

MISHKOSIIMINIZIIBING AKI INAAKONIGEWIN

Land Code

(DRAFT)

Dated for Reference

February 14, 2023

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BIG GRASSY RIVER FIRST NATION LAND CODE

Preamble

Whereas the Big Grassy River First Nation has a profound relationship with the Land that is rooted in respect for the spiritual value of the Earth and the gifts of the Creator and has a deep desire to preserve their relationship with the land;

And Whereas Big Grassy River First Nation became a signatory on May 11, 2017 to the *Framework Agreement on First Nation Land Management*, as Big Grassy River First Nation wishes to govern its land and resources under the *Big Grassy River First Nation Land Code*, rather than having its land and resources managed on its behalf under the *Indian Act*, and which agreement was ratified by Canada by the enactment of the *Framework Agreement on First Nation Land Management Act*, S.C. 2022, c.19; s. 121.

And Whereas Treaty #3 is and will continue to be the basis for the fundamental relationship between Canada and Big Grassy River First Nation. ;

And Whereas the *Framework Agreement on First Nation Land Management* is ratified by Big Grassy River First Nation through community approval of the *Big Grassy River First Nation Land Code*;

And Whereas the Big Grassy River First Nation has an inherent right to self-government which is recognized and affirmed by section 35 of the *Constitution Act, 1982*;

NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE FUNDAMENTAL LAND LAW OF THE BIG GRASSY RIVER FIRST NATION.



PART 1 PRELIMINARY MATTERS

1. Definitions

Clarification

- 1.1 Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

Definitions

- 1.2 The following definitions apply in this *Land Code*:

"Allotted Land" means Land that is subject to an Allotment;

"Allotment" means a Member's right of possession to Land under section 20 of the *Indian Act*, including a location ticket, cardex holding, or certificate of possession, or a permanent Interest in Land granted to a Member under section 27 of this *Land Code*. "Allot" and "allotted" have corresponding meanings;

"Big Grassy River First Nation" means the Big Grassy First Nation, a signatory to the Framework Agreement;

"Canada" means Her Majesty the Queen in Right of Canada;

"Common-Law Partnership" means, unless otherwise determined under a Law, the relationship between two (2) persons who are cohabiting in a conjugal relationship,

- (a) continuously for a period of not less than three (3) years, or
- (b) in a relationship of some permanence, if they are the parents of a child;

"Community Land" means any First Nation Land in which all Members have a common interest;

"Council" means the Chief and Council of the Big Grassy River First Nation or any successor elected government of the Big Grassy River First Nation;

"Easement" means a non-exclusive Interest in Big Grassy River First Nation Land granted under this *Land Code* or, prior to the date of this *Land Code*, under the *Indian Act*, giving one person (the grantee) the right to use the land of



another (the grantor) for an easement or right of way, or to provide utility or other services to the land of the grantor or other lands, and



(a) is limited to only such Interest as is necessary to give effect to the Easement granted, and

(b) despite any common law rule to the contrary, does not require that there be a dominant and servient tenement;

"Eligible Voter" means, for the purpose of voting in respect of matters under this *Land Code*, a Member who has attained eighteen (18) years of age on or before the day of the vote;

"Extended Family", in respect of a person, means the person's grandparent, uncle, aunt, first degree cousin, grandchild, and/or any other relation or relationship that Council may add by a Law or another enactment of Big Grassy River First Nation;

"Financial Administration Law" means a Financial Administration Law enacted by the Council pursuant to the *First Nations Fiscal Management Act*;

"First Nation Lands Register" means the register established pursuant to clause 51 of the *Framework Agreement* and regulated by the *First Nations Land Registry Regulations* or any successor land register that may be established to replace the First Nation Lands Register;

"Flooding Settlement Agreement" means an agreement between Big Grassy River First Nation, Canada and Ontario respecting the settlement of Big Grassy River First Nation's claims arising from flooding of Big Grassy River First Nation's reserves due to the artificial regulation of water levels on the Lake of the Woods;

"Framework Agreement" means the *Framework Agreement on First Nation Land Management*, entered into between Canada and the signatory First Nations on February 12, 1996, and amended to include Big Grassy River First Nation on May 11, 2017;

"Immediate Relatives", in respect of a person, means the person's parent, sister, brother, child, and Spouse;

"Individual Agreement" means the Individual Agreement providing for the specifics of the transfer of administration made between Big Grassy River First Nation and Canada in accordance with the *Framework Agreement*;

"Instrument" means a legal document in writing which purports to affect or to create, grant, assign, transfer or encumber an Interest or Licence;

"Interest", in relation to First Nation Land, means any Interest, right or estate of any nature in or to that Land, including an Allotment, residential tenancy, Leasehold, Life Estate, Easement or right of way, but does not include title to First Nation Land;

"Land" or **"First Nation Land"** means any Big Grassy River First Nation reserve land that is subject to this *Land Code*;

"Lands Committee" means the Lands Committee established under Part 6 of this *Land Code*;

"Lands Director" means the individual appointed by Resolution to oversee the day-to-day administration of this *Land Code*;

"Law" means a law enacted under this *Land Code* but does not include a Resolution;

"Lease" means a written contract setting out the terms and conditions of a Leasehold;

"Leasehold" means an Interest in First Nation Land granted under this *Land Code* or, prior to the date of this *Land Code*, under the *Indian Act*, including a Sublease, giving a Person the exclusive right of use and possession of the Lands, upon agreed conditions, for a specified time, calculated by including any renewal or extension period;

"Licence" in relation to Big Grassy River First Nation Land, means any right of use or occupation of that Land or a right to use, develop or extract Natural Resources from the Land, other than an Interest;

"Life Estate" means an Interest in an Allotment granted to a Person, including a non-Member, that conveys to the individual a right to use and occupy a specified home or parcel of Land for a time period which cannot exceed the life of the grantee;

"Member" means a person whose name appears or is entitled to appear on the Big Grassy River First Nation Band Membership List;

"Mortgage" means a charge or encumbrance on an Interest in Land in favour of another as security for a debt, where a mortgagee or chargee is the lender and the mortgagor or chargor is the borrower;

"Natural Resources" means any materials or substances on, under or in First Nation Land in their natural state which, when removed, have economic or other value;



"Person" means an individual, a body corporate, a partnership, a society or other entity, including the First Nation, and any Trustee, executor, administrator or other legal representative;

"Ratification Vote" means a vote of Eligible Voters under section 12;

"Resolution" means a resolution of Council made in relation to this *Land Code*, a Law, or the administration of Big Grassy River First Nation Land;

