



Binche Whut'en
Regular Council Meeting Agenda

April 6, 2021

10:00 AM

Minute Recorder: Diana Martinson

Council Present:

Staff Present:

Delegations: Rodney Hynes, ISC and Marilyn Johnny, FNHIC-BC

Guests:

I. Called to Order at AM by Chair

II. Opening Prayer

III. Approval of Minutes /Agenda

- a) Motion for Approval of the March 8, 2021 Chief & Council Meeting Minutes.
- b) Motion for approval of the Administration / Chief & Council Meeting Minutes for March 23, 2021 as presented.

Motion to approve Minutes of March 8, 2021 & March 23, 2021 04.06.2021-01

Moved	
Seconded	

IV. Delegations to Council

- a) Rodney Hynes is updating chief and council about Indigenous Services Canada
- b) Marilyn Johnny the Regional Engagement Coordinator of FNHIC-BC will be sharing an update on Phase 3 engagement of the Pathways towards Transformations. Marilyn will also like to share info about phase 4 strategy towards the transfer of housing and infrastructure from the federal government to a made in BC Housing & Infrastructure Authority

V. Unfinished Business

NONE

VI. Correspondence

Incoming

- a. Nezul Be Hunuyeh Child & Family Services Society re: Binche Request for Membership for Nezul Be Hunuyeh Child & Family Services Society
- b. Fort St. James RCMP, S. Wadelius – Letter of Congratulations Binche Chief.
- c. Catherine Lappe, Regional Director General position updates..
- d. Letter dated March 22, 2021 from FNHA re Northern Land-based Treatment and Healing Grants – Binche Whut’en to receive this grant and payment in the amount of \$19,528.37.

Motion to receive 04.06.2021-03

Moved	
Seconded	

Outgoing

- a. Agenda Motion of Direction MD-BCR 76-23.02.2021
- b. Appointment of Councilor Martin to John Prince Research Forest
- c. Appointment of Councilor Morris to Nezul Be Hunnuyeh and Family Services Society.
- d. Binche Whut’en Health Department is requesting Chief & Council to write a direct proposal to the Ministry of Highways asking to clear a walking path along Tache Highway.

VII. New business

- a. Binche Health requesting Council to write proposal to MOH asking to clear a walking path along Tache Road.
- b. BCR 77-06.04.2021 Letter of Direction for the Royal Bank.
- c. BCR IC23.03.2021 – 001 Binche Whut’en’s Support to Retain MNP Canada for 2019 -2020 Financial Records Remediation.

VIII. Discussion Point

- a. Chief Anatole to question Council as to whether or not they want an Opening Prayer at each meeting.
- b. Chief Anatole to discuss the importance of keeping your scheduled appointments and meetings.

VIII. Reports

a. Financials

Visa Reconciliation.
Revenue and Expense Report

Indigenous Claims Loan Agreement – Specific Claim relating to the June 19-1911 Stuart Lake Barricades Agreement Claim - \$56,900.00 (April 1, 2020 to March 31, 2021).

- a) **Administration** – Kelley Williams – Any Updates.
- b) **Health** – report from Tracy Baldwin.

Motion to Approve Reports 04.06.2021-04

Moved	
Seconded	

IX. Open Forum

- a) Member’s comments/concerns (limited to 10 minutes per speaker)

X. In Camera

- a) HR Update – Finance

Motion to go In-Camera 04.06.2021-05

Moved	
Seconded	

XI. Adjournment

Motion to Adjourn at _____AM

Motion 04.06.2021.06

Moved	
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Binche Whut'en
Regular Council Meeting minutes

March 8, 2021
10:00 AM

Minute Recorder: Kayla Pierre

Council Present:

Staff Present:

Delegations:

Guests: Barry Duncan

I. Called to Order at AM by Chair

II. Opening Prayer

- i. Councilor Dwayne Martin gladly accepted to start with the opening prayer. In Dwayne Martins words “Thank you Lord for this beautiful day, thank you for guiding everyone as a team with that is happening with everything that is going on. I would like to pray for everyone that is still dealing with Covid-19 to this day and also for people who had passed on due to Covid-19 as well. I Pray for everyone to be healthy and stay safe during these brutal times.

III. Approval of Agenda

- a) Motion for approval of the Agenda for the March 08 2021 regular meeting of Council as presented [or amended]

Motion of approval 03.08.2021-01

Moved	Stanly Tom
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Seconded	Dwayne Martin
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IV. Delegations to Council

NONE

V. Chief Appointment to Boards

JPRF Board of Directors – Appointee Councilor Dwayne Martin

Accepted	Declined
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Nezel Be Board of Directors – Appointee Councilor Theresa Morris

Accepted	Declined
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VI. Review of Agendas

- a) Review of the January 6 2021 and February 02 2021 agendas of the regular meeting of Council

These meetings were cancelled due to lack of quorum

Motion to receive 03.08.2021-02

Moved	Dwayne Martin
Seconded	Theresa Morris

VII. Unfinished Business

NONE

VIII. Correspondence

Incoming

- a) File: 2020-0058-005, AIA of KDL block BIO2003
- b) File: 2020-0058-004, AIA of KDL blocks BIO1992 and BIO2019
- c) File: 2021 LAN 7404972- Tenure renewal
- d) File: Fraser Lake sawmills FSP#652 amendments 5
- e) File: Apollo Forest Products Ltd. 2021 information sharing package
- f) File: 10455-50/2021 TEN FGELP Infoshare 001

- g) File: 10455-50/2021 TEN Aplo Infoshare January
- h) File: CLIFF 393781 Indian Self-Government Enabling Act Taxation Certificate
- i) First peoples' Cultural Council's 2019/2020 year in review and 30th anniversary report
- j) Hampton Lumber Amendment 1 Babine Forest Products Limited's 2019 New Forest Stewardship Plan (FSP) in the Lakes Timber Supply Area (TSA)
- k) Gordon O. Telford M.D Vitamin-D and COVID-19

Motion to receive 03.08.2021-02

Moved	Theresa Morris
Seconded	Davis Monk

Outgoing

None

IX. New business

a) **BCR Nbr 72-02.02.2021**

Binche Keyoh Bu Society is seeking Chief and Councils support for Covid-19 Resilience Funding that will maintain the operations of essential communications and network services during power outages

BCR Nbr: 72-02.02.2021

Moved	Stanly Tom
Seconded	Jarrold Tom

- i. Kelley Williams wanted to speak on this subject she mentioned that she experienced the power outages that constantly happen here in Binche and surrounding communities. These services will be beneficial for this community because in a case of an emergency the ambulance, police officer's etc. can be called for community members.

b) **BCR-73-02.02.2021**

Binche Keyoh Bu Society is seeking Chief and Councils support on the Binche Community Energy Plan

BCR Nbr: 73-02.02.2021

Moved	Stanly Tom
Seconded	Theresa Morris

- i. Stanly Tom asked Councilor Dwayne Martin as he knew more on this than anyone else in the room “What is in place for this for this project and also what is this energy plan?”
- ii. Dwayne Martin Spoke on the question’s that Stanly Tom had. Dwayne Martin mentioned that this Project is a Cogen system meaning that it provides green energy to the community. These services will be running through the new housing complex and the Binche bay Store first and if they have great success with both the new housing complex and the Binche Bay store then they will be expanding throughout the community as it will not only help community members a cheaper/clean energy.
- iii. Kelley Williams spoke on this subject and her thoughts were that the Admin office 100% supports this project as she first handily understands how expensive hydro and propane can be.
- iv. Theresa Morris spoke on this topic and made a motion of direction. She had requested that Kelley contact Verne Tom Sr. regarding all and new business plans that will be happening in Binche as it is respectful to keep Verne Sr. in the loop.

c) **BCR. Nbr 74.02.02.2021**

Binche Keyoh Bu Society/KDL is seeking Councils support for an application for Resource Management for a Community Wildfire Resiliency Plan

BCR Nbr: 74-02.02.2021

Moved	Stanly Tom
Seconded	Dwayne Martin

- i. Kelley Williams mentioned that the admin office had applied for this program and the admin was successful and that they had received the letter of approval. With the Binche Whut’ en band office approved Kelley believes that it should be fine for the Binche bu Society because Binche bu Society are separate funding streams. Kelley also wanted to let Chief and Council know that the admin office shall support the Binche bu Socitey on this BCR

d) **BCR Nbr 75 02.03.2021**

Binche Keyoh Bu Society seeks Council support for their application to Telus to provide increased wireless connectivity under the Universal Broadband Fund.

