

First Nation

Land Code

Date in Force: Month Day, Year

AMENDED

Date of amendment #1

Date of amendment #2

The *Land Code* includes any amendments made from time to time. The dates of amendments are noted in the relevant amended sections of this *Land Code*.

TABLE OF CONTENTS

PART I.....	2
FUNDAMENTAL RIGHTS.....	2
1. FIRST NATION 'S LAND RIGHTS.....	2
PART II.....	2
DEFINITIONS AND INTERPRETATION.....	2
2. DEFINITIONS.....	2
3. INTERPRETATION.....	4
PART III.....	4
LANDS.....	4
4. DESCRIPTION OF LANDS.....	4
PART IV.....	5
LAND AND NATURAL RESOURCES ADMINISTRATION.....	5
5. LANDS OFFICE.....	5
6. LANDS COMMITTEE.....	5
PART V.....	7
FIRST NATION LEGISLATION.....	7
7. LAW-MAKING POWERS.....	7
8. LAW-MAKING PROCEDURE.....	7
9. PUBLICATION OF <i>LAND CODE</i> AND LAND LAWS.....	9
PART VI.....	9
LANDS MEETINGS AND VOTES.....	9
10. LANDS MEETINGS AND VOTES.....	9
PART VII.....	11
PROTECTION OF LAND.....	11
11. EXPROPRIATION.....	11
12. VOLUNTARY EXCHANGE OF LANDS.....	11
PART VIII.....	12
CONFLICTS OF INTEREST.....	12
13. CONFLICT OF INTEREST OBLIGATIONS.....	12
14. ACCOUNTABILITY FOR CONFLICTS OF INTEREST.....	13
15. FINANCIAL MANAGEMENT.....	14
16. ANNUAL REPORT.....	17
PART X.....	17
INTERESTS AND LICENCES IN LAND.....	17
17. REVENUE FROM FIRST NATION LAND.....	17
18. REGISTRATION OF INTERESTS AND LICENCES.....	17

19. EXISTING INTERESTS	18
20. MEMBER ONLY INTERESTS	18
21. INTERESTS AND LICENCES	18
22. LIMITS ON MORTGAGES AND SEIZURE.....	20
23. REGISTRATION OF MORTGAGES AND CHARGES.....	22
24. RESIDENCY AND ACCESS RIGHTS.....	22
25. WILLS AND ESTATES	23
PART XI.....	24
DISPUTE RESOLUTION	24
26. DISPUTES	24
PART XII.....	24
OTHER MATTERS	24
27. ENFORCEMENT	24
28. LIABILITY.....	24
29. AMENDMENTS TO <i>LAND CODE</i>	24
30. COMMENCEMENT	25

FIRST NATION LAND CODE**Preamble**

Whereas [Optional clause: language chosen by the First Nation regarding their tradition, culture, inherent authority, relationship to the land/environment, Aboriginal Rights & Title or Treaty Rights];

And Whereas the *Framework Agreement on First Nation Land Management* provides the option to First Nations of withdrawing their reserve land from the land management provisions of the *Indian Act* in order to exercise control over their land and resources for the use and benefit of their Members;

And Whereas under the *Framework Agreement*, Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands;

And Whereas under the *Framework Agreement*, Canada has committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner consistent with the Canadian Constitution and the *Framework Agreement* acknowledges that Canada's special relationship with First Nations will continue;

And Whereas [First Nation] became a signatory on [insert date] to the *Framework Agreement* and wishes to govern lands and resources under a Land Code, rather than under the *Indian Act*;

And Whereas the *Framework Agreement* is ratified by First Nation through community approval of the [First Nation] Land Code;

NOW THEREFORE, THIS LAND CODE IS ENACTED AS THE FUNDAMENTAL LAND LAW OF THE [FIRST NATION].

PART I**FUNDAMENTAL RIGHTS****1. First Nation's Land Rights**

- 1.1 This *Land Code* does not define or prejudice Aboriginal rights, Aboriginal title, treaty rights, inherent rights, or any other rights of **First Nation** to control their lands or resources or to preclude other negotiations in respect of those rights.
- 1.2 This *Land Code* does not affect any rights of the **First Nation** under the United Nations Declaration on the Rights of Indigenous Peoples.
- 1.3 This *Land Code* does not affect any lands, or any rights in lands, that are not subject to this *Land Code*.
- 1.4 This *Land Code* does not change the fiduciary relationship between Canada and **First Nation**.