"Spouse" means a person who is married to another, whether by a traditional, religious or civil ceremony, and includes a Spouse by Common-Law Partnership, and "Spousal Relationship" is a relationship between Spouses;

"Sublease" means a Lease executed by a lessee in a parcel of First Nation Land to a third Person, conveying the same Interest that the lessee enjoys in all or a portion of the parcel, but for a shorter term than that for which the lessee holds, and is subordinate to the original Leasehold;

"Water Management Area" means Land within the Water Management Area as defined in the Flooding Settlement Agreement, being Land, including Land under water, at:

- (a) Big Grassy Indian Reserve No. 35G enclosed by heavy outline as shown on Plan 110846 CLSR ON;
- (b) Lake of the Woods Indian Reserve No. 35J enclosed by heavy outline as shown on Plan 110847 CLSR ON; and
- (c) Obabikong Indian Reserve No. 35B enclosed by heavy outline as shown on Plan 110848 CLSR ON;

"Water Management Regime" means the regime to regulate and control water levels and the outflow of the waters of the Lake of the Woods established pursuant to the 1909 *Boundary Waters Treaty*, the 1925 *Lake of the Woods Convention and Protocol* and related domestic enabling legislation.

2. Interpretation

Fair interpretation

2.1 This *Land Code* shall be interpreted in a fair, large and liberal manner;

Interpretation

2.2 In this *Land Code*:



- (a) the word "shall" signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* comes into effect or the event that gives rise to the obligation;
- (b) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";
- (c) titles and headings have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;
- (d) unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;
- (e) unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;
- (f) all references to a time period of days means consecutive days and not business days;
- (g) where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a First Nation, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;
- (h) where the time limited for the doing of an act in the Big Grassy River First Nation administration building falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (i) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and
- (j) the principles set out in the Preamble to this *Land Code* may be used to interpret this *Land Code*.

Culture and traditions

2.3 The structures, organizations and procedures established by or under this *Land Code* shall be interpreted in accordance with the culture, traditions



and customs of the Big Grassy River First Nation, unless specifically provided otherwise in this *Land Code* or a Law.

Language

- 2.4 The language of the Big Grassy River First Nation may be used to clarify the meaning of any provision in this *Land Code*.

Consistency with *Framework Agreement*

- 2.5 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* will prevail to the extent of the inconsistency or conflict.

Paramountcy

- 2.6 If there is an inconsistency or conflict between this *Land Code* and any other enactment of the Big Grassy River First Nation, including a by-law enacted under section 81 of the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.



Rights not affected

- 2.7 This *Land Code* does not change:
- (a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Big Grassy River First Nation or its Members;
 - (b) the fiduciary relationship between Canada and Big Grassy River First Nation and its Members; or
 - (c) the by-law powers of Council pursuant to the *Indian Act*.

Lands and Interests affected

- 2.8 A reference to Land in this *Land Code* includes all the Interests and rights, as well as the resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable Natural Resources in and of that Land;
 - (b) all the Interests and Licences granted by Canada listed in the Individual Agreement; and
 - (c) all the Interests and Licences granted by Big Grassy River First Nation after this *Land Code* comes into effect.

Interpretation provisions apply to Laws

- 2.9 Unless a Law provides otherwise, the interpretation provisions of this section 2 apply to Laws.

3. Authority to Govern

Origin of authority

- 3.1 The traditional teachings of the Big Grassy River First Nation speak of the obligation of the people of the Big Grassy River First Nation to care for and respect the Land and the magnificent wonders of Nature created on the Land. By enacting this *Land Code*, the Big Grassy River First Nation is reclaiming this special responsibility.

Flow of authority

- 3.2 The authority of the Big Grassy River First Nation to govern its Land and resources flows from the Creator to the people of the Big Grassy River First Nation, and from the people to Council according to the culture, traditions, customs and laws of the Big Grassy River First Nation.

Inherent right to govern

- 3.3 By enacting this *Land Code*, Big Grassy River exercises its inherent right to govern that part of our territory which has been set aside as reserve land pursuant to Treaty #3 or other process for adding lands as reserve land.

4. Purpose

Purpose



- 4.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to First Nation Land and by which the Big Grassy River First Nation will exercise authority over that Land in accordance with the *Framework Agreement*.

5. Description of Big Grassy River First Nation Land

Big Grassy River First Nation Land

- 5.1 The First Nation Land that is subject to this *Land Code* is the Land described in APPENDIX "A" of this *Land Code* and any other reserve

Lands or Interests of the Big Grassy River First Nation that are made subject to this *Land Code* by Resolution or Ministerial order.

Addition to Big Grassy River First Nation Land

- 5.2 In accordance with any request made by the Big Grassy River First Nation, the Minister may, by order, set apart as a reserve, for the use and benefit of the Big Grassy River First Nation, any lands the title to which is vested in Canada, and provide in the order that the lands are First Nation Land.

Application of Land Code

- 5.3 Before the lands are transferred to Canada by the Big Grassy River First Nation or a third party for the purpose of being set apart as a reserve, or before the lands are set apart as a reserve, the Big Grassy River First Nation may, in accordance with this *Land Code*:

- (a) grant Interests in and Licences in relation to the lands, and
- (b) enact zoning or other Laws within the scope of the *Framework Agreement* in relation to the lands;

that will come into force only if and when the lands become First Nation Land.

Amendment to the Description of Land

- 5.4 As of the date of any Resolution or Ministerial order adding land to First Nation Land, the description of the First Nation Land in the *Land Code* will be deemed to be amended to add the description of the First Nation Land set out in the Resolution or order.

Additional Lands

- 5.5 Council shall hold a meeting of Members prior to the amendment of the description of First Nation Land subject to this *Land Code* and Individual Agreement.



PART 2 FIRST NATION LEGISLATION

6. Law-Making Powers

Council may make Laws

- 6.1 Council may, in accordance with this *Land Code*, make Laws respecting:
- (a) the development, conservation, protection, management, use, and possession of First Nation Land;
 - (b) Interests and Licences in relation to First Nation Land;
 - (c) any matter necessary to give effect to this *Land Code*; and
 - (d) any matter necessary or ancillary to the making of Laws in relation to First Nation Land.

