MIKISEW CREE FIRST NATION

IMPORTANT INFORMATION – ACTION REQUIRED!

# October 2026

Dear MCFN Members:

MCFN Chief and Council has approved a Per Capita Distribution **("PCD")** of $750.00 per member and it is scheduled to be distributed on November 27, 2026.

As you are aware, the process of collecting funds on behalf of minors has changed. All parents and legal guardians of minors must complete the *"Acknowledgement of Trustee, Release and Indemnity Agreement"*, before any funds for minors will be released. We understand that this is still a new process, but it is necessary to meet the requirements of the *Minors' Property Act* (Alberta) which states that property owed to a minor must be held in trust for that minor until he or she turns 18.

Completing the *"Acknowledgement of Trustee, Release and Indemnity Agreement"* will take place anytime a payment is made to a parent or legal guardian on behalf of a minor by MCFN.

Parents or legal guardians have the option to **not** accept a minor's PCD. If the guardian does not return a completed *"Acknowledgement of Trustee, Release and Indemnity Agreement"*, the funds will be kept in a separate MCFN bank account on behalf of the minor and then paid to the minor once they turn 18.

For those parents or legal guardians who wish to accept the minor's PCD, the required agreement will be available on www.mikisewcree.ca/forms and can be emailed or faxed by contacting membership@mikisewcree.ca or calling the membership office at 1-780-697-3747.

Completed agreements can be emailed to membership@mikisewcree.ca or faxed to 780-697-3385. You will be notified once the agreement is received. Forms must be returned by **November 13, 2026** to avoid delays.

If you have set up direct deposit in the past and your banking information is up-to-date, the payment will be directly deposited on November 27, 2026. Not completing the *"Acknowledgement of Trustee, Release and Indemnity Agreement"* and *"Form 1"* will result in delays in receiving payment for the minor's PCD payments. Cheques will be mailed out on November 27, 2026.

The following is more information for parents and legal guardians who wish to accept the

MIKISEW CREE FIRST NATION

PCD on behalf of a minor MCFN member:

## Per Capita Distribution Information for Parents and Legal Guardians

A parent or legal guardian who agrees to hold a minor's PCD in trust is considered a trustee of those funds. A trustee acting on behalf of a minor must follow the laws of the *Trustee Act* of Alberta. Any parent or legal guardian who agrees to hold money in trust for a minor must abide by and agree to the requirements under the *Trustee Act*. Any parent or legal guardian who does not follow the law can be held personally responsible for a breach and could also face criminal charges for any unauthorized use of funds held in trust.

### If you agree to act as a minor's trustee, you must follow all trustee obligations required by Law

A trustee is held to a very high standard in the eyes of the law. Any breach of a trustee's duties or the trustee's misuse of the trust property may result in high penalties and even criminal charges.

If you agree to accept a minor's PCD in trust, your legal obligations will include but are not limited to the following:

1. **Invest the Funds**: As a trustee, you are obligated to properly hold a minor's funds in a separate account and to not mix other funds into that account. You must also invest the minor's PCD funds so the funds accumulate interest. You must make reasonably safe investment choices on behalf of the minor. You may consult with financial advisors or other experts to help you decide the best investment choices.

2. **Use the Funds Only for the Minor's Benefit**: During the time that you are holding a minor's funds in trust, you may only use the funds for the benefit of the minor. Any use or withdraw of the funds should be done with extreme caution and only in exceptional circumstances. For example, if the minor develops a serious medical condition and needs medical care that is not covered by any health benefit program, then funds may be used only if absolutely required. You must keep careful documentation and retain receipts of any expenses to show how the funds were used.

3. **Avoid Conflicts of Interest**: You may not use the funds for your own benefit or for the benefit of anyone else. The funds may only be used and held for the sole benefit of the minor. For example, making a loan to yourself or to a family member is not a proper use of the funds.

4. **Pay the Funds once the Minor is 18**: Once the minor turns 18 years of age he or she is considered an adult so you must pay the funds along with all accumulated

interest to the minor at this time.

5. **Keep Proper Documentation and Paperwork**: When the minor turns 18, you must provide to the minor a record of all transactions relating to the trust funds. You must show all payments made from the trust funds, including dates, amounts, and reasons for any withdraws. You must also show that you invested the funds and show how much investment interest was earned. It is important to keep all receipts and records for the entire time that you hold funds for the minor.

## Summary

The law holds trustees to a very high standard of care. There are serious legal consequences and potential criminal charges for trustees who do not act properly. This information guide has been prepared for your information only to give you an overview of some of your legal obligations if you decide to act as trustee for a minor's PCD payment.

**This guide does not cover all obligations and may not be relied upon as legal advice. Acting as a trustee is your responsibility and it is important to seek legal advice if you need help or if you are unsure about your legal obligations.**

**Sincerely,**

**MCFN Chief and Council**

MIKISEW CREE FIRST NATION

**Please complete and return all forms, the *Acknowledgement of Trustee, Release and Indemnity Agreement* (2 pages) and *Form 1 Guardian's Acknowledgement of Responsibility (2 pages)* by email membership@mikisewcree.ca or by fax 1-780-697-3385**

**Packages with missing pages will not be accepted until all pages are received**

## Acknowledgement of Trustee, Release and Indemnity Agreement

BETWEEN:

MIKISEW CREE FIRST NATION (the "First Nation")

MIKISEW CREE FIRST NATION

-and-

_____(the "Trustee")

**WHEREAS:**

1. The First Nation has decided to make a per capita distribution (**"PCD"**) to each of its members and some members are minors.
2. PCDs for minor members must be held in trust for each minor member until that minor member reaches eighteen (18) years of age.
3. The Trustee is a legal guardian of a minor member, _____ (the "Minor"), and has agreed to act as the trustee for that Minor regarding the Minor's PCD.

