or desirable for the purpose of administering the Trust for the benefit of the beneficiaries. Thus it is clear that the administration of the Trust and the payment to beneficiaries is to be focused on the benefit of the beneficiaries and their families.

#### **2. Distribution of Funds as per the policies of the Trustees**

Since the 1985 Trust was established, no distributions have been made from the Trust. Payments have been made from the 1986 Trust. In 2009, the Trustees engaged the Four Worlds Center for Development Learning to prepare recommendations for the development and implementation of the Sawridge Trust's beneficiary program. After consultation with the Trustees and members of the Sawridge First Nation, a number of balancing principles were identified in the report done by the Four Worlds Center for Development Learning. One of the balancing principles was to balance the needs of present and future generations. Further, the beneficiaries identified that there was a need for limits on benefits and understood that there are finite limits to benefits that can flow from the trust in order to benefit all beneficiaries and the community over time.

Following the release of the Four Worlds Center report, the Trustees engaged in a process to develop policies for the payment of funds from the 1985 and 1986 Trusts. The Trustees were exercising their discretionary power to determine which policies to put in place, and how funds would be paid under each policy. To date the policies have been used to make payments from the 1986 Trust. The Trustees will use the same policies for the 1985 Trust once the uncertainty around the beneficiary definition is solved.

The Sawridge Trustees passed a number of policies that provide for benefits to the beneficiaries of both the 1985 and 1986 Trusts and to the dependents of beneficiaries of both trusts. The policies are as follows:

- a) **Health, Dental, Vision Care and Life Insurance benefit** - program provides for health, dental, vision care to the beneficiaries and their dependents and life insurance benefit to the beneficiaries;
- b) **Education Support Fund benefit** - this benefit provides payments for the beneficiaries or their dependents to provide for tuition and fee support, support for books and equipment, living expense supports while the beneficiaries or their dependents are attending a recognized education program;
- c) **Addictions Treatment Support Fund benefit** - this benefit provides for the beneficiaries, or their dependents to attend eligible treatment programs;

- d) **Child and Youth Development benefit** - benefit provides up to \$10,000 per annum to assist with costs associated with caring and educating a special needs dependent on a reimbursement or prepaid basis and up to \$8,500 per annum to assist with childcare costs for a dependent on a reimbursement or prepaid basis;
- e) **Compassionate Care and Death benefit** –this benefit provides payments to a beneficiary for travel costs for family members travelling to visit an ill or injured family member, reasonable accommodation costs, reasonable meal costs for the beneficiary and family, parking costs and child care costs for underage children. It also provides for home modifications, special equipment or dietary supplies or special medications not covered by the health plans. The death benefit provides the cost of transporting remains of the deceased, cost of burial or cremation, cost of the wake, the funeral and headstones, cost of transporting the beneficiary and family to the funeral, costs of accommodation, meals for the beneficiary and family, if the funeral is held at some distance;
- f) **Seniors Support benefit** - this benefit is to provide support for elders who have provided much to the building of the community and is a monthly supplement to other government programs received by the senior;
- g) **Personal Development and Alternative Health benefit** - this benefit provides the beneficiaries, or their dependents, including children, money up to \$2,000 per annum for fitness and nutrition, self-esteem building programs, payments for alternative health, herbs and supplements and fitness equipment, visits to traditional healers, including the costs of transportation and other expenses;
- h) **Income Replacement benefit** - this benefit provides an income replacement of up to \$5,000 per year for any beneficiary if they lose income as a result of attending a personal healing program or because of extended sick leave from work because of an illness;
- i) **Recognition of Beneficiaries and Dependents Educational Achievements** - this benefit provide a recognition of \$250 or suitable gift along with a framed certificate to a graduate of a recognized educational program to assist with finding employment or celebrating their achievement;
- j) **One Time Only "Good Faith" Cash Disbursement** - this benefit provides a one-time payment to every beneficiary of \$2,500, either immediately if they are an adult or upon the beneficiary attaining the age of 18.

A copy of each of the policies is attached as Tab "C". The brochures provided in respect of each of the policies which are provided to each of the beneficiaries are attached as Tab "D".

At the present time, these are the policies which have been approved by the Trustees to support the beneficiaries of both the 1985 and 1986 Trusts. The Trustees continue to investigate the needs of the beneficiaries and their dependents and continue to discuss new policies for payment of benefits as needs arise. The principles behind the payments relate to strengthening individuals

in the community and strengthening the community as a whole. These principles were identified as important to the First Nation.

3. **Distributions Available to Minors**

Of interest to the Court and to the Public Trustee is how minor children who are the children of beneficiaries are treated. If a minor is a member of the First Nation then they are entitled to all the benefits under all of the policies. The following policies provide for the benefit of the families and dependents of a beneficiary, including their minor children and dependents who are not members:

- a) The **Health, Dental, Vision Care benefit** - program provides for health, dental, vision care for beneficiaries and their dependents who are under 18 or under 25 if they are attending a post-secondary institution.
- b) The **Education Support Fund benefit** provides funding to an eligible dependent who is a natural or adopted child of an eligible beneficiary which child is under 25 years of age and registered in a full-time or part-time education program with an accredited educational institution.
- c) The **Addictions Treatment Support Fund benefit** provides a benefit to an eligible dependent which will include a natural or adopted child of an eligible beneficiary which child is under 25 and living at home with the eligible beneficiary.
- d) The **Child and Youth Development benefit** provides funding for a child of the beneficiary who suffers a permanent physical or mental disability, who is a natural child or adopted child of an eligible beneficiary, as well as for child care, if required, for all children of beneficiaries who are working or going to school.
- e) The **Personal Development and Alternative Health benefit** provides funding for an eligible dependent of a beneficiary which will include a natural or adopted child who is under 25 years of age and living at home with an eligible beneficiary. This policy provides for the payment of all manner of programs for children including sports and fitness programs.
- f) The **Income Replacement benefit** provides a benefit to an eligible dependent of a beneficiary who is a natural or adopted child who is under 25 years of age and living at home with the eligible beneficiary.
- g) The **Recognition of Beneficiaries and Dependents Educational Achievements benefit** provides for the dependents of a beneficiary to receive recognition for educational achievements. A dependent is defined as a natural or adopted child of an eligible beneficiary provided the dependent is living with the beneficiary or still considered to be a dependent of the beneficiary.
- h) The **Compassionate Care and Death benefit** - provides payments to a beneficiary or their children for expenses as set out in the policy.

The policies that do not provide for minors are the Senior's Support benefit and the Cash Disbursement benefit.

Thus it can be said that almost all of the policies provide a benefit to minor dependents (up to the age of 25 or older) of beneficiaries even though the dependent is not a beneficiary. Once the child is no longer dependent as defined in the policies, the child is no longer eligible until they apply and become a member of the Sawridge First Nation. It is submitted that virtually all the needs of a minor child are covered by the policies. If there are needs identified that are not covered above, the Trustees have an ability to implement new policies to cover such needs. The Trustees recognize the need to assess the needs of the beneficiaries and their families and the needs of the community and implement new or replacement policies that best meet the needs of the beneficiaries and their dependents and that best meets the needs of the community.

We must be mindful of the fact that the First Nation considers itself to be a community and a family that supports one another. The principles identified in the Four Worlds Report clearly show that there is a focus on both individual and community development.

The minors of the Sawridge First Nation have not been forgotten in the trust or in the benefits paid by the trust. The Trustees know that the First Nation can only be successful by nurturing and providing for the children who will be the members and leaders of the First Nation in the future.

The struggle of the Trustees in making payments under the policies is that almost 50% of the annual funding provided to the trusts from the companies has been paid in legal fees in this and related litigation. The trusts could provide greater support for its members if this litigation could be concluded.

**4. Proposed Distribution Scheme: Proposal to provide for Present Beneficiaries and their families into the future**

The Trustees are requesting that the Court approve a distribution scheme that would allow the Trustees to follow the policies set out above and future similar policies for the benefit of the beneficiaries of the trust and their dependents as such are defined in each policy.

**Beneficiaries:** The beneficiaries of the Trust will be the members of the First Nation as is set out in the Membership List maintained by the First Nation. The dependents of those beneficiaries will receive the benefits set out in the policies. The Trustees propose to ask the court to amend the definition of beneficiary in the trust as set out in Tab "E" attached by striking the necessary words from the definition to remove the discriminatory language.

**Trust Payments:** There will be distributions whether of income or capital in accordance with the policies set out above and future policies passed. These payments are in accordance with the trust deed. In this way the Trust can continue to provide for the needs of the current beneficiaries and their families and for the beneficiaries and their families in the future.

**Two Pools of Funds :** The court identified the need to establish two pools of funds. The Trustees propose to satisfy this requirement by identifying those funds which are necessary for the provision of payments under the policies on an annual basis for those beneficiaries and their families which are identified at any given time and by keeping invested the funds for future generations of beneficiaries and their families.

**Pool Number One:** At the present time, the Trustees prepare a budget of their expected requirements and provide that budget to the directors of the corporations whose shares

are owned by the Trust. The directors then provide the trust with the necessary funds to meet the budget. The Trustees always have the ability to request further funds from the directors if the need arises. This will in essence be pool number one.

**Pool Number Two:** The second pool will be the current and future investments of the Trust, which will be available for the current and future beneficiaries and their dependents according to the policies in place at any given time.

#### 5. Complete Capital Distribution

We do not interpret the Court judgment as directing a full and complete capital distribution of the trust but in the event that such is interpreted by any party we set out the dangers of such an interpretation below.

Capital distributions have been examined extensively and have been viewed as a dangerous exercise of discretion for First Nations. First, there would need to be a liquidation of the Sawridge branded hotels and businesses that are currently owned by the Trust. It would destroy the vision of the Settlor of the trust. The ability to know the numbers of future generations is limited and thus it will be very difficult to determine the people who are to be provided for in the future.

Capital distributions from the trust can also be viewed as a form of welfare and can lead to a dependency on payments resulting in the same effect as federal welfare payments: thus, reduced interest in education and diminished motivation and work ethic leading to reduced employment—all contributing to greater social problems. If beneficiaries begin relying on capital distributions as a source of income, a full and complete capital distribution could also leave beneficiaries in a position where reckless decisions are made upon a receipt of a windfall that cannot be sustained by future distributions from the trust.

A full capital distribution would also divert resources away from the social programs outlined in the proposed distribution scheme that were established for the income beneficiaries of the Trust. Capital is a reserve source of funds to supplement the valuable social programs supported by Pool Number One.

An expectation for capital distributions can also lead to greater conflict in the question of tribal enrollment and disputes arising regarding tribal citizenship.

A consideration which is particularly striking given the current economic outlook in Alberta is the uncertainty and unpredictability of natural resource markets. Retaining trust capital will help moderate future uncertainties and can add to Pool Number One established for income beneficiaries in the trust and their dependents. Maintenance of capital will also allow diversification of investments to also moderate risk throughout a recessionary economy.