Examples of Laws

- 6.2 For greater certainty, and without limiting the generality of subsection 6.1, Council may make Laws respecting:
- (a) the regulation, control and prohibition of zoning, Land use, subdivision control and Land development;
 - (b) the regulation, control, authorization and prohibition of residency, access, and occupation of First Nation Land;
 - (c) the rights and responsibilities of landlords and tenants;
 - (d) the creation, regulation, granting, transfer and prohibition of Interests and Licences in relation to First Nation Land;
 - (e) environmental assessment and protection;
 - (f) the provision of local services in relation to First Nation Land and the imposition of equitable user charges;
 - (g) additional or alternative methods of resolving disputes involving First Nation Land or Interests or Licences in First Nation Land;
 - (h) types of Laws referred to elsewhere in this *Land Code*;



- (i) limits on liability, defences and immunities to any Person or entity in respect of any act or omission occurring in the exercise of a power or the performance of duties under this *Land Code* or a Law; and
- (j) the enforcement of the *Land Code* and Laws and penalties for offences under the *Land Code* or Laws.

Regulatory Instruments

- 6.3 For greater certainty, in addition to making Laws, Council may make other regulatory instruments, including rules, regulations, standards, Resolutions, codes and policies.
- 6.4 A Law may include the power of Council to make regulations, and if so empowered, Council may make regulations under that Law provided that the Law shall set out the procedures which must be followed to make regulations.

7. Law-Making Procedure

Introduction of Laws

- 7.1 A proposed Law may be introduced at a duly convened meeting of Council by:
- (a) a member of the Council;
 - (b) the Lands Director; or
 - (c) a representative of the Lands Committee.

Rationalization of proposed Law

- 7.2 A proponent shall, when introducing the Law, submit a written explanation of the reason for the proposed Law.

Procedure upon receipt of proposed Law

- 7.3 Upon receipt of a proposed Law, Council may do any of the following:
- (a) table the proposed Law for further review or for enactment;
 - (b) refer the proposed Law with to the Lands Committee for review and comment, unless the Lands Committee is the proponent;



- (c) request that the proponent of the proposed Law provide further information or attend before a future meeting of Council to speak to the proposed Law;
- (d) undertake or direct revisions to the proposed Law, for consideration by Council; or
- (e) reject the proposed Law.

Tabling and posting
of proposed Laws

7.4 At least twenty-eight (28) days before enacting a proposed Law, Council shall:

- (a) table the proposed Law at a duly convened meeting of Council;
- (b) direct the Lands Director to post the proposed Law in public places and publish it online;
- (c) review any comments and recommendations provided by the Lands Committee; and
- (d) take any other steps to give notice of the proposed Law that Council may consider appropriate.

Urgent matters

7.5 Council may enact a Law without the preliminary steps required under this section, if Council is of the opinion that the Law is needed urgently for public health and safety or to protect First Nation Land or the Members, provided however that a Law enacted under this subsection expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

Approval of Law

7.6 Subject to this *Land Code*, a Law is approved by a quorum of Council at a duly convened meeting of Council open to the Members.

Certification of Laws

7.7 The original copy of any approved Law or Resolution concerning First Nation Land shall be signed by the members of the Council present at the meeting at which it was enacted.

Laws taking effect



- 7.8 A Law enacted by Council takes effect on the date of its enactment or such later date as specified in the Law.

8. Publication of Land Code and Laws

Publication

- 8.1 A copy of this *Land Code*, all Laws, and any amendments to the *Land Code*, shall, once enacted, be:
- (a) published in the minutes of the Council meeting at which it was enacted;
 - (b) posted, as soon as practicable after enactment, in a location within the administrative office of Big Grassy River First Nation accessible to all Members;
 - (c) posted online; and
 - (d) published or posted by any additional method as Council may consider appropriate.

Registry of Laws

- 8.2 Council shall cause to be kept, at the administrative offices of the Big Grassy River First Nation, a register containing the *Land Code*, all Laws and Resolutions, including Laws and Resolutions that have been repealed or are no longer in force.

Copies for any Person

- 8.3 Any person may obtain a copy of the *Land Code*, a Law or Resolution upon payment of a reasonable fee set in accordance with paragraph 16.3(g).



PART 3 COMMUNITY MEETINGS AND APPROVALS

9. Participation in Meetings of Members

Participation of Members

- 9.1 Every Member is entitled to participate in a meeting of Members.

Permission of Council

- 9.1 A Person who is not a Member may attend a meeting of Members where authorized by Council.

10. Procedure for Meetings of Members

Notice of meeting

- 10.1 Council shall give written notice of the meeting of Members and include in the notice:
- (a) the date, time and place of the meeting;
 - (b) a brief description of the matter to be discussed;
 - (c) a brief description of any matter that requires community approval;
 - (d) where and how Members may access the text of a proposed Law; and
 - (e) other information and material that Council considers appropriate.

Manner of notice

- 10.2 The notice shall be given to the Members twenty-one (21) days before the meeting, by:
- (a) posting the notice in public places;
 - (b) providing the notice to Members and taking reasonable steps to locate and inform Members who reside on and off-reserve;
 - (c) posting the notice online; and
 - (d) additional methods Council considers appropriate.

Informed decision



- 10.3 Council may schedule more than one meeting of Members as may be necessary to ensure that Members are well informed concerning a proposed Law or Land matter.

11. Community Meetings of Members

Community meetings

- 11.1 Council shall call a meeting of Members to consult members prior to:
- (a) enacting a Law respecting a community plan;
 - (b) making a decision concerning any master Land use plan;
 - (c) making a decision concerning any development affecting a heritage site or an environmentally sensitive property, or concerning any change in status of a heritage site;
 - (d) enacting a Law respecting rights and Interests in First Nation Land;
 - (e) any voluntary exchange of First Nation Land;
 - (f) enacting a Law respecting family homes and matrimonial interests on First Nation Land;
 - (g) respecting any other matter, Law or class of law that Council, by Resolution, declares to be subject to this section; and
 - (h) amending a Law described in paragraphs (a), (d), (f), and (g).

No quorum

- 11.2 No quorum or minimum level of participation is required at a meeting of Members.

12. Community Approval by Ratification Vote

Community approval

- 12.1 Community approval shall be obtained for the following:
- (a) a voluntary land exchange;
 - (b) an amendment to this *Land Code*;



- (c) a Law prescribing rules, standards and community consultation processes for the Allotment of Land to Members under section 27; and
- (d) any matter, Law or class of Laws that Council, by Resolution, declares to be subject to this section.

Utility permits excepted

- 12.2 Community approval is not required for an Easement, right of way or permit granted by Council for utilities, including telecommunications, water, electricity, natural gas, sewer services and ancillary services.

Method of community approval

- 12.3 Community approval shall be obtained by Ratification Vote.

Exceptions



- 12.4 For certainty, community approval by Ratification Vote is not required for:

- (a) an amendment to the description of Land of this *Land Code*;
- (b) revisions to this *Land Code* made pursuant to section 37.2; and
- (c) an amendment to, or renewal of, the Individual Agreement.