PART II**DEFINITIONS AND INTERPRETATION****2. Definitions**

- 2.1 Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* shall have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.
- 2.2 The following definitions apply in this *Land Code*:

“*Community Lands*” means Lands, other than Member Lands, that are Lands held on behalf of and for the benefit of all Members;

“*Council*” means the Chief and Council of the **First Nation**;

“*Council Resolution*” means a resolution approved by a quorum of Council;

“*Eligible Voter*” means a Member who has attained eighteen years of age on or before the last day of a Vote;

“*First Nation Lands Register*” means the lands register established pursuant to the *Framework Agreement* or any successor lands register that may be established to replace the First Nation Lands Register;

“*Framework Agreement*” means the *Framework Agreement on First Nation Land Management*, entered into between First Nations and Canada on February 12, 1996, as amended from time to time;

“**Individual Agreement**”

“*Interests*” means any interest, right, or estate of any nature in or to Lands, including a Member Only Interest, lease, life estates, easement, rights of way, and a section 28(2) permit under the *Indian Act*, but does not include:

- (a) First Nation title to the Land, including Aboriginal Title;
- (b) mortgages; and
- (c) a Licence;

“*Land*” or “*Lands*” means any reserve land that is subject to this *Land Code*, including Community Lands and Member Lands;

“*Land Code*” means this *Land Code* as amended from time to time;

“*Lands Committee*” means the committee established under the ‘Lands Committee’ provisions of this *Land Code*;

“*Lands Meeting*” means a meeting open to the participation of Members for purposes set out in this *Land Code*;

“*Land Laws*” mean:

- (a) this *Land Code*; and
- (b) any other laws enacted under this *Land Code* and within **First Nation** authority under the *Framework Agreement*, as those laws are amended from time to time;

“*Licence*” means any temporary right of use or occupation of Lands for a term of two years or less but does not include a business licence, building permit, or similar instrument;

“*Member*” means a person on the **First Nation** membership list or who, in accordance with the **First Nation** membership code, is entitled to be on that list;

“*Member Lands*” means Lands, other than Community Lands, that are Lands held by Members under a Member Only Interest;

“*Member Only Interests*” means allotments, certificates of possession, and other interests which can only be held by Members under a Land Law;

“*Natural Resources*” means renewable and non-renewable natural resources such as: timber, minerals, stone, sand, gravel, clay, soil, and similar substances;

“*Publish*” means to make information available to Members by posting online and in the **First Nation** administration office;

“*Spouse*” means a person who is married, whether by a traditional, religious, or civil ceremony, and includes a Spouse by common-law relationship;

“*Vote*” means a vote for purposes set out in this *Land Code* in which all Eligible Voters are entitled to participate.

3. Interpretation

3.1 In this *Land Code*:

- (a) the Preamble and the **First Nation**'s language may be used to interpret this *Land Code*, titles and headings are for convenience only; and
- (b) where a time limit falls on a weekend, or any holiday, the time limit is extended to the next business day.

3.2 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* prevails to the extent of the inconsistency or conflict.

3.3 If there is an inconsistency or conflict between this *Land Code* and any other Land Law or by-law under the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.

3.4 Any reference to a court in this *Land Code* includes a justice of the peace appointed by **First Nation** with authority in respect of this *Land Code* and Laws.

PART III

LANDS

4. Description of Lands

4.1 Lands subject to this *Land Code* are the following reserves of **First Nation**:

- a) the Lands described in “Appendix G” of the Individual Agreement with Canada;
- b) Lands added to reserve after this *Land Code* comes into force; and
- c) Lands added to reserve through a land exchange in accordance with this Land Code.

4.2 Lands includes:

- (a) all Natural Resources;

- (b) the water, and the beds underlying the water;
- (c) all rights that are part of or that attach to the Land, including riparian rights; and
- (d) all Interests and Licences, including those previously granted by Canada before this *Land Code* came into force.

PART IV

LAND AND NATURAL RESOURCES ADMINISTRATION

5. Lands Office

- 5.1 Council may, by Council Resolution, identify staff positions in the Lands office whether they are filled by employees, contractors, volunteers, or other persons considered by Council to be Lands office staff.
- 5.2 Council may, by Council Resolution, specify for any Lands office staff position:
 - (a) the scope of delegated authority for management of Lands; and
 - (b) whether that position includes the authority to register Lands instruments in the First Nation Lands Register on behalf of **First Nation**.
- 5.3 Subject to the terms of any Council Resolution, the Lands office is responsible for:
 - (a) advising Council on the development and amendment of Land Laws;
 - (b) arranging Lands Meetings and Votes in accordance with this *Land Code*;
 - (c) proposing to Council the annual Lands workplan and Lands budget;
 - (d) providing input to **First Nation**'s annual reports in respect of Lands revenues and activities; and
 - (e) the Land administration system, such as record keeping, data management, and approved forms and procedure.
- 5.4 The Lands office will assist with the work of the Lands Committee, and consider advice provided by the Lands Committee in carrying out Lands office responsibilities.

6. Lands Committee

- 6.1 Council is responsible for establishing the Lands Committee and appointing its members in accordance with this *Land Code*.