Some benefits to capital distributions have been identified, such as the ability for beneficiaries to meet their urgent needs and to shift agency in the determination of how the money should be used away from the tribal governments to individuals and families. As well, capital distributions can be used strategically as a policy tool and can incentivize certain goals such as school enrollment. Although, we acknowledge these benefits, in most cases these benefits would also be achieved with small, one-time capital distributions, such as the One-Time Good Faith Cash

Disbursement. The benefits could be eroded with larger capital distributions, if larger distributions exacerbate the dangers we have noted above.

**Nature of a Discretionary Trust.**

**a. Discretionary payments for the needs of beneficiaries**

The distribution of Trust funds is to be paid to the benefit of the beneficiaries and their families. The Trustees have an unfettered discretion as to how to direct the distribution of income and capital from the Trust in the nature of a discretionary trust. A discretionary trust is described in *Waters on Trusts* as a trust "in which the creator of the trust... imposes the duty upon the trustees to distribute income or capital among the beneficiaries described in the trust instrument... as the trustees think fit" [Donovan W.M. Waters, Mark Gillen & Lionel Smith, *Waters' Law of Trusts in Canada*, 4<sup>th</sup> ed. (Thomson Reuters Canada Limited: Toronto, 2012) at p 36 (*Waters on Trusts*).] It is the duty of the trustees to consider when and how the discretion ought to be exercised and the decision of the trustees must fall within the objects of the trust and the power conferred upon the trustees (*Waters on Trusts* at p 988). The trustees of a discretionary trust are also bound by the fundamental duties of a trustee, that is: not to delegate their duties; not to personally benefit from the trust property; to act with honesty and act with the prudence expected of a reasonable person administering their own affairs; and to decide on the exercise of their discretion in line with the best interests of the beneficiaries (*Ibid* at pp 906, 988).

**b. Avoiding Capital Payments to beneficiaries which destroys the Trust**

In circumstances where the trustees of a discretionary trust have unfettered discretion as to the distribution of income and capital, then their decision as to the quantum of the distribution, allocation of the distribution between income and capital and the recipients of the distribution should be deferred to by the court. The trustees have the duty to consider whether the discretion to distribute income or capital ought to be exercised; however, it may be the case that the trustees determine that it is in the best interests of the beneficiaries to annually distribute income to the benefit of the beneficiaries and their families but to postpone the collapse of the trust by distributing capital. As discussed below, the court should only interfere with the exercise of the trustees' discretion in exceptional circumstances.

**c. Jurisdiction of the Court to direct payment of funds**

The Court should only intervene to direct the payment of funds from the Trust when the Trustees fail to give proper consideration as to whether their discretion ought to be exercised. Or alternatively, when the discretion was exercised but the Trustees either acted outside the scope of the power conferred upon them in the trust deed or took into account irrelevant or unreasonable considerations in making their decision. No remedy has been sought in respect of distribution of the trust and there is no evidence of the Trustees acting outside the scope of their power or taking into account irrelevant or unreasonable considerations.

When considering the degree of control a court can exercise over a trustee that holds absolute discretion, *Waters on Trusts* notes that an axiomatic feature of a trustee's dispositive discretion in a discretionary trust is "that provided the trustees act with good faith (i.e., honestly, thoughtfully, objectively and fairly) in the exercise of their discretion, the court will not interfere or counter their decision" (*Ibid* at p 1203, fn 149). *Gisborne v Gisborne* [(1877), 2 App. Cas. 300 (H.L.)] is the

leading case from the House of Lords which represents the principle that the court should not interfere with the discretion of trustees unless there is some "*mala fides*", meaning bad faith or fraud. The Ontario Court of Appeal in *Fox v Fox Estate* extended the definition of *mala fides* to circumstances where the trustee's discretion is conducted in an undesirable manner or if the discretion is influenced by extraneous matters [28 O.R. (3d) 396 (1996) at para 12 (*Fox*)]. In *Fox*, the extraneous consideration impugned by the Court of Appeal was based on religious discrimination rather than a consideration of what would benefit the beneficiaries as specified in the trust deed.

Alberta courts have confirmed the principle adopted in *Fox* in *McNeil v McNeil* [2006 ABQB 636] and *Lecky Estate v Lecky* [2011 ABQB 802 (*Lecky*)]. Alberta courts have confirmed that if the trustees are acting within the scope of their duties conferred upon them by the trust deed, then their exercise of discretion should be "afforded considerable deference" (*Lecky* at para 50). *Waters on Trusts* summarizes the principle as established in Canadian law: the court will not intervene with the decision of the trustees who are exercising their discretion if they do not agree with the decision or would have not have made the same decision but will intervene if the decision was so unreasonable that no "honest or fair-dealing" trustee would have made it, if the trustee took into account irrelevant considerations with respect to the decision, or when the discretion was not exercised and the trustees could not show that proper consideration was given as to whether the discretion ought to be exercised (*Waters on Trusts* at pp 989-990).

**F. Proposal to Provide for the protection of minors and reporting to the Public Trustee**

The Trustees would propose to provide a report to the Public Trustee identifying the payments that have been made to beneficiaries from the 1986 trust since 2009. The report would not identify individuals, but would identify the amounts paid. This will allow the Public Trustee to assess whether the payments are being made in a fair and equitable manner.

**G. Conclusion**

We submit that the above proposed distribution scheme meets all criteria for this discretionary trust, meets the criteria set for the trust by the Court and allows the Public Trustee to satisfy its mandate. The Public Trustee is assured that the trust is providing benefits to minor dependents through their adult beneficiary or to the minor directly if the minor is a member. Parents can apply on behalf of a minor for the minor to become a member of the First Nation in order for the minor to become a beneficiary of the Trust. The child as an adult could on their own apply to become a member. The Sawridge Trust policies provide cradle to grave support programs which is a benefit to the future of the First Nation members.

1 A I was basing this on documents and conversations that I  
2 have had with various individuals including the  
3 trustees about the reason for the establishment of the  
4 1985 Trust.

5 Q Okay. So which trustees did you discuss that with?

6 A All of them.

7 Q All of them, okay. Can you give me a bit of a summary  
8 of what -- let's start with Catherine Twinn, what her  
9 recollection was about the purposes or intention of the  
10 Trust?

11 A What the purpose of the Trust was to provide for the  
12 economic future of the members of the Sawridge First  
13 Nation. That was pretty much understood by everybody.

14 Q But not Bill C-31 individuals?

15 A Well --

16 Q At that time?

17 A Right, right.

18 Q At that time, okay. So when you say the members, you  
19 mean the members that existed prior to --

20 A In 1985.

21 Q -- Bill 31, okay. And anything else that Catherine  
22 Twinn was able to advise you on or inform you about on  
23 the background or the purposes of the Trust?

24 A Well, the concern, and I can't remember exactly where I  
25 got the information, but I remember from looking at the  
26 court record of the constitutional challenge on Bill  
27 C-31, and some of the testimony of Walter, Chief Walter

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15<sup>th</sup>  
day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,  
GEORGE V. TWIN and SAMUEL G. TWIN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter collectively called  
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

- (b) "Trust Fund" shall mean:
- (A) the property described in the Schedule hereto and any accumulated income thereon;
  - (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
  - (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
  - (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4. The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

8. The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED in the presence of:

Francis Thom  
NAME

A. Settlor

Albert



300 326, Slave Lake, Alberta  
ADDRESS

Francis Thom  
NAME

B. Trustees:

1. Albert



300 326, Slave Lake, Alberta  
ADDRESS

Francis Thom  
NAME

2. John



300 326, Slave Lake, Alberta  
ADDRESS

Francis Thom  
NAME

3. John



300 326, Slave Lake, Alberta  
ADDRESS

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

## Sawridge Trusts Board Policy

<b>Name</b>	Health, Dental, Vision Care and Life Insurance Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-09-1		
<b>Proposed</b>	10-05-05	<b>Approved</b>	10-05-26	<b>Revised</b>	15-12-16

The Trustees of the Sawridge Band Inter-Vivos Settlement and the Sawridge Trust (Sawridge Trusts) are desirous of providing eligible beneficiaries with health, dental, vision care and life insurance coverage;

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries and their dependants must first take advantage of other benefits available through government, First Nation or employer programs or personal insurance plans.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### HEALTH, DENTAL and VISION CARE INSURANCE

In order to achieve this objective, the Trustees have approved a health, dental and vision care insurance program under Great West Life Insurance proposed by the Silverberg Group (summary attached) which covers beneficiaries and their immediate and qualified dependants as of 1 January 2016. This plan will replace previous health insurance plans provided by the Sawridge Trusts under Great West Life, will replace any employee health benefit program presently offered by Sawridge First Nation to beneficiaries and dependants of the Sawridge Trusts and will replace any coverage provided by the Health Canada's Non-Insured Health Benefits (NIHB) for First Nations and Inuit Program.

Where possible, the Sawridge Trusts will enter into an agreement with the Sawridge First Nation in relation to the Sawridge Trusts' health, dental and vision care insurance program, so that if the Sawridge First Nation recovers any eligible amounts from the First Nation Non-Insured Health Benefit Program, or the Government in right of the Crown, with respect to any benefits paid by the Sawridge Trusts on behalf of Status Indians who are Sawridge Trust beneficiaries, that such amounts will be reimbursed or assigned to the Sawridge Trusts.

### LIFE INSURANCE

The Sawridge Trusts will provide, to eligible beneficiaries only, a 10 Year Pay Universal Life Insurance policy for providing coverage of \$250,000 life insurance to beneficiaries between the ages of 0 and 60 years of age.

The Sawridge Trusts will be a permanent and irrevocable named beneficiary to receive \$50,000 from this policy upon the death of the insured the remaining \$200,000 being provided to a beneficiary of the insured's choice;

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Health, Dental, Vision Care and Life Insurance Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-09-2		
<b>Proposed</b>	10-05-05	<b>Approved</b>	10-05-26	<b>Revised</b>	15-12-16

**DEFINITION OF "IMMEDIATE AND QUALIFIED DEPENDENTS"**

For the purposes of the Health, Dental and Vision Care Insurance Benefit, the immediate dependents of beneficiaries will be covered, even if they are not members of the Sawridge First Nation, provided that they are either living with the beneficiary and are under the age of 18 years of age or are attending a post-secondary institution and are under the age of 25 years of age and still consider the home of the beneficiary to be their own home.

**SUPPLEMENTARY BENEFITS**

In cases where the Insurance Benefit does not cover a specific service or item or in cases where the beneficiary use exceeds the limits of a particular benefit, the Trustees may consider an appeal for additional benefits paid directly from Trusts' equity to supplement the amount of the benefit not covered under the Insurance Benefit provided that, in the Trustees' estimation, the additional cost is reasonable and warranted.

**SELF-INSURED PLAN**

The Health, Dental and Vision Care Insurance Benefit is a self-insured plan paid for entirely through Trusts' equity and not part of a group insurance plan. The Benefit is administered for the Sawridge Trusts by Great West Life which charges an administration fee based on the number of beneficiaries and dependents covered by the Benefit.

