



**McLeod Lake Indian Band  
COUNCIL RESOLUTION (BCR)**

Chronological No:  
**MLIB 618 20220722: 043**

Filing Reference:  
**Land Code Amendment 2022**

<b>Province:</b> British Columbia	<b>Place:</b> Prince George	<b>Current Budget:</b> \$ _____ as of _____
<b>Date:</b> July 22 <sup>nd</sup> , 2022	<b>Reallocate To:</b> _____	

**WHEREAS:** The Chief and Council of the McLeod Lake Indian Band is in power to act for and on behalf of the members of the McLeod Lake Indian Band as provided by and set out under Section 74 of the Indian Act and other such Sections as are applicable;

**WHEREAS:** The McLeod Lake Indian Band ("MLIB") is a signatory to the *Framework Agreement on First Nation Land Management*, pursuant to which the *McLeod Lake Indian Band Land Code, 2002* was ratified by members on February 27, 2002 and thereafter came into force (the "*MLIB Land Code, 2002*");

**WHEREAS:** For various reasons, and given the length of time that has passed since its initial enactment, MLIB is of the view that amendments to the 2002 Land Code are appropriate;

**WHEREAS:** Any amendments must be in accordance with s. 46.1 of the *MLIB Land Code, 2022*, and more specifically, must be supported by a Community Approval vote by Eligible Voters at a Meeting of Members (as each of those terms if defined in the *MLIB Land Code, 2002*);

**WHEREAS:** Council has reviewed the amendments, which amendments are attached hereto as Schedule "A" and are hereafter referred to as the *McLeod Lake Indian Band Land Code, 2022*; and,

**WHEREAS:** Council is of the view that it is in the best interests of MLIB that the *McLeod Lake Indian Band Land Code, 2022*, or a draft in substantially the same form thereof, proceed to a Community Approval vote by Eligible Voters at a Meeting of Members.

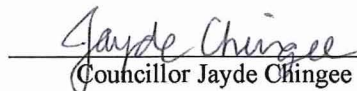
**THEREFORE, BE IT RESOLVED:** That the Chief and Council of the McLeod Lake Indian Band hereby;

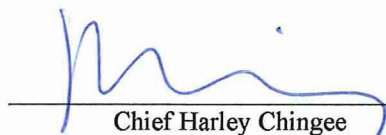
- (1) Approve the amendments as set out in the *McLeod Lake Indian Band Land Code, 2022*, and attached hereto as Schedule "A";
- (2) Direct that a vote be held at a Meeting of Members, to determine if Eligible Voters approve, by way of Community Approval, the *McLeod Lake Indian Band Land Code, 2022*, or a draft that is in substantially the same form thereof; and
- (3) Set the voting day for the *McLeod Lake Indian Band Land Code, 2022* as August 10, 2022.


This resolution is supported by the undersigned and passed this 22<sup>nd</sup> day of July, 2022.

A quorum for this Band  
Consists of 4 (Four) Council  
Members

  
Councillor Fay Masear

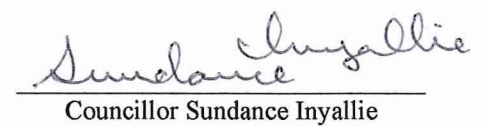
  
Councillor Jayde Chingee

  
Chief Harley Chingee

  
Councillor Yasmin Prince

  
Councillor Jenine Solonas

  
Councillor Margie Chingee

  
Councillor Sundance Inyallie

**Schedule "A"**  
***McLeod Lake Indian Band Land Code, 2022***

# McLeod Lake Indian Band

## Land Code

Ratified: November 27<sup>th</sup>, 2002

Date in Force: May 20<sup>th</sup>, 2003

AMENDED

Date of amendment #1: ratified on August 10, 2022

The *Land Code* includes any amendments made from time to time.

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## MCLEOD LAKE INDIAN BAND LAND CODE

### Preamble

**Whereas** the Tse'Khene of the McLeod Lake Indian Band have a special relationship with the land within their traditional territory based on respect for the spiritual value of the earth and the creatures and plants placed thereon by the creator;

**Whereas** the McLeod Lake Indian Band has, by band council resolution MLIB.041001.06 dated April 10, 2001, formalized these values in the following McLeod Lake Indian Band vision statement:

"We, the Tse'Khene Nation (People of the Rock) are a proud people. We believe the Creator put us here as stewards of the land. We will regain our Traditions to cultivate a respected, united, self-sufficient community. We recognize all people as equal regardless of name and ancestry. Our governing body is elected based upon integrity, honor, accountability and transparency to all members. Together we will provide healthy, educated self-sufficient and prosperous lifestyles for our future generations."

**Whereas** on March 27, 2000 the McLeod Lake Indian Band and its members entered into a *McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement* with Her Majesty the Queen in Right of Canada and British Columbia;

**Whereas** under the *Framework Agreement on First Nation Land Management*, 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;

**Whereas** the McLeod Lake Indian Band became a signatory to the *Framework Agreement on First Nation Land Management* on January 28, 2003;

**Whereas** the *McLeod Lake Indian Band Land Code* was ratified by membership on November 27, 2002, certified on February 27, 2003 and thereafter enacted as the fundamental land law of the Tse-Khene of the McLeod lake Indian Band, pursuant to which the McLeod Lake Indian Band withdrew its reserves from the land management provisions of the *Indian Act* in order to exercise governance and control over their lands and resources, for the use and benefit of its members;

**And Whereas**, in accordance with the amending procedures set out at section 46.1 of the *McLeod Lake Indian Band Land Code* (2002), the McLeod Lake Indian Band wishes to amend the *McLeod Lake Indian Band Land Code* (2002) by repealing it in its entirety and replacing it with the provisions below;

**NOW THEREFORE, THE LAND CODE IS AMENDED AS SET OUT HEREIN AND CONTIUNUES AS THE FUNDAMENTAL LAND LAW OF THE TSE'KHENE OF THE MCLEOD LAKE INDIAN BAND:**

## PART I

### FUNDAMENTAL RIGHTS

#### 1. McLeod Lake Indian Band'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 the McLeod Lake Indian Band 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 McLeod Lake Indian Band 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 the McLeod Lake Indian Band.