BCR Nbr: 75-02.02.2021

Moved	Dwayne Martin
Seconded	Stanly Tom

e) **BCR Nbr 76-23.02.2021**

Ratification of the Council electronic approval for support of Binche Whut'en/Binche Keyoh Bu seniors housing complex to designate the Society as Project Manager for the senior's housing complex

BCR Nbr: 76-23.02.2021

Moved	Theresa Morris
Seconded	Jarrold Tom

- i. Theresa Morris wanted to ask a question to Kelley Williams and Norman Alexis that she remembered that the Binche Whut'en band office was not aloud to apply for funding due to the band having a year cap on applying for funding
- ii. Kelley Williams answered Theresa's question by agreeing that yes, the band has a year cap on applying for funding and this is why Binche Whut'en and and Binche Bu society are working together on this project.
- iii. Dwayne Martin put in a motion of direction for the Binche Whut'en admin office to send a thank letter to the Binche bu Society for all of the hard work they have done with the new seniors housing complex.

f) **BCR Nbr MEM-98**

IRA Paul Haskell seeks Council's approval for membership request of transfer for incoming transfer Rose Campbell-Haufler

BCR Nbr: MEM-98

Moved	Stanly Tom
Seconded	Dwayne Martin

- i. Stanly Tom wanted to speak on this new membership request. Stanly brought up that it is wonderful to see people still signing over to be a Binche Whut'en member as more and more people sign over to be a Binche Whut'en member that they will help this band move forward and succeed in the coming future.
- ii. Theresa Morris asked Kelley Williams about the unresolved request that happen previous to these new membership requests.
- iii. Kelley Williams informed Theresa Morris about how Mr. Spooner had requested to be a Binche Whut'en Member but had not given Paul Haskell to information that we need to proceed.

g) **BCR Nbr MEM-99**

IRA Paul Haskell seeks Council's approval for membership request of transfer for incoming member Veronica Campbell

BCR Nbr: MEM-99

Moved	Dwayne Martin
Seconded	Stanly Tom

Motion of Direction

In that staff takes direction by motion of ALL of Council through the Chief in a duly convened meeting. Staff requests a Motion of Direction for the Band Manager to take time from year end, funding discussions and preparation of the Nations Annual Report to research and prepare the items and documentation Councilor Martin has requested for the annual evaluation of the Band Manager. Staff requests that Council be mindful that the Band Manager is on a 'Medical Return to Work' schedule and works parttime to meet the Nation's budget.

Motion of direction 03.08.2021-03

Moved	Dwayne Martin
Seconded	Stanly Tom

Motion of direction

Staff requests direction to confirm the date and time of an In-Camera human resources meeting of Council to undertake the annual evaluation of the Band Manager. The Band Managers annual due date for evaluation is April 12th as per Council employment contract with the Band Manager. Staff further requests a time slot in this meeting to present the annual evaluation out comes of all staff that has served for 12 months. These evaluations will be completed no later than April 1, 2021.

Motion of direction 03.08.2021-04

Moved	Theresa Morris
Seconded	Jarrold Tom

- i. Kelley Williams wanted to remind the Chief and Council that it is that time of year for all staff including herself to have their evaluation and Kelley requests that they keep this in mind that Kelley, Norman and Kayla will be busy with year end paper work and she requests that Chief and Council give not only herself some time while she prepares for the year end paper work and as well as the audit work that will be happening soon. Kelley also wanted to warn Chief and Council that Kayla Pierre will be gone for 2 weeks for medical leave
- ii. Theresa Morris understood that the office will be busy for the year end work that all staff has to complete and as well of the audit work that will also be happening in the office. Theresa had put the thought out of having these evaluations completed on Thursday April 8 2021 at 10AM
- iii. Dwayne Martin volunteered to take minutes for this meeting as Kayla Pierre will be away for medical leave.

I. Reports

- i. Band Manager report
- ii. Health and Planning Report
- iii. RBC Visa Monthly Activity – February statement not received as of Agenda posting date. Will be added as a late item if received before meeting
- iv. Nancy Tom Health Center Report.

Motion to receive 03.08.2021-05

Moved	Davis Monk
Seconded	Stanly Tom

a) Financials

- General Ledger Trial Balance 5 January to January Fiscal Year 2021

Motion to receive 03.08.2021-06

Moved	Dwayne Martin
Seconded	Jarrold Tom

II. Open Forum

- a) Members comments/concerns (limited to 10 minutes per speaker)
 - i. Norman Alexis updated Chief and Council about the taxations of Lease Land and what will come for seen future.
 - ii. Kelley Williams also explained with Norman Alexis on the process of the taxations that will be happening of the Lease lands. After the update of the Lease Land taxations Kelley also updated Chief and Council about the General meeting.

III. In Camera

Motion to go In-Camera 03.08.2021-07

Moved	Dwayne Martin
Seconded	Theresa Morris

- a) Tlazt'en Nation Chief and Council Resolution BCR #1448
- b) Dissolution of Yun Ookw'u Ts'unhuna Socitey and disbursement of Teck Legacy Fund

IV. Adjournment

Motion to Adjourn at _____AM

Motion 03.08.2021-08

Moved	
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Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

NCO I/C Fort St James RCMP
PO Box 1510
178 Stuart Drive West
Fort St James, BC V0J 1P0

Our File - Notre référence

Chief Tracy Anatole
Box 2039
Fort St. James BC, V0J 1P0

Date

2021-05-19


Dear Chief Anatole:

On behalf of the Fort St. James RCMP I am writing this letter to congratulate you on your election to Binche Whut'en Chief. Usually I would suggest we meet once you get settled to discuss the existing policing priorities of Binche Whut'en as well as to discuss any issues of mutual concern. With the continued Covid concerns I realize any face to face meeting between us and Council may not occur any time soon and may be best via telephone.

The Binche Whut'en policing situation is a unique one at this point in time due to the separation with Tl'azt'en. The Indigenous Policing Section (IPS) RCMP members are assigned to Tl'azt'en Nation as per the existing Community Tripartite Agreement in effect prior to the separation. However, despite this my Tl'azt'en IPS officers have been instructed to also provide continued enhanced service to Binche Whut'en.

Hopefully by the end of next week I will have completed and be sending out our Annual Performance Plan for your information. Following your review, we can have further discussions pertaining to anything specific for Binche Whut'en. I look forward to speaking with you and discussing other matters regarding Fort St. James policing. Please feel free to call or email me if and when you have concerns. I can be reached at sean.wadelius@rcmp-grc.gc.ca or 250-996-8269.

Kind Regards,


Staff Sergeant S.M. (Sean) Wadelius
Non-Commissioned Officer in Charge
Fort St. James Detachment
/smw

Canada

RCMP GRC 2823 (2002-11) WPT



March 30, 2021

All First Nations
Chief and Council

Dear Chief and Council:

I am writing to inform you, with mixed feelings, that I will be leaving the position of Regional Director General at the end of this week and am being appointed to the position of Assistant Deputy Minister, Child and Family Services Reform effective April 6, 2021.

As Regional Director General, I have had the honour of working with First Nations, Metis and Indigenous organizations across British Columbia since I joined INAC in July 2016 and have truly enjoyed every moment. I have felt extremely privileged to learn from you, to support you in day to day operations, through a period of ongoing change and investment, as well as through wildfires, floods and now a pandemic. I have so missed seeing you all in your communities, at Assemblies and at Our Gathering this past year and take pride in our joint achievements and collaboration.

I look forward to working with you in my new capacity to support the partnerships and work underway as I know how important child and family services reform is to your communities.

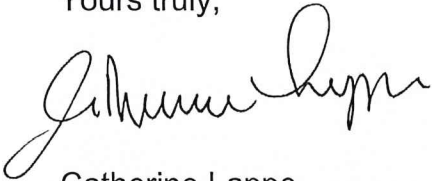
I would like to take this opportunity to inform you of other changes to senior management at Indigenous Services Canada:

- Joanne Wilkinson will be appointed to the position of Senior Assistant Deputy Minister, Regional Operations replacing Lynda Clairmont who is retiring.
- Danielle White will assume the role of Special Advisor to the Deputy Minister, supporting Regional Operations effective April 19, 2021.
- Patrick Boucher will be appointed to the position of Senior Assistant Deputy Minister, First Nations and Inuit Health Branch effective April 19, 2021.
- David Peckham was appointed to the position of Assistant Deputy Minister, Education and Social Development Programs and Partnerships effective March 26, 2021.

.../2

Please be advised that while a process to identify a permanent replacement has not yet been confirmed, Bill Guerin, Associate Regional Director General, will act as the Regional Director General in the interim. Should you wish to contact Bill directly, he can be reached at (604) 803-9476 or by email at bill.guerin@canada.ca

Yours truly,

A handwritten signature in black ink, appearing to read "Catherine Lappe". The signature is fluid and cursive, with the first name being more prominent than the last.

Catherine Lappe
Regional Director General
British Columbia Region
600-1138 Melville Street
VANCOUVER BC V6E 4S3

c.c.: First Nations Leadership Council
Bill Guerin



First Nations Health Authority
Health through wellness

501-100 Park Royal South
West Vancouver, BC
Canada V7T 1A2

T 604.913.2080
F 604.913.2081
www.fnha.ca

March 22, 2021

Binche Whut'en First Nation
P.O. Box 2039
Fort St. James BC V0J 1P0

Emailed to: manager@binche.ca

Dear Kelley Williams,

Subject: Northern Land-based Treatment and Healing Grants – GR 0000003530

The First Nations Health Authority (FNHA) is offering Land-based Treatment and Healing Grants to support First Nations communities towards improving access to land-based treatment and healing into their programs and services from April 1, 2020 to March 31, 2021.