**NON-DEROGATION**

Nothing in this Policy shall be construed so as to abrogate or derogate from the existing Aboriginal and Treaty rights of Sawridge First Nation beneficiaries as recognized and affirmed in Section 35 of the *Constitution Act, 1982*.

## Sawridge Trusts Board Policy

<b>Name</b>	Education Support Fund Benefit		
<b>Category</b>	Benefits	Number	B-11-1
<b>Proposed</b>	11-02-15	<b>Approved</b>	11-02-15
		<b>Revised</b>	

WHEREAS the Trustees of the Sawridge Band Inter-Vivos Settlement and the Sawridge Trust (Sawridge Trusts) are desirous of providing the beneficiaries and dependents of beneficiaries 25 years of age and under with support that will assist them in educating themselves;

NOW THEREFORE BE IT RESOLVED that the Sawridge Trusts agree to provide an Education Support Fund of \$100,000 annually for the benefit of eligible beneficiaries and eligible dependents as follows:

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation programs, student loans and lines-of-credit and scholarship or student bursary programs and through full or part-time employment.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### DEFINITION OF A BENEFICIARY

3. That, for the purposes of this benefit, a beneficiary shall be defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.
4. That, for the purposes of this benefit, an eligible dependant will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and who is registered in a full-time or part-time education program with an accredited educational institution.

### DEFINITION OF ELIGIBLE EDUCATION PROGRAMS

5. That, for the purposes of this benefit, eligible education programs include:
  - a. Recognised upgrading programs to improve opportunities for higher education.
  - b. Recognised technical and skills development training programs
  - c. Recognised university programs up to and including doctoral level study but not including post-doctoral studies.

### DEFINITION OF EDUCATION SUPPORT BENEFIT CATEGORIES

6. Tuition and Fee Support:
  - a. Including a portion of tuition fees and other required fees to attend an educational program.
7. Support for Books and Equipment:
  - a. Including a portion of the cost of text books and laboratory and other equipment necessary for the study program, including computers.
  - b. Including a portion of any deposits required to cover the cost of damaged or lost equipment.
8. Living Expense Support:
  - a. Including a portion of rent or mortgage payments, utilities, telephone, tenant/home insurance, food, transportation, basic furniture and personal expenses.
  - b. Does not include any portion of the purchase of a vehicle, payment of credit card or other outstanding debts.

## Sawridge Trusts Board Policy

<b>Name</b>	<b>Education Support Benefit</b>			
<b>Category</b>	<b>Benefits</b>	<b>Number</b>	<b>B-11-2</b>	
<b>Proposed</b>	11-02-15	<b>Approved</b>	11-02-15	<b>Revised</b>

### AVAILABLE FUNDING

9. Because funding is limited each year, funding will be made available on a first-come-first-serve basis and on the basis on total funding provided by other funding agencies and by the individual him or herself, that is, if the individual receives maximum funding available through federal government grants or other scholarship programs or if the individual is able to personally fund her/his education through parental contributions or self-employment, this person will not be placed as high in priority as someone who has no financial support programs available to them.
10. Funding will also be accorded in priority to those with high academic performance records.

### ACCESSING FUNDING

11. Those wishing to receive funding for their education from the Trusts will first have to fill out and submit an application for funding available through the Trusts' Office. Applications will be reviewed by the Trusts' Administrator and a decision will be made based on available funding and past academic performance.
12. Successful applicants will be required to provide on-going proof of enrolment, attendance and academic performance in order to be considered for on-going financial support from the Trusts.

## Sawridge Trusts Board Policy

<b>Name</b>	Addictions Treatment Support Fund Benefit			
<b>Category</b>	Benefits	Number	B-12	
<b>Proposed</b>	11-02-15	<b>Approved</b>	11-02-15	<b>Revised</b>

WHEREAS the Trustees of the Sawridge Band Inter-Vivos Settlement and the Sawridge Trust (Sawridge Trusts) are desirous of providing the beneficiaries with support that will assist them in dealing with addictions resulting from substance abuse, more specifically, alcohol and drug abuse;

NOW THEREFORE BE IT RESOLVED that the Sawridge Trusts agree to provide an Addictions Treatment Support Fund of \$40,000 annually for the benefit of eligible beneficiaries and eligible dependents as follows:

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation programs, and health insurance programs.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### DEFINITION OF A BENEFICIARY

3. That, for the purposes of this benefit, a beneficiary shall be defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.
4. That, for the purposes of this benefit, an eligible dependent will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and is living at home with the eligible beneficiary.

### DEFINITION OF ELIGIBLE ADDICTIONS TREATMENT PROGRAMS

5. Eligible treatment programs will include accredited programs provided by reputable professionals with a proven record of success in treating addictions.
6. Priority will be given first to certified treatment programs first in the Province of residence of the beneficiary; second to certified treatment programs within Canada; third to certified treatment programs with North America.
7. Only in special circumstances will consideration be given to treatment programs outside North America and only then with the approval of the Trustees.

### ACCESSING BENEFITS UNDER THE ADDICTIONS TREATMENT FUND

8. Funding for addictions treatment services will only be provided in cases where the beneficiary or dependent has first developed a treatment plan with the Trusts' Administrator and other professionals and has made a commitment to follow through with the full treatment program.
9. While the Trusts recognize that relapses, in the case of addictions, are possible and even likely, the Trusts will not allow abuses of the Addictions Treatment Fund by beneficiaries who repeatedly relapse and have to attend a new treatment program. After the second use of the Fund, every beneficiary application for renewed treatment will require the approval of the Board of Trustees.
10. The Trusts' Administrator is authorized to approve treatment plans and payment for treatment services for the first two applications without having to obtain the approval of the Trustees provided that there remains sufficient funds in the current year's budget for the Addictions Treatment Fund.

## Sawridge Trusts Board Policy

<b>Name</b>	Child and Youth Development Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-10		
<b>Proposed</b>	13-01-15	<b>Approved</b>	13-05-21	<b>Revised</b>	

WHEREAS the Trustees of the Sawridge Band Inter-Vivos Settlement and the Sawridge Trust (Sawridge Trusts) are desirous of providing the children of eligible beneficiaries who have special needs with support that will assist them in developing their capacities and to assist in the education of all children of beneficiaries;

NOW THEREFORE BE IT RESOLVED that the Sawridge Trusts agree to provide a Child and Youth Development Benefit for the special needs children of eligible beneficiaries and to provide assistance with child care costs for normal children as follows:

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation or employer programs or personal insurance plans and government, school or community social service programs.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### DEFINITION OF A BENEFICIARY

3. That, for the purposes of this benefit, a beneficiary shall be defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.
4. That, for the purposes of this benefit, an eligible child will include any child who also suffers from a permanent physical or mental disability either born to an eligible beneficiary, adopted through legal or customary adoption by an eligible beneficiary or for which an eligible beneficiary is the legal guardian.

### DEFINITION OF CHILD AND YOUTH DEVELOPMENT BENEFIT

5. That the child and youth development benefit provide the following benefits:
  - a. An annual amount of up to \$10,000 to assist with the costs associated with caring or educating the special needs child on a reimbursement basis or on pre-paid services.
  - b. An annual amount of up to \$8,500 to assist with child care costs for a child on a reimbursement basis or on pre-paid services.

### APPLICATION

1. That the beneficiary apply for the child and youth development benefit by telephoning, writing or emailing the Trusts' office and providing the necessary information relating to the age of the applicant, the nature of the program the beneficiary wishes to attend and the beneficiary's entitlement to the Trusts Administrator.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Compassionate Care and Death Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-06-1		
<b>Proposed</b>	10-04-19	<b>Approved</b>	10-04-19	<b>Revised</b>	

Whereas the Trustees of the Sawridge Band Intervivos Settlement and the Sawridge Trust (hereinafter referred to as the Trusts) are committed to providing benefits that will support the well-being of the beneficiaries under the two trusts, and  
Whereas the beneficiaries may, from time to time, require the assistance of the Trusts to defray their expenses related to a prolonged or serious illness or death of an immediate family member, The Trustees hereby resolve:

**SUPPLEMENTARY BENEFIT**

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation, employer or personal insurance plans and that the Compassionate Care and Death Benefit will only pay the difference between these other benefits and the actual costs incurred. Benefits will only be paid as long as the Trusts have sufficient resources to cover this cost.

**DEFINITION OF IMMEDIATE FAMILY**

2. That, for the purposes of this benefit, an immediate family member shall be defined as:
  - a. A child of the beneficiary or of her/his current, co-habiting spouse or common-law partner,
  - b. The current, co-habiting spouse or common-law partner of the beneficiary,
  - c. The father or mother or his/her partner of either the beneficiary or her/his current co-habiting spouse or common-law partner,
  - d. Brothers, sisters, stepbrothers or step sisters of either the beneficiary or her/his current, co-habiting spouse or common-law partner,
  - e. Grandparents or step grandparents of either the beneficiary or her/his current co-habiting spouse or common-law partner,
  - f. Grandchildren or step-grandchildren of either the beneficiary or her/his current, co-habiting spouse or common-law partner,
  - g. Son-in-law or daughter-in-law of either the beneficiary or her/his current, co-habiting spouse or common-law partner.

**DEFINITION OF PROLONGED OR SERIOUS ILLNESS OR INJURY**

3. That, for the purposes of this benefit, prolonged or serious illness shall be limited to:
  - a. A serious or life-threatening illness resulting in hospital confinement or intense home care of two or more weeks' duration,
  - b. A serious or life-threatening injury resulting in hospital confinement, intense home care of two or more weeks' duration or resulting in permanent physical handicap,
  - c. An illness, genetic condition or injury, including injury to an unborn foetus resulting in a permanent physical or mental disability.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Compassionate Care and Death Benefit		
<b>Category</b>	Benefits	<b>Number</b>	B-06-2
<b>Proposed</b>	10-04-19	<b>Approved</b>	<b>Revised</b>

**DEFINITION OF COMPASSIONATE CARE BENEFIT**

4. That the compassionate care benefit provide the following benefits if these are not covered by any other health program:
  - a. Reasonable travel costs to and from the location where the ill or injured is in care by personal vehicle or the most economical and reasonable means of public transportation for the beneficiary and her/his family.
  - b. Reasonable accommodation costs for the beneficiary and her/his family while visiting the ill or injured family member at the most reasonable and economical hotel, boarding house or public program accommodation including Ronald MacDonald House for parents with children afflicted with cancer, Sawridge Inns where these are available, bed and breakfast establishments and reasonably-priced hotels and motels.
  - c. Reasonable meal costs for the beneficiary and her/his family while visiting the ill or injured family member at restaurants and hospital and care facility cafeterias or food purchased and prepared by the beneficiary.
  - d. Parking costs while traveling to or from the location where the ill or injured family member is in care.
  - e. Child care costs for under-aged children remaining at home while the parents go to visit the ill or injured family member.
  - f. Home modifications, special equipment or dietary supplies, or special medications not covered by other health plans if the ill or injured family member is being brought to the beneficiary's home for long-term care, recuperation or rehabilitation. In this case, the beneficiary has to provide the Trustees with a detailed long-term plan, including costs, for the care of the ill or injured family member at home, medical recommendations for the equipment and/or dietary needs to care for this person at home, costs and plans for any home modifications in order to accommodate caring for this person at home and costs of any homecare professional help that may be needed.