## 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* have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

- 2.2 The following definitions apply in this Land Code:

“*Accountability Report*” means a report issued by the Oversight Committee, which report contains a determination and recommendation with respect to a compliance allegation made under the ‘Accountability’ Part of this *Land Code*;

“*Band Council Resolution*” means a resolution approved by a quorum of Council at a duly convened meeting;

“*Community Lands*” means Lands, other than Member Lands, that are held on behalf of and for the benefit of all Members-in-Common, and in which all Members-in-Common have a shared interest;

“*Council*” means the Chief and Council of the McLeod Lake Indian Band, as elected pursuant to the *McLeod Lake Indian Band Custom Election Code*;



“*Eligible Voter*” means, for the purpose of voting in respect of matters under this *Land Code*, a Member-in-Common who has attained nineteen years of age on or before the last day of a Vote;

“*Financial Administration Law*” means the *McLeod Lake Indian Band Financial Administration Law, 2021*, as approved by Council on February 26, 2021;

“*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;

“*Forest Practices*” means timber harvesting and related activities, road construction, road modification, road maintenance, road deactivation, silviculture treatments, botanical forest products collecting, grazing, fire use, control and suppression, and any other forest activity that is carried out on Lands;

“*Forest Practices Code*” means the *McLeod Lake Indian Band Forest Practices Code, 2003*, as amended from time to time;

“*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*” means the agreement between the McLeod Lake Indian Band and Canada dated November 5, 2002 and entered into in accordance with the provisions of the *Framework Agreement*, as amended from time to time;

“*Interest*” means any interest, right, or estate of any nature in or to Lands, and includes a Member Only Interest, a lease, a life estate, an easement, a right of way, a mortgage, a charge, a section 28(2) permit under the *Indian Act* and other similar permits, but does not include:

- (a) McLeod Lake Indian Band title to the Land, including Aboriginal Title; or
- (b) a Licence;

“*Land*” or “*Lands*” means any reserve land that is subject to this *Land Code*;

“*Land Code*” means this *McLeod Lake Indian Band Land Code*, first ratified on November 27, 2002 and in force on May 20, 2003, as amended herein on August 10, 2022, and as may be further amended from time to time;

“*Land Laws*” means this *Land Code* and other laws, including any emergency Land Laws, enacted under this *Land Code*, as amended from time to time;

“*Land Management Committee*” means the committee described under the ‘Land Management Committee’ provisions of this *Land Code*, and elected pursuant to the *McLeod Lake Indian Band Custom Election Code*;

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

“*Land Use Plan*” means the *McLeod Lake Indian Band Land Use Plan* ratified on October 5, 2021, as amended from time to time;

“*Licence*” means any right of occupation or right of use in respect of Lands, including a right to use Lands for access purposes, but does not include:

- (a) an access right specifically provided for under the ‘Residence and Access’ Part of this *Land Code*; or
- (b) a business licence or similar instrument;

“*McLeod Lake Indian Band Custom Election Code*” means the *McLeod Lake Indian Band Custom Election Code*, approved on October 28, 2013, as amended from time to time;

“*McLeod Lake Indian Band Matrimonial Real Property Act*” means the *McLeod Lake Indian Band Matrimonial Real Property Act*, which came into force on May 20, 2004, as amended from time to time;

“*McLeod Lake Indian Band Membership Code*” means the *McLeod Lake Indian Band Membership Code*, dated August 4, 2004, as amended from time to time;

“*Member*” means a person whose name is lawfully entered on the band or membership list maintained under the *McLeod Lake Indian Band Membership Code*, as amended from time to time, and for greater certainty includes Members-in-Common and Severalty Members, but does not include persons who are ‘Honorary members’ as that term is defined in the *McLeod Lake Indian Band Membership Code*;

“*Member-in-Common*” means:

- (a) a Member who did not receive land in severalty pursuant to section 8 of the *Treaty No. 8 Adhesion and Settlement Agreement*; or
- (b) a Member who is a descendant of the Member listed in (a), excepting where that Member descendant is also a descendant of a Severalty Member,

and who, for greater certainty, shares in the benefit of Lands;

“*Member Lands*” means Lands, other than Community Lands, that may only be held by Members-in-Common or the McLeod Lake Indian Band under a Member Only Interest;

“*Member Only Interest*” means an Interest in Member Lands which is an allotment, a certificate of possession or any other Interest which can only be held by Members-in-Common or the McLeod Lake Indian Band, and which can only be granted in accordance with this *Land Code* and the Land Law respecting Member Only Interests;

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

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

“*Publish*” or “*Publishing*” means to make information available to Members by posting online and in the McLeod Lake Indian Band administration office, and by providing it by mail or e-mail upon request from a Member;

“*Severalty Member*” means:

- (a) a Member who received land in severalty pursuant to section 8 of the *Treaty No. 8 Adhesion and Settlement Agreement*; or
- (b) a Member who is a descendant of the Member referred to in (a),

and who, for greater certainty, does not share in the benefit of Lands;

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

“*Treaty No. 8 Adhesion and Settlement Agreement*” means the *McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement*, dated March 27, 2000, as amended from time to time;

“*Trivial*” means a use, extraction, harvest, cut, removal or disposition of a Natural Resource in or on Lands that has an insignificant impact on Lands, and that does not diminish the Natural Resource in any significant capacity, such as cutting occasional trees for firewood or safety reasons;

“*Trust Agreement*” means the *McLeod Lake Indian Band Treaty No. 8 Trust Agreement* appended as Attachment “C” to the *McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement*, as amended from time to time, or any other trust created for the administration of Lands;

“*Verifier*” means a person appointed in accordance with the *Framework Agreement*, to carry out the duties of a verifier as set out in the *Framework Agreement*; and

“*Vote*” means a vote:

- (a) convened, in accordance with this *Land Code*, by the Land management office for purposes set out in this *Land Code*;
- (b) in which all Eligible Voters are entitled to vote; and
- (c) which is subject to the participation and the approval or authorization thresholds set out in the ‘Lands Meetings and Votes’ Part of this *Land Code*.

