

BACKGROUND

Some of our Chiefs said, "These people wish to be partners with us in our country. We must, therefore, be the same as brothers to them, and live as one family. We will share equally in everything—half and half—in land, water and timber, etc. What is ours will be theirs, and what is theirs will be ours. We will help each other to be great and good."

They have taken possession of all the Indian country and claim it as their own. Just the same as taking the "house" or "ranch" and, therefore, the life of every Indian tribe into their possession. They have never consulted us in any of these matters, nor made any agreement, "nor" signed "any" papers with us. They 'have stolen our lands and everything on them' and continue to use 'same' for their 'own' purposes. They treat us as less than children and allow us 'no say' in anything. They say the Indians know nothing, and own nothing, yet their power and wealth has come from our belongings. 1910 Memorial to Sir Wilfred Laurier.

Our Vision: "We are Splatina (people), members of the Secwepemc Nation, prospering from the wealth of our territories, following in the footprints of our ancestors for those yet unborn."

"First, aboriginal title encompasses the right to exclusive use and occupation of land, second, aboriginal title encompasses the right to choose to what use the land can be put, subject to the ultimate limit that those uses cannot destroy the ability of the land to sustain future generations of aboriginal peoples; and third, the lands held pursuant to aboriginal title have an inescapable economic component." (Delgamuukw para 166)

In order to ensure transparency and accountability for financial resources acquired from the territory we need to create a law for expenditures created by the opportunities in the territory.

Territorial revenue are monies negotiated as part of the consultation with governments or proponents in the territory; the capacity development resources are not considered revenue as they are specifically allocated for Splatina human resources to respond to the territorial infringement. Revenues are for the Secwepemc Nation as we hold collective title and rights within Secwepmculucw. We have a responsibility to be Yucwminmen of the area that our ancestors historically used and occupied.

The purpose of Territorial Revenue is both to enhance the community and help it meet its short-term needs and to provide long term benefit in the form of investments and a fund as Splatina strives towards economic independence. Economic independence is defined as the ability to cover all operating and capital investment and replacement requirements, with suitable growth to cover future needs.

The purpose of this Policy is to ensure funds are tracked in a manner clear and accountable to the Splatina people, and that sufficient controls are in place to ensure Splatina funds are used in an accountable manner.

POLICY AND PROCEDURE MANUAL			
Chapter:	Finance	SPP No.	FN 0.01
Section:	Revenue	Drafted:	
Subject:	TERRITORIAL REVENUE	Approved:	
Issue to:	Territorial Revenue Policy	Amended:	

0.01 Territorial Revenue

1 PURPOSE

- 1.1 The purpose of this Statement of Policy and Procedure is:
- (a) To establish a process for the addition to and withdrawal of Territorial Revenue;
 - (b) To identify projects or allowable withdrawals; and
 - (c) To improve the management and financial control of Territorial Revenue.

2 DEFINITION

“**Economic Benefit Agreements (EBA)**” means an agreement made between Splatsin and an entity who have altered the environment and impacted Splatsin Aboriginal Title.

“**Guaranteed Interest Certificate (GIC)**” means an interested bearing certificate offered by an accredited Canadian banking institution.

“**Impact Benefit Agreements (IBA)**” means an agreement made between Splatsin and an entity who have altered the environment and impacted Splatsin Aboriginal Title.

“**Infringement Agreements**” means an agreement where an entity has infringed or wishes to infringe on any of the Splatsin’s Reserve Land.

“**Operational Expenses**” means expenses approved by the Finance Committee for the annual operating expenses.

“**Territorial Funds**” means a funds that has been held under the Territorial Funds Policy.

“**Territorial Revenue**” means revenue received from the preservation or accommodation of Splatsins’ traditional territory.

“**Title and Rights**” means the operational management department of Splatsin which identifies to Council the accumulated industry impacts.

“Trust Agreements” means an agreement that is managed by a ‘Trust Superintendent’ and will have their individual conditions.

“Unrestricted Surplus” means a surplus that is allowed by the Finance Committee to be carried to the next fiscal year.

3 SCOPE

3.1 Title and Rights negotiates project based revenue under this policy for and not exclusive to;

- (a) Forestry Consultation and Revenue Sharing Agreement (FCRSA),
 - Revenue from FCRSA has been directed to Splatstin Administration
- (b) Shuswap Nation Tribal Council (SNTC),
 - Project Based Revenue which may or may not based on an accommodation agreement
- (c) Government to Government,
 - Project Based Revenue which may or may not based on an accommodation agreement
- (d) Province of British Columbia,
 - Project Based Revenue which may or may not based on an accommodation agreement
- (e) Other,
 - Project Based Revenue which may or may not based on an accommodation agreement
- (f) Impact Benefit Agreements (IBA),
 - Territorial Funds
- (g) Economic Benefit Agreements (EBA),
 - Territorial Funds
- (h) Trust Agreements,
 - Territorial Funds

4 PROCEDURE

4.1 Project Identification

- (a) All project must have a defined budget

4.2 Budget Definitions;

- (a) Each project budget must include;
 - i. Salaries
 - ii. Operating Expenses
 - iii. Negotiation Expenses
 - iv. Legal Expenses

4.3 Budget Surplus

- (a) 50% of any project surplus will remain within the Title and Rights department and the remaining 50% of the surplus will be invested into a GIC type for further use and consideration.