-
- 6.2 Council must ensure that there are always at least five members appointed to the Lands Committee and Council may renew appointment of members.
- 6.3 As soon as possible after this *Land Code* comes into effect, Council must, by Council Resolution, appoint interim members of the Lands Committee who serve until they are:
- (a) appointed to three year terms; or
 - (b) replaced by other individuals appointed to three year terms.
- 6.4 No later than twelve months after the *Land Code* comes into effect, Council must, by Council Resolution, appoint all of the members of the Lands Committee for three year terms so that there are no remaining interim members.
- 6.5 Council must, by Council Resolution, establish terms of reference for the Lands Committee regarding committee composition, eligibility and remuneration of members, and any similar matters.
- 6.6 In addition to responsibilities of the Lands Committee under this *Land Code*, the Lands Committee may advise Council and the Lands office on the following:
- (a) Land related matters, including the granting of Interests and Licences;
 - (b) Land use plans;
 - (c) Lands related policies and Land Laws; and
 - (d) Members and others recommendations regarding lands and environment concerns and priorities.
- 6.7 Council may, by Council Resolution, delegate Lands related authorities, other than enacting Land Laws, to the Lands Committee, including authorities related to particular Lands projects, developments, or activities.
- 6.8 Council may terminate the appointment of any member of the Lands Committee who fails to:
- (a) attend three consecutive meetings of the Lands Committee without the approval of the chair of the Lands Committee;
 - (b) undertake their duties as a member of the Lands Committee under this *Land Code*, or
 - (c) comply with the terms of reference or any code of conduct for the Lands Committee.

PART V**FIRST NATION LEGISLATION****7. Law-Making Powers**

7.1 In accordance with the law-making powers set out in the *Framework Agreement*, Council may make Land Laws:

- (a) regarding lands, environment, and Natural Resources;
- (b) establishing charges and fees, including development cost charges, or similar charges or fees related to the development of Lands; and
- (c) establishing offences punishable on summary conviction and other enforcement measures.

8. Law-Making Procedure

8.1 The law-making procedure under this *Land Code* applies whenever a new Land Law is proposed, or an existing Land Law is to be repealed or amended.

8.2 The law-making procedure under this *Land Code* does not apply to regulations if a Land Law sets out a different procedure for making those regulations.

8.3 The Lands office must obtain direction from Council before developing a draft Land Law.

8.4 Except where Council has decided to enact an emergency Land Law in accordance with this *Land Code*, the Lands office:

- (a) must consult with the Lands Committee regarding a proposed Land Law and consider advice provided by the Lands Committee;
- (b) must ensure that the draft Land Law is made available to Members by posting online and in the **First Nation** administration office until a final decision is made in respect of that Land Law;
- (c) must convene one or more Lands Meetings in accordance with the requirements of this *Land Code*;
- (d) may provide other information to Members that the Lands office considers appropriate; and
- (e) may adjust the draft Land Law that is posted online and in the **First Nation** administration office, including as a result of input provided by Members and the Lands Committee.

-
- 8.5 After the Lands office has finalized the development of a draft Land Law, the Lands office must present the draft Land Law to Council for consideration, and must include a summary of input received from Members and the Lands Committee.
- 8.6 After Council has received the draft Land Law from the Lands office, Council may:
- (a) decide whether or not to enact the draft Land Law as presented by the Lands office;
 - (b) enact the draft Land Law after making minor amendments to the draft Land Law, such as changes to the title or headings, typographical or grammatical errors, and minor changes to align the draft Land Law with other laws of the **First Nation**;
 - (c) request that the Lands office undertake further work on the draft Land Law for reconsideration by Council; or
 - (d) decide for any other reason that the draft Land Law be reconsidered.
- 8.7 Where Council requests that the Lands office undertake further work on a draft Land Law, the Lands office must take the same steps to obtain input from Members and the Lands Committee as were followed for the first draft of the Land Law and present a revised draft Land Law to Council for reconsideration.
- 8.8 If Council is of the opinion that an emergency Land Law is required in order to protect public health, safety, Lands, or Members, Council may immediately enact that law as an emergency Land Law without completing the law-making procedures set out in this *Land Code*.
- 8.9 If Council is of the opinion that an emergency Land Law should be amended or renewed to continue to protect public health, safety, Lands or Members, Council may amend or renew that emergency Land Law without a Lands Meeting or completing the other law-making procedures ordinarily required under this *Land Code*.
- 8.10 An emergency Land Law will expire one hundred and twenty calendar days after enactment, unless Council remains of the opinion that the matter is urgent and renews that emergency Land Law before it expires for a maximum of an additional one hundred and twenty calendar days from the date of renewal.
- 8.11 Any emergency Land Law, including amendments and renewals must be published in the same manner as other Land Laws enacted under this *Land Code*.
- 8.12 Land Laws must be signed by a quorum of Council.
- 8.13 Land Laws come into force on the date of enactment or a later date as specified in the Land Law.
-

9. Publication of *Land Code* and Land Laws

- 9.1 **First Nation** must Publish and register in the First Nations Land Register the following:
- (a) all Land Laws, including emergency Land Laws, as amended from time to time, which are currently in force; and
 - (b) previous versions of Land Laws, whether those laws have been repealed or amended from time to time.
- 9.2 Council must provide notice of its intention to make a family homes and matrimonial interests Land Law to the Attorney General of the Province, as well as a copy of that Land Law as enacted by Council.