### **3. Interpretation**

- 3.1 The Preamble and McLeod Lake Indian Band's language may be used to interpret this *Land Code*.
- 3.2 Titles and headings in this *Land Code* are for convenience only.
- 3.3 Where a time limit under this *Land Code* falls on a weekend, or any holiday, the time limit is extended to the next business day.
- 3.4 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.
- 3.5 If there is an inconsistency or conflict between this *Land Code* and the *Treaty No. 8 Adhesion and Settlement Agreement*, then subject to section 3.7 (c) of this *Land Code*, the *Treaty No. 8 Adhesion and Settlement Agreement* prevails to the extent of the inconsistency or conflict.
- 3.6 If there is an inconsistency or conflict between this *Land Code* and:
- (a) any other Land Law;
  - (b) a by-law under the *Indian Act*;
  - (c) the *Forest Practices Code*, or Article 6 of the *Treaty No. 8 Adhesion and Settlement Agreement*; or
  - (d) the election process for the Land Management Committee as set out under the *McLeod Lake Indian Band Custom Election Code*,
- this *Land Code* prevails to the extent of the inconsistency or conflict.
- 3.7 Any reference to a court in this *Land Code* includes a justice of the peace appointed by the McLeod Lake Indian Band with authority in respect of Land Laws.
- 3.8 If any provision of this *Land Code* is, for any reason, found by a court to be invalid, the invalid provision shall be severed and shall not effect the validity of the remainder of the *Land Code*.

## PART III

### LANDS

#### 4. Description of Lands

- 4.1 Lands subject to this *Land Code* are the following reserves of the McLeod Lake Indian Band:
- (a) Lands described in “Appendix G” of the Individual Agreement;
  - (b) Lands added to reserve after the within *Land Code* amendment, including those which were formerly lands in severalty selected under *Article 8 of the Treaty No. 8 Adhesion and Settlement Agreement*; and
  - (c) Lands added to reserve through a land exchange in accordance with this *Land Code*.
- 4.2 The Lands include:
- (a) all Natural Resources located within the Lands;
  - (b) the water located within the Lands, and the beds underlying that water; and
  - (c) any riparian rights.

## PART IV

### LAND AND NATURAL RESOURCES ADMINISTRATION

#### 5. Land Management Office

- 5.1 Council may, by Band Council Resolution, identify staff positions in the Land management office, including employees, contractors or other persons considered by Council to be staff in the Land management office.
- 5.2 Council may, by Band Council Resolution, specify for any staff position in the Land management office:
- (a) the scope of delegated authority for management of Lands; and
  - (b) whether that position includes the authority to register Land instruments in the First Nation Lands Register on behalf of the McLeod Lake Indian Band.
- 5.3 Subject to the terms of any Band Council Resolution, the duties of the Land management office include:
- (a) developing draft Land Laws, if directed to do so by Council;

- (b) advising Council and the Land Management Committee on Land Laws and Land policies;
  - (c) advising Council on administrative fees, rent, royalties or other amounts payable in respect of Lands;
  - (d) arranging lands Meetings and Votes in accordance with this *Land Code*;
  - (e) proposing to Council the annual Lands workplan and Lands budget;
  - (f) providing input on the McLeod Lake Indian Band's annual reports in respect of Land revenues and Land activities;
  - (g) assisting the Land Management Committee, upon request from the Land Management Committee; and
  - (h) managing and maintaining systems for Land administration, such as record keeping, data management and the development of approved forms and procedures.
- 5.4 In carrying out its responsibilities, the Land management office must consider any advice provided by the Land Management Committee.
- 6. Land Management Committee**
- 6.1 The Land Management Committee must be composed of five elected committee members, each of whom must be:
- (a) an Eligible Voter; and
  - (b) elected in accordance with the *McLeod Lake Indian Band Custom Election Code* and this *Land Code*.
- 6.2 A person is ineligible to hold office as a member of the Land Management Committee if the person is:
- (a) convicted of an indictable offence;
  - (b) convicted of a corrupt process in connection with a McLeod Lake Indian Band election, including accepting a bribe, dishonesty or wrongful conduct; or
  - (c) at the time of the nomination or election, a plaintiff in legal proceedings against the McLeod Lake Indian Band regarding Lands.
- 6.3 The term of office of a member of the Land Management Committee must not exceed six years, but nothing precludes an incumbent from being nominated and elected for further terms.

- 6.4 The members of the Land Management Committee must hold staggered terms of office, such that in any given Land Management Committee election, either two seats shall be up for election, or three seats shall be up for election, but not both.
- 6.5 At any given Land Management Committee election, the nominees with the highest vote counts shall be declared elected members of the Land Management Committee.
- 6.6 Subject to their office being terminated or becoming vacant under this *Land Code*, elected members of the Land Management Committee will hold office for a term commencing on the date of their election, and expiring six years after the date of their election or upon being replaced in a subsequent election, whichever occurs first.
- 6.7 The office of a member of the Land Management Committee becomes vacant if the member, while holding office:
- (a) is or becomes ineligible to hold office under this *Land Code*;
  - (b) ceases to be an Eligible Voter;
  - (c) dies or becomes mentally incompetent; or
  - (d) resigns.
- 6.8 Council may terminate the office of a member of the Land Management Committee if the member fails to:
- (a) attend three consecutive meetings of the Land Management Committee without the approval of the chair of the Land Management Committee;
  - (b) undertake their duties as a member of the Land Management Committee under this *Land Code*; or
  - (c) comply with the terms of reference or any code of conduct for the Land Management Committee.
- 6.9 Where the office of a member of the Land Management Committee becomes vacant or is terminated more than ninety days before the date when another Land Management Committee election would ordinarily be held:
- (a) the nominee, if any, having the next highest vote count without being declared elected at the last Land Management Committee election will be declared an elected member of the Land Management Committee; or
  - (b) the vacancy shall be filled by an election in accordance with the *McLeod Lake Indian Band Custom Election Code*,
- and the term of any such newly elected member shall be for the balance of the term in respect of which the seat vacancy occurred.

- 6.10 Council must, by Band Council Resolution, establish and maintain terms of reference for the Land Management Committee, which terms of reference may deal with matters including remuneration of members, if any, process at committee meetings, and similar matters.
- 6.11 Council may, by Band Council Resolution, establish additional codes of conduct or policies related to the Land Management Committee, as necessary.
- 6.12 The Land Management Committee may establish rules and procedures for the conduct of its meetings and general affairs, provided that any such rules and procedures are not inconsistent with any rules or procedures established by Council.
- 6.13 In addition to carrying out the functions of the Land Management Committee under this *Land Code*, the Land Management Committee may advise Council and the Land management office on the following:
- (a) Land related matters, including the granting of Interests and Licences;
  - (b) the Land Use Plan and amendments to it;
  - (c) Land related policies and Land Laws; and
  - (d) recommendations from Members and others regarding Lands, and environmental concerns and priorities.
- 6.14 Council may, by Band Council Resolution, delegate Land related authorities, other than enacting Land Laws, to the Land Management Committee, including authority related to particular Land projects, developments or activities.