**LIMITATION OF COMPASSIONATE CARE BENEFIT**

5. That the compassionate care benefit be limited to a maximum of \$6,000 per beneficiary per annum with a maximum lifetime benefit of \$60,000.
6. As part of the total compassionate care benefit allowed, that the Trustees may provide an immediate cash disbursement of up to \$300 within the maximum permitted to cover emergency incidental expenses associated with the incident.
7. That this benefit will only be made available so long as the Trusts have sufficient financial resources to cover this cost.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Compassionate Care and Death		
<b>Category</b>	Benefits	<b>Number</b>	B-06-3
<b>Proposed</b>	10-04-19	<b>Approved</b>	<b>Revised</b>

**DEFINITION OF DEATH BENEFIT**

1. That the death benefit include:
  - a. The cost of transporting the remains to the deceased former home or to the home of the beneficiary.
  - b. The cost of burial or cremation, including the purchase of a plot, the cost of the funeral, headstones and the cost of a post-funeral reception.
  - c. The cost of transporting the beneficiary and her/his family to the funeral, if this is at some distance away from the beneficiary's home.
  - d. The cost of accommodation and meals for the beneficiary and her/his family, if the funeral is being held at some distance away from the beneficiary's home and requires an overnight stay.

**LIMITATION OF DEATH BENEFIT**

2. That the maximum death benefit be \$12,000 per family with a maximum of \$24,000 annually based on submitted receipts.
3. That the Trustees may provide an immediate cash disbursement of up to \$1000 per beneficiary to cover emergency incidental expenses associated with the funeral and burial or cremation of the former family member but that amount will be subtracted from the total benefit paid for this incident.

**LIMITATION OF BENEFIT**

4. That the compassionate care and death benefit will only be paid one time, regardless of whether the beneficiary is eligible for both the Trusts or for only one Trust or the other.
5. That the compassionate care and death benefit will only be paid to adult beneficiaries or to recognized guardians or caretakers of minor beneficiaries.
6. That the compassionate care and death benefit will not pay for lost time from work or business not for any costs associated with employment or business income.
7. That this benefit will only be made available so long as the Trusts have sufficient financial resources to cover this cost.

**APPLICATION**

8. That the beneficiary apply for either the compassionate care benefit or the death benefit by calling or emailing the Trusts office and providing the necessary information relating to the incident and the beneficiary's entitlement to the Trusts Administrator.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Seniors' Support Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-07-1		
<b>Proposed</b>	10-04-19	<b>Approved</b>	10-04-19	<b>Revised</b>	15-12-16

Whereas the Trustees of the Sawridge Band Intervivos Settlement and the Sawridge Trust (hereinafter referred to as the Trusts) are committed to providing benefits that will support the well-being of the beneficiaries under the two trusts, and

Whereas the Trustees desire to provide a benefit that will support the elders who have provided so much toward the building of the community,

Whereas the elders may require additional financial support to benefits provided by Federal and Provincial Governments and community agencies,

The Trustees hereby resolve:

**SUPPLEMENTARY BENEFIT**

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation or employer programs or personal retirement and insurance plans.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

**DEFINITION OF A SENIOR**

- a. That, for the purposes of this benefit, a senior shall be defined as a beneficiary who has achieved 65 years of age.

**DEFINITION OF SENIORS' SUPPORT BENEFIT**

3. That the seniors' support benefit provide the following benefits: A monthly cash disbursement of \$2,500 per eligible beneficiary paid directly to the senior person.

**APPLICATION**

4. That the beneficiary apply for seniors' support benefit by telephoning, writing or emailing the Trusts' office and providing the necessary information relating to the age of the applicant and the beneficiary's entitlement to the Trusts Administrator.

## Sawridge Trusts Board Policy

<b>Name</b>	Personal Development and Alternative Health Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-08-1		
<b>Proposed</b>	14-02-25	<b>Approved</b>	14-02-25	<b>Revised</b>	15-12-16

Whereas the Trustees of the Sawridge Band Intervivos Settlement and the Sawridge Trust (hereinafter referred to as the Trusts) are committed to providing benefits that will support the well-being of the beneficiaries and their dependants under the two trusts, and

Whereas the Trustees desire to provide a benefit that will support beneficiaries and their dependants in their personal growth and development, and will provide some funding for alternative health treatments, The Trustees hereby resolve:

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries and their dependants must first take advantage of other benefits available through government, First Nation or employer programs or personal insurance plans.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### DEFINITION OF A BENEFICIARY

- a. That, for the purposes of this benefit, a beneficiary shall be defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.
- b. That, for the purposes of this benefit, an eligible dependent will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and is living at home with the eligible beneficiary.

### DEFINITION OF PERSONAL DEVELOPMENT AND ALTERNATE HEALTH BENEFIT

1. That the personal development and alternate health benefit provide the following benefits:
  - a. An annual allowance benefit of up to \$2,000 per person.
  - b. The allowance will not be paid directly to the eligible beneficiary except upon the submission of receipts or invoices for
    - i. personal or family counselling provided a recognized traditional healer or elder,
    - ii. recognized fitness or nutrition counselling programs,
    - iii. recognized self-esteem building programs,
    - iv. vitamins, minerals, medicinal herbs, special food supplements,
    - v. fitness equipment.
  - c. In the case of invoices for services provided sent directly to the Sawridge Trusts office, the allowance will be paid directly to the service provider not the beneficiary.
  - d. In the case of visits to traditional healers, the beneficiary will provide an itemized list of the expenses incurred for the visit.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	Personal Development and Alternative Health Benefit				
<b>Category</b>	Benefits	<b>Number</b>	B-08-2		
<b>Proposed</b>	14-02-25	<b>Approved</b>	14-02-25	<b>Revised</b>	15-12-16

- e. The allowance may also be used to cover the cost of part of the transportation costs required to attend the personal development or alternative health program on the same basis as provided for the purchase of services under this program. Transportation costs may be reimbursed upon the submission of receipts for gasoline purchase or upon the submission of receipts for public transportation, provided that the cost is related to accessing the personal development program.

**APPLICATION**

- 3. That the beneficiary apply for the personal development and alternative health benefit by telephoning, writing or emailing the Trusts' office and providing the necessary information relating to the age of the applicant, the nature of the program the beneficiary or dependant wishes to attend and the beneficiary's entitlement to the Trusts Administrator.

## Sawridge Trusts Board Policy

<b>Name</b>	<b>Income Replacement Benefit</b>				
<b>Category</b>	<b>Benefits</b>	<b>Number</b>	<b>B-13</b>		
<b>Proposed</b>	11-10-18	<b>Approved</b>	11-10-18	<b>Revised</b>	11-12-07

WHEREAS the Trustees of the Sawridge Band Inter-Vivos Settlement and the Sawridge Trust (Sawridge Trusts) are desirous of providing the beneficiaries with support that will assist them in dealing with addictions resulting from substance abuse, more specifically, alcohol and drug abuse;

NOW THEREFORE BE IT RESOLVED that the Sawridge Trusts agree to provide an Income Replacement Benefit of \$40,000 annually for the benefit of eligible beneficiaries and eligible dependents as follows:

### SUPPLEMENTARY BENEFIT

1. That this will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation programs, and health insurance programs.
2. That benefits will only be paid so long as the Trusts have sufficient resources to cover this cost.

### DEFINITION OF A BENEFICIARY

3. That, for the purposes of this benefit, a beneficiary shall be defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.
4. That, for the purposes of this benefit, an eligible dependent will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and is living at home with the eligible beneficiary.

### DEFINITION OF ELIGIBILITY

5. That, for the purposes of this benefit, would only provide up to 80% or 90% of total income with a monthly maximum of \$2,500 and an annual maximum of \$5,000 per individual on a first-come-first-served basis.
6. That would only be available to those already gainfully employed who would lose income as a result of attending a personal healing program or on extended sick leave from work because of an illness.
7. That would only be provided to deal with addictions, mental health or long-term health issues with the assistance of qualified professionals. The issue of dealing with traditional healers has not been addressed satisfactorily at this time.
8. That would be supported by the Personal Development, Health Benefits (for personal and mental health counselling and short-term disability) and the Addictions Treatment Support Fund Benefit (for addictions treatment) and could be limited only to those who attend an accredited treatment program.
9. That would not be repeated.

### ACCESSING BENEFITS UNDER THE INCOME REPLACEMENT BENEFIT

10. That individuals wishing to access this benefit first provide the Trusts' Administrator with a treatment plan developed with a certified professional or, in the case of short-term disability, a doctor's note indicating that the person cannot work including the period during which the individual will be off work.
11. That individuals also provide the Trusts' Administrator with pay slips for one full month to prove level of income.

## Sawridge Trusts Board Policy

<b>Name</b>	Recognition of Beneficiaries and Dependants Educational Achievements				
<b>Category</b>	Benefits	Number		B-15	
<b>Proposed</b>	14-10-27	<b>Approved</b>	14-10-27	<b>Revised</b>	

### **Benefit**

The Trustees of the Sawridge Trusts are desirous of supporting and encouraging the educational achievements of the beneficiaries and their dependants. In recognition of the completion of an educational program by any beneficiary or her/his dependants, the Sawridge Trusts will:

1. Issue a certificate to said beneficiary or dependant recognizing the educational achievement signed by the Trustees.
2. Note the accomplishment of the beneficiary or dependant in the Sawridge Trusts Newsletter or a notice to all beneficiaries.
3. Provide the graduate with a token of recognition by issuing a cheque for \$250 to assist the graduate with finding employment or celebrating their achievement.

### **Eligibility**

This benefit will be provided to any beneficiary of the Sawridge Trusts and their dependants. For the purpose of this benefit, a dependant means the married or common-law spouse or natural or adopted children of the beneficiary, provided that these dependants are living with the beneficiary or are still considered to be dependants of the beneficiary, that is, still consider their permanent address to be that of the beneficiary.

### **Recognized Educational Programs**

Trustees will recognize the completion of a recognized secondary or post-secondary educational program, including: graduation from high school or a high school upgrading program, graduation from a university degree program, graduation from a technical certificate program, graduation from an apprenticeship program, or graduation from a professional upgrading program that increases the beneficiary or dependants employability or qualification in her/his chosen field.

### **Application**

Upon receiving proof of graduation of a beneficiary or her/his dependant, the Trusts' Administrator will have a framed certificate of recognition prepared and will either issue a cheque for \$250 in the name of the graduate or will provide suitable gift according to the graduate's choice.

This benefit will be applied retroactively for a period of one year from the date of the approval of this policy by the Trustees.