The FNHA is pleased to announce that Binche Whut'en will receive this grant and payment in the amount of **\$19,528.37** will be issued to you by April 1, 2021. This funding will be used towards Land-Based Healing Initiatives such as;

- Culture and language camps (not including capital investments at this time).
- Traditional food harvesting projects with education around nutrition and wellness while supporting community berry picking/fishing/hunting/trapping etc.
- Supporting people struggling with addiction to spend time on the land doing cultural activities.
- Elder and youth knowledge transfer of traditional land uses such as the revitalization of ceremonial practice, rites of passage activities, reconnection to land/history/teachings, traditional medicine gathering, etc.
- Development of a specific land-based healing initiative: ex. Revitalization and practice of traditional birthing and parenting practices.
- Integrating local Indigenous healers into existing land-based activities.
- Revitalizing local Indigenous ceremonies and celebrations on the land.

For more information or project support please contact Carla Lewis, Traditional Wellness Specialist at Carla.Lewis@fnha.ca with the subject line: Traditional Land Based Treatment and Healing Funding.

FNHA requests that you provide a short narrative and financial report on the land based treatment and healing activities no later than March 31, 2021.

If you have any questions regarding receipt of payments, please email APHelpdesk@fnha.ca

In health and wellness,

Jessica Raw

Jessica Raw
Funding Arrangements, Developer

FILE COPY



BINCHE WHUT'EN
204 Mandine Drive
PO Box 2039
Fort St. James BC V0J 1P0
T : 250-648-3232
F : 250-648-3636

March 15, 2021

Board of Directors
John Prince Research Forest
Chuzghun Resources Corporation
Box 2378
Fort St. James, B.C.
V0J 1P0

Dear Directors,

This letter constitutes a formal notice that Councilor Dwayne Martin has been appointed as the Binche Whut'en delegate to this Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Anatole". The signature is written in a cursive, flowing style.

Tracy Anatole
Chief Councilor

TA/kmw



BINCHE WHUT'EN
204 Mandine Drive
PO Box 2039
Fort St. James BC V0J 1P0
T : 250-648-3232
F : 250-648-3636

March 15, 2021

Board of Directors
Nezul Be Hunuyeh Child and Family Services Society
PO Box 1180
700 Stuart Dr. West
Fort St. James, BC
V0J 1P0

Dear Directors,

This letter constitutes a formal notice that Councilor Theresa Morris has been appointed as the Binche Whut'en delegate to this Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Anatole". The signature is fluid and cursive, written over the printed name.

Tracy Anatole
Chief Councillor

TA/kmw



BINCHE WHUT'EN HEALTH

March 11, 2021

Chief and Council of Binche Whut'en
Binche Whut'en Health
PO Box 2039 Fort St James BC
VOJ1P0

Dear Chief and Council,

The Binche Whut'en Health Department is respectfully requesting Chief and Council write a direct proposal to the Ministry of Highways asking them to clear a walking path near the Tache Highway. This pathway is highly used by the membership as part of a healthy community being active. Members who are active will reduced health disparities in the Binche.

We strongly support this proposal with a focus on reducing health disparities among Elders by increasing delivery of evidence-based interventions. Our First Nations groups are suffering with many health challenges such as diabetes, dementia, and obesity.

We look forward to working with you in eliminating health disparities in our community and achieving health equity.

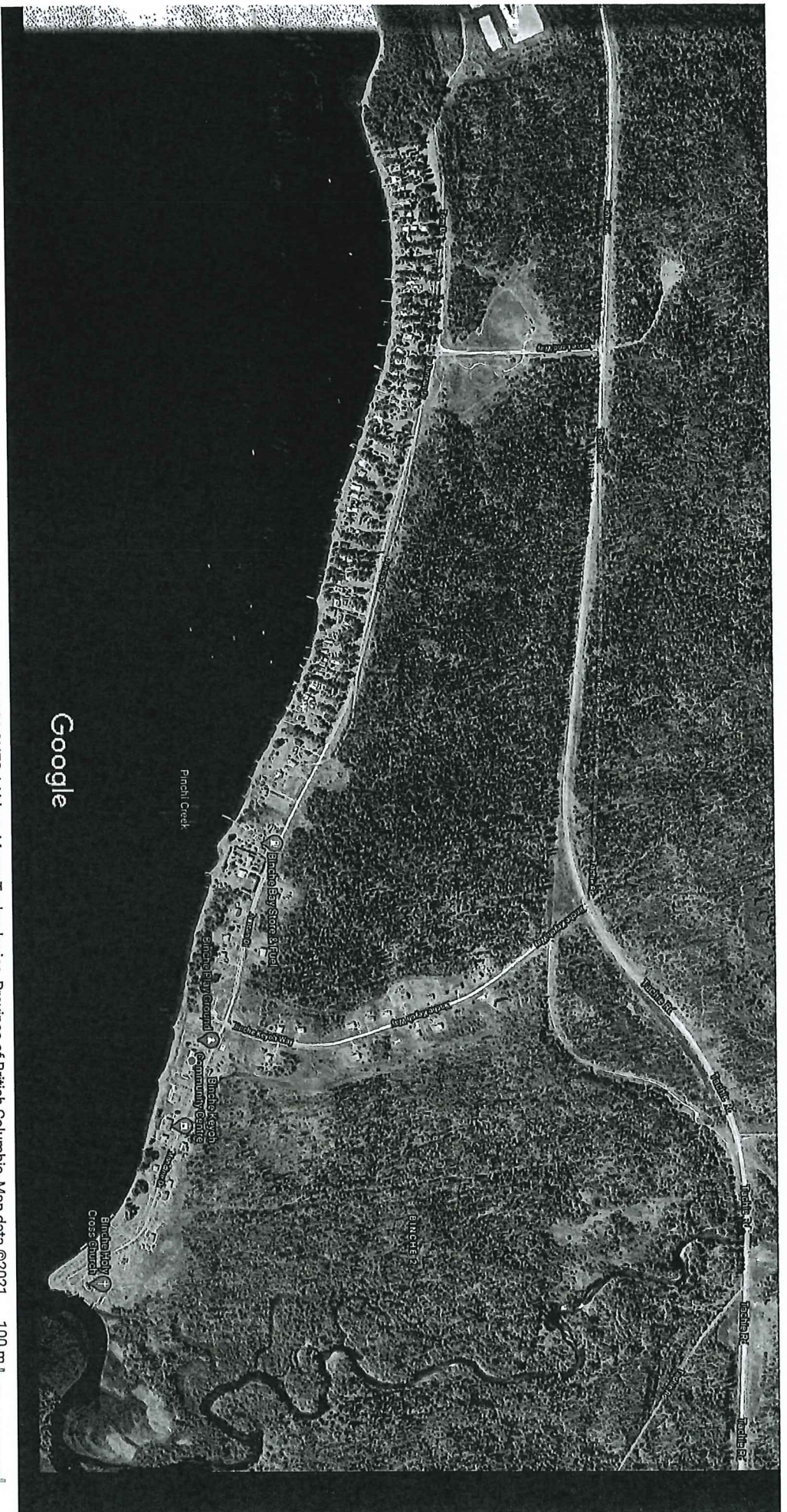
Sincerely,

Carrie Nash

A handwritten signature in black ink, appearing to read 'CNash', written over the printed name 'Carrie Nash'.

Cc: Files

Google Maps



Google

Imagery ©2021 CNES / Airbus, Maxar Technologies, Province of British Columbia, Map data ©2021

100 m

Live traffic

Fast

Slow

Binche Whut'en Walkway Path.

**BINCHE WHUT'EN
BAND COUNCIL RESOLUTION**

Date: April 6, 2021

BCR No.: 77-06.04.2021

LETTER OF DIRECTION FOR THE ROYAL BANK

WHEREAS:

Binche Whut'en's Chief and Council signatories consists of the following persons:

- (a) The term of the Chief and Council is no longer than three years**
- (b) And whereas Binche Whut'en held a By-Election to fill the empty Chairs**

BE IT HEREBY RESOLVED:

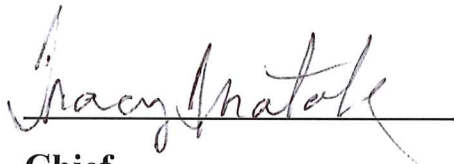
That Binche Whut'en had their By-Election on February 26, 2021 and the following were elected. The newly elected Chief and Councillor took their Oath of Office on Tuesday March 2, 2021. As such the following members will be the signatories on Binche Whut'en's Royal Bank account effective March 30, 2021.

Chief:	Tracy Anatole
Off-Reserve Councillor:	Theresa Morris
Youth Councillor:	Jarrold Tom
Elder Councillor:	Stanley Tom
General Councillor:	1. Dwayne Martin
	2. Davis Monk

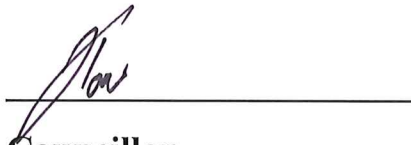
Term of Office under the Binche Whut'en Election Code:

The above elected will hold office for a two (2) year term expiring Tuesday, March 7th, 2023.