PART VI**LANDS MEETINGS AND VOTES****10. Lands Meetings and Votes**

- 10.1 The Lands office must hold a Lands Meeting:
- (a) whenever the Lands office seeks community input on a proposed Land Law; and
 - (b) prior to holding a Vote required under this *Land Code*.
- 10.2 A Vote is required to determine whether a majority of participating Eligible Voters approve:
- (a) adopting a land use plan;
 - (b) a voluntary exchange of Lands;
 - (c) amendments to this *Land Code* which require approval of the Members;
 - (d) authorizing Council to grant or renew easements, rights of way, permits, or licences issued by First Nation for any type of utilities, other than those which provide services to First Nation or Members;
 - (e) authorizing Council to grant or dispose of non-renewable Natural Resources on Lands for a term exceeding five years; and
 - (f) authorizing Council to grant or renew an Interest or Licence, if the total term, including any renewal period, exceeds twenty five years in the case of **First Nation** Community Lands and seventy five years in the case of Member Lands.

-
- 10.3 For the purpose of a Vote to authorize Council to grant or renew an Interest or Licence, the Lands office may determine that the total term of an Interest or Licence includes any grant or renewal to:
- (a) a successor corporation or business;
 - (b) a person who is a director, operator, or shareholder of the original Interest or Licence holder;
 - (c) an immediate relative of the original Interest or Licence holder, including a person's parent, sister, brother, child, step-child, or Spouse; or
 - (d) a similar closely related person or entity.
- 10.4 For the purposes of a Lands Meeting or Vote, the Lands office must maintain an up to date list of Members and Eligible Voters, including their addresses or other contact information.
- 10.5 The Lands office must provide Members notice of a Lands Meeting, and must provide Eligible Voters with notice of a Vote, by:
- (a) posting the notice online;
 - (b) posting the notice in the First Nation administration office; and
 - (c) contacting the Member or Eligible Voter by mail, or alternatively contacting them by email if authorized to do so.
- 10.6 The Lands office must provide notice of a Lands Meeting or Vote at least fourteen calendar days in advance of the Lands Meeting or Vote.
- 10.7 Notice of a Lands Meeting or Vote must include:
- (a) the purpose, date, time, and location of the Lands Meeting or Vote;
 - (b) whether a minimum participation or approval threshold has been set for a Vote;
 - (c) statement that every Member is entitled to participate in the case of a Lands Meeting and that every Eligible Voter is entitled to participate in the case of a Vote;
 - (d) whether participation in a Lands Meeting or Vote by non-Members is allowed; and
 - (e) methods of participation, including by telephone, online, in-person, mail-in ballot, or any combination of those methods.
- 10.8 A person must not in any way interfere with a Vote, which includes the following:
-

- (a) any inducement or reward for a person to vote or refrain from voting, or vote or refrain from voting for a particular candidate;
 - (b) interference with another person's right to vote or preventing them from voting, including by any form of threat, intimidation, or bribe; and
 - (c) accepting an inducement or reward for voting or refraining from voting, or voting or refraining from voting for a particular candidate.
- 10.9 Any person who interferes with a Vote under this section, is guilty of an offence and is liable on summary conviction to the penalties provided for under this *Land Code*.

PART VII

PROTECTION OF LAND

11. Expropriation

11.1 **First Nation** may only expropriate an Interest or Licence if:

- (a) an expropriation Land Law has been enacted in accordance with this *Land Code*; and
- (b) all requirements regarding expropriation under the Framework Agreement and the expropriation Land Law have been met.

12. Voluntary Exchange of Lands

12.1 Lands may only be exchanged for new land which will become Lands subject to this *Land Code*.

12.2 Any exchange of Lands is subject to the following requirements:

- (a) the area of the new land and its value must be greater than the land which will cease to be Lands;
- (b) a Vote must be held in which a majority of participating Eligible Voters approve of the land exchange; and
- (c) prior to the Vote, the Eligible Voters must be informed of the total compensation, including monetary or other compensation, as well as the area, value, and environmental condition of the new land.

PART VIII**CONFLICTS OF INTEREST****13. Conflict of Interest Obligations**

- 13.1 The conflict of interest provisions of this *Land Code* apply to:
- (a) Council;
 - (b) employees or contractors;
 - (c) members of a board, committee or other body established by **First Nation**;
 - (d) any person appointed in a dispute resolution process involving **First Nation**;
and
 - (e) any other person when dealing with a matter related to Lands.
- 13.2 The conflict of interest provisions of this *Land Code* continue to apply for eighteen months after a person ceases to hold their position or contract with **First Nation**.
- 13.3 Any person who has an actual or perceived conflict of interest related to Lands must:
- (a) disclose that conflict of interest to the person or body which is considering or voting on the matter related to Lands; and
 - (b) not take part in any further consideration of that matter nor vote on that matter.
- 13.4 A person has a perceived conflict of interest if it would be reasonable to assume that the person's ability to deliberate or decide on the matter related to Lands, will be compromised, or has been affected by:
- (a) the person's private interest; or
 - (b) the private interest of an immediate relative, including a person's parent, sister, brother, child, step-child, or Spouse.
- 13.5 If a board, committee or other body is unable to act in respect of a matter related to Lands, due to an actual or perceived conflict of interest, the matter must be referred to Council.
- 13.6 If Council is unable to vote on a matter related to Lands or a proposed Land Law, due to an actual or perceived conflict of interest, Council must refer that matter, or the proposed Land Law to the Members for a decision at a Vote.