Ratification process

- 12.5 Any Ratification Vote required under this *Land Code* shall be conducted in substantially the same manner as the *Big Grassy River First Nation Community Ratification Process* dated for reference July 17, 2017, which was used to ratify this *Land Code*, with such modifications as are reasonably necessary or practical in the circumstances.

Approval by majority

- 12.6 A matter shall be considered approved if a majority of participating Eligible Voters cast a vote in favour of the matter.

Increased threshold

- 12.7 Despite 12.6, Council may, by Resolution prior to a vote, do either or both of the following:

- (a) establish a percentage of Eligible Voters who must participate in the vote in order for the result to be binding;

- (b) require that a percentage greater than fifty percent (50%) of participating Eligible Voters must cast a vote in favour of the matter in order to obtain community approval.

Laws, policies, consultation, approval
and ratification

12.8 For greater certainty, Council may make Laws or policies respecting:

- (a) meetings of Members;
- (b) community consultations;
- (c) community approvals;
- (d) Ratification Votes; and
- (e) any other matter in relation to this Part 3.



PART 4 EXPROPRIATION AND VOLUNTARY LAND EXCHANGE

13. Expropriation

Acquisition by mutual agreement

- 13.1 The Big Grassy River First Nation may expropriate an Interest or Licence in First Nation Land, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests
that may be expropriated

- 13.2 An Interest or Licence in First Nation Land, or in any building or other structure on that Land, may only be expropriated by Big Grassy River First Nation in accordance with the *Framework Agreement* and a Law enacted for the purpose of establishing the rights, obligations and procedures for community expropriations.

Community purposes

- 13.3 A community expropriation shall only be made for necessary community works or other Big Grassy River First Nation purposes, including a fire hall, sewage or water treatment facility, community center, public works, utilities, emergency response infrastructure, flood protection works, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.

Expropriation laws

- 13.4 Before proceeding to make any community expropriations in accordance with this *Land Code* and the *Framework Agreement*, Council shall enact a Law respecting the rights, obligations and procedures for community expropriations, including provisions respecting:

- (a) the taking of possession of the Interest or Licence;
- (b) transfer of the Interest or Licence;
- (c) notice of expropriation and service of the notice of expropriation;
- (d) entitlement to compensation;
- (e) determination of the amount of compensation; and
- (f) the method of payment of compensation.



Public report

- 13.5 Before Big Grassy River First Nation expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.

Member notification

- 13.6 In the case of an expropriation of a Member's Interest in First Nation Land, the affected Member or Members shall receive notification of the expropriation within a reasonable time prior to the release of the public report.

Rights that may not be expropriated

- 13.7 In accordance with clause 17.6 of the *Framework Agreement*, an Interest of Canada or the province in First Nation Land is not subject to expropriation by the Big Grassy River First Nation.

Compensation for rights and Interests

- 13.8 Big Grassy River First Nation shall, in accordance with its Laws and the *Framework Agreement*:
- (a) serve reasonable notice of the expropriation on each affected holder of the Interest or Licence to be expropriated; and
 - (b) pay fair and reasonable compensation to the holders of the Interest or Licence being expropriated.

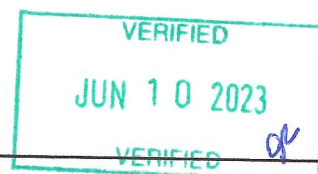
Compensation calculations

- 13.9 In accordance with clause 17.4 of the *Framework Agreement*, Big Grassy River First Nation shall calculate the total value of the compensation under this section based on the heads of the compensation set out in the *Expropriation Act* (Canada).

Market value

- 13.10 The "market value" of an expropriated Interest or Licence is equal to the amount that would have been paid for the Interest or Licence if it had been sold by a willing seller to a willing buyer under no duress, with all the rights, limits and restrictions that apply to Interests or Licences or transactions on First Nation Land between a willing seller or willing buyer.

Neutral evaluation to resolve disputes



13.11 Unless a different dispute resolution process is provided for Law enacted pursuant to subsection 13.4, the resolution of disputes concerning the right of the Big Grassy River First Nation to expropriate shall be determined by neutral evaluation, in the same manner as provided in part IX of the *Framework Agreement*, and the sixty (60) day period referred to in the *Framework Agreement* shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Arbitration to resolve
disputes

13.12 Unless a different dispute resolution process is provided for Law enacted pursuant to subsection 13.4, the resolution of the following disputes shall be determined by arbitration, in the same manner as provided in part IX of the *Framework Agreement*:

- (a) disputes concerning the right of a holder of an expropriated Interest or Licence to compensation; and
- (b) disputes concerning the amount of the compensation.

14. Voluntary Exchange of Big Grassy River First Nation Land

Conditions for a land exchange

14.1 The Big Grassy River First Nation may agree with another party to exchange a parcel of First Nation Land for a parcel of land from that other party in accordance with this *Land Code* and the *Framework Agreement*.

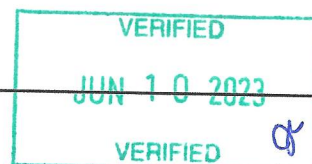
No effect

14.2 A land exchange is of no effect unless it receives community approval by Ratification Vote.

Land to be received

14.3 No land exchange may proceed to a Ratification Vote unless the land to be received in the exchange meets the following conditions:

- (a) it shall be equal to or greater than the area of the First Nation Land to be exchanged;
- (b) it shall be at least comparable to the appraised value of the First Nation Land; and
- (c) it shall become a reserve and First Nation Land subject to this *Land Code*.



Negotiators

- 14.4 The person who will have authority to negotiate a land exchange agreement on behalf of the Big Grassy River First Nation shall be designated by Resolution.

Additional land

- 14.5 The Big Grassy River First Nation may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by, or in trust for, the Big Grassy River First Nation in fee simple or some other manner.

Federal consent

- 14.6 Before the Big Grassy River First Nation concludes a land exchange agreement, it shall receive a written statement from Canada clearly stating that Canada:
- (a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and
 - (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

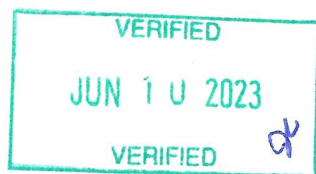
- 14.7 Once negotiations on the land exchange agreement are concluded, Council shall provide the following information to Eligible Voters before the Ratification Vote:
- (a) a description of the First Nation Land to be exchanged;
 - (b) a description of the land to be received in the exchange;
 - (c) a description of any other compensation to be exchanged;
 - (d) a report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met;
 - (e) a copy or summary of the exchange agreement; and
 - (f) a copy of Canada's consent.