4.4 Budget Deficit

- (a) Upon approval by the Finance Committee, a project may go into a deficit only if;
- i. There is a surplus in another project in Title and Rights or
 - ii. There is a GIC of offset the deficit.

DRAFT

POLICY AND PROCEDURE MANUAL			
Chapter:	Finance	SPP No.	FN 0.01
Section:	Revenue	Drafted:	
Subject:	CORPORATE REVENUE	Approved:	
Issue to:	Corporate Revenue Policy	Amended:	

0.01 Corporate Revenue

1 PURPOSE

- 1.1 The purpose of this Statement of Policy and Procedure is:
- (a) To establish a process for the addition to and withdrawal of Corporate Revenue;
 - (b) To identify businesses or allowable withdrawals; and
 - (c) To improve the management and financial control of Corporate Revenue.

2 DEFINITION

“**Splatsin Development Corporation (SDC)**” means a corporation as identified under the *Corporations Act* of British Columbia.

“**Board of Directors**” means a Board appointed by the major partner (Splatsin Chief and Council) with the management authority under the *Corporations Act* of British Columbia.

“**Business Entities**” means current businesses or business streams of the Splatsin Development Corporation.

“**Business Ventures**” means a business that Splatsin Development Corporation has an expressed interest in operating.

“**Operational Expenses**” means expenses approved by the Finance Committee for the annual operating expenses.

“**Territorial Surplus**” means a surplus that has been held under the Territorial Funds Policy.

“**Corporate Revenue**” means revenue received from the operations of the Splatsin Development Corporation

“**Profit**” means the amount of funds after all revenue and expenses have been expressed.

“Unrestricted Funds” means funds transferred by the Splatsin Development Corporation to Splatsin that may be used at the discretion of Finance Committee.

3 SCOPE

3.1 Splatsin Development Corporation operates several businesses and/or entities on a profitable basis;

- (a) Yucwmenlucwu,
 - A entities owned by Splatsin Development Corporation
- (b) Quilakwa Investments,
 - A corporation operated by Splatsin Development Corporation
- (c) Splatsin Construction Services,
 - A 51% joint venture relationships with Landmark Construction Ltd.
- (d) Monashee Community Forest,
 - A forest tenure for softwood lumber harvesting
- (e) Woodlot,
 - A harvesting license
- (f) Others,
 - Business opportunities not defined.

4 PROCEDURE

4.1 Business Identification

- (a) All businesses must have a defined budget

4.2 Budget Definitions;

- (a) Each business budget must be passed by the Board of Directors prior to March 15th.
- (b) All business budget are to be presented to the Major Partner (Splatsin Chief and Council) on or before March 31st for budget ratification.

4.3 Budget Surplus

- (a) A maximum of 60% of the accumulated surplus will remain within the Splatsin Development Corporation for further growth development,
- (b) 50% of the remaining balance will be transferred to Splatsin as Unrestricted Funds,
- (c) 50% of the remaining balance will be transferred to Splatsin as Territorial Funds.

POLICY AND PROCEDURE MANUAL			
Chapter:	Finance	SPP No.	FN 0.01
Section:	Revenue	Drafted:	
Subject:	RESTRICTED FUNDS	Approved:	
Issue to:	Territorial Funds Policy	Amended:	

0.01 Territorial Funds

1 PURPOSE

- 1.1 The purpose of this Statement of Policy and Procedure is:
- (a) To establish a process for the addition to and withdrawal of Territorial Band Funds;
 - (b) To identify projects or allowable withdrawals; and
 - (c) To improve the management and financial control of Territorial Funds.

2 DEFINITION

- 2.1 Territorial Funds are derived from, but not exclusively;
- (a) Impact Benefit Agreements (IBA) or Economic Benefit Agreements (EBA)
 - An agreement made between Splat-sin and an entity who have altered the environment and impacted Splat-sin Aboriginal Title.
 - (b) Infringement Agreements
 - Where an entity has infringed or wishes to infringe on any of the Splat-sin's Reserve Land.
 - (c) Trust Agreements
 - Trust agreements are **not** within the scope of this policy as they are managed by a 'Trust Superintendent' and will have their individual conditions.
 - (d) Splat-sin Development Corporation Transfer
 - 25% of the annual consolidated gross profit.
- 2.2 All Territorial funds will be held in an interest bearing account in either a form of GIC or Term Deposit.
- (a) Interest obtained from above will remain unrestricted funds.

3 SCOPE

- 3.1 Territorial Funds (2.1 a-c) if under a Trust Administrator will have their specific terms of usage, if none exist the below will apply.
- 3.2 Territorial Funds are for community-based purposes, may be used for one or more of the following;
- (a) New Home Builds,
 - Band Owned Homes on Band Land.