**IN CONSIDERATION of the payment of the Minor's PCD of $_____to the Trustee, the Parties agree as follows:**

1. "**First Nation**" in this Agreement shall be interpreted to include the First Nation, its Chief, its Councillors, officers, employees, administrators, agents, and representatives.
2. The Trustee declares that he or she: is the legal guardian of the Minor; accepts the position and obligations of a trustee for the Minor in relation to that Minor's PCD; and acknowledges that this arrangement is a legal and binding trust relationship for the benefit of the Minor.
3. The Trustee has truthfully completed the following attached document and this document forms part of this Agreement:
    a. "Form 1" - Guardian's Acknowledgement of Responsibility
4. The Trustee understands that the First Nation is relying on the accuracy and truthfulness of the information declared by the Trustee in "Form 1."
5. The Trustee agrees to comply with the laws in effect in relation to acting as a trustee, including but not limited to the Trustee Act of Alberta, Minors' Property Act, and the Criminal Code of Canada, at all times that he or she holds the Minor's' PCD.
6. **The Trustee agrees that he or she is solely responsible for understanding his or her legal duties and obligations for acting as the Minor's trustee. The Trustee agrees that any information, documents, or materials provided by the First Nation, whether verbal or written and including statements contained in "Form 1" is not legal advice. The Trustee is responsible for getting independent legal advice as needed for the Trustee's understanding and fulfillment of his or her legal duties and obligations.**
7. The Trustee agrees to not commence any legal action or make any demands or claims

against the First Nation whatsoever in relation to the payment of the Minor's PCD to the Trustee.

8. The Trustee agrees to defend and fully indemnify the First Nation for all liabilities, demands, damages, costs, including the cost of legal services, and expenses of any kind whatsoever that arise in relation to the payment of the Minor's PCD to the Trustee and/or for the Trustee's use, management, administration or distribution of the Minor's PCD.
9. The Trustee further agrees to defend and fully indemnify the First Nation for all liabilities, demands, damages, costs, including the cost of legal services, and expenses of any kind whatsoever should the Minor or a legal representative for the Minor bring any legal action, successful or not, in relation to the payment of the Minor's PCD to the Trustee and/or for the Trustee's use, management, administration or distribution of the Minor's PCD.
10. Each party has read and understood this Agreement and the attached **Form 1**.
11. This Agreement is governed by and interpreted in accordance with the laws of the Province of Alberta. The parties agree that any dispute must be submitted to the courts of Alberta.
12. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, trustees and assigns.

IN WITNESS WHEREOF the parties have signed this Agreement this _____day of _____, 20_____.

Per:

_____ _____

Witness name: Trustee

_____

Witness name:



Allison Bay Indian Reserve #219, Box 90 | Fort Chipewyan, AB | T0P 1B0 | T: 780.697.3740 | F: 780.697.3826 | **mikisewcree.ca**

MIKISEW CREE FIRST NATION

# Form 1

## Guardian's Acknowledgement of Responsibility (Minors' Property Act - section 8)

**1. This acknowledgment of responsibility is given by:**

Name:_____ Treaty #: _____

Telephone: _____ Address: _____

Email: _____ MCFN Member: ☐ Yes ☐ No

**2. This acknowledgment of responsibility relates to the following minor:**

Minor's Name: _____ Treaty #: _____

Date of Birth: _____

**3. I am the minor's guardian because I am (initial the applicable box):**

☐ the minor's mother

☐ appointed guardian by court order dated _____

☐ the minor's father

☐ appointed guardian by the deed or will of the minor's parent, _____ who is now deceased

**I represent and acknowledge the following:**

1. I have the power and responsibility to make day-to-day decisions affecting the minor.
2. I request that the Mikisew Cree First Nation to deliver to me, to hold as trustee for the minor, money or other property of a total value of $_____ that

Mikisew Cree First Nation is holding for the minor.

3. When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money or property remaining at that time to the minor.
4. I must use the money or other property only for the Minor's benefit in accordance with all applicable laws, including but not limited to the Trustee Act of Alberta and the Minors' Property Act of Alberta as those laws may be replaced or amended from time to time.
5. I will invest the money or other property in an interest-bearing account and/or other secure or suitable investments.
6. I cannot borrow or take a benefit from the money or other property.
7. I must keep adequate records of my administration of the money or other property.
8. I must keep the money or other property separate from any other money or property.
9. I assume full responsibility for the management of the money or other property on behalf of the minor, including all responsibilities binding on me as a trustee. I will exercise all the powers and authorities of a trustee in accordance with my legal obligations without personal benefit or expectation of payment and in the best interests of the minor.
10. The trust relationship described in this acknowledgment is permanent and cannot be revoked by me.

**BY SIGNING THIS ACKNOWLEDGMENT, I AGREE TO ACCEPT AND COMPLY WITH LEGAL OBLIGATIONS THAT ARE STRICTLY ENFORCED BY COURTS OF LAW.**

DATE: _____

_____ _____

SIGNATURE OF WITNESS SIGNATURE OF GUARDIAN



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