13.7 A question regarding a potential conflict of interest may be referred to dispute resolution under this *Land Code* with the agreement of the person who is alleged to have the actual or perceived conflict of interest.

13.8 Council may establish additional conflict of interest rules in a financial administration law or other Land Law.

14. Accountability for Conflicts of Interest

14.1 The conflict of interest provisions of this *Land Code* apply to persons who have actual or perceived conflicts of interest in matters related to Lands and continue to apply after they cease to hold a position or contract with **First Nation**.

14.2 A person fails to meet the conflict of interest obligations under this *Land Code*, where that person:

- (a) fails to declare a conflict of interest;
- (b) provides incomplete or misleading information regarding a conflict of interest;
- (c) improperly participates in a decision where there is a conflict of interest; and
- (d) fails to comply with conflict of interest rules established by Council applicable to signing cheques or financial transfers.

14.3 A person who fails to meet the conflict of interest obligations under this *Land Code* is guilty of an offence and is liable on summary conviction to the penalties provided for under this *Land Code*.

14.4 If a person fails to meet the conflict of interest obligations under this *Land Code*, **First Nation** or a Voter may apply to a court for any of the following:

- (a) an order that the person pay to **First Nation** an amount equal to the total funds received as a result of the conflict of interest;
- (b) an award of damages;
- (c) an order that the person no longer hold any office, employment, or any other position with **First Nation** for such period as the court considers appropriate; and
- (d) any other remedy the court considers appropriate,

and the court may impose any of these remedies whether or not that person has been found guilty of an offence in any other proceeding for failing to meet the conflict of interest obligations under this *Land Code*.

- 14.5 If a person fails to meet the conflict of interest obligations under this *Land Code*, Council may, by majority vote, decide that the person is subject to any of the following:
- (a) removal from Council;
 - (b) termination as an employee or contractor;
 - (c) removal from any board, committee, or other body established by **First Nation**;
 - (d) removal from any dispute resolution process involving **First Nation**; and
 - (e) disqualification from holding office, employment, or any other position with **First Nation** for any time period Council deems appropriate,

and Council may impose any of these measures whether or not a court in any proceeding has determined that the person has failed to meet the conflict of interest obligations under this *Land Code*.

PART IX

Financial Management

15. Financial Management

- 15.1 This Part applies only to financial matters in relation to Lands that are administered under this *Land Code*.
- 15.2 This Part does not apply to the extent it is inconsistent with a **First Nation** financial administration law enacted by **First Nation** under the *First Nations Fiscal Management Act*.
- 15.3 The fiscal year of **First Nation** ends at midnight on March 31st of each year, unless a different date is specified under a **First Nation** law.
- 15.4 Council must establish one or more accounts dedicated only to Lands at an accredited bank or financial institution.
- 15.5 Council, or any person authorized by Council, must deposit in the accounts dedicated only to Lands, all Lands revenues other than taxes received by **First Nation**, including:
- (a) capital and revenue monies and any other transfer payments received from Canada;
 - (b) moneys received by **First Nation** from Interests or Licences; and

-
- (c) fees, fines, charges and other monies collected by the First Nation in respect of Lands, including under any Land Laws.
- 15.6 Council must, by Council Resolution, appoint at least three signing officers with authority to issue cheques or approve the transfers of First Nation funds.
- 15.7 The following persons are eligible to be appointed by Council as signing officers:
- (a) any member of Council; and
 - (b) any employee of First Nation or other person selected by a majority of Council.
- 15.8 No cheque is valid unless it is signed by at least two appointed signing officers.
- 15.9 No other transfer of First Nation funds is valid unless it is approved in writing by at least two signing officers.
- 15.10 A signing officer must not, in relation to First Nation funds, issue cheques, or carry out other transfers to themselves or to any entity in which they have an ownership interest, or are a director.
- 15.11 A person ceases to be a signing officer, if the person ceases to be on Council, ceases employment with First Nation or their appointment as a signing officer is terminated.
- 15.12 Council may establish limits on the authority of signing officers including:
- (a) maximum dollar amount of signing authority; and
 - (b) conflict of interest rules applicable to signing cheques or transfers of funds.
- 15.13 Council must, by Council Resolution:
- (a) establish security screening and training processes for signing officers; and
 - (b) periodically review security screening and training processes, and revise those processes as needed.
- 15.14 Council will, prior to the beginning of each fiscal year, adopt an annual Lands budget for all revenues and expenditures relating to Lands.
- 15.15 During a fiscal year, Council may adopt one or more supplementary Lands budgets for that fiscal year.
- 15.16 After adopting an annual Lands budget or supplementary budget, Council must Publish the budget or direct the Lands office to Publish the budget.