## **PART V**

### **MCLEOD LAKE INDIAN BAND LEGISLATION**

#### **7. Law-Making Powers and Obligations**

- 7.1 Council has the power to make laws, in accordance with this *Land Code*, respecting the development, conservation, protection, management, use and possession of Lands, including laws on any matter necessary or ancillary to the making of laws in relation to Lands.
- 7.2 For greater certainty, Council has all of the law-making powers set out in the *Framework Agreement* and may enact Land Laws in accordance with those powers and this *Land Code*.
- 7.3 For greater certainty, Council may, in accordance with this *Land Code*, enact Land Laws respecting development cost charges and enforcement of Land Laws.



## **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 amended.
- 8.2 The law-making procedure under this *Land Code* applies to regulations, unless a Land Law sets out a different procedure for making regulations under that Land Law.
- 8.3 The Land management office must obtain direction from Council before developing a draft Land Law.
- 8.4 For every draft Land Law that has been developed, except for Land Laws that will be enacted on an emergency basis in accordance with this *Land Code*, the Land management office:
- (a) must consult with the Land Management Committee regarding the draft Land Law and consider any input provided by the Land Management Committee;
  - (b) must Publish the draft Land Law so that it is available for Member viewing until such time as a final decision is made in respect of that Land Law;
  - (c) must convene one or more Lands Meetings to receive and consider any input from Members regarding the draft Land Law;
  - (d) may provide to Members any other information related to the draft Land Law that the Land management office considers appropriate, by either Publishing such information or providing it by telephone; and
  - (e) may adjust the draft Land Law that has been Published, after receiving and considering any input in respect of that Land Law.
- 8.5 After the Land management office has finalized the development of a draft Land Law, the Land management office must present the draft Land Law to Council for consideration, and must include a summary of any input received from Members and the Land Management Committee.
- 8.6 After Council has received a draft Land Law from the Land management office, Council may:
- (a) decide whether or not to enact the draft Land Law as presented by the Land management office;
  - (b) enact the draft Land Law after making minor amendments to the draft Land Law, such as changes to the title or headings, correcting typographical or grammatical errors, and minor changes to align the draft Land Law with other laws of the McLeod Lake Indian Band;

- (c) request that the Land management 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 should be reconsidered by Council at a later date.
- 8.7 Where Council requests that the Land management office undertake further work on a draft Land Law, the Land management office must:
- (a) take the same steps to obtain input from Members and the Land Management Committee as were followed for the first draft of the Land Law, in accordance with this *Land Code*; and
  - (b) once input from Members and the Land Management Committee has been received and considered, present a revised draft Land Law to Council for reconsideration.
- 8.8 Land Laws must be signed by a quorum of Council.
- 8.9 Land Laws come into force on the date of enactment or any later date specified in the Land Law.
- 8.10 In the case of an expropriation Land Law, a Vote is required to authorize Council to enact that Land Law, in addition to the other law-making procedures set out in this *Land Code*.
- 8.11 Land Laws may include procedures for the repeal of those Land Laws.

## **9. Emergency Land Laws**

- 9.1 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 such an emergency Land Law without completing the law-making procedures set out in this *Land Code*.
- 9.2 An emergency Land Law will expire ninety 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 ninety calendar days from the date of renewal.
- 9.3 An emergency Land Law, including any amendments and renewals, must be Published in the same manner as other Land Laws enacted under this *Land Code*.

## **10. Notice and Publication of Land Laws**

- 10.1 The McLeod Lake Indian Band must Publish, and register in the First Nations Land Register, the following:
- (a) all Land Laws, as amended from time to time, which are currently in force, as well as any in force regulations made pursuant to such Land Laws; and

- (b) previous versions of Land Laws, whether those laws have been repealed or amended.
- 10.2 If Council intends to repeal and replace the *McLeod Lake Indian Band Matrimonial Real Property Act* with a newly enacted Land Law related to family homes and matrimonial interests, Council must provide to the Attorney General of the Province notice of Council's intention, as well as a copy of that new Land Law once it has been enacted.

## **PART VI**

### **LANDS MEETINGS AND VOTES**

#### **11. Lands Meetings and Votes**

- 11.1 The Land management office must hold a Lands Meeting:
- (a) whenever the Land management office is required, under this *Land Code*, to seek Member input on a proposed Land Law; and
  - (b) prior to holding a Vote required under this *Land Code*.
- 11.2 Notwithstanding any other provision in this *Land Code*, Eligible Voters must, by way of a Vote:
- (a) approve of amendments to, or a replacement of, the Land Use Plan;
  - (b) approve of a proposed use, extraction, harvest, cut, removal or disposition of any Natural Resource in or on Lands, where the use, extraction, harvest, cut, removal or disposition is more than Trivial;
  - (c) authorize Council to enact a draft expropriation Land Law;
  - (d) approve of a voluntary exchange of Lands;
  - (e) approve, in accordance with this *Land Code*, of any substantive amendments to this *Land Code*;
  - (f) authorize Council to grant, renew or extend a Licence in respect of Natural Resources on Lands;
  - (g) authorize Council to grant, renew or extend a Licence in respect of water on Lands, other than those which only provide services to the McLeod Lake Indian Band or Members;
  - (h) in the case of Community Lands, authorize Council to grant, renew or extend an Interest or Licence, if the total term of the Interest or Licence, including any

renewal or extension thereof, exceeds fifteen years, excepting that the requirement for a Vote under this provision does not apply:

- i. to the grant of a Member Only Interest in accordance with the Land Law respecting Member Only Interests; and
  - ii. to the grant, renewal or extension of a mortgage or charge where the associated mortgagee or chargee qualifies as an approved lender for Canada Mortgage and Housing Corporation insured mortgages;
- (i) in the case of Member Lands, authorize a Member-in-Common to grant, renew or extend an Interest or Licence, if the total term of the Interest or Licence, including any renewal or extension thereof, exceeds seventy five years, excepting that the requirement for a Vote under this provision does not apply to a Member-in-Common who is:
- i. granting themselves a leasehold Interest in accordance with this *Land Code* and the Land Law respecting Member Only Interests;
  - ii. granting an Interest or Licence to their Spouse or their child in accordance with this *Land Code*, the Land Law respecting Member Only Interests, and, where applicable, the *McLeod Lake Indian Band Matrimonial Real Property Act*; or
  - iii. granting, renewing or extending a mortgage or charge where the associated mortgagee or chargee qualifies as an approved lender for Canada Mortgage and Housing Corporation insured mortgages;
- (j) approve of enacting a draft Land Law, or deciding on any other Lands matter within the authority of Council, where Council has a conflict of interest and a Vote is therefore required under this *Land Code*; and
- (k) approve, subject to applicable provincial and federal processes, of adding severalty lands to the Lands.

11.3 For the purposes of a Vote, the total term of an Interest or Licence includes any grant, transfer, assignment, renewal or extension 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, stepchild or Spouse; or
- (d) a similar closely related person or entity.

- 11.4 A matter which is subject to a Vote will be considered approved or authorized if:
- (a) at least one quarter (1/4) of all Eligible Voters participate in the Vote; and
  - (b) at least two-third (2/3) of such participating Eligible Voters cast a ballot in favour of the matter being voted on.
- 11.5 For the purpose of a Lands Meeting or Vote, the Land management office must use best efforts to maintain an up-to-date list of Members and Eligible Voters, including their addresses or other contact information.
- 11.6 The Land management office must provide Members with notice of a Lands Meeting, and must provide Eligible Voters with notice of a Vote, by:
- (a) Publishing the notice; and
  - (b) contacting the Members or Eligible Voters by mail, or alternatively contacting them by email if authorized to do so.
- 11.7 The Land management office must provide notice of a Lands Meeting or Vote at least twenty-one days in advance of the Lands Meeting or Vote.
- 11.8 Notice of a Lands Meeting or Vote must, as applicable:
- (a) set out the purpose, date, time and location of the Lands Meeting or Vote;
  - (b) set out the approval or authorization threshold for a Vote, as prescribed by this *Land Code*;
  - (c) indicate the minimum participation for a Lands Meeting, if any is set by Council;
  - (d) include a statement that every Member is entitled to participate in a Lands Meeting, or that every Eligible Voter is entitled to participate in a Vote, as applicable;
  - (e) indicate whether participation in a Lands Meeting by non-Members is allowed; and
  - (f) set out the methods of participation or voting, including by telephone, online, in-person, mail-in ballot or any combination of these methods.
- 11.9 A person must not in any way interfere with a Vote, where interference includes:
- (a) providing any inducement or reward for a person to vote or refrain from voting, or for a person to vote or refrain from voting in a particular manner;
  - (b) preventing a person from voting, including by any form of threat, intimidation or bribe; and
  - (c) accepting any inducement or reward for voting or refraining from voting, or for voting or refraining from voting in a particular manner.

- 11.10 Any person who interferes with a Vote under this section is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

## **PART VII**

### **PROTECTION OF LAND**

#### **12. Expropriation**

- 12.1 The McLeod Lake Indian Band may only expropriate an Interest or Licence if:
- (a) an expropriation Land Law has been enacted in accordance with this *Land Code*;
  - (b) all requirements regarding expropriation under the *Framework Agreement* and the expropriation Land Law have been met; and
  - (c) any payment by the McLeod Lake Indian Band for the expropriated Interest or License does not exceed the fair market value of the Interest or License.

#### **13. Voluntary Exchange of Lands and Addition of Severalty Lands**

- 13.1 Lands may only be exchanged for new lands, and those new lands will become Lands subject to this *Land Code*.
- 13.2 Any exchange of Lands is subject to the following requirements:
- (a) the area of the new land and its market value must be greater than the land which will cease to be Lands;
  - (b) a Vote must be held, in accordance with this *Land Code*, in which participating Eligible Voters approve the exchange of Lands; and
  - (c) prior to the Vote, the Eligible Voters must be informed of the total compensation to be provided as part of the exchange, including any monetary or other compensation, as well as the area, market value and environmental condition of the new land.
- 13.3 Severalty lands may, in accordance with applicable provincial and federal processes, be added to Lands, but only if any required payment by the McLeod Lake Indian Band for the acquisition of the severalty lands does not exceed the fair market value of those lands.

## PART VIII

### CONFLICTS OF INTEREST

#### 14. Conflict of Interest Obligations

- 14.1 The conflict of interest provisions of this *Land Code* apply to the following persons in respect of matters related to Lands:
- (a) Council;
  - (b) employees or contractors of the McLeod Lake Indian Band;
  - (c) members of the Oversight Committee;
  - (d) members of any board, committee or other body established by the McLeod Lake Indian Band;
  - (e) any person appointed in a dispute resolution process involving the McLeod Lake Indian Band; and
  - (f) any other person when dealing with a matter related to Lands.
- 14.2 A person has a conflict of interest if the person's ability to deliberate or decide is compromised, or it would be reasonable to assume that person's ability to deliberate or decide is compromised, by:
- (a) a private interest; or
  - (b) a private interest of an immediate relative, including a person's parent, sister, brother, child, step-child or Spouse.
- 14.3 The conflict of interest provisions in this *Land Code* continue to apply for eighteen months after a person ceases to hold their position or contract with the McLeod Lake Indian Band.
- 14.4 A person who has a conflict of interest related to Lands must:
- (a) disclose that conflict of interest to Council, and 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.
- 14.5 If a board, committee or other body is unable to act in respect of a matter related to Lands due to a conflict of interest, the matter must be referred to Council.

- 14.6 If Council is unable to act or vote in respect of a matter related to Lands, or a proposed Land Law, due to a conflict of interest, Council must refer that matter or the proposed Land Law to the Eligible Voters for approval by Vote.
- 14.7 A question regarding a potential conflict of interest may be referred to dispute resolution under a Land Law with the agreement of the person who is alleged to have the conflict of interest.
- 14.8 Council may establish additional conflict of interest rules in a financial administration law or other Land Law.