Process of land exchange



14.8 The land exchange agreement shall provide that:

- (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
- (b) Council must pass a Resolution authorizing Canada to transfer title to the First Nation Land being exchanged, in accordance with the exchange agreement;
- (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nation Lands Register; and
- (d) the land to be set apart as a reserve has been subject to an environmental audit, and clearance or remediation as necessary, or that Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost to Big Grassy River First Nation, and with full indemnification to Big Grassy River First Nation.



PART 5 ACCOUNTABILITY

15. Conflict of Interest or Appearance of Conflict of Interest

Application of rules

15.1 The conflict of interest rules in this *Land Code* apply to the following persons:

- (a) each member of Council who is dealing with any matter before Council that is related to First Nation Land;
- (b) each person who is an employee contractor, or agent of the Big Grassy River First Nation dealing with any matter that is related to First Nation Land; and
- (c) each person who is a member of a board, committee or other body of the Big Grassy River First Nation dealing with any matter that is related to First Nation Land.



Duty to report and
abstain

15.2 If there is any actual or apparent financial, familial or personal conflict of interest in the matter being dealt with, the person:

- (a) shall disclose the interest to Council, or the board, committee or other body as the case may be;
- (b) shall not take part in any deliberations on that matter or vote on that matter; and
- (c) shall remove themselves from the proceedings.

Apparent conflict of interest

15.3 A person has an apparent conflict of interest if there is a reasonable perception, which a reasonably well-informed person could properly have, that the person's ability to deliberate or decide on the matter has been affected by his or her private interest or the private interest of an Immediate Relative.

Inability to act

15.4 If the board, committee or other body is unable to act due to a conflict of interest, the matter shall be referred to Council.

Meeting of Members

- 15.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, a proposed Law or Resolution to a community meeting of Members.

Specific conflict situations

- 15.6 No Immediate Relatives and not more than two (2) members from the same Extended Family shall be concurrent members of an appointed board, committee or other body dealing with any matter that is related to First Nation Land. Council or any other elected board, committee or body is exempt from this rule.

Other laws

- 15.7 For greater certainty, Council may develop a policy or enact Laws to further implement this section.

16. Financial Management

Application

- 16.1 This section applies only to financial matters relating to First Nation Land and Natural Resources administered under this *Land Code*, and shall be interpreted in a manner consistent with any Financial Administration Law which is or may be enacted by Big Grassy River First Nation.

Paramountcy

- 16.2 If there is an inconsistency or conflict between this Part and a Financial Administration Law, the Financial Administration Law prevails to the extent of the inconsistency or conflict.

Financial Laws and policies

- 16.3 Council may, in accordance with this *Land Code*, develop, adapt or adopt financial management Laws or policies, including Laws or policies respecting:

- (a) the receipt, management and expenditure of moneys, including transfer payments, all capital and revenue moneys received from Canada, all Land revenue, and moneys received from a grant or disposition of any Interest or Licence in relation to First Nation Land and Natural Resources;

- (b) the management of financial records and accounts;

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- (c) the appointment of an auditor and the preparation of financial statements and audits;
- (d) the preparation, annual presentation and implementation of budgets;
- (e) the determination of the general investment strategy;
- (f) contract notes, loans and other indebtedness;
- (g) the establishment of fees, fines, charges and levies;
- (h) the establishment and maintenance of a recordkeeping system that ensures confidentiality, security of records and document retention; and
- (i) the establishment of offences for impeding, obstructing or failing to give reasonable assistance to any member or auditor in the inspection of financial records.

Administrative structure

16.4 Council shall establish the administrative structure:

- (a) to implement all financial policies and procedures;
- (b) to oversee the day-to-day operational responsibilities for managing moneys related to First Nation Land and Natural Resources;
- (c) to ensure the accuracy of the accounting records;
- (d) to reconcile, review and approve bank statements;
- (e) to present the annual budgets to Members;
- (f) to present annually an audit of the financial statements to the Members; and
- (g) to prepare the annual report to Members.

Consolidated accounts

16.5 The accounting, auditing and reporting requirements of this Part may be done together with, and consolidated with, the other accounts, audits and reports of the Big Grassy River First Nation, provided that the statement and analysis relating to First Nation Land is clearly distinguishable.



17. Annual Report

Annual report

- 17.1 Council, on behalf of the Big Grassy River First Nation, shall publish an annual report on Land matters.

Contents

- 17.2 The annual report shall include:

- (a) an annual review of First Nation Land and Natural Resources management;
- (b) an annual budget;
- (c) a copy and explanation of the audit as it applies to First Nation Land and Natural Resources; and
- (d) any other matter as determined by Council or Lands Committee.

18. Access to Information

Access

- 18.1 Any Person may, during normal business hours at the main administrative office of the Big Grassy River First Nation, or by electronic means, have reasonable access to the register of Laws.

Copies for Members

- 18.2 Any Member may obtain a copy of the auditor's report or annual report required by section 17 upon the payment of a reasonable fee set in accordance with paragraph 16.3(g).

Access to records

- 18.3 Any person authorized by Council may, subject to reasonable privacy restrictions, inspect the financial records of Big Grassy River First Nation related to First Nation Land, in the manner specified by Council.



PART 6 LAND AND NATURAL RESOURCES ADMINISTRATION

19. Administration

Administration

- 19.1 Council shall perform all of the duties and functions and exercise all the powers that are not specifically assigned to an individual or body under this *Land Code*.

Delegation by Council

- 19.2 Council may, by Resolution, delegate administrative authority to an individual or body established or authorized under this *Land Code*.

Delegation of duties

- 19.3 Any individual or body to whom duties are given under this *Land Code* or a Law may, subject to and in accordance with the authority given, delegate the performance of those duties to an individual or body under that individual or body's supervision.

20. Lands Committee

Lands Committee established

- 20.1 The Lands Committee is hereby established to:

- (a) assist Council with the development of the Land administration system;
- (b) advise Council and its staff on matters respecting First Nation Land;
- (c) recommend Laws, Resolutions, policies and procedures respecting First Nation Land to Council;
- (d) consult with Members and non-Members on First Nation Land issues, and make recommendations on the resolution of those issues to Council;
- (e) review and make recommendations to Council concerning applications for Interests and Licences;
- (f) assist in the exchange of information between Members and the Council;



- (g) oversee community meetings of Members, community approvals and Ratification Votes; and
- (h) perform such other duties as may be delegated or assigned by Resolution or Law under this *Land Code*.

Internal procedures

- 20.2 The Lands Committee may establish policies and rules for the procedure at its meetings and generally for the conduct of its affairs, not inconsistent with those established by Council.