-
- 15.17 If Council fails to adopt an annual Lands budget, the Lands budget for the previous fiscal year, including any supplementary budget, will continue to apply until another Lands budget is adopted.
- 15.18 No person or body shall spend moneys, or make financial commitments, related to Lands budget unless the spending is authorized under a Lands budget.
- 15.19 Any person or body who spends moneys or makes financial commitments that are not authorized under a Lands budget is guilty of an offence and is liable on summary conviction to the penalties provided for under this *Land Code*.
- 15.20 **First Nation** must keep financial records in relation to Lands in accordance with generally accepted accounting principles.
- 15.21 **First Nation** must prepare and Publish the annual audited financial statements in relation to Lands within one hundred and twenty days of the end of the fiscal year.
- 15.22 Annual audited financial statements in relation to Lands may be included in consolidated audited financial statements of **First Nation** provided that Members can obtain information regarding Lands expenditures and revenues in those consolidated statements.
- 15.23 Council must, by Council Resolution, appoint a duly accredited auditor for the purpose of:
- (a) preparing the annual audited financial statements under this *Land Code*; and
 - (b) preparing any other audit that may be required by **First Nation**.
- 15.23 Council must ensure that the remuneration paid to an auditor in relation to this *Land Code* is disclosed within the Council Resolution appointing the auditor and in the annual audited financial statements.
- 15.24 The auditor may at all reasonable times inspect any **First Nation** financial records, including those relating to Lands.
- 15.25 The auditor may apply to a court for an order to produce other financial records in order to carry out the auditor's duties under this *Land Code*.
- 15.26 Any person who:
- (a) impedes or obstructs an auditor from exercising a right to inspect **First Nation** financial records; or
 - (b) fails to give reasonable assistance to an auditor exercising a right to inspect **First Nation** financial records,

is guilty of an offence and is liable on summary conviction to the penalties provided for under this *Land Code*.

16. Annual Report

16.1 The Lands office must prepare and Publish an annual report on Lands governance within one hundred and twenty days of the end of each fiscal year.

16.2 The annual report must include:

- (a) summary of Lands governance activities;
- (b) a copy and explanation of the annual audited financial statements as it applies to Lands; and
- (c) other matters as may be directed by Council.

PART X

INTERESTS AND LICENCES IN LAND

17. Revenue from First Nation Land

17.1 The Lands Committee must advise Council regarding Land Laws and policies for determining administrative fees, rent, royalties, or other amounts for:

- (a) Interests and Licences;
- (b) services in relation to Land, including fees for applications, registrations, and transfers; and
- (c) the taking of Natural Resources.

18. Registration of Interests and Licences

18.1 A deed, lease, contract, instrument, document, or agreement of any kind by which the First Nation, a Member, or any other person purports to grant, dispose of, transfer, renew, or assign an Interest or Licence after this *Land Code* comes into force is void if:

- (a) it is not registered in the First Nation Lands Register;
- (b) it is registered in contravention of this *Land Code*; or
- (c) it is otherwise in contravention of this *Land Code*.

18.2 No person shall register in the First Nation Lands Register any document purporting to grant, dispose of, transfer, renew, or assign an Interest or Licence unless it is accompanied by an approval, by Council or by Vote, if required under this *Land Code*.

19. Existing Interests

19.1 Any Interest or Licence that existed when this *Land Code* comes into force must continue in force in accordance with its terms and conditions.

19.2 **First Nation** is not liable for any decrease in value, or any impact on the use, of an Interest or Licence arising from any exercise of authority under this *Land Code* and Land Laws.

19.3 This *Land Code* and Land Laws apply to all Interests or Licences, whether granted, disposed of, transferred, renewed, or assigned before or after this *Land Code* comes into force.

19.4 Council may establish a policy regarding the identification and governance of unregistered and traditional land holdings and may consider any advice provided by the Lands Committee or Lands office regarding that policy.

20. Member Only Interests

20.1 Council may, in consultation with the Lands Committee, establish Land Laws, policies, and procedures respecting Member Only Interests and the transfer of those Member Only Interests to other Members, and may consider any advice provided by the Lands Committee regarding those matters.

20.2 A non-Member may not acquire a Member Only Interest.

21. Interests and Licences

OPTION #1 – First Nation owned Natural Resources

21.1 Council may on behalf of **First Nation** grant, dispose of, transfer, renew, or assign Interests and Licences in Community Lands.

21.2 Members may, (OPTIONAL: with the consent of Council), grant, dispose of, transfer, renew, or assign:

(a) Member Only Interests to another Member; or

(b) Interests other than Member Only Interests to any person or entity.

21.3 A non-Member may, (OPTIONAL: with the consent of Council): grant, dispose of, transfer, renew, or assign of an Interest, except for Member Only Interests;

- (a) grant, dispose of, transfer, renew, or assign of a Licence; and
 - (b) in the case of a lease, grant a sub-lease, easement, permit or Licence provided that the grant is permitted by the terms of the lease and the term does not exceed the duration of the lease.
- 21.4 Council may at its sole discretion, waive the requirement of consent of Council for any grant, disposition, transfer, renewal, or assignment of an Interest or Licence, including those related to a will, intestacy, or a court order.
- 21.5 All Natural Resources on **First Nation** Land belong to the **First Nation**.
- 21.6 In accordance with this *Land Code* and any Land Laws, Council may, in respect of Natural Resources:
- (a) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Community Lands; and
 - (b) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Member Lands (OPTIONAL: with the consent of the relevant Member).
- 21.7 Council may, by Council Resolution, delegate to the Lands Committee or to the Lands office, Council's authority under this section in respect of any grant, disposition, transfer, renewal, or assignment of Interests and Licences.