Quorum (4):



Chief



Councillor

Councillor

Councillor

Councillor

Councillor

**BINCHE WHUT'EN
BAND COUNCIL RESOLUTION**

Date: March 23, 2021

BCR No.: IC 23.03.2021 - 001

**Binche Whut'en Support to Retain MNP Canada for 2019 – 2020 Financial
Records Remediation**

WHEREAS:

Whereas Binche Whut'en Council; pursuant to the Authority of Chief and Council are responsible for the governance and administration of band affairs, including education, band schools, housing, water and sewer, resources, roads, and other community businesses and services.

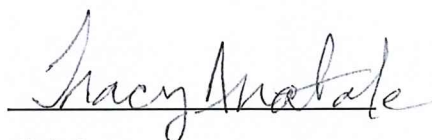
And

THEREFORE, BE IT HEREBY RESOLVED:

The Binche Whut'en Band Council (the "Band Council") supports the retention of MNP Canada (Auditors) to supply a qualified MNP staff member to bring the 2019-2020 financials to a level that we can have the 2019-2020 Audit completed. The Council recognizes the cost to the Band maybe up to (or over) ten thousand dollars (\$10,000.00) and the cost for this will be taken from the BC Gaming Revenues funding stream

BCR No. IC 23.03.2021 – 001 MNP Financial Remediation of 2019-2020 Binche Financial Records

Quorum (4)



Chief



Councillor



Councillor



Councillor



Councillor



Councillor



Royal Bank

RBC® Avion® Visa[‡] Business

BINCHE WHUT'EN 4516 07** ***** 7471

KELLY WILLIAMS 4516 07** ***** 7489

STATEMENT FROM FEB 04 TO MAR 03, 2021

2 OF 2

4516 07** ***** 7489 (continued)

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 28	MAR 02	OOMA CANADA INC 650-269-3061 BC	\$530.29
MAR 02	MAR 03	GOOGLE *GSUITE BINCHE. 855-222-8603 ON	\$179.40
SUBTOTAL OF MONTHLY ACTIVITY			\$12,027.79
NEW BALANCE			\$2,519.35

*- phones
- IT/admin/email*

INTEREST RATE CHART

Rate (%)	Remaining Balance**	Expiry Date
19.99	\$2,518.87	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.



staples - office all dupts
 microsoft - emails/licenses
 Amazon - tablets
 American - refund
 IEDC - BRAND LISTING/comp parts E&Ded
 GoDaddy - Domain names /hosting
 Uline - fire safe cabinets
 ICBC - ins Health car
 GoDaddy - domain reg
 Coma - internet telephones
 Gauge Suite - emails Security /Bayer.

FIVED
 17 2021

INFORMATION

505 POINTS

Balance	62,398
This statement	12,028
Balance	74,426

1-800-769-2512
 North America (416) 974-7780
 Travel Redemption 1-877-636-2870
 Redemption 1-800-769-2512
 www.rbc Rewards.com

INTEREST RATES

Annual interest rate	\$10.00
Payment due date	MAR 22, 2021
Credit limit	\$5,000.00
Available credit	\$2,480.65
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$229.22
Payments & credits	-\$9,777.02
Purchases & debits	\$12,066.67
Cash advances	\$0.00
Interest	\$0.48
Fees	\$0.00
NEW BALANCE	\$2,519.35

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 03	FEB 04	STAPLES.CA MISSISSAUGA ON	\$50.38
FEB 07	FEB 08	MICROSOFT* MICROSOFT 365 PMSBILL INFO ON	\$88.48
FEB 09	FEB 10	AMAZON.CA*8B2405E13 AMAZON.CA ON	\$1,124.40
FEB 10	FEB 11	AMZN MKTP.CA*910270NE3 WWW.AMAZON.CA ON	\$249.99
FEB 11	FEB 12	AMZN MKTP.CA*XT1YM4UF3 WWW.AMAZON.CA ON	\$3,144.75
FEB 13	FEB 15	STAPLES.CA MISSISSAUGA ON	\$11.18
FEB 13	FEB 15	STAPLES.CA MISSISSAUGA ON	\$146.17
FEB 17	FEB 18	STAPLES.CA MISSISSAUGA ON	\$22.40
FEB 23	FEB 24	SHERIDAN BOOKS INC 7343851503 MI	\$41.49
		Foreign Currency-USD 32.00 Exchange rate-1.296562	
FEB 23	FEB 24	IEDC ONLINE 202-9429457 DC	\$589.92
		Foreign Currency-USD 455.00 Exchange rate-1.296527	
FEB 24	FEB 25	DNH*GODADDY.COM CAD 480-505-8855 BC	\$299.88
FEB 25	FEB 26	SHERIDAN BOOKS INC CHELSEA MI	-\$38.88
		Foreign Currency-USD 32.00 Exchange rate-1.215000	
FEB 25	FEB 26	INT L CRITICAL INCIDENTS 410-750-9600 MD	\$122.86
		Foreign Currency-USD 95.00 Exchange rate-1.293263	
FEB 26	FEB 26	ULINE 800-295-5510 ON	\$4,040.14
FEB 26	MAR 01	ICBC #91215 FORT.ST. JAMEBC	\$1,382.00
FEB 27	MAR 01	ADOBE ACROPRO SUBS 4085366000 CA	\$21.95
		Foreign Currency-USD 16.79 Exchange rate-1.307325	
FEB 27	MAR 01	DNH*GODADDY.COM CAD 480-505-8855 BC	\$20.99

- Tablets
 - projects
 - Domain
 - types
 - Health car
 - admin lic

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RBC ROYAL BANK
 CREDIT CARD PAYMENT CENTRE
 P.O. BOX 4016, STATION "A"
 TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,519.35

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 22, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business
4516 07 **** 7471 / 4516 07** **** 7489**

RBC0150020_2641633_008-31501 10058

BINCHE WHUT'EN
 KELLY WILLIAMS
 PO BOX 2039
 BINCHE WHUT'EN
 BINCHE WHUT'EN BC V0J 1P0

- Quick, convenient and secure ways to pay your credit card bill:
- RBC Online Banking at www.rbcroyalbank.com/online
 - RBC Mobile app - text "RBC" to 722722 to download
- Other payment options include:
- RBC Royal Bank ATM
 - Telephone Banking 1-800-769-2511
 - By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
 - Visit an RBC Royal Bank branch

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Binche Whut'en First Nation

Revenue and Expense Report

For the Period Ending February 28, 2021

General Ledger	Description	2020 Actual	2020 Budget	2020 % Variance	2019 Actual	2019 Budget	2019 % Variance
1200-10000	RECEIVABLES	(306.00)					
4000-10000	REVENUE - ADMINISTRATION	1,061,325.00					
4000-10001	AUDIT	0.00	68,870.67	1,541.04	0.00	0.00	(225.51)
4000-10002	BAND SUPPORT	0.00	0.00	0.00	0.00	(1,967.26)	0.00
4000-10003	BAND SUPPORT	0.00	0.00	0.00	0.00	(4,006.49)	0.00
4000-10004	LANDS AND TRUSTS	0.00	0.00	0.00	0.00	(4,395.74)	0.00
4000-10005	OVER HEAD	0.00	0.00	0.00	0.00	(3,749.99)	0.00
4000-10006	SOCIAL DEVELOPMENT	0.00	0.00	0.00	0.00	(33,512.26)	0.00
4000-10007	STAFF	0.00	0.00	0.00	0.00	(498.74)	0.00
4000-11000	REVENUE - COUNCIL	0.00	0.00	0.00	0.00	(9,768.01)	0.00
4000-12000	REVENUE - ECONOMIC DEVELOPMENT	0.00	0.00	0.00	0.00	(33,417.00)	0.00
4000-13000	REVENUE - EDUCATION	0.00	0.00	0.00	0.00	(11,250.00)	0.00
4000-13100	REVENUE - POST SECONDARY	0.00	0.00	0.00	0.00	(38,047.50)	0.00
4000-16102	CANADA PRENATAL NUTRITION PROGRAM	2,050.00	0.00	0.00	0.00	(37,708.51)	0.00
4000-16201	BRIGHTER FUTURES	9,125.00	0.00	0.00	0.00	(3,616.51)	0.00
4000-16202	BHC - MENTAL HEALTH AND CRISIS MANAGE	7,370.00	0.00	0.00	0.00	(16,104.01)	0.00
4000-16203	BHC - SOLVENT ABUSE PROGRAM	1,600.00	0.00	0.00	0.00	(13,004.24)	0.00
4000-16204	NNADAP	29,167.00	405.00	7,201.72	0.00	(2,823.75)	0.00
4000-16301	ABORIGINAL DIABETES INITIATIVES	3,135.00	0.00	0.00	0.00	(33,350.99)	1.21
4000-16302	CHPIN	14,349.00	0.00	0.00	0.00	(5,532.75)	0.00
4000-16401	FN HOME AND COMMUNITY CARE	17,671.00	0.00	0.00	0.00	(25,319.25)	0.00
4000-16503	HEALTH PLANNING AND MANAGEMENT - INDEX	27,580.00	0.00	0.00	0.00	(31,183.51)	0.00
4000-16504	HEALTH PLANNING AND MANAGEMENT	1,081.00	0.00	0.00	0.00	(1,907.24)	0.00
4000-16601	CAPITAL FACILITIES - O&M	5,640.00	0.00	0.00	0.00	(48,667.50)	0.00
4000-16701	COMMUNICABLE DISEASE CONTROL- NURSE	47,771.00	0.00	0.00	0.00	(9,953.24)	0.00
4000-16702	COMMUNICABLE DISEASE CONTROL- CLERK	2,310.00	0.00	0.00	0.00	(40,017.74)	0.00
4000-16801	ENVIRONMENTAL HEALTH - DWSP	5,345.00	0.00	0.00	0.00	(4,074.75)	0.00
4000-16901	HEALTH CONSULTATION AND LIAISON	3,660.00	8,750.25	41.82	0.00	(9,431.24)	0.00
4000-16926	FNHB - MEDICAL TRANSPORTATION	6,243.00	0.00	0.00	0.00	(6,459.75)	0.00
4000-16927	FNHB - MT - MANAGEMENT AND SUPPORT	7,565.00	0.00	0.00	0.00	0.00	0.00
4000-18000	REVENUE - OPERATIONS AND MAINTENANCE	0.00	0.00	0.00	0.00	(67,742.28)	0.00
4000-19000	REVENUE - SOCIAL DEVELOPMENT - IS	0.00	0.00	0.00	0.00	(99,800.28)	0.00
4000-19100	REVENUE - SOCIAL DEVELOPMENT	0.00	0.00	0.00	0.00	(30,220.47)	0.00