- Multi-family units.
- (b) Infrastructure Development,
 - New or Upgraded Water, Sewer, Power (non-individual).
- (c) Road Development,
 - New or Upgrading main roads (non-individual).
 - Purchase of Road Maintenance Equipment.
- (d) Community Safety,
 - Purchase and installation of; streetlights, warning signs and other like items.
 - Development of a community security and enforcement program; bylaw enforcement.
- (e) Community Enhancement,
 - Construction or upgrading of a facility for community member services.
- (f) Business Development
 - For the development of new business opportunities by Splatsin Development Corporation.

4 PROCEDURE

4.1 Project Identification

- (a) Project must fit within 3.0 Scope
- (b) Project must have a defined budget

4.2 Budget Analysis

- (a) Project must go through the Finance Committee for Revenue and Expenditure scrutiny
- (b) Finance Committee recommends project for presentation to Chief and Council

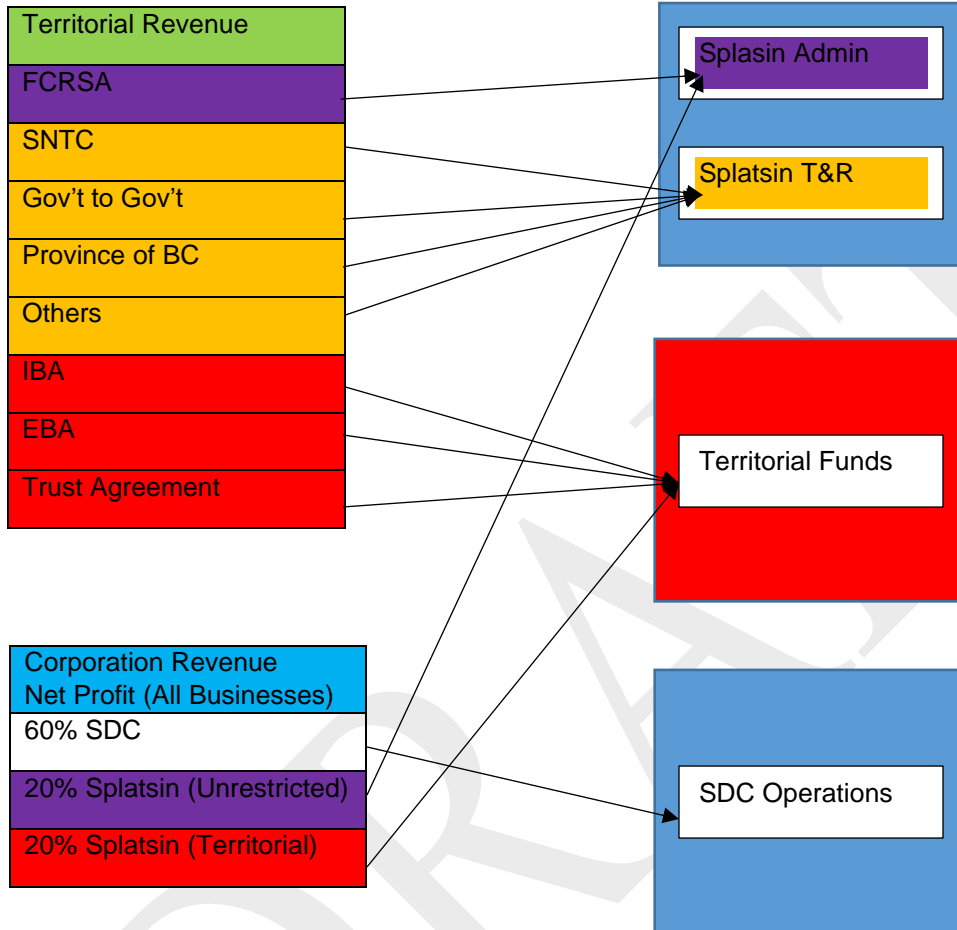
4.3 Project Conditional Acceptance

- (a) Chief and Council review the project and
 - approve if project is under \$100,000.00 or
 - allow the project to be presented to the Splatsin Membership.

4.4 Final Approval

- (a) Date, Time and Agenda is presented to the Community Members at least 3 weeks prior to the meeting
- (b) On the Agenda, the project and small brief must be clearly stated.
- (c) During the Community Meeting the project shall be presented to the community for a minimum of 1 hour to allow for the presentation and Q&A.
- (d) Community will vote 'in favor' or 'opposed'.
- (e) A record will be kept of the results
- (f) Project (if opposed) will not be represented to the Community for a period of 1 year of the voting date.

OVERVIEW



Own source expenditures:

FNFA payment	1,012,961	
Community Building	223,000	FCARSA
C&C	343,853	FCARSA
Education	20,000	Caretakers
H&W	55,000	FCARSA
Youth	80,000	Caretakers
Housing	39,000	FCARSA

Facilities

84,522

FCARSA

DRAFT