OPTION #2 – Member Owned Natural Resources

- 21.1 Council may on behalf of **First Nation** grant, dispose of, transfer, renew, or assign Interests and Licences in Community Lands.
- 21.2 Members may, (OPTIONAL: with the consent of Council), grant, dispose of, transfer, renew, or assign:
- (a) Member Only Interests to another Member; or
 - (b) Interests other than Member Only Interests to any person or entity.
- 21.3 A non-Member may (OPTIONAL: with the consent of Council): grant, dispose of, transfer, renew, or assign of an Interest, except for Member Only Interests;
- (a) grant, dispose of, transfer, renew, or assign of a Licence; and
 - (b) in the case of a lease, grant a sub-lease, easement, permit or Licence provided that the grant is permitted by the terms of the lease and the term does not exceed the duration of the lease.

- 21.4 OPTIONAL: Council may at its sole discretion, waive the requirement of consent of Council for any grant, disposition, transfer, renewal, or assignment of an Interest or Licence, including those related to a will, intestacy, or a court order.
- 21.5 All Natural Resources on Community Land belong to **First Nation** and, in accordance with this *Land Code* and any Land Laws, Council may grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in those Community Lands.
- 21.6 All Natural Resources on Member Lands belong to the relevant Member and, in accordance with this *Land Code* and any Land Laws, that Member may grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in those Member Lands.
- 21.7 Council may, by Council Resolution, delegate to the Lands Committee or to the Lands office, Council's authority under this section in respect of any grant, disposition, transfer, renewal, or assignment of Interests and Licences.

22. Limits on Mortgages and Seizure

- 22.1 As provided in the *Framework Agreement*, the restrictions on seizure of Land continue to apply on Community Lands and Member Lands.
- 22.2 A Member Only Interest may only be subject to a mortgage or charge in favour of the **First Nation** or another Member.
- 22.3 The term of any mortgage or charge of a leasehold Interest shall not exceed the term of the lease.
- 22.4 A Member's leasehold Interest may be subject to a mortgage or charge. (OPTION A: but only with the consent of Council. OR CHOOSE OPTION B: in accordance with approval requirements for charges or mortgages, if any, under a Land Law.)
- 22.5 A leasehold Interest may be subject to a mortgage or charge. (OPTION A: but only with the consent of Council. OR CHOOSE OPTION B: in accordance with approval requirements for charges or mortgages, if any, under a Land Law.)

OPTIONAL: A-to-A Leasing

- 22.6 Members may lease Lands to themselves.
- 22.7 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:
- (a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;

- (b) the mortgage or charge received approval, if required any under a Land Law;
 - (c) the mortgage or charge was registered in the First Nation Lands Register; and
 - (d) Council has had written notice of the default, has had one hundred and twenty calendar days to redeem the mortgage or charge, and Council has not redeemed that mortgage or charge.
- 22.8 If Council redeems a mortgage or charge with respect to a leasehold Interest, **First Nation** becomes the lessee of the land and takes the position of the mortgagor or charge holder for all purposes after the date of redemption.
- 22.9 If Council redeems a mortgage or charge, compensation may be paid to the Member or non-Member who defaulted on that mortgage or charge if a Land Law has been enacted regarding such compensation, and the amount of compensation, if any, will be determined in accordance with that Land Law.
- 22.10 Council may waive its one hundred and twenty calendar day right of redemption for any mortgage or charge of a leasehold Interest.
- 22.11 If Council fails to exercise its power of redemption with respect to a leasehold Interest within the prescribed time period, then the mortgagee or chargee may seize the leasehold Interest and subsequently transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.
- 22.12 If a leasehold Interest is seized and transferred or assigned to a third party in accordance with this *Land Code*, consent of Council or any other approval for a mortgage or charge under a Land Law, is not required for that third party to obtain a mortgage or charge in respect of that leasehold Interest, provided that:
- (a) the mortgage or charge is obtained within sixty calendar days of the transfer or assignment of the leasehold Interest;
 - (b) the mortgagee or the chargee in respect of the mortgage qualifies as an “approved lender” for Canada Mortgage and Housing Corporation insured mortgages;
 - (c) the mortgage must be for the purpose of purchasing the leasehold Interest, or construction or repair on the leasehold Interest;
 - (d) the principal amount secured by the mortgage does not exceed the total value of the leasehold Interest or the construction or repair costs, as the case may be; and
 - (e) the mortgage amortization period does not exceed thirty years.