**Sawridge Trusts  
Board Policy**

<b>Name</b>	One Time Only "Good Faith" Cash Disbursement				
<b>Category</b>	Benefits		<b>Number</b>	B-04	
<b>Proposed</b>	09-09-26	<b>Approved</b>	09-10-26	<b>Revised</b>	10-06-15

**Introduction**

The Sawridge Trusts Board of Trustees agrees to a "One Time Only Good Faith Cash Disbursement" to be made to each of the identified and approved adult beneficiaries of either Trust according to the following terms:

**Benefit**

A single cash disbursement of two thousand five hundred dollars (\$2,500) will be issued by cheque drawn on the Trusts' accounts made payable to each adult beneficiary who is 18 years of age and older.

Only one payment of \$2,500 will be made to each beneficiary for this benefit regardless of whether the beneficiary is a member of one or both Trusts.

Minor beneficiaries under 18 years of age will not be eligible for this benefit until they reach the age of 18 years of age and apply. Payments will be honoured automatically when these beneficiaries reach the age of majority, subject to available funds.

## The Sawridge Trusts Tipi

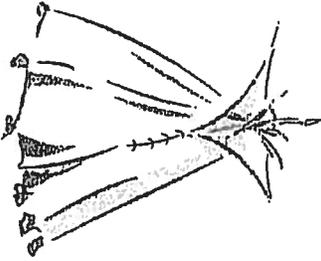
The Sawridge Trusts and the benefits provided by the Trusts are represented by the tipi. In traditional Cree custom, the tipi poles each represent a certain virtue meant to be developed by each one of us.

These virtues build our confidence. They help us develop the skills to help one another. They build community. They protect us and our children and our grandchildren.

Through the sharing of these virtues, our ancestors build a strong people able to live at peace with ourselves, with our community and with nature.

The Sawridge Trusts tipi is made up of three sacred eagle feathers. The eagle is the messenger of the Creator, who wants us to grow and develop to the best of our capacities so that we can be of service to our people and to others around us.

The benefits developed by the Sawridge Trusts try to help develop these capacities to make the best use of the resources provided by the Creator for our people.



47-Health Support Benefit Pamphlet.pdf

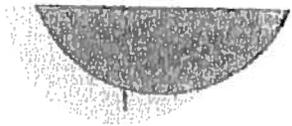


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HEALTH SUPPORT  
BENEFIT



To be Amended

## Health Support Benefit

### Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### The Benefit

The Sawridge Trusts have contracted J.T. Moland Insurance Consultants to set up three health support programs for beneficiaries.

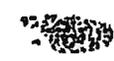
### Health Insurance

The health insurance will cover the difference between what is paid through Alberta Health Care and Non-Insured Health Benefits. It covers health care costs like hospital, ambulance, chiropractors, physiotherapists, speech therapists, psychologists/social workers, hearing aids, prostheses, wheelchair

ramps and glucose monitoring equipment. It also covers basic/major/orthodontic dental care, prescriptions and out-of-country emergency medical care.

### Life Insurance

The life insurance will provide \$250,000 of fully-paid, permanent life insurance for each beneficiary between 18 and 60 years of age. This insurance will pay out \$200,000 to the person designated by the beneficiary and \$50,000 to the Trust to fund future life insurance plans.



### Member Assistance Plan

The member assistance program will provide telephone and in-person counselling and referral and will help people by providing support after they receive treatment and counselling. The program available to all beneficiaries and their families.

### Who is Eligible

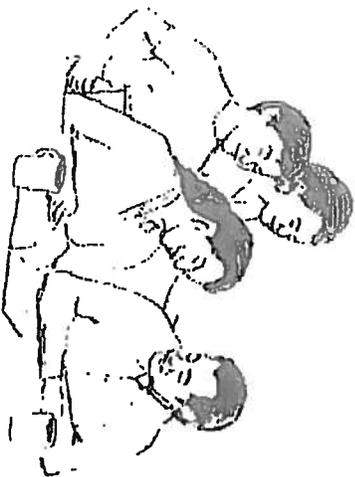
For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts.

### How to Access the Benefit

J.T. Moland will be contacting all the identified beneficiaries to enrol them in the program, to provide them with a medical card and to provide detailed benefits information. Once the card is provided, beneficiaries can begin accessing health benefits.

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and address provided on the back of this pamphlet.



## The Sawridge Trusts Tipi

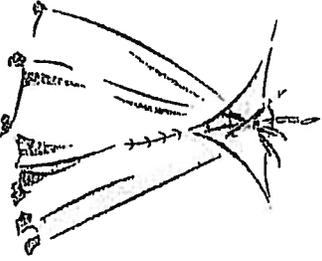
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Through the sharing of these virtues, our ancestors build a strong people able to live at peace with ourselves, with our community and with nature.

The Sawridge Trusts tipi is made up of three sacred eagle feathers. The eagle is the messenger of the Creator, who wants us to grow and develop to the best of our capacities so that we can be of service to our people and to others around us.

The benefits developed by the Sawridge Trusts try to help develop these capacities to make the best use of the resources provided by the Creator for our people.

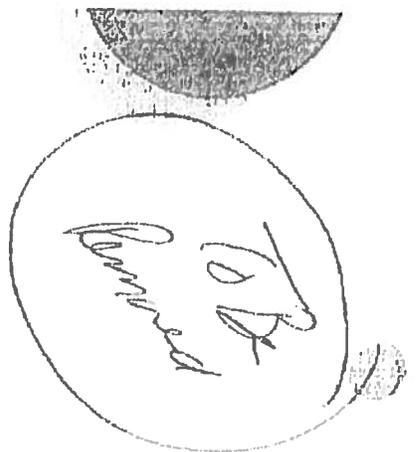


47-Counseling Benefit Pamphlet.pdf  
20 March 2014



214, 10310-124 Street NW  
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COUNSELLING  
BENEFIT



## COUNSELLING BENEFIT

career counselling by professional career counsellors.

### Available Funding

Because funding is limited each year, funding will be made available on a **first-come-first-serve basis up to a maximum annual expense of \$7000**. Decisions will be governed by the total funding provided by other funding agencies and by the commitment of the individual to a treatment regime.

### Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts as well as their dependants.

For the purposes of this benefit, an eligible dependant will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and who is registered in a full-time or part-time education program with an accredited educational institution.

### How to Access the Benefit

Funding for counselling benefits will

### Supplementary Benefit

All Sawridge Trusts are supplementary benefits. Where another similar benefit exists, it must be accessed first.

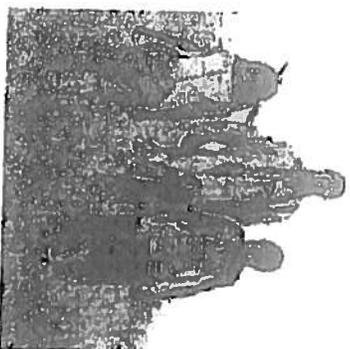
This is also a supplementary benefit, that is, beneficiaries must first take advantage of other benefits available through government, First Nation programs, and health insurance programs. Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### Counselling Benefit

The Sawridge Trusts have established a limited annual fund to cover the costs of beneficiaries and their dependants receiving counselling from accredited professionals.

Eligible counselling programs will include services provided by accredited counselling professionals including psychiatrists, psychologists, social workers, marriage and family therapists, art therapists, and psychiatric nurses. ~~Counselling professionals who also include~~

only be provided in cases where the beneficiary or dependant has first developed a treatment plan with the Trusts' Administrator and other professionals and has made a commitment to follow through with the full treatment program.



Source: Nancy G. Pennington

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts website at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and address provided on the back of this pamphlet.

### **The Sawridge Trusts Tipi**

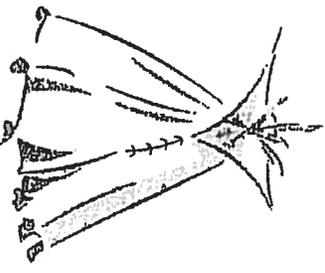
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Through the sharing of these virtues, our ancestors build a strong people able to live at peace with ourselves, with our community and with nature.

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The benefits developed by the Sawridge Trusts try to help develop these capacities to make the best use of the resources provided by the Creator for our people.



47-Education Support Benefit Pamphlet.pdf  
10 March 2011



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### **EDUCATION SUPPORT BENEFIT FUND**



# Education Support Benefit Fund

## Supplementary Benefit

All Sawridge Trusts are supplementary benefits. Where another similar benefit exists, it must be accessed first.

This will be a supplementary benefit, that is, that beneficiaries must first take advantage of other benefits available through government, First Nation programs, student loans and lines-of-credit and scholarship or student bursary programs and through full or part-time employment.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

## Education Support Benefit

The Sawridge Trusts have established a limited annual fund to cover the costs of beneficiaries and their dependants attending authorised post-secondary education programs.

For the purposes of this benefit, eligible education programs include:

- Recognised upgrading programs to improve opportunities for higher education.
  - Recognised technical and skills development training programs
  - Recognised university programs up to and including doctoral level study but not including post-doctoral studies.
- Costs that are supported by this benefit include:*

include:

- Tuition and Fee Support: including a portion of tuition fees and other required fees to attend an educational program.
- Support for Books and Equipment: including a portion of the cost of text books and laboratory and other equipment necessary for the study program, including computers and including a portion of any deposits required to cover the cost of damaged or lost equipment.
- Living Expense Support: including a portion of rent or mortgage payments, utilities, telephone, tenant/home insurance, food, transportation, basic furniture and personal expenses.

This benefit does not include any portion of the purchase of a vehicle, payment of credit card or other outstanding debts.

## Available Funding

Because funding is limited each year, funding will be made available on a **first-come-first-serve basis**. Decisions will also be governed by the total funding provided by other funding agencies and by the individual him or herself. If the individual receives maximum funding available through federal government grants or other scholarship programs or if the individual is able to personally fund her/his education through parental contributions or self-employment, this person will not be placed as high in priority as someone who has no financial support programs available to them.

Funding will also be accorded in priority to those with high academic performance records.

## Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts as well as their dependants.

For the purposes of this benefit, an eligible dependant will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and who is registered in a full-time or part-time education program with an accredited educational institution.

## How to Access the Benefit

Those wishing to receive funding for their education from the Trusts will first have to fill out and submit an application for funding available through the Trusts' Office. Applications will be reviewed by the Trusts' Administrator and a decision will be made based on available funding and past academic performance.

Successful applicants will be required to provide on-going proof of enrolment, attendance and academic performance in order to be considered for on-going financial support from the Trusts.

## More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and addresses provided on the back of this pamphlet.

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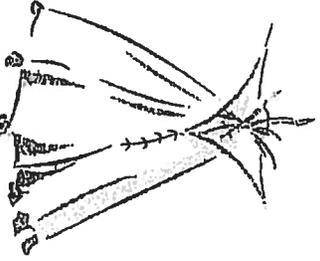
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47-Addictions Treatment Support Benefit Pamphlet.pdf  
10 March 2011



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**ADDICTIONS  
TREATMENT SUPPORT  
BENEFIT FUND**

# ADDICTIONS TREATMENT SUPPORT BENEFIT FUND

## Supplementary Benefit

All Sawridge Trusts are supplementary benefits. Where another similar benefit exists, it must be accessed first.