## **15. Accountability for Conflicts of Interest**

- 15.1 A person fails to meet the conflict of interest obligations under this *Land Code* if 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 in which they have a conflict of interest; and
  - (d) fails to comply with conflict of interest rules established by Council in respect of the signing of cheques or financial transfers.
- 15.2 If a person fails to meet the conflict of interest obligations under this *Land Code*, the McLeod Lake Indian Band or an Eligible Voter may apply to a court for one or more of the following:
- (a) an order that the person pay to the McLeod Lake Indian Band 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 other position with the McLeod Lake Indian Band for such period of time as the court considers appropriate; or
  - (d) any other remedy the court considers appropriate.
- 15.3 If a person fails to meet the conflict of interest obligations under this *Land Code*, Council:
- (a) must promptly consider the failure to meet conflict of interest obligations at a duly convened meeting of Council; and
  - (b) may, following such consideration, and by majority vote, decide that the person is subject to any of the following, as appropriate:



- i. removal from Council;
- ii. termination as an employee or contractor;
- iii. removal from the Oversight Committee;
- iv. removal from any board, committee or other body established by the McLeod Lake Indian Band;
- v. removal from any dispute resolution process involving the McLeod Lake Indian Band; or
- vi. disqualification from holding office, employment or any other position with the McLeod Lake Indian Band for any time period that Council deems appropriate,

and Council may impose any of the measures set out above, 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

#### 16. Financial Management

16.1 This Part applies only to financial matters in relation to Lands that are administered under this *Land Code*.

16.2 This Part does not apply to the extent that it is inconsistent with:

- (a) the *Financial Administration Law*; or
- (b) the Trust Agreement.

16.3 For greater certainty, this *Land Code* recognizes and affirms that the following continue to apply to financial matters in relation to Lands administered under this *Land Code*:

- (a) the *Financial Administration Law*; and
- (b) the Trust Agreement, including the provisions therein related to the administration of 'Net Income' from 'Forest Resources', Mineral Resources' and 'Right of Way Revenues', as each of those terms is defined in the Trust Agreement.

16.4 The fiscal year of the McLeod Lake Indian Band begins on April 1<sup>st</sup> of each year and

ends at midnight on March 31<sup>st</sup> of the following year, unless a different date is specified under a McLeod Lake Indian Band law.

- 16.5 Council must maintain one or more accounts dedicated only to Lands at an accredited bank or financial institution.
- 16.6 Subject to the Trust Agreement, Council or any person authorized by Council must deposit into the accounts dedicated only to Lands all Land revenues received during the fiscal year, other than taxes received by the McLeod Lake Indian Band, including:
- (a) all capital and revenue monies, and any other transfer payments received from Canada;
  - (b) all moneys received by the McLeod Lake Indian Band from Interests or Licences, excepting moneys or 'Net Income' received from 'Forest Resources', 'Mineral Resources' and 'Right of Way Revenues', as those terms are defined in the Trust Agreement and which moneys shall be administered in accordance with the Trust Agreement; and
  - (c) all fees, fines, charges and other monies collected by the McLeod Lake Indian Band in respect of Lands, including those collected under Land Laws,
- and such deposit of revenues must be made no later than ninety days after the end of the fiscal year.
- 16.7 Council must, by Band Council Resolution, appoint at least three signing officers with authority to issue cheques or approve the transfers of McLeod Lake Indian Band funds, other than those funds that are administered under the Trust Agreement, provided that any such cheque issuance or transfer approval is in accordance with the *Financial Administration Law* and associated policies.
- 16.8 A signing officer may, where necessary from time to time, delegate their authority to issue cheques and approve the transfer of McLeod Lake Indian Band funds, but such delegation must be evidenced in writing and in accordance with the *Financial Administration Law* and associated policies.
- 16.9 No cheque is valid unless it is signed by at least two appointed signing officers.
- 16.10 No other transfer of McLeod Lake Indian Band funds is valid unless it is approved in writing by at least two signing officers.
- 16.11 A signing officer must not, in relation to McLeod Lake Indian Band 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.
- 16.12 A person ceases to be a signing officer if the person ceases to be on Council, ceases employment with the McLeod Lake Indian Band or their appointment as a signing officer

is terminated.

- 16.13 Council must establish limits on the authority of signing officers, including:
- (a) the maximum dollar amount of signing authority for the respective signing officers; and
  - (b) conflict of interest rules applicable to signing cheques or transfers of funds.
- 16.14 Council must, by Band Council Resolution:
- (a) establish security screening and training processes for signing officers; and
  - (b) periodically review and revise security screening and training processes.
- 16.15 Council will adopt an annual Lands budget for each fiscal year in respect of all revenues and expenditures relating to Lands.
- 16.16 Council will attempt to adopt the annual Lands budget prior to the start of each fiscal year or as early as possible within that fiscal year.
- 16.17 Until Council adopts the annual Lands budget, the Lands budget for the previous fiscal year, including any supplementary Lands budgets, will continue to apply.
- 16.18 During a fiscal year, Council may adopt one or more supplementary Lands budgets for that fiscal year.
- 16.19 After adopting an annual Lands budget or a supplementary Lands budget, Council must Publish the budget or direct the Land management office to Publish the budget.
- 16.20 No person or body shall spend moneys, or make financial commitments, related to Lands unless the spending or commitment is authorized under a Lands budget.
- 16.21 Any person or body who spends moneys, or makes financial commitments, related to Lands that are not authorized under a Lands budget is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.
- 16.22 The McLeod Lake Indian Band must keep financial records in relation to Lands in accordance with generally accepted accounting principles.
- 16.23 The McLeod Lake Indian Band must prepare and Publish annual audited financial statements in relation to Lands within one hundred and twenty days of the end of the fiscal year.
- 16.24 Annual audited financial statements in relation to Lands may be included in consolidated audited financial statements of the McLeod Lake Indian Band, provided that Members can obtain information regarding Lands expenditures and revenues in those consolidated statements.