Revenue and Expense



Binche Whut'en First Nation

Revenue and Expense Report

For the Period Ending February 28, 2021

General Ledger	Description	2020 Actual	2020 Budget	2020 % Variance	2019 Actual	2019 Budget	2019 % Variance
6000-10000	OPERATING EXPENSES	30,600.79	0.00	0.00	4,621.47	0.00	0.00
6000-11000	CHIEF AND COUNCIL - EXPENSE	5,376.00	0.00	0.00	0.00	0.00	0.00
6000-14000	OPERATING EXPENSES - EMERGENCY MNGT	307.50	0.00	0.00	0.00	0.00	0.00
6000-18000	OPERATING EXPENSES - O&M	136,995.81	0.00	0.00	741.69	0.00	0.00
6100-16000	AUTO EXPENSE - HEALTH	870.11	0.00	0.00	0.00	0.00	0.00
6100-18000	AUTO EXPENSE	43.26	0.00	0.00	0.00	0.00	0.00
6125-10000	FUEL - ADMIN	64.93	0.00	0.00	178.40	0.00	0.00
6125-14000	FUEL - EMERGENCY MANAGEMENT	87.82	0.00	0.00	0.00	0.00	0.00
6125-16000	FUEL - HEALTH	272.03	0.00	0.00	0.00	0.00	0.00
6125-16504	FUEL - PT	5,646.41	0.00	0.00	0.00	0.00	0.00
6125-18000	FUEL - OPERATIONS AND MAINTENANCE	1,339.14	0.00	0.00	914.25	0.00	0.00
6210-10000	PAYROLL - ADMINISTRATION	47,571.10	0.00	0.00	12,020.89	0.00	0.00
6210-10006	PAYROLL - SOCIAL DEVELOPMENT	3,259.95	0.00	0.00	4,050.48	0.00	0.00
6210-12000	PAYROLL - ECONOMIC DEVELOPMENT	3,300.00	0.00	0.00	179.42	0.00	0.00
6210-13000	PAYROLL - EDUCATION	0.00	0.00	0.00	2,778.59	0.00	0.00
6210-14000	PAYROLL - EMERGENCY MANAGEMENT	3,910.00	0.00	0.00	0.00	0.00	0.00
6210-16000	PAYROLL - HEALTH	33,758.94	0.00	0.00	4,300.20	0.00	0.00
6210-16701	PAYROLL - COMMUNICABLE DISEASE - NURSE	15,553.73	0.00	0.00	0.00	0.00	0.00
6210-16702	PAYROLL - COMMUNICABLE DISEASE - CLERK	1,199.14	0.00	0.00	0.00	0.00	0.00
6210-16901	PAYROLL - HEALTH CONSULTATION AND LIASON	1,199.14	0.00	0.00	0.00	0.00	0.00
6210-16927	PAYROLL - MT - MANAGEMENT AND SUPPORT	1,235.47	0.00	0.00	0.00	0.00	0.00
6210-18000	PAYROLL - OPERATIONS AND MAINTENANCE	17,374.07	0.00	0.00	4,699.79	0.00	0.00
6210-18200	PAYROLL - SOLID WASTE	44.55	0.00	0.00	0.00	0.00	0.00
6210-18300	PAYROLL - TRAINING - FIRE PROTECTION	0.00	0.00	0.00	1,342.50	0.00	0.00
6215-10000	HOLIDAY	6,397.82	0.00	0.00	0.00	0.00	0.00
6230-10000	CPP - REGULAR	4,267.17	0.00	0.00	0.00	0.00	0.00
6240-10000	EI - REGULAR	1,829.45	0.00	0.00	0.00	0.00	0.00
6275-10000	ACCOUNTING	14,175.00	0.00	0.00	0.00	0.00	0.00
6300-10000	LEGAL - ADMIN	1,035.12	0.00	0.00	7,019.00	0.00	0.00
6325-10000	SOFTWARE	14,366.11	0.00	0.00	1,710.93	0.00	0.00
6400-10000	EMPLOYEE BENEFIT PROGRAM	1,651.67	0.00	0.00	0.00	0.00	0.00
6405-10000	WEEKLY INDEMNITY - SHORT TERM PENSION	(500.00)	0.00	0.00	0.00	0.00	0.00
6410-10000	COVID-19 RESPONSE	3,808.75	0.00	0.00	0.00	0.00	0.00
6500-14000	ELECTION	51.73	69,555.00	0.07	0.00	0.00	0.00
6525-11000	FRIEGHT EXPENSE	0.00	0.00	0.00	1,000.00	0.00	0.00
6550-10000	FRIEGHT EXPENSE	58.00	0.00	0.00	0.00	0.00	0.00
6550-18000	FRIEGHT EXPENSE	50.00	0.00	0.00	7.64	0.00	0.00



Binche Whut'en First Nation

Revenue and Expense Report

For the Period Ending February 28, 2021

General Ledger	Description	2020 Actual	2020 Budget	2020 % Variance	2019 Actual	2019 Budget	2019 % Variance
6600-10000	GIFT EXPENSE	0.00	0.00	0.00			0.00
6650-10000	INSURANCE - GENERAL	17,467.00	0.00	0.00	1,550.00	0.00	0.00
6750-18000	PROFESSIONAL FEES	1,281.29	0.00	0.00	18,152.60	0.00	0.00
6850-10000	MAINTENANCE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
6850-16000	MAINTENANCE EXPENSE - HEALTH	555.23	0.00	0.00	2,013.24	0.00	0.00
6850-18000	MAINTENANCE EXPENSE	940.97	0.00	0.00	0.00	0.00	0.00
6900-10000	MEALS AND TRAVEL	163.33	0.00	0.00	13,654.72	0.00	0.00
6900-11000	MEALS AND TRAVEL - COUNCIL	2,262.25	0.00	0.00	2,370.45	0.00	0.00
6900-15000	MEALS AND TRAVEL - EMPLOYEMENT	840.00	0.00	0.00	375.38	0.00	0.00
6900-16000	MEALS AND TRAVEL - HEALTH	1,074.89	0.00	0.00	1,098.40	0.00	0.00
6900-16504	MEALS AND TRAVEL - PATIENT TRAVEL	769.00	0.00	0.00	128.55	0.00	0.00
6950-10000	OFFICE EXPENSE	901.79	0.00	0.00	0.00	0.00	0.00
6950-16000	OFFICE EXPENSE - HEALTH	2,673.51	0.00	0.00	2,201.20	0.00	0.00
6950-18000	OFFICE EXPENSE	1,042.68	0.00	0.00	1,923.30	0.00	0.00
6975-10000	PHONE / INTERNET	3,692.98	4,200.00	87.92	246.81	3,150.00	126.01
6975-16000	PHONE / INTERNET	3,150.00	4,200.00	75.00	3,969.59	3,150.00	46.56
7350-10000	SUPPLIES EXPENSE	710.59	0.00	0.00	1,466.94	0.00	0.00
7350-16000	SUPPLIES EXPENSE - HEALTH	255.24	0.00	0.00	0.00	0.00	0.00
7350-18000	SUPPLIES EXPENSE	212.13	0.00	0.00	0.00	0.00	0.00
7400-18000	TAXES - FIT EXPENSE	419.65	0.00	0.00	0.00	0.00	0.00
7425-13100	LIVING ALLOWANCE - POST SECONDARY	18,300.00	0.00	0.00	19,574.80	0.00	0.00
7430-13100	HIGH RENT - POST SECONDARY	400.00	0.00	0.00	900.00	0.00	0.00
7435-13100	TUITION - POST SECONDARY	2,408.44	0.00	0.00	10,130.41	0.00	0.00
7435-15000	TUITION - PGNAETA	2,499.12	0.00	0.00	0.00	0.00	0.00
7440-13100	TRAVEL - POST SECONDARY	700.00	0.00	0.00	0.00	0.00	0.00
7450-10000	UTILITIES - ADMIN	3,456.32	0.00	0.00	835.04	0.00	0.00
7450-16000	UTILITIES - HEALTH	2,824.51	0.00	0.00	555.93	0.00	0.00
7450-18000	UTILITIES - O&M	2,339.54	0.00	0.00	6,854.40	0.00	0.00
7500-19100	SOCIAL ASSISTANCE - BASIC	87,073.95	0.00	0.00	80,622.47	0.00	0.00
7510-19100	SOCIAL ASSISTANCE - PWD	3,103.76	0.00	0.00	1,548.58	0.00	0.00
7515-19100	SOCIAL ASSISTANCE - COMFORT ALLOWANCE	95.00	0.00	0.00	0.00	0.00	0.00
7520-19100	SOCIAL ASSISTANCE - SHELTER	49,578.31	0.00	0.00	56,584.90	0.00	0.00
7525-19100	SOCIAL ASSISTANCE - EARNINGS EXEMPTION	4,274.93	0.00	0.00	777.99	0.00	0.00
7530-19100	SOCIAL ASSISTANCE - FUNERAL SUPPORT	8,852.89	0.00	0.00	0.00	0.00	0.00
7535-19100	COVID 19	36,900.00	0.00	0.00	0.00	0.00	0.00
7540-19100	IA - OTHER	0.00	0.00	0.00	9,486.99	0.00	0.00
*P TOTAL Revenue and Expense		633,260.99	70.92	892,923.00	182,941.06	(840,443.04)	(21,777)