23. Registration of Mortgages and Charges

23.1 A mortgage or charge made after this *Land Code* comes into force is void if:

- (a) it is not registered in the First Nation Lands Register;
- (b) it is registered in contravention of this *Land Code*; or
- (c) it is otherwise in contravention of this *Land Code*.

23.2 No person shall register in the First Nation Lands Register any mortgage or charge unless it is accompanied by an approval for that mortgage or charge, if required under this *Land Code* or a Land Law.

24. Residency and Access Rights

24.1 Subject to any Land Laws, a Member, their spouse and children, as well as the Member's invitees have a right to reside on Lands for which that Member has a Member Only Interest.

24.2 Subject to any Land Laws, Members and Non-Members have a right to reside on Lands set out in an Interest or Licence, in accordance with the terms of that Interest or Licence.

24.3 **First Nation** Land is not open to access by any persons, except to the extent provided for in this *Land Code* and any Land Law.

24.4 Subject to any Land Laws, the following persons have a right of access to the following Lands:

- (a) a Member, their spouse and children, as well as the Member's invitees in respect of Community Lands, the Lands for which that Member has a Member Only Interest, and on Lands for which that Member has a right to reside;
- (b) lessees and permittees, and their invitees, on Lands set out in an Interest or Licence and other Lands to the extent necessary to access those Lands, in accordance with the terms of that Interest or Licence;
- (c) peace officers, and officials responding to natural disasters, emergencies or urgent health and safety matters on Lands, or acting under federal, provincial or **First Nation** Law on Lands; and
- (d) non-Members for social or business purposes, including delivery of goods and services, provided that they do not interfere with any Interest, Licence, or any other occupation of Land, and that no Council Resolution has been adopted barring access by that person.

- 24.5 Notwithstanding any other provision of this *Land Code*, Council:
- (a) may, by Council Resolution, impose a temporary closure or restrictions on access to any Lands to protect those Lands, or to protect health, safety, environment or cultural assets; and
 - (b) must Publish a notice of that closure or those restrictions on **First Nation's** website and by other means Council deems appropriate to notify the public.
- 24.6 Any person who, contrary to this *Land Code*, enters onto or stays on Lands:
- (a) without a right to reside on those Lands;
 - (b) without a right of access to those Lands; or
 - (c) in violation of a temporary closure or restriction on access on those Lands is guilty of an offence.
- 24.7 Where a person is found guilty of an offence under this *Land Code* relating to a right to reside on Lands, right of access to Lands, or violation of a temporary closure or restriction on access, a court may, in addition to any other penalty:
- (a) order that person to leave or vacate any Lands; and
 - (b) order that person not to enter or stay on any Lands.
- 24.8 All civil remedies for trespass are preserved.
- 24.9 **First Nation** is not liable for injuries or damages suffered by any person on account of:
- (a) the condition or state of Lands;
 - (b) any exercise of a right to reside on Lands or a right of access to Lands;
 - (c) any entry or stay on Lands in violation of a temporary closure or restriction on access; or
 - (d) any other lawful or unlawful entry or stay on Lands.
- 24.10 A right to reside or a right of access to Lands does not create any financial obligation on the part of **First Nation**.

25. Wills and Estates

- 25.1 The following persons are entitled to have their Interest registered in the First Nations Lands Register, provided that they are entitled to hold that Interest under this *Land Code*, Land Laws, or a court order:

- (a) a Member who receives an Interest under a will or estate;
 - (b) a non-Member or Member who receives a leasehold Interest under a will or estate; and
 - (c) a person who holds an Interest on behalf of a minor or a mentally incompetent person.
- 25.2 A Land Law may establish required procedures and documents to register an Interest arising from wills and estates.

PART XI

DISPUTE RESOLUTION

26. Disputes

- 26.1 Council may establish processes, or enact Land Laws, for the resolution of disputes in respect of any matter related to Land.

PART XII

OTHER MATTERS

27. Enforcement

- 27.1 Any person who commits an offence under this *Land Code* is liable on summary conviction to fines, imprisonment, restitution, community service, and alternative means for achieving compliance.
- 27.2 An officer, director, employee, or agent of an organization or corporation which commits an offence under this *Land Code* may be convicted of that same offence whether or not the organization or corporation is convicted of the offence.

28. Liability

- 28.1 Council must arrange, maintain, and pay insurance coverage that Council considers appropriate for its officers and employees engaged in carrying out any matter related to Land to indemnify them against personal liability arising from the performance of those duties.

29. Amendments to *Land Code*

- 29.1 Council may, by Council Resolution, make amendments to this *Land Code* that do not change the substance of this *Land Code*, including:

- (a) changes in this *Land Code* required to address inconsistencies with the *Framework Agreement*;
- (b) minor improvements to bring out more clearly the intention of the **First Nation** without changing the substance of this *Land Code*; and
- (c) corrections, grammatical, and typographical errors.

29.2 A Vote is required for any amendments to this *Land Code* other than amendments which may be made by Council, by Council Resolution.

30. Commencement

30.1 This *Land Code* has been approved by a Vote held on the _____ day of _____, 20_____.

30.2 This *Land Code* comes into force on the first day of the month following certification of this *Land Code* by the Verifier.