- 16.25 Council must, by Band 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 the McLeod Lake Indian Band.
- 16.26 Council must ensure that the remuneration paid to an auditor for the preparation of McLeod Lake Indian Band audited financial statements is disclosed in the annual audited financial statements.
- 16.27 The auditor may, at all reasonable times, inspect any McLeod Lake Indian Band financial records, including those relating to Lands.
- 16.28 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*.
- 16.29 Any person who:
- (a) impedes or obstructs an auditor from exercising a right to inspect McLeod Lake Indian Band financial records; or
  - (b) fails to give reasonable assistance to an auditor exercising a right to inspect McLeod Lake Indian Band financial records,
- is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

## **17. Annual Report**

- 17.1 The Land management office must prepare and Publish an annual report on Lands governance within one hundred and twenty days of the end of each fiscal year.
- 17.2 The annual report must include:
- (a) a summary of Land activities, as well as Land revenues and expenditures, for the fiscal year that has just ended;
  - (b) a copy and explanation of the annual audited financial statements, as it applies to Lands, for the fiscal year that has just ended;
  - (c) an overview of anticipated Land activities for the current fiscal year, including upcoming Land Use Plan implementation, upcoming Interest or Licence grants, upcoming use, harvesting, extraction, cutting, removal or disposition of Natural Resources, upcoming developments on Lands, and similar matters; and
  - (d) any other matters, as may be directed by Council and the Land Management

Committee.

## PART X

### FOREST PRACTICES AND LAND USE PLAN

#### 18. Forest Practices

18.1 All Forest Practices on Lands must be carried out in accordance with:

- (a) Article 6 of the *Treaty No. 8 Adhesion and Settlement Agreement*;
- (b) the *Forest Practices Code*;
- (c) any current McLeod Lake Indian Band forest development plans;
- (d) principles of sustainable forest use;
- (e) any applicable federal legislative requirements; and
- (f) this *Land Code*,

but, for greater certainty, the provisions of this *Land Code* prevail over the *Forest Practices Code* and Article 6 of the *Treaty No. 8 Adhesion and Settlement Agreement* in the event of an inconsistency or conflict.

#### 19. Land Use Plan

19.1 The use of Lands must be in accordance with the Land Use Plan, or any replacement land use plan which is adopted and approved in accordance with this *Land Code*.

## PART XI

### INTERESTS AND LICENCES IN LAND

#### 20. Registration of Interests and Licences

20.1 Any grant, disposition, transfer, renewal or assignment of an Interest or Licence after this *Land Code* comes into force is void if:

- (a) it is registered in contravention of this *Land Code*; or
- (b) it is otherwise in contravention of this *Land Code*.

- 20.2 No person shall register in the First Nation Lands Register any grant, disposition, transfer, renewal or assignment of an Interest or Licence unless:
- (a) It is accompanied by any approval or authorization, by Council or by Vote, which may be required under this *Land Code*;
  - (b) all registration requirements under federal regulations for the First Nation Lands Register are met; and
  - (c) any applicable fees are paid, and all registration requirements under any Land Law are met.

## **21. Existing Interests**

- 21.1 Any Interest or Licence that existed when this *Land Code* came into force continues in force in accordance with its terms and conditions.
- 21.2 The McLeod Lake Indian Band is not liable for any decrease in value of, or any impact on the use of, an Interest or Licence arising from any exercise of authority under this *Land Code* and Land Laws.
- 21.3 This *Land Code* and Land Laws apply to all Interests or Licences existing on the day this *Land Code* came into force, as well as all Interests or Licences granted after this *Land Code* came into force.
- 21.4 Council may establish a policy regarding the identification and governance of unregistered and traditional land holdings, and may consider any advice provided by the Land Management Committee or the Land management office regarding that policy.

## **22. Severalty Member Restriction**

- 22.1 Notwithstanding any other provision in this *Land Code*, Severalty Members cannot hold or acquire Interests in Lands.

## **23. Member Only Interests**

- 23.1 Council may grant Member Only Interests to Members-in-Common, but only if:
- (a) a Land Law respecting Member Only Interests has been enacted in accordance with this *Land Code*, where such enactment must not be on an emergency basis; and
  - (b) all the requirements regarding the granting of a Member Only Interest, as set out in the Land Law respecting Member Only Interests, have been met.
- 23.2 The Land Law respecting Member Only Interests may address matters such as:
- (a) any rights, restrictions and conditions associated with Member Only Interests;
  - (b) the acquisition of Member Only Interests by Members-in-Common; and

- (c) the acquisition of Member Only Interests by the McLeod Lake Indian Band.
- 23.3 Council may, in addition to enacting a Land Law respecting Member Only Interests, establish policies and procedures related to Member Only Interests.
- 23.4 Council must consider any advice provided by the Land Management Committee and Land management office regarding the proposed Land Law respecting Member Only Interests and any related policies and procedures.
- 23.5 Council shall use best efforts to enact a Land Law related to Member Only Interests within twelve months of the date that the within amendments to the *Land Code* take effect.
- 23.6 For greater certainty, non-members, excepting the McLeod Lake Indian Band, and Severalty Members cannot acquire or hold Member Only Interests.

## **24. Interests and Licences**

- 24.1 Council may, on behalf of the McLeod Lake Indian Band, grant, dispose of, transfer, renew or assign Interests and Licences in Community Lands.
- 24.2 Members-in-Common may grant, dispose of, transfer, renew or assign:
  - (a) to another Member-in-Common, a Member Only Interest;
  - (b) to any person or entity, an Interest other than a Member Only Interest; and
  - (c) to any person or entity, a License,but any such grant, disposition, transfer, renewal or assignment requires the consent of Council.
- 24.3 A non-Member may:
  - (a) grant, dispose of, transfer, renew or assign an Interest other than a Member Only Interest;
  - (b) grant, dispose of, transfer, renew or assign a Licence; and
  - (c) in the case of a leasehold Interest held by the non-Member, grant a subsidiary Interest or Licence, provided that the grant is permitted by the terms of the lease and the term of the grant does not exceed the duration of the lease,but any such grant, disposition, transfer, renewal or assignment requires the consent of Council.
- 24.4 Council may, in 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.

- 24.5 All Natural Resources in Lands belong to the McLeod Lake Indian Band.
- 24.6 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, but only with the consent of the relevant Member-in-Common.
- 24.7 Council may, by Band Council Resolution, delegate to the Land Management Committee or to the Land management office Council's authority to consent to the grant, disposition, transfer, renewal or assignment of Interests and Licences.

## **25. A to A Leasing**

- 25.1 Members-in-Common may lease Member Lands to themselves.