21. Implementation of the Lands Committee

First Lands Committee

- 21.1 Upon the coming into effect of this *Land Code*, Council shall select a Lands Committee to serve for a term of up to two (2) years.

Appointment and Membership of Lands Committee

- 21.2 Unless provided otherwise by Resolution, Council shall, within 30 days of a Council election, appoint a Lands Committee consisting of:
- (a) the Lands Director; and
 - (b) at least four (4) Members, including at least one (1) Elder representative, one (1) youth representative, and one (1) representative living outside First Nation Lands.

Advice of Lands Director and Outgoing Lands Committee

- 21.3 In appointing members to the Lands Committee under subsection 21.2, the Council shall consider the advice of the Lands Director.

Eligibility

- 21.4 To be eligible for appointment to the Lands Committee, a Person who is not the Lands Director must:
- (a) be a Member of Big Grassy River First Nation;
 - (b) owe no outstanding debts to Big Grassy River First Nation; and
 - (c) be an Eligible Voter.

Term



- 21.5 A member of the Lands Committee shall serve until the last day of the term of the Council that appointed the member.

Vacancy

- 21.6 Where the office of a Lands Committee member becomes vacant, the Council shall, on the advice of the Lands Director and remaining Lands Committee members, appoint an eligible candidate to serve on the Lands Committee until the end of that Council's term.

Quorum

- 21.7 The quorum of the Lands Committee is a majority of the members.

Chair

- 21.8 The Lands Director shall be the chair of the Lands Committee.

- 21.9 The functions of the chair include:

- (a) ensuring that an agenda is prepared and circulated before each meeting and minutes and action items are circulated after each meeting;
- (b) chairing meetings of the Lands Committee unless absent, in which case the Lands Committee members in attendance shall choose another member to chair the meeting;
- (c) reporting to the Council on the activities of the Lands Committee.

Approval by majority

- 21.10 A matter shall be considered approved if a quorum of the Lands Committee casts a vote in favour of the matter.
- 21.11 The chair of the Lands Committee shall cast a vote only in the case of a tie.



PART 7 INTERESTS AND LICENCES IN LAND

22. Revenue from Land and Natural Resources

Determination of
fees and rent

- 22.1 The Lands Committee shall recommend to Council Laws, rules or policies for determining:
- (a) the fees and rent for Interests and Licences in First Nation Land;
 - (b) the fees for services provided in relation to any First Nation Land; and
 - (c) the fees and royalties to be paid for the taking of Natural Resources from First Nation Land.

23. Registration of Interests and Licences

Enforcement of
Interest and Licences



- 23.1 Subject to subsection 23.2, an Interest or Licence in First Nation Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the First Nation Lands Register.

Residential tenancies and
short-term Interests and Licences

- 23.2 Subsection 23.1 does not apply to un-registered month-to-month residential tenancies or other Interests or Licences with a term of two (2) years or less provided that such any such Interest or Licence otherwise complies with this *Land Code*.

Registration of
consent or approval

- 23.3 An Instrument granting an Interest or Licence in First Nation Land that requires the consent of Council shall include a form of certificate indicating that the applicable consent has been obtained.

Duty to deposit

- 23.4 Upon receipt of a registerable copy of the following Instruments and documents, the Council or its delegate shall deposit in the First Nation Lands Register:

- (a) subject to subsection 23.2, any grant of an Interest or Licence in First Nation Land;
- (b) any transfer or assignment of an Interest or Licence in First Nation Land;
- (c) Instruments encumbering or otherwise affecting or purporting to affect First Nation Land or an Interest or Licence therein;
- (d) every Land use plan, subdivision plan or resource use plan;
- (e) every Law; and
- (f) this *Land Code* and any amendment to this *Land Code*.

Responsibility for validity of Instrument

23.5 A Person who provides an Instrument to Big Grassy River First Nation for registration under subsection 23.3 is responsible for ensuring the validity and accuracy of that Instrument.

23.6 Big Grassy River First Nation and its Council, employees and officials are not responsible or liable for ensuring that an Instrument which affects or purports to affect First Nation Lands:

- (a) is validly made;
- (b) complies with this *Land Code* or any Law;
- (c) should be registered or recorded; or
- (d) will be accepted for registration or recording.



Recording of claims affecting Land

23.7 Financial claims or other assertions of right which affect, or purport to affect, Land and Interests and Licences in Land, may, in accordance with all Laws and other applicable law, be recorded in the First Nation Lands Register.

Registration procedures

23.8 Council may prescribe such further rules and procedures as are necessary or advisable to facilitate the registration of Instruments in respect of First Nation Land.

24. Limits on Interests and Licences

All dispositions in writing

- 24.1 An Interest or Licence in First Nation Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *Land Code* and any applicable Laws.

Standards

- 24.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in First Nation Land.

Non-Members may not hold Allotments

- 24.3 Subject to this *Land Code*, a Person who is not a Member may hold an Interest or Licence in Land, except an Allotment or other permanent Interest.

Improper transactions void

- 24.4 A deed, Lease, contract, Instrument, document or agreement of any kind, whether written or oral, by which the Big Grassy River First Nation, a Member or any other person purports to grant, dispose of, transfer or assign an Interest or Licence in First Nation Land after the date this *Land Code* takes effect is void if it contravenes this *Land Code*.

Flooding Settlement Agreement

- 24.5 To the extent that an Interest or Licence granted or recognized under this *Land Code* includes Land within the Water Management Area, that Interest or Licence is subject to the following conditions, whether or not such conditions are expressly stated in the granting Instrument:

- (a) the artificial regulation of water levels in accordance with the Water Management Regime, and the effects of such artificial regulation, including, without limitation, actual or potential flooding, erosion, loss of or damage to infrastructure, or restrictions on Land use, whether or not the artificial regulation is authorized by way of an Interest or Licence granted or recognized under this *Land Code*;
- (b) the holder of the Interest or Licence releases and discharges Big Grassy River First Nation, Canada and Ontario from any liability in relation to the effects of the artificial regulation of water levels in accordance with the Water Management Regime;



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- (c) the holder of the Interest or Licence indemnifies Big Grassy River First Nation, Canada and Ontario from and against any claims, proceedings and losses related to the artificial regulation of water levels in accordance with the Water Management Regime.

Obligation
runs with the Land

24.6 Where:

- (a) an Instrument expresses the intention of a holder of an Interest or Licence to create an obligation binding on the successors and assignees of the Interest or Licence; and
- (b) the obligation is in favour of Big Grassy River First Nation,
- that obligation binds such successors and assignees despite any common law rule to the contrary, and whether or not the Interest or Licence is granted before or after this Land Code comes into effect.