This will be a supplementary benefit, that is, beneficiaries must first take advantage of other benefits available through government, First Nation programs, and health insurance programs.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

## Additions Treatment Support Benefit

The Sawridge Trusts have established a limited annual fund to cover the costs of beneficiaries and their dependants attending authorised alcohol and drug treatment programs.

Eligible treatment programs will include accredited programs provided by reputable professionals with a proven record of success in treating addictions.

Priority will be given first to certified treatment programs first in the Province of residence of the beneficiary; second to certified treatment programs within Canada; third to certified treatment programs with North America.

Only in special circumstances will consideration be given to treatment programs outside of North

America and only then with the approval of the Trustees.

## Available Funding

Because funding is limited each year, funding will be made available on a **first-come-first-serve basis**. Decisions will be governed by the total funding provided by other funding agencies and by the commitment of the individual to a treatment regime.

## Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts as well as their dependants.

For the purposes of this benefit, an eligible dependant will include any natural child or any child adopted through legal or customary adoption by an eligible beneficiary or a spouse of an eligible beneficiary who is under 25 years of age and who is registered in a full-time or part-time education program with an accredited educational institution.

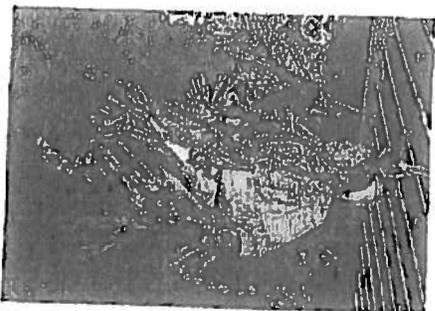
## How to Access the Benefit

Funding for addictions treatment services will only be provided in cases where the beneficiary or dependant has first developed a treatment plan with the Trusts' Administrator and other professionals and has made a commitment to follow through with the full treatment program.

While the Trusts recognize that relapses, in the case of addictions, are possible and even likely, the Trusts will not allow abuses of the Addictions Treatment Fund by beneficiaries who repeatedly relapse and have to attend a new treatment pro-

gram. After the second use of the Fund, every beneficiary application for renewed treatment will require the approval of the Board of Trustees.

The Trusts' Administrator is authorized to approve treatment plans and payment for treatment services for the first two applications without having to obtain the approval of the Trustees provided that there remains sufficient funds in the current year's budget for the Addictions Treatment Fund.



## More Information

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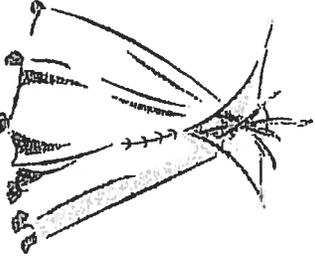
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47 Child and Youth Benefit Pamphlet.pdf  
17/06/2013



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CHILD AND YOUTH  
BENEFIT





## Child and Youth Benefit

### Supplementary Benefit

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Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### The Benefit

The Child and Youth Benefit provides an annual amount of up to \$10,000 to assist with the costs associated with caring or educating the special needs child on a reimbursement basis or pre-paid services basis.

The Benefit also provides annual amount of up to \$8,500 to assist with child care costs for a child without any special need on a reimbursement basis or pre-paid services basis.

47-Child and Youth Benefit Pamphlet.pdf

### Who is Eligible

For the purposes of this benefit, a beneficiary is defined as anyone who meets the requirements and has been accepted by the Trustees as an eligible beneficiary to either the Sawridge Band Intervivos Settlement or the Sawridge Trust.

An eligible child will include any child either born to an eligible beneficiary, adopted through legal or customary adoption by an eligible beneficiary or for which an eligible beneficiary is the legal guardian.

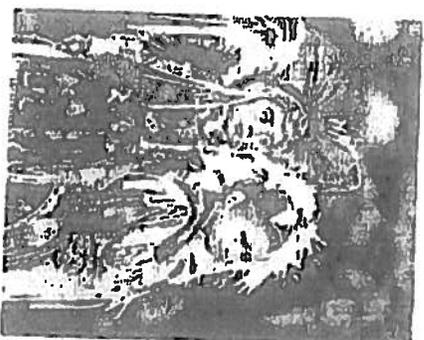
### How to Access the Benefit

In order to access this benefit, beneficiaries will have to fill out an application form provided by the Sawridge Trusts. Beneficiaries can obtain the application form by requesting it by email or mail from the trusts' Administrator. Once the completed form is submitted to the Trusts' Office, determination will be made as to the eligibility of the child for whom benefits are being requested and payment arrangements will be made if the child is eligible.

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Adminis-

trator at the telephone numbers and address provided on the back of this pamphlet.



## The Sawridge Trusts Tipi

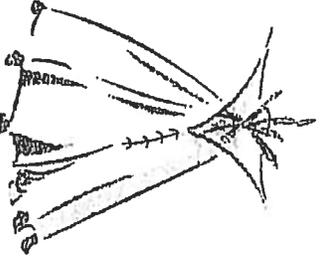
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47-Compassionate Care and Death Benefit Pamphlet.pdf  
19 August 2010



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COMPASSIONATE CARE  
AND  
DEATH BENEFIT

# Compassionate Care and Death Benefit

## Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

## Compassionate Care Benefit

This benefit provides for travel, meals and accommodation costs for the beneficiary and her/his immediate family in the event of a serious or life-threatening illness resulting in hospital confinement or two weeks or more of intense home care of a family member—as defined under Who is Eligible section below—of an eligible beneficiary. The maximum amount covered is up to \$6,000 per incident and up to a lifetime maximum of \$60,000.

Travel costs are covered from the home of the eligible beneficiary to the place where the family member is being treated. If hotel accommodation is required for the beneficiary and his family at this location, this cost is also covered. If a Sawridge Inn exists at this location, arrangements will be made for the beneficiary to stay at the Sawridge Inn and costs will be billed directly to the beneficiary. If no Sawridge Inn exists at the location, accommodation will be arranged in

other suitably priced hotel accommodations. Costs will be covered only as long as the ill family member is confined to a hospital in a distant location.

## Death Benefit

In the event of the death of a family member—as defined under Who is Eligible section below—the Trusts will assist in covering funeral costs including the cost of the wake, the cost of the funeral, the cost of burial and a headstone and the cost of a reception after the funeral up to a maximum of \$12,000 per incident.

If the person was eligible for the Canada Pension Plan Death Benefit of up to \$2,500, this amount shall be used first. If other sources of funding are available, these will be used first.

## Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts.

A family member of an eligible beneficiary includes:

- a child of the beneficiary or of her/his current, co-habiting spouse or common-law partner; the current, co-habiting spouse or common-law partner of the beneficiary;
- the father or mother or his/her partner of either the beneficiary or her/his current co-habiting spouse or common-law partner;
- brothers, sisters, stepbrothers or step sisters of either the beneficiary or her/his current, co-habiting spouse or common-law partner;
- grandparents or step grandparents of either

the beneficiary or her/his current co-habiting spouse or common-law partner:

- grandchildren or step-grandchildren of either the beneficiary or her/his current, co-habiting spouse or common-law partner; or
- son-in-law or daughter-in-law of either the beneficiary or her/his current, co-habiting spouse or common-law partner.

## How to Access the Benefit

In either case, illness or death, first call the Trusts' Administrator at the numbers on the back of this pamphlet to inform him of the incident and he will inform you of the requirements. If he cannot be reached, leave a message and your call will be returned as soon as possible.

1. Keep all receipts for expenses—meals purchased, gasoline and oil purchased, parking costs and hotel costs at the time of the incident.
2. Submit these receipts by mail or in-person to the Trusts' Administrator at the address on the back of this pamphlet along with information about the incident on a separate piece of paper including:
  - Name of Eligible Beneficiary.
  - Date(s)
  - Persons involved
  - List of Expenses Claimed

## More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by

## The Sawridge Trusts Tipi

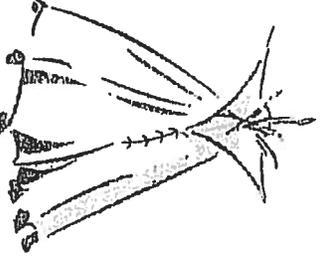
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47-Seniors Support Benefit Pamphlet.pdf  
10 March 2011



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## SENIORS' SUPPORT BENEFIT



\* Take  
Amount to  
insert monthly  
payment to  
\$2500

## Senior's Support Benefit

### Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### Monthly Income Benefit

A monthly cash disbursement of \$2,000 effective 1 April 2011 is made to each Senior to assist them by supplementing other senior's income benefits like the Old Age Pension and Canada Pension Plan. This benefit is meant to assist with cost-of-living, transportation and home maintenance expenses.

### Seniors Economically Disadvantaged

Many seniors in Canada are economically disadvantaged. Indigenous seniors are among the most disadvantaged in this group.

Once they are no longer able to work, seniors must either rely on money that they have saved while they were working or employee pensions. If the senior has no savings or pension, Old Age Pension and the Canada Pension Plan is the only money left to support the senior's living costs.

Without extra financial support from the family or the community, many seniors are faced with a poorer diet and a very restricted social life.

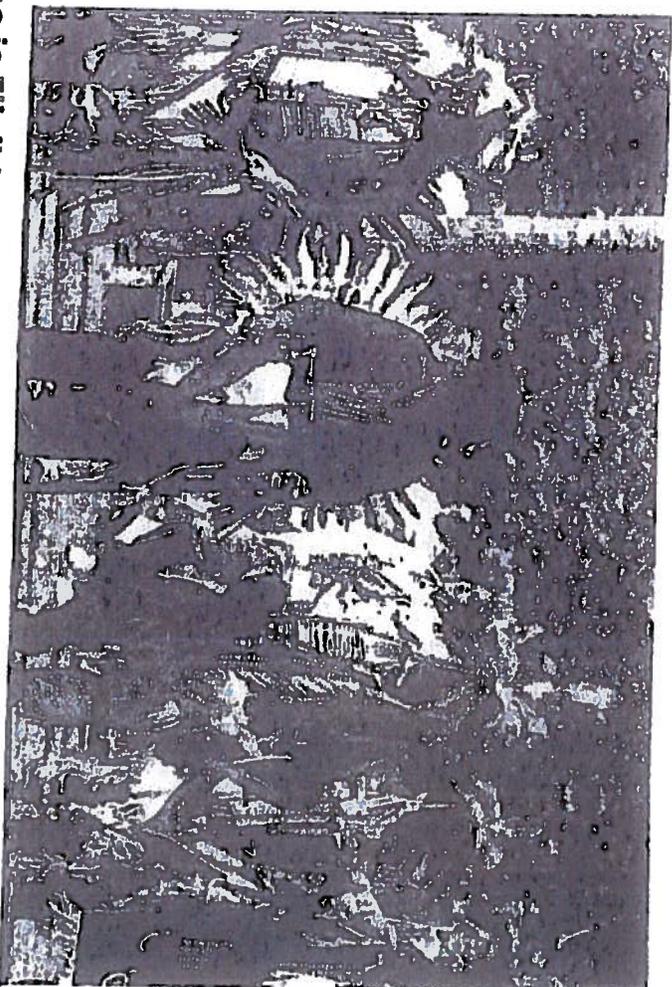
While living costs for most seniors go down once they no longer are working, for many indigenous seniors, these costs may not go down because they often assist in raising their grandchildren.