Binche Whut'en First Nation

Revenue and Expense Report

For the Period Ending February 28, 2021

General Ledger	Description	2020 Actual	2020 Budget	2020 % Variance	2019 Actual	2019 Budget	2019 % Variance
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*** End of Report ***

**INDIGENOUS CLAIMS LOAN AGREEMENT
BINCHE WHUT'EN
2020-2021**

BETWEEN **HER MAJESTY THE QUEEN** in right of Canada hereinafter referred to as "**Her Majesty**" as represented by the **Minister of Crown-Indigenous Relations** hereinafter referred to as the "**Minister**"

OF THE FIRST PART

AND The **BINCHE WHUT'EN** as represented by the Chief and Council in the Province of **BRITISH COLUMBIA**, hereinafter referred to as the "**First Nation**"

OF THE SECOND PART

WHEREAS the First Nation has represented to the Minister that it will incur certain financial obligations during the period of April 1, 2020 to March 31, 2021 with respect to the negotiation of its **Specific claim** relating to the **JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT CLAIM** hereinafter referred to as the "**Claim**";

AND WHEREAS the First Nation has represented to the Minister that it is duly authorized by its members to make the commitments herein contained;

AND WHEREAS the First Nation has presented a budget to the Minister requesting financial assistance to meet those obligations;

AND WHEREAS the Minister has agreed to provide the First Nation with an interim loan to assist the First Nation in meeting the said obligations;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the covenants and undertakings herein contained, covenant and agree as follows:

1. (1) Subject to the terms and conditions hereinafter provided and subject to the funds being appropriated by Parliament for the purposes herein, the Minister shall loan to the First Nation an amount not to exceed **fifty-six thousand nine hundred dollars (\$56,900)** during the period of **April 1, 2020 to March 31, 2021**.
- (2) Loan advances to be issued in accordance with the schedule of payments attached hereto as **APPENDIX I**. Amounts and schedule of payments agreed to may be modified to accommodate the First Nation's cash flow requirements.
- (3) The indebtedness of the First Nation with respect to each loan advance shall be secured by a Promissory Note made by the First Nation payable to the Receiver General for Canada in the amount of such advance.
- (4) Each Promissory Note issued by the First Nation shall:
 - (a) be substantially in the form of **APPENDIX II** annexed hereto in an amount equal to the amount of the advance to which it relates;
 - (b) bear the cheque number and the date of cheque issue; and

- (c) be made payable on the earlier of **March 31, 2025** or the date on which the Claim is settled. Should the loan become due and payable under the terms of the Promissory Notes while the Claim is still in negotiation, the loan repayment dates will be extended by five years, or a period deemed appropriate to coincide with the anticipated claim settlement date whichever is sooner. For the purposes of this clause and any Promissory Note issued by the First Nation, the date on which the Claim is settled is deemed to be the date on which first settlement compensation is paid to the First Nation by Her Majesty as determined by the final claim settlement agreement.
2. (1) Subject to sub-paragraph (2) below, the First Nation shall repay to the Receiver General for Canada, the full amount of any advance or advances made pursuant to this Agreement or pursuant to any prior loan agreement, together with all accrued interest, if any.
- (2) Payment made by the First Nation, shall be applied firstly in payment of interest accrued to the date of payment and the balance, if any, in reduction of the principal repayable. If the First Nation has received advances in respect of the Claim under prior loan agreements (signed in respect of advances made prior those made under this Agreement) any payments by the First Nation shall be applied firstly in payment of interest accrued on advances, including those made under prior loan agreements, and the balance, if any shall be applied in reduction of principal in the order in which such principal was advanced, the oldest advance being repaid first.
- (3) The Minister and the First Nation agree that, in the event that the First Nation has not already repaid the advances made hereunder and the advances made under any prior agreement, the Minister shall deduct the amounts owing herein, plus the full amount of advances made under prior loan agreement together with accrued interest, all on the actual claim settlement date and thereafter, from the total sum of the moneys paid by the Government of Canada pursuant to the settlement agreement for the Claim, and notwithstanding that the compensation under the settlement agreement may not be stated therein to be payable to the First Nation nor all or any of the members, and this shall constitute repayment of the advances made. The loans are to be recovered as a first charge against each compensation payment unless otherwise stated in the settlement agreement for the Claim.
3. The First Nation shall apply the proceeds of each advance made hereunder to pay the costs of the negotiation of the Claim, but shall not include any cost for litigation without the prior written approval of the Minister.
4. The First Nation shall advise the Minister, in writing, of all financial obligations it has incurred from any other source which would be repayable upon settlement of the Claim.
5. (1) The First Nation shall maintain a separate accounting of funds received under the terms of this Agreement.
- (2) The First Nation shall maintain books and accounting records in a manner consistent with generally accepted accounting principles and practices.
- (3) As specified in **APPENDICES I** and **III** attached hereto, the First Nation shall, prior to each advance, provide the Director, Negotiation Support Directorate, Fiscal Branch, Treaties and Aboriginal Government Sector with progress reports and financial statements of expenditures, and forecasted requirements, to the satisfaction of the Minister, disclosing the manner in which any advance received hereunder has been disbursed.
6. (1) The First Nation shall, no later than **120 days** following the close of the First Nation's fiscal year, provide the Director, Negotiation Support Directorate, Fiscal Branch, Treaties and Aboriginal Government Sector with its

consolidated audited financial statements prepared in accordance with generally accepted accounting principles and practices showing total revenue and expenditures for claims negotiations as a separate schedule together with the auditor's report on the overall solvency and financial position of the First Nation. These financial statements shall be certified by a firm of public accountants authorized under the laws of the appropriate province or territory to certify such statements.

- (2) The Minister may, at his or her discretion, request from the auditor retained by the First Nation any information required to be satisfied that each advance made hereunder was disbursed for the purposes referred to in this Agreement.
- (3) The Minister may, at public expense, appoint an independent auditor to verify expenditures made by the First Nation pursuant to this Agreement should the audit referred to in subparagraph (1) above be deemed unsatisfactory, or if the Minister has reason to believe that any advance made hereunder was not disbursed in accordance with the purposes referred to in this Agreement.
- (4) The First Nation shall, promptly and whenever and so often as the auditor appointed by the Minister shall request, make available to such auditor such material and information as is necessary for the auditor to carry out the audit.
- (5) The Minister may, at his or her discretion, withhold any advance under this Agreement:
 - (a) should the First Nation's approved claims development and negotiation work plan be amended resulting in a decreased cash flow requirement during the period covered by this Agreement;
 - (b) should the parties to negotiation agree to suspend or postpone formal negotiation meetings for a defined period. A re-assessment of the First Nation's cash flow requirements under the terms of this Agreement would be negotiated between funding administrators and the First Nation, appropriate to the level of activities being carried out by the First Nation relative to the Claim;
 - (c) should formal suspension of the claims negotiation process with the First Nation be enacted by the Minister; and
 - (d) so long as any request by an auditor appointed under this Agreement shall not have been complied with to the Minister's satisfaction.