25. Existing Interests

Continuation of
existing Interests and Licences

- 25.1 Any Interest or Licence in First Nation Land that existed when this *Land Code* takes effect will, subject to this *Land Code*, continue in force in accordance with its terms and conditions.

Voluntary amendment or replacement of
existing Interests and Licences

- 25.2 For greater certainty, the terms of a designation or surrender made under the *Indian Act* do not restrict the ability of the Big Grassy River First Nation and third parties, a Member or non-Member, by agreement, to modify an Interest or Licence or to have the Interest or Licence replaced by a new Interest or Licence issued under this *Land Code*.

26. New Interests and Licences

Authority to make
Dispositions



- 26.1 Subject to this Land Code and any Laws, Council may, on behalf of Big Grassy River First Nation, grant:
- (a) Interests and Licences in Community Land, including Allotments; and

- (b) Licences to take Natural Resources from First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

- 26.2 The grant of an Interest or Licence may be made subject to the satisfaction of written conditions, which shall be set out in the granting Instrument.

Role of the Lands
Committee

- 26.3 The Lands Committee may be authorized to act as a delegate of Council under this section.

27. Allotments

Application

- 27.1 For greater certainty, a certificate of possession or other Interest previously issued to a Member under section 20 of the *Indian Act* shall continue to exist after the coming into force of this *Land Code*.

Laws, policies and procedures
for Allotment of Land

- 27.2 Council will, in consultation with the Lands Committee, establish Laws, policies and procedures for the Allotment of Land to Members.
- 27.3 For greater certainty, Council may not grant an Allotment to a Member until it enacts a Law prescribing rules, standards and community consultation processes for Allotments.

Allotment certificate

- 27.4 Where a Member has received an Allotment or an interest in an Allotment by way of grant or transfer in accordance with this Land Code, Council or its authorized delegate may issue a certificate as evidence of the Member's interest in the Allotment.

Life Estate

- 27.5 Notwithstanding subsection 24.3, the Spouse of a Member may hold a Life Estate in an Allotment in accordance with:
- (a) a subsidiary grant under subsection 27.6(b); or



- (b) a family homes and matrimonial Interests Law enacted under section 32; or
- (c) a law enacted under section 7 of the *Family Homes on Reserves and Matrimonial Interests or Rights Act, SC 2013, c 20*.

Rights of Allotment holder

- 27.6 Subject to applicable Laws, an Allotment in respect of a parcel of Land is an Interest that entitles the Member holding it to:
- (a) possession of the Land;
 - (b) grant subsidiary Interests and Licences to use and occupy the Land, including Leaseholds, Life Estates, and Easements; and
 - (c) transfer, devise or otherwise dispose of the Allotment to another Member; and
 - (d) any other rights, consistent with this *Land Code*, that are attached to certificates of possession under the *Indian Act*.
- 27.7 The holder of an Allotment may grant a Leasehold to himself or herself in the same manner as to another Person notwithstanding any common law rule to the contrary.
- 27.8 All Natural Resources on First Nation Land, including Allotted Land, belong to Big Grassy River First Nation and Big Grassy River First Nation has the exclusive authority to grant Licences in relation to Natural Resources on Land, including Allotted Land.

Ceasing to be a Member

- 27.9 A Person who ceases to be a Member shall, within six (6) months of ceasing to be a Member, transfer any Allotment they hold to Big Grassy River First Nation or another Member.
- 27.10 Where a Member does not transfer their Allotment in accordance with subsection 27.9, any Allotment shall, six (6) months and one (1) day after the Person ceases to be a Member, revert to Big Grassy River First Nation.
- 27.11 Where an Allotment reverts to Big Grassy River First Nation under subsection 27.10, the individual ceasing to be a Member shall remain liable for any obligations or liabilities, including environmental liabilities, or any monies owing in relation to the Land up to the date of reversion.

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28. Transfer and Assignment of Interests

Consent of Council

- 28.1 Subject to any Laws, Council consent is not required for the transfer or assignment of an Interest or Licence in First Nation Land unless specified otherwise in the Instrument.

29. Limits on Mortgages and Seizures

Protections

- 29.1 In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to First Nation Land:

- (a) section 29;
- (b) section 87;
- (c) subsection 89(1); and
- (d) subsection 89(2).

Mortgage of Allotted Land

- 29.2 An Allotment may only be subject to a Mortgage to another Member or to the Big Grassy River First Nation.

Mortgage of Leasehold Interests

- 29.3 Despite paragraph 29.1(c), and subject to subsection 29.5, a Leasehold granted under this *Land Code* may be subject to a Mortgage, including the Leasehold of a Member.

Time Limit

- 29.4 The term of any Mortgage of a Leasehold shall not exceed the term of the Lease.

Default in Mortgage

- 29.5 In the event of default in the terms of a Mortgage of a Leasehold, the Leasehold is not subject to possession by the mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:

- (a) the Mortgage was registered in the First Nation Lands Register; and



- (b) a reasonable opportunity to redeem the defaulted Mortgage is given to Council on behalf of Big Grassy River First Nation.

Power of redemption

- 29.6 If Council exercises Big Grassy River First Nation's power of redemption with respect to a Leasehold, Big Grassy River First Nation takes the position of the lessee of the Land and the mortgagor for all purposes after the date of redemption.

Waiver of redemption

- 29.7 Council may waive its right to redemption for any Mortgage of a Leasehold.

30. Residency, Access Rights and Trespass

No financial obligation

- 30.1 A right of residence or access to First Nation Land does not create any financial obligation on the part of Big Grassy River First Nation.

Trespass

- 30.2 Subject to any Big Grassy River First Nation Laws, any Person who resides on, enters, remains on, or solicits on First Nation Land other than in accordance with a residence or access right under this *Land Code* or a Law or legally valid Interests or agreement(s) is guilty of a summary offence, punishable by summary conviction or in accordance with Big Grassy River First Nation Laws, and may, in addition to other remedies, be ordered immediately evicted or removed from First Nation Land by Resolution enforceable by any peace officer or enforcement official designated by Council by Resolution.
- 30.3 Subject to any Laws or bylaws, all civil remedies for trespass are preserved.

No liability

- 30.4 No liability is imposed upon Big Grassy River First Nation or any elected representatives, employees, contractors or volunteers, in respect of any Person exercising a right of residency or access under the Land Code for any injuries or damages, directly or indirectly relating to the condition or state of First Nation Land..

31. Transfers on Death

Indian Act application



- 31.1 Subject to any Laws on family homes and matrimonial interests, until Big Grassy River First Nation exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* dealing with wills and estates shall continue to apply with respect to Interests in First Nation Land.

Registration of transfer

- 31.2 A person who receives an Interest in First Nation Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Register.