The Sawridge Trusts Seniors' Support Benefit is meant to provide some relief to these disadvantaged persons in our community.

the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts and who has attained the age of 65 years.

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and address provided on the back of this pamphlet.



### Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by

## The Sawridge Trusts Tipi

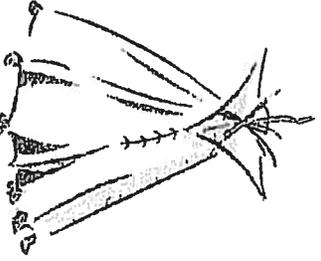
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47 Personal Development and Alternative Health Benefit Pamphlet.pdf  
10 March 2014

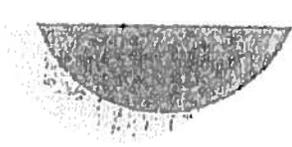


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PERSONAL DEVELOPMENT  
AND ALTERNATIVE  
HEALTH BENEFIT



To be  
added.

# Personal Development and Alternative Health Benefit

## Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

If services requested under the Personal Development and Alternative Health Benefit duplicate other benefits provided by the Sawridge Trusts through other programs, reimbursement for these services will not be provided under the Personal Development and Alternative Health Benefit until these other benefits have been expended first.

## The Benefit

In order to promote the health and well-being of the beneficiaries and their dependants, the Sawridge Trusts will provide an annual allowance of up to \$2,000 per person. Benefits will be paid upon submission of receipts for expenditures or by payment of invoices from the supplier up to the maximum amount under the benefit.

Eligible expenditures include:

- personal or family counselling provided by a certified counsellor or a registered psychologist.

tional healer or elder,

- treatment services from a recognized mental health or addictions treatment centre,
- recognized fitness or nutrition counselling programs,

- recognized self-esteem building programs,
- vitamins, minerals, medicinal herbs, special food supplements,

- visits to alternative health practitioners such as naturopaths, osteopaths, homeopaths, chiropractors, massage therapists, reiki therapists, acupuncturists, kinesiologists, shiatsu therapists, herbalists, traditional indigenous healers, sweat lodges, and the like.

- in the case of visits to traditional healers, the beneficiary will provide an itemized list of the expenses incurred for the visit.

## Who is Eligible

For the purposes of this benefit, an eligible person includes anyone who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts as well as their dependants.

## How to Access the Benefit

The annual allowance will not be paid directly to the eligible beneficiary. The beneficiary will first have to submit receipts for eligible expenses listed under The Benefit above for reimbursement.

To claim the benefit, the beneficiary should:

1. Get a receipt for every expense they intend to claim from the person, store or company providing a service.

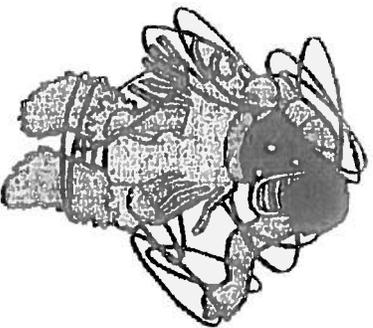
2. Submit these receipts by mail or in-person to the Trusts' Administrator at the address on the back of this pamphlet along with a separate piece of paper including:

- Name of Eligible Beneficiary
- A Description of the Service Claimed
- List of Expenses Claimed and Dates Services Were Provided

Arrangements can also be made for the Trusts to pay the service provider directly provided that eligibility of the service and of the beneficiary has been determined ahead of time and provided that the service provider is willing to bill the Trusts directly.

## More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge



Trusts website at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts' Administrator at the telephone numbers and address provided on the back of this pamphlet.

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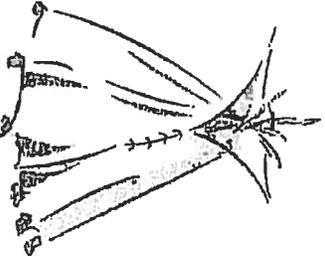
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47-Income Replacement Benefit Pamphlet.pdf  
14, March 2013



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INCOME  
REPLACEMENT  
BENEFIT



## Income Replacement Benefit

### Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first.

Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### The Benefit

The Income Replacement Benefit is meant to replace income for beneficiaries who have to take time-off from work in order to recover and obtain treatment for physical or mental health conditions, including addictions.

The benefit only covers those persons who are regularly employed but who are not covered for sick leave by their employer or by Employment Insurance Sick Benefits and who have no other source of income during times of illness.

47-Income Replacement Benefit Pamphlet.pdf  
The benefit will provide up to 80% of the salary

received in the month immediately preceding the illness requiring time-off up to a maximum of \$2,500.00 per month. The benefit is only provided for two (2) months and up to an annual maximum of \$5,000.00 per person.

### Who is Eligible

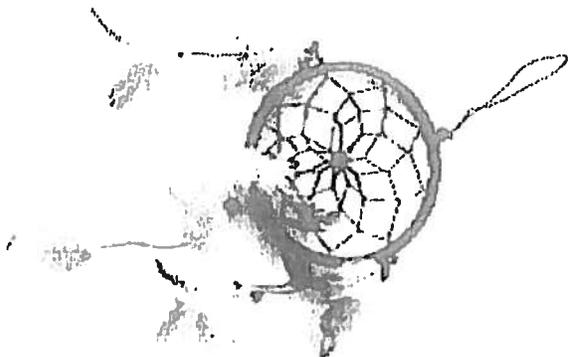
For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts who has attained the age of 18 years and who is employable.

### How to Access the Benefit

The beneficiary will first have to submit a physician's note to the Trusts' Administrator indicating when the time-off period begins and ends and the reason for the sick leave being requested. In addition, the beneficiary will have to provide copies of pay slips for the past month indicating the level of income immediately preceding the period of sick leave.

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and address provided on the back of this pamphlet.



## The Sawridge Trusts Tipi

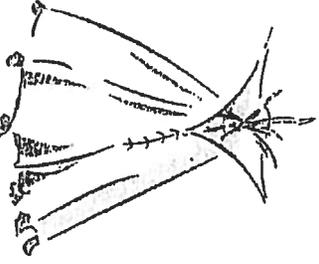
The Sawridge Trusts and the benefits provided by the Trusts are represented by the tipi. In traditional Cree custom, the tipi poles each represent a certain virtue meant to be developed by each one of us.

These virtues build our confidence. They help us develop the skills to help one another. They build community. They protect us and our children and our grandchildren.

Through the sharing of these virtues, our ancestors build a strong people able to live at peace with ourselves, with our community and with nature.

The Sawridge Trusts tipi is made up of three sacred eagle feathers. The eagle is the messenger of the Creator, who wants us to grow and develop to the best of our capacities so that we can be of service to our people and to others around us.

The benefits developed by the Sawridge Trusts try to help develop these capacities to make the best use of the resources provided by the Creator for our people.



47-Cash Disbursement Benefit Pamphlet.pdf



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CASH DISBURSEMENT  
BENEFIT



## Cash Disbursement Benefit

### Supplementary Benefit

All Sawridge Trusts are supplementary benefits. They are meant to support other benefits provided by Sawridge First Nation, the Federal Government, the Provincial Government and the community. Where another similar benefit exists, it must be accessed first. Sawridge Trusts benefits are only available as long as the Trusts have the resources to support these benefits.

### The Benefit

The Sawridge Trusts have established a "One Time Only Good Faith Cash Disbursement" to be made to each of the identified and approved adult beneficiaries of either Trust.

A single cash disbursement of \$2,500 will be to each adult beneficiary who is 18 years of age and older.

Only one payment of \$2,500 will be made to each beneficiary for this benefit regardless of whether the beneficiary is a member of one or both Trusts.

47 Cash Disbursement Benefit Pamphlet.pdf  
Minor Beneficiaries under 18 years of

age will not be eligible for this benefit until they reach the age of 18 years of age and apply. Payments will be honoured automatically when these beneficiaries reach the age of majority, subject to available funds.

Payments to newly identified beneficiaries will be made as soon as that beneficiary has been authorized by the Board of Trustees and registered with the Trusts' Office.

While other cash disbursements may be made available to beneficiaries in the future, it is not the intent of the Trusts to make regular cash disbursements at this time.

### Who is Eligible

For the purposes of this benefit, an eligible beneficiary is any person who has been confirmed by the Board of Trustees of the Sawridge Trusts as a beneficiary under the rules of the Trusts and who has attained the age of 18 years.

### How to Access the Benefit

Beneficiaries do not need to do anything

to receive this benefit. It will be issued automatically by the Trusts' Office.

If you are eligible for this benefit and have not received payment, you can contact the Trusts' Office at the address on the back of this pamphlet for more information.

### More Information

You can obtain more information on this and other Trusts' benefits by going to the Sawridge Trusts web site at [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca) or by emailing, faxing or calling the Trusts Administrator at the telephone numbers and address provided on the back of this pamphlet.

### Other Benefits

The Sawridge Trusts have developed or are developing a number of benefits that support the growth and development of beneficiaries. You may be interested in receiving information on:

- Compassionate Care and Death Benefit
- Senior's Support Benefit
- Personal Development Benefit
- Educational Support Benefit



## Introduction

Under the Inter Vivos Settlement Agreement dated 15 April 1985, the following is the definition of a beneficiary:

~~“Beneficiaries” at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 454 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15<sup>th</sup> day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15<sup>th</sup> day of April 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15<sup>th</sup> day of April, 1982, shall be regarded as “Beneficiaries” for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band No. 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement;~~

This is Exhibit "H" referred to in the Affidavit (or statutory declaration) of Roman Bombak

Sworn (or affirmed or declared) before me this 8 day of February A.D. 2016

A Commissioner for Oaths in and for Alberta  
**Glenn A. Godfrey**  
Barrister and Solicitor  
A Commissioner for Oaths/  
Notary Public in and for Alberta