7. The First Nation represents and warrants that:

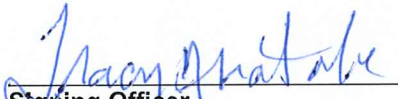
- (1) the Chief and Council have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof and more particularly, to execute and deliver any Promissory Note here under;
- (2) there are no actions, suits, or proceedings pending or, to the knowledge of the First Nation, threatened against, or adversely affecting the First Nation and at law or in equity by any federal, provincial, municipal, or other governmental department, commission, board, bureau, or agency, Canadian or foreign, which involve the transaction herein contemplated; and
- (3) neither the execution and delivery of this Agreement nor the compliance with the covenants, terms, and conditions hereof will conflict with or result in a breach of any of the terms, conditions, or provisions of any loan agreement or instrument to which the First Nation is now a party or constitute a default there under.

8. Notwithstanding any other provision herein, every advance made by the Minister pursuant to this Agreement will become due and payable if the First Nation fails to perform or observe any other covenant, agreement, or condition herein contained and any such failure or non-observance is not remedied within thirty (30) days following notice thereof to the First Nation by the Minister.
9. The obligation of the Minister to make any advance to the First Nation is subject to the Minister being reasonably satisfied:
 - (1) that no event of default shall have occurred under this Agreement as more particularly set out in paragraphs 7 and 8;
 - (2) that any previous advance was used to the satisfaction of the Minister for the purposes referred to in this Agreement; and
 - (3) that the claims negotiation process demonstrates reasonable progress towards settlement of the Claim.
10. Subject to paragraph 2(2), the First Nation may, at any time, repay the entire amount owing hereunder or any part thereof without bonus or penalty.
11.
 - (1) Subject to sub-paragraph (2), the First Nation shall not be liable to pay any interest on the amounts owing hereunder, by the First Nation, to Her Majesty.
 - (2) In the event that the First Nation fails to repay to Her Majesty any amount due and payable hereunder, Her Majesty may then take such steps as are available to Her for the collection of any amount so due, including such costs and expenses as Her Majesty may incur in the collection of such amount, with interest payable at an annual rate equal to the then current rate established by the Minister of Finance in respect of borrowing for equivalent terms by Crown corporations, compounded semi-annually.
12. No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise there from.
13. This Agreement supersedes all communications, negotiations, and agreements, either written or oral, between the parties hereto in respect of matters pertaining to this Agreement prior to its execution and delivery.
14. This Agreement will be interpreted in accordance with the laws of Canada and the applicable laws of **British Columbia**.
15. The parties shall not assign any right, title, interest, or privileges granted to them under this Agreement, unless previously authorized in writing by the other party.
16. This Agreement may be amended by mutual agreement of both parties hereto.

17. This Agreement endures to the benefit of and is binding upon Her Majesty, Her Heirs and Successors and permitted Assigns and on the First Nation, its Executors, Administrators, Successors and Permitted Assigns.
18. This Agreement becomes effective the date it is signed by Her Majesty as represented by the Minister of Crown-Indigenous Relations.

SIGNED FOR AND ON BEHALF OF
THE **BINCHE WHUT'EN** AS
REPRESENTED BY THE CHIEF
AND COUNCIL:

SIGNED FOR AND ON BEHALF OF
HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS
REPRESENTED BY **THE MINISTER
OF CROWN-INDIGENOUS
RELATIONS:**



Signing Officer

Director,
Negotiation Support Directorate
Fiscal Branch
Treaties and Aboriginal Government
Sector

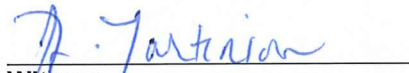
Chief Tracy Anatole

Print Name

March 30/21

Date

Date



Witness

Witness

APPENDIX I

SCHEDULE OF PAYMENTS AND REPORTING REQUIREMENTS

**BINCHE WHUT'EN
JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT CLAIM
2020-2021 INDIGENOUS CLAIMS LOAN AGREEMENT**

SCHEDULE OF PAYMENTS

1. **2020-2021 Upon Signature Payment** **\$56,900**

Upon both parties signing the Agreement and upon receipt from the First Nation of a Promissory Note duly signed to cover this advance.

REPORTING REQUIREMENTS

1. ***Final Activity Report*** for the period of April 1, 2020 to March 31, 2021 is due **by May 15, 2021**; and
2. ***2020-2021 Audited Schedule of Loan Expenditures*** is due **by July 31, 2021**.

Reports are to be forwarded to the:

**Director
Negotiation Support Directorate
Fiscal Branch
Treaties and Aboriginal Government Sector
Department of CIRNAC
OTTAWA, Ontario, K1A 0H4
aadnc.unitedufinancement-nego-fundingunit-nego.aandc@canada.ca**

APPENDIX III

REQUIREMENTS FOR FINANCIAL STATEMENTS

**BINCHE WHUT'EN
JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT CLAIM
2020-2021 INDIGENOUS CLAIMS LOAN AGREEMENT**

1. The financial statements shall reflect all revenue and expenditures to the last day of the reporting period **and should reach the Department of Crown-Indigenous Relations and Northern Affairs by the dates specified in Appendix I.**
2. The financial statements (example below) must include the following information on revenue and expenditures.
3. A document providing detailed information on expenditures for each category shall accompany the financial statements.

EXAMPLE

REVENUE

OPENING BALANCE

i.e. unexpended funds at March 31, 2020

\$ _____

REVENUE CURRENT FISCAL YEAR

i.e. revenue from April 1, 2020 to the last day of the reporting period

\$ _____

TOTAL FUNDS AVAILABLE

\$ _____

EXPENDITURES

Reporting Period

From _____

To _____

Year to Date

From April 1, 2020

To _____

First Nation Costs (examples)

- Honoraria: Chief

\$ _____ \$ _____

- Honoraria: Councillors (2)

\$ _____ \$ _____

- First Nation Travel

\$ _____ \$ _____

- Meeting Room/Hall Rental

\$ _____ \$ _____

Legal Fees

- Legal Counsel Fees and Travel

\$ _____ \$ _____

Professionals/Consultants (examples)

- Consultant #1

\$ _____ \$ _____

- Consultant #2

\$ _____ \$ _____

Other (examples)

- Administration, etc.

\$ _____ \$ _____

TOTAL

\$ _____ \$ _____

BALANCE

\$ _____ \$ _____

SPECIMEN SIGNATURES

**BINCHE WHUT'EN
JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT CLAIM
2020-2021 INDIGENOUS CLAIMS LOAN AGREEMENT**

The following persons have been authorized to sign the 2020-2021 Indigenous Claims Loan Agreement and associated Promissory Notes on behalf of the **Binche Whut'en**.

<u>NAME (PLEASE PRINT)</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<i>Tracy Anatale</i>	<i>Chief</i>	<i>Tracy Anatale</i>
<i>Kelley M Williams</i>	<i>Band Manager</i>	<i>[Signature]</i>
_____	_____	_____
_____	_____	_____

PROMISSORY NOTE

**BINCHE WHUT'EN
JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT CLAIM**

UPON SIGNATURE PAYMENT

1. FOR VALUE RECEIVED the undersigned, the **BINCHE WHUT'EN** hereinafter called the "First Nation", promises to pay to the Receiver General for Canada at the Office of the Minister of Crown-Indigenous Relations at Ottawa, Ontario on the earlier of **March 31, 2025** or a date on which the Claim is settled, all as determined by the terms and conditions of the Agreement signed by us on the _____ day of _____ 2021, and effective the date it is signed by Her Majesty as represented by the Minister of Crown-Indigenous Relations, an advance of **fifty-six thousand nine hundred dollars (\$56,900)** in lawful money of Canada, interest-free unless the First Nation is in default or this Promissory Note comes to maturity, in such case interest will run from the date of default or maturity, as the case may be, at a rate fixed in accordance with the provisions of the aforementioned Agreement.
2. The First Nation may at any time and from time to time repay the whole or any part of the principal upon payment of interest accrued to the date of repayment. Each payment made by the First Nation in satisfaction of any loan under the Loans to Indigenous Claimants Funding Program shall be applied firstly in payment of overall interest accrued to the date of payment and the balance, if any, in reduction of the principal, repayable in order of the date of incurrence, commencing with the oldest loan.
3. This Promissory Note is given as evidence of the indebtedness of the First Nation to Her Majesty the Queen in right of Canada and is non-negotiable and is not assignable.
4. Witness the First Nation and the hands of its proper Officers duly authorized on their behalf this _____ day of _____ 2021.