Disposition of Interest

- 31.3 If no provision has been made by the deceased Member of the disposition of the Interest to another Member, the following rules apply:
- (a) the Minister or his or her delegate may make application to Council requesting that an instrument evidencing lawful possession or occupation of First Nation Land be issued; or
 - (b) a certificate for an Interest or other instrument may be issued in accordance with procedures established by Council, or application of the Minister or his or her delegate, if the beneficiary or purchaser is a Member.

32. Family Homes and Matrimonial Interests Law

Development of
Laws



- 32.1 Council may enact Laws that apply during a Spousal Relationship, when that relationship breaks down or on the death of a Spouse, respecting:
- (a) the use, occupancy and possession of family homes on First Nation Land; and
 - (b) the division of the value of any Interests held by Spouses in or to structures and lands on First Nation Land.

Enactment of rules
and procedures

- 32.2 The rules and procedures contained in family homes and matrimonial Interests Laws shall be developed by the Lands Committee in consultation with the Members.

Additional provisions

32.3 Family homes and matrimonial Interests Laws may include:

- (a) provisions for administering those Laws;
- (b) despite subsection 89(1) of the *Indian Act*, provisions for enforcing, on First Nation Land, an order of a court or a decision made or an agreement reached under those Laws; and
- (c) procedures for amendment and repeal of those Laws.

Notice of Laws

- 32.4** Council will provide, to the provincial Attorney General, notice of its intent to make family homes and matrimonial Interests Laws and, upon enactment, provide a copy of those Laws to the Attorney General.



PART 8 DISPUTE RESOLUTION

33. Dispute Resolution Procedure

Disputes

33.1 Except as otherwise provided in this Part, and subject to any Law, disputes in relation to First Nation Land or Interests or Licences in First Nation Land shall be determined as follows:

- (a) the parties to the dispute may agree that the dispute may be determined by mediation, arbitration, or other dispute resolution process agreed to by the parties; or
- (b) if the parties do not agree on a dispute resolution mechanism, the dispute may be determined by a court of competent jurisdiction.

Dispute resolution Laws

33.2 Nothing in this Part precludes Council from establishing Laws in accordance with paragraph 6.2(g) providing for additional or alternative processes for resolving disputes involving First Nation Land or Interests or Licences in First Nation Land.

Civil remedies; settlement

33.3 For greater certainty and subject to a Law enacted pursuant to subsection 6.2(g), nothing in this Part shall be construed to prevent a party to a dispute from, at any stage of dispute resolution, applying to have the dispute resolved in a court of competent jurisdiction or from otherwise resolving the dispute without recourse to this Part.

Challenge to validity of Law

33.4 For greater certainty, nothing in this Part shall be construed to prevent a party to a dispute from challenging the validity of a Law, but such a challenge may be heard only in a court of competent jurisdiction.

34. Costs

Parties bear own costs

34.1 Subject to any ruling by an arbitrator, and unless a Law provides otherwise, all parties to a dispute shall bear their own costs in any dispute resolution process they undertake.



First Nation not liable

- 35.6 For greater certainty, unless a Law provides otherwise, Big Grassy River First Nation is not liable or responsible for the costs of any dispute resolution process under this Part where Big Grassy River First Nation is not a party.



PART 9 OTHER MATTERS

35. Liability

Liability limitations

- 35.1 The limits on liability, defences and immunities in a Law shall be no greater than those that would apply to a person or entity performing a similar duty under the laws of the province.

Extent of coverage

- 35.2 Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to First Nation Land to indemnify them against personal liability arising from the performance of those duties and will determine the extent of the insurance coverage.

36. Enforcement and Offences

Enforceability of Laws

- 36.1 To enforce its *Land Code* and Laws, Council shall have the power to:
- (a) establish offences that are punishable on summary conviction;
 - (b) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;
 - (c) establish comprehensive enforcement procedures consistent with federal and provincial law, including ticketing, inspections, searches, seizures and compulsory sampling, testing and the production of information; and
 - (d) provide for the collection of non-tax debts, fees or charges owed to Big Grassy River First Nation using taxation collection remedies made under Big Grassy River First Nation taxation laws, if the First Nation has enacted taxation laws or by-laws under another act of Parliament.

Agreement for recovery of fines

- 36.2 Big Grassy River First Nation may enter into agreements with other governments or government agencies to collect any fines, debts, fees or other penalties imposed by its *Land Code* or Laws.



Prosecuting offences

36.3 For the purpose of prosecuting offences, Big Grassy River First Nation may:

- (a) retain its own prosecutor;
- (b) enter into an agreement with the province to arrange for a provincial prosecutor;
- (c) make Laws with respect to the appointment and authority of justices of the peace; and
- (d) make Laws or develop policies to enable offences and enforcement issues to be dealt with through a community justice process.

Application of the
Criminal Code

36.4 Unless another procedure is provided for by a Law, the summary conviction procedures of part XXVII of the Criminal Code, as amended from time to time, apply to offences under this *Land Code* or under a Law.

Fines and imprisonment

36.5 Unless otherwise provided for by a Law, any person who commits an offence under this Land Code or under a Law is liable to a fine not to exceed five thousand (\$5,000) dollars and to a term of imprisonment not to exceed six (6) months or to both fine and imprisonment, provided however, that offences related to Big Grassy River First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

37. Revisions and Amendments to *Land Code*

Community approval
by Ratification Vote

37.1 Subject to subsection 37.2, community approval by Ratification Vote shall be obtained for an amendment to this *Land Code*.

Minor revisions

37.2 A Ratification Vote is not required for revisions made to this *Land Code* that do not change the substance of this *Land Code*. Council may, from time to time, arrange and revise this *Land Code*. Such revisions include:



- (a) an amendment of the description of First Nation Land subject to this *Land Code*;
- (b) a reference in this *Land Code* to a clause in another enactment or document that was amended and resulted in clause renumbering;
- (c) a reference in this *Land Code* to an enactment or parts thereof that have expired, have been repealed or suspended;
- (d) changes in this *Land Code* as are required to reconcile seeming inconsistencies with other enactments;
- (e) minor improvements in the language as may be required to bring out more clearly the intention of the Big Grassy River First Nation without changing the substance of this *Land Code*; and
- (f) an amendment to correct editing, grammatical or typographical errors.

38. Commencement

Preconditions

- 38.1 This *Land Code* shall take effect if the community approves this *Land Code* and the Individual Agreement with Canada and this *Land Code* has been certified by the verifier pursuant to the *Framework Agreement*.

Commencement date

- 38.2 This *Land Code* shall take effect on the first day of the month following the certification of this *Land Code* by the verifier.