This is Exhibit "L" referred to in the Affidavit of

Paul Bujold  
Sworn before me this 12 day of September A.D. 2011  
A. Magnan

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

## SAWRIDGE BENEFICIARIES PROPOSED PROGRAM SUMMARY

<b>START-UP RECOMMENDATIONS</b>		<b>Estimated Cost</b>
<b>Program Description</b>		
<p><b>1. Establish a Trust Program Office</b></p>	<ul style="list-style-type: none"> <li>▪ Develop a job description for this position (which will combine two functions: overseeing the implementation of beneficiary programmes and providing administrative support to the Trustees)</li> <li>▪ Hire and orient preferred candidate</li> <li>▪ Establish primary office in Edmonton and an extension office in Slave Lake</li> <li>▪ Retain legal counsel with the requisite expertise</li> <li>▪ Make public beneficiary criteria and the application process</li> <li>▪ Gather pertinent information to support the process of accessing applications</li> <li>▪ Strike an eligibility committee (with representation from each of the community's extended families) to screen applications</li> <li>▪ Provide the community with regular updates on progress toward this goal</li> <li>▪ A one-time cash disbursement in recognition of the challenges the beneficiary program has had in getting off the ground</li> </ul>	<p>\$120,000 annually for salary, benefits, transportation allowance, and office costs (provided that affordable office space can be secured through collaboration with other Sawridge entities)</p> <p>An reliable estimate can be projected once legal counsel has been retained</p>
<p><b>2. Establish and Make Public a Clear Process for Determining Beneficiary Eligibility</b></p>	<ul style="list-style-type: none"> <li>▪ Quarterly newsletter</li> <li>▪ Beneficiary Manual</li> <li>▪ Website</li> </ul>	<p>\$2,500/beneficiary over the age of 18 (or who are younger but have an independent household) for a total of approximately \$105,000</p> <p>\$10,000 one-time for website</p> <p>\$10,000 one-time for manual</p> <p>\$3,000 annually for newsletter &amp; keeping manual up to date</p>
<p><b>3. A One-Time "Good Faith" Cash Disbursement</b></p>	<ul style="list-style-type: none"> <li>▪ Begin with programme offerings about which there is already strong consensus and which can be implemented within the next year or so (see suggestions for phase 1 programming on the next page)</li> <li>▪ In year 2, phase in the remainder of the programs as more viable implementation options have been created (primarily by the Trust Administrator/Program Manager) and in consultation with beneficiary working groups as appropriate</li> </ul>	<p>No specific costs associated with this recommendation. Rather, this approach will help manage costs.</p>
<p><b>4. Transparent &amp; Accountable Communication Channels</b></p>	<p><b>Total Estimated Costs for the Start-up Recommendations</b></p> <p><i>Note: The figures presented here represent the cost of instigating and maintaining the Beneficiary Program. They do not include the costs of establishing beneficiary eligibility under the two Trusts. Depending on the legal costs, this figure could be substantial.</i></p>	<p><b>\$248,000 for first year</b> <b>\$123,000 annually for subsequent yrs</b></p>
<p><b>5. Adopt a Phased Approach</b></p>		

**PHASE I PROGRAMMING**

<b>Category of Benefit</b>	<b>Program Description</b>	<b>Estimated Cost</b>
<p><b>6. Insurance</b></p> <ul style="list-style-type: none"> <li>▪ Health</li> <li>▪ Dental</li> <li>▪ Long-term disability</li> <li>▪ Basic life</li> <li>▪ AD&amp;D</li> </ul>	<ul style="list-style-type: none"> <li>▪ JT Moland will offer a package that provides health and dental insurance benefits that top up those provided under the uninsured benefits program (\$30/single, \$60/family monthly)</li> <li>▪ As well, a quote for life, disability and AD&amp;D insurance has been received (between \$150 and \$590 monthly, depending on age, gender and smoking habits). The Program Administrator will investigate options for a life insurance package with a higher payout value.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Rough estimate is \$20,000 annually for health &amp; dental, \$200,000 for life, disability and AD &amp; D insurance (@ \$25,000 coverage)</li> </ul>
<p><b>7. Death of Immediate Family Members and Compassionate Care Support</b></p>	<ul style="list-style-type: none"> <li>▪ Funeral and other costs, on a receipted basis, not to exceed \$12,000 per event (limited to immediate family members (spouse, dependent child, parent, sibling)</li> <li>▪ Compassionate care support provided to beneficiaries to assist them to care for a ill family member or for a family member to care for a beneficiary who is ill (e.g. to support living costs while a family member is hospitalized out of their home community)</li> </ul>	<ul style="list-style-type: none"> <li>▪ If two such deaths occur within the families of Sawridge beneficiaries, the annual cost would be \$24,000 annually</li> <li>▪ Compassionate care fund will be administered by the Trustees on a case-by-case basis (estimated costs could be up to \$20,000/year)</li> </ul>
<p><b>8. Seniors Support</b></p>	<ul style="list-style-type: none"> <li>▪ "No-strings" monthly assured income pension</li> <li>▪ "Special needs" support for home care, transportation</li> <li>▪ Care taken to ensure that these benefits do not negatively impact the senior's other pension benefits or tax situation</li> </ul>	<ul style="list-style-type: none"> <li>▪ On the basis of 8 seniors, monthly pension \$144,000 annually</li> <li>▪ Special needs fund up to \$60,000 annually</li> </ul>
<p><b>9. Child &amp; Youth Development</b></p>	<ul style="list-style-type: none"> <li>▪ Monthly or quarterly benefit to support recreational/artistic/ cultural pursuits</li> <li>▪ Professional services and/or equipment for children and youth with special needs</li> </ul>	<ul style="list-style-type: none"> <li>▪ \$2,500 annually for each dependent for an estimated total of \$120,000 annually</li> <li>▪ Fund of up to \$20,000 for special needs annually</li> </ul>
<p><b>10. Educational Support</b></p>	<ul style="list-style-type: none"> <li>▪ Post-secondary (top-ups plus students not covered under Regional Council)</li> <li>▪ Special employment-related courses</li> </ul>	<ul style="list-style-type: none"> <li>▪ \$50,000 for top-up and additional post secondary</li> <li>▪ \$10,000 for employment-related training costs annually</li> </ul>
<p><b>11. Phase I Community Strengthening</b></p>	<ul style="list-style-type: none"> <li>▪ Two community gatherings in the first year to celebrate achievements, honour those who have worked so hard to create prosperity and wellbeing for the community, play, consult about current community realities and needs and create opportunities for reconciliation.</li> <li>▪ Set up community working group</li> </ul>	<ul style="list-style-type: none"> <li>▪ Community events could cost up to \$75,000/ea for an annual total of \$150,000</li> </ul>
<p><b>Total Estimated Costs for the Phase I Recommendations</b></p>		<p><b>\$818,000.00</b></p>

**PHASE II PROGRAMMING**

<b>Category of Benefit</b>	<b>Program Description</b>	<b>Estimated Cost</b>
<p><b>12. Quality of Life Support Program</b></p>	<ul style="list-style-type: none"> <li>▪ Universal annual cash disbursement of \$1,000 for beneficiaries over the age of 18 annually</li> <li>▪ Matching savings program (either 3:1 or 5:1 depending on the positive life goal chosen to a maximum of \$9,000 annually per beneficiary)</li> </ul>	<ul style="list-style-type: none"> <li>▪ \$450,000 for each year after the first year</li> </ul>
<p><b>13. Financial Planning &amp; Management</b></p>	<ul style="list-style-type: none"> <li>▪ Designated contact person within one or more financial institutions that have branches in both Edmonton and Slave Lake to provide estate planning, personal taxation advice, investment education &amp; advice, budgeting &amp; money management</li> <li>▪ Resource list of programs offering financial management programs locally (e.g. as part of life skills programs)</li> </ul>	<ul style="list-style-type: none"> <li>▪ No financial cost at this time</li> </ul>
<p><b>14. Employment, entrepreneurship &amp; Worthwhile Pursuits</b></p>	<ul style="list-style-type: none"> <li>▪ Life and career counseling through the Alberta Government Service Centres</li> <li>▪ Job search &amp; preparation services through existing not-for-profit programming</li> <li>▪ Volunteer mentors (from Sawridge businesses) vet business plans and provide ongoing mentoring</li> <li>▪ Matching funds at 5:1 up to a total of \$9,000 for business start-up (see Recommendation #12 above)</li> <li>▪ Support to prepare competitive resumes and service contract bids for job openings and contract opportunities with Sawridge companies</li> <li>▪ Matching funds at 5:1 up to a one-time total of \$9,000 for artistic and humanitarian projects (see Recommendation #12 above)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Covered under Recommendation #12 above</li> </ul>
<p><b>15. Vacations in Sawridge Properties</b></p>	<ul style="list-style-type: none"> <li>▪ One week annually per family for a maximum of two rooms plus meals</li> </ul>	<p>Estimated at \$112,000 annually</p>
<p><b>16. Housing</b></p>	<ul style="list-style-type: none"> <li>▪ Matching funds at 10:1 up to a one-time total of \$20,000 for first-time home buyers (for the purpose of the down payment)</li> <li>▪ Support beneficiaries to take full advantage of all government programs to support home ownership and renovation.</li> <li>▪ Matching 5:1 funds to support existing home owners and those living on reserve to complete renovations/repairs up to a total of \$20,000 within a ten-year period</li> </ul>	<p>The suggestions listed here would project an annual cost of about \$600,000</p>
<p><b>17. Personal Development</b></p>	<ul style="list-style-type: none"> <li>▪ Expanded services will be available under the health insurance program (see #6 above)</li> <li>▪ Counseling and other therapies recommended by an independent health practitioner could be covered under a special fund of up to \$20,000 annually</li> <li>▪ Personal development activities eligible for 3:1 matching funds under recommendation #12 above</li> </ul>	<p>\$100,000 fund for counseling/therapies recommended by independent practitioner</p>

	<ul style="list-style-type: none"> <li>▪ Encourage partnerships with the Band to access services available under targeted government programs (e.g. the common-experience counseling funds)</li> <li>▪ The creation of a Community Wellness Committee to help plan community gatherings and to work with consultant to develop and community wellness plan</li> <li>▪ The sponsoring of bi-annual community gatherings</li> <li>▪ Contract services focused on healing community relationships &amp; developing community strengths</li> <li>▪ Contract technical support for the development of a community wellness plan</li> <li>▪ Arbitration and mediation training for Sawridge beneficiaries &amp; the establishment of an administrative tribunal</li> </ul>	<ul style="list-style-type: none"> <li>▪ Cost of developing a wellness plan \$60,000</li> <li>▪ Gatherings estimated at \$150,000 annually</li> <li>▪ Contracted services related to healing and reconciliation could be capped at \$50,000 annually</li> <li>▪ The Alberta Arbitration Society charges \$350 for each two-day workshop. If two beneficiaries were interested in this program and committed to 3 courses annually, the cost would be about \$5,000 for course fees as well as related costs such as accommodation, materials (courses are held in Calgary and Red Deer)</li> </ul>								
<b>Total Estimated Costs for the Phase II Recommendations</b>										
<b>Estimated Cost of Year One</b>		<b>1,527,000.00</b>								
<b>Estimated Cost of Year Two</b>										
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Start-up</td> <td style="width: 50%; text-align: right;">123,000.00</td> </tr> <tr> <td>Phase I</td> <td style="text-align: right;">643,000.00</td> </tr> <tr> <td>Phase II</td> <td style="text-align: right;">1,527,000.00</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>2,293,000.00</b></td> </tr> </table>		Start-up	123,000.00	Phase I	643,000.00	Phase II	1,527,000.00	<b>Total</b>	<b>2,293,000.00</b>	
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