Signing Officer

Witness

ADMINISTRATIVE USE ONLY

Government of Canada Cheque Number _____

Date of Cheque Issue _____

BINCHE WHUT'EN
JUNE 19-1911 STUART LAKE BARRICADES AGREEMENT
FINANCIAL SUMMARY
APRIL 1, 2020 TO MARCH 31, 2021

BASIC FUNDING

FIRST NATION COSTS

Honoraria & Other Expenses

Chief (<i>Maximum rate NSD can support is \$250 per day</i>)	\$1,750
Councillors (<i>Maximum rate NSD can support is \$200 per day</i>)	\$5,600
Researcher (<i>Maximum rate NSD can support is \$300 per day</i>)	\$4,200
Travel Expenses (<i>Travel expenses can only be provided for confirmed activities</i>)	\$0
Hall Rental (<i>Ratification anticipated in 2021-2022</i>)	\$0

Subtotal First Nation Costs **\$11,550**

LEGAL COSTS

Fees (<i>Legal fees are provided for confirmed activities-ratification anticipated in 2021-2022</i>)	\$44,850
Travel Expenses (<i>Travel expenses can only be provided for confirmed activities</i>)	\$0
Disbursements (<i>printing, faxing, long distance, courier</i>)	\$500

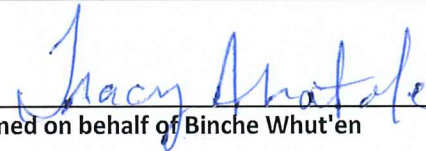
Subtotal Legal Costs **\$45,350**

*** TOTAL BASIC FUNDING** **\$56,900**

Important Note: Within a fiscal year, First Nations may reallocate funds received within the different types of costs under the Basic Funding category only based on First Nation priorities, but must report on actual expenditures. Funding may not be reallocated between Basic Costs, Studies and Reports, and Ratification.

TOTAL LOAN FUNDING OFFERED/AVAILABLE FOR FISCAL YEAR 2020-2021 * **\$56,900**

***The total loan funding amount available for the fiscal year must be reported on in the 2020-2021 audit statement of revenue and expenditure**



 Signed on behalf of Binche Whut'en

March 30 / 21

 Date

TRACY ANATALE

 Please print name in block letters

CHIEF

 Title

***Please retain a COPY of the Financial Summary for your records**



March 16, 2021

CHIEF TRACY ANATOLE
BINCHE WHUT'EN
204 MANDINE DRIVE, PO BOX 2039,
FORT ST. JAMES, BC

Dear Chief Anatole:

This is in response to the 2020-2021 June 19-1911 Stuart Lake Barricades Agreement Claim work plan / budget request received on October 6, 2020 requesting negotiation support funding on behalf of the Binche Whut'en.

We have carefully reviewed the proposal submitted in the amount of \$143,425 and have determined the eligible loan funding amount for fiscal year 2020-2021 to be **\$56,900**. See the attached 'Financial Summary' which provides you with more information on the determination of the amount being offered to support eligible activities for Specific Claim Negotiation set out in your funding proposal.

Please find enclosed, an Indigenous Claims Loan Agreement in the amount of **\$56,900**, for authorization by the Binche Whut'en. Please ensure that all of the documents including the **Financial Summary** are signed, dated and returned by email **by March 25, 2021**, to the following address:

aadnc.unitedufinancement-nego-fundingunit-nego.aandc@canada.ca

At this time, we would like to remind you of the terms and conditions / clauses of the Agreement which specify that the Binche Whut'en must maintain a separate accounting of the loan funding received for the negotiation of this claim.

Furthermore, that the expenditures are to be presented by the Binche Whut'en to the Department, within 120 days after the end of the financial year, on a separate Schedule of Revenue and Expenditures, as per the requirements set out in the *Reporting Guide* (see **Appendix III of the attached Indigenous Claims Loan Agreement - Requirements for Financial Statements, Example, Page 8**)).

We would like to remind you that any activity approved in 2020-2021 but not completed by March 31, 2021 should be identified in your 2021-2022 workplan and budget in order to ensure it is considered when managing unexpended funding.

In closing, please be advised that the Negotiation Support Directorate is not responsible for deficits incurred by Binche Whut'en spending over the annual amounts to support the eligible negotiation expenditures as identified in the attached Financial Summary.

...2



If you require any additional clarification or information, please contact Sonya Paunic, Program Manager, Negotiation Support Directorate by phone at 343-543-2538 or by e-mail at sonya.paunic@canada.ca.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Shelia Laforest', written in a cursive style.

Shelia Laforest
Director
Negotiation Support Directorate
Fiscal Branch – Treaties and Aboriginal Government

c.c.: Kelley Williams, Binche Whut'en
Darwin Hanna, Callison & Hanna
Caroline Roberts, Callison & Hanna

Encl. Indigenous Claims Loan Agreement
2020-2021 Financial Summary

Please retain this letter for your records.

FILE COPY

APPENDIX II

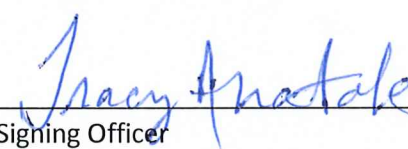
PROMISSORY NOTE

1. FOR VALUE RECEIVED the undersigned, the Binche Whut'en First Nation hereinafter called the "First Nation", promises to pay to the Receiver General for Canada at the Office of the Minister of Crown-Indigenous Relations at Ottawa, Ontario on the earlier of March 31, 2025 or a date on which the Claim is settled, all as determined by the terms and conditions of the Agreement signed by us on the 30 day of March, 2021 and effective the date it is signed by Her Majesty as represented by the Minister of Crown-Indigenous Relations, an advance of \$56,900.00 dollars (\$56,900.00) in lawful money of Canada, interest-free unless the First Nation is in default or this Promissory Note comes to maturity, in such case interest will run from the date of default or maturity, as the case may be, at a rate fixed in accordance with the provisions of the aforementioned agreement.

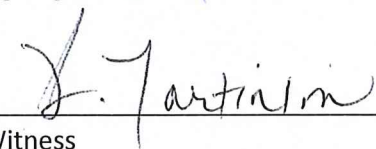
2. The First Nation may at any time and from time to time repay the whole or any part of the principal upon payment of interest accrued to the date of repayment. Each payment made by the First Nation in satisfaction of any loan under the Loans to Indigenous Claimants Funding Program shall be applied firstly in payment of overall interest accrued to the date of payment and the balance, if any, in reduction of the principal, repayable in order of the date of incurrence, commencing with the oldest loan.

3. This Promissory Note is given as evidence of the indebtedness of the First Nation to Her Majesty the Queen in right of Canada and is non-negotiable and is not assignable.

4. Witness the First Nation and the hands of its proper Officers duly authorized on their behalf this 30 day of March 2021.



 Signing Officer



 Witness

ADMINISTRATIVE USE ONLY

Government of Canada Cheque Number _____

Date of Cheque Issue _____

NANCY TOM HEALTH CENTER REPORT

TO: KELLEY WILLIAMS, BAND MANAGER

FROM: TRACY BALDWIN, COMMUNITY HEALTH REPRESENTATIVE

MONTH OF: MARCH, 2021

EXECUTIVE SUMMARY:

The Nancy Tom Health Center continues to maintain a professional work place, where Binche membership come with health concerns and questions. Appointments are made for 'Dr. Day in Binche' which is always fully booked. Our Health Staff advocate and assist membership with referrals, other medical professional bookings and coordination of FNHA approved medical travel needs.

EVENTS:

Second dose of Moderna Covid-19 vaccine was to arrive for the community March 2/21. However this was cancelled by the Province of B.C/FNHA at this time. Roll-out has been postponed for a later date, yet to be determined

REACH Program Zoom with Jim Esler Kelley Williams, Shannon Solomon (RN) and myself Danielle Rasmussen, Nezul Be Hunuyeh Director will be utilizing Health Kitchen to meet with Binche members re: Parenting Programs

Tl'azt'en Daycare staff will be utilizing Health Kitchen to assist child of Binche 2x per week Peter Hopwood every Friday. Beginning March 29, he will be in community Mon, Tues, Wed of every week.

March 12/21 Meeting with Carrie Nash, Peter Hopwood, Shannon Solomon RN Re: future events/ideas for community

Dr. Day In Binche, Month of March on the following days: March 3/21, March 10/21, NO Dr. Day March 17/21, March 24/21, March 31/21

March 29/21 Shannon RN, Peter Hopwood and myself went door-to-door. This was to introduce our new counselor to membership and to conduct a "survery" to see what the Nancy Tom Health Center can improve/add to our services. A flyer with important information Re: Members must call own prescription in, a member of the team will pick up on Thursdays, if blood work is required, please contact the health center to make an appointment with Shannon RN. If members can NOT keep scheduled appointments on Dr. Day, they are to give a days

notice, calling us to cancel. Medical Travel PO's can be picked up from myself and confirmation of appointment is required, 911 should be called for all after hour emergencies.

CLINIC VISITORS:

Numerous visitors daily, appointment preferred and door is locked due to rising Covid-19 concerns

Willienna visits clients on the Home Care/Community Care list daily

Foot Care was provided to 2 members this month

With my scheduling, Peter Hopwood has been almost 100% booked.

Gracy Baldwin, CHR
March 30, 2021

Line Total	Purchase Order# / Cheque Req#
\$299.44	685318
\$16.00	685315
\$90.00	497749
\$90.00	497750
\$16.00	497748
\$90.00	497741
\$10.00	497746
\$45.00	685314
\$16.00	685309
\$16.00	497745
\$16.00	685307
\$16.00	497747
\$90.00	685312
\$16.00	685313
\$16.00	685308
\$90.00	497742
\$90.00	685310
\$555.30	
\$90.00	685318
\$90.00	685321
\$90.00	685320
\$90.00	685342
\$90.00	685323
\$90.00	685322
\$90.00	685310
\$45.00	685329
\$90.00	685328
\$90.00	685326
\$90.00	685330