## **26. Limits on Mortgages and Seizure**

- 26.1 As provided in the *Framework Agreement*, the restrictions on seizure of reserve lands continue to apply on Community Lands and Member Lands.
- 26.2 A Member Only Interest may only be subject to a mortgage or charge in favour of the McLeod Lake Indian Band or another Member-in-Common.
- 26.3 The term of any mortgage or charge of a leasehold Interest shall not exceed the term of the lease.
- 26.4 A Member-in-Common's leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council and in accordance with approval requirements for charges or mortgages, if any, under a Land Law.
- 26.5 A non-Member's leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council and in accordance with approval requirements for charges or mortgages, if any, under a Land Law.

## **27. Mortgage Defaults**

- 27.1 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 by way of 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 under a Land Law;



- (c) the mortgage or charge was registered in the First Nation Lands Register; and
  - (d) Council received written notice of the default, subsequently had one hundred and ninety calendar days to redeem the mortgage or charge, and has not redeemed the mortgage or charge within that time.
- 27.2 If Council redeems a mortgage or charge with respect to a leasehold Interest within the prescribed time, the McLeod Lake Indian Band becomes the lessee of the land and takes the position of the mortgagor or chargor for all purposes after the date of redemption.
- 27.3 Council may waive its one hundred and ninety calendar day right of redemption for any mortgage or charge of a leasehold Interest.
- 27.4 Notwithstanding any other provision in this *Land Code*, if Council fails to exercise its right of redemption with respect to a leasehold Interest within the prescribed time, then the mortgagee or chargee may take possession of the leasehold Interest by way of foreclosure, power of sale or any other form of execution or seizure, 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.
- 27.5 Notwithstanding any other provision in this *Land Code*, if mortgagee or chargee takes possession of the leasehold Interest by way of foreclosure, power of sale or any other form of execution or seizure and subsequently transfers or assigns that leasehold Interest to a third party in accordance with this *Land Code*, neither the consent of Council nor any other approval required for a mortgage or charge under a Land Law is needed 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 is for the purpose of purchasing the leasehold Interest, or construction or repair of improvements on the Lands subject to the leasehold Interest; and
  - (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.

## **28. Wills and Estates**

- 28.1 The following persons are entitled to have their Interest registered in the First Nation Lands Register, provided that they are entitled to hold that Interest under this *Land Code*, Land Laws or a court order:
- (a) a Member-in-Common who receives an Interest under a will or estate;

- (b) a non-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.
- 28.2 A Land Law may establish required procedures and documents to register an Interest arising from wills and estates.

## PART XII

### RESIDENCY AND ACCESS

#### **29. Residency and Access Rights**

- 29.1 Land is not open to residence or access by any person, except to the extent provided for in this *Land Code* and any Land Laws.
- 29.2 Subject to any Land Laws, a Member-in-Common, their Spouse and minor children, as well as the Member-in-Common's invitees, have a right to reside on Lands for which that Member-in-Common has a Member Only Interest.
- 29.3 Subject to any Land Laws and any McLeod Lake Indian Band on-reserve rental housing policies, a Member, their Spouse and minor children, as well as the Member's invitees, have a right to reside on Lands for which that Member has an Interest or Licence, in accordance with the terms of that Interest or Licence.
- 29.4 Subject to any Land Laws, a non-Member, their Spouse and minor children, as well as the non-Member's invitees, have a right to reside on Lands for which that non-Member has an Interest or Licence, in accordance with the terms of that Interest or Licence.
- 29.5 Subject to any Land Laws, each of the following persons has a right of access on the following Lands:
- (a) a Member-in-Common, their Spouse and minor children, as well as the Member-in-Common's invitees, on Community Lands, on Lands for which that Member-in-Common has a Member Only Interest, and on Lands for which that Member-in-Common has a right to reside, or a right of use, under an Interest or Licence;
  - (b) a Severalty Member, their Spouse and minor children, as well as the Severalty Member's invitees, on Community Lands, and on Lands for which that Severalty Member has a right to reside or a right of use under a Licence;
  - (c) any other Interest or Licence holder not listed in paragraphs (a) and (b), their Spouse and minor children, as well as the other Interest or Licence holder's invitees, on Lands set out in their Interest or Licence, and on other Community

Lands to the extent necessary to access the Lands set out in the Interest or Licence, all in accordance with the terms of that Interest or Licence; and

- (d) peace officers and officials responding to natural disasters, emergencies, or urgent health and safety matters on Lands, or acting under federal, provincial or McLeod Lake Indian Band Land Laws.

29.6 Notwithstanding any other provision in this *Land Code*, Council:

- (a) may, by Band Council Resolution, impose temporary closures or access restrictions on 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.

29.7 Notwithstanding any other provision in this *Land Code*, Council may, in accordance with the principles of natural justice, revoke the access right of any person as provided for in this *Land Code* or in a Land Law, if the person poses a significant threat to the health, safety and well-being of Members or the Lands.

### **30. Trespass and Offences**

30.1 Any person who enters onto or stays on Lands:

- (a) without a right to reside on those Lands;
- (b) without a right of access on those Lands;
- (c) in violation of a Land Law; or
- (d) in violation of a temporary closure or restriction on access on those Lands,

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

30.2 Any person who commits an offence under this *Land Code* may be prosecuted in accordance with any applicable Land Law or Part XXVII of the *Criminal Code of Canada*.

30.3 Where a person is found guilty of an offence under this *Land Code* or any applicable Land Law relating to a right to reside on Lands, a right of access on Lands, or a 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.

30.4 All civil remedies for trespass are preserved.

- 30.5 A Land Law may establish limitations on the McLeod Lake Indian Band's liability in respect of Lands, and limitation periods for actions against the McLeod Lake Indian Band.
- 30.6 A right to reside or a right of access to Lands does not create any financial obligation on the part of the McLeod Lake Indian Band.

## **PART XIII**

### **ACCOUNTABILITY**

#### **31. Accountability**

- 31.1 Council, the Land Management Committee, the Land Management office and other McLeod Lake Indian Band staff with roles or responsibilities relating to Lands each have an obligation to:
- (a) carry out the duties attributed to them under this *Land Code*, Land Laws and the Land Use Plan; and
  - (b) comply with any requirements related to Lands, as set out in this *Land Code*, Land Laws and the Land Use Plan.
- 31.2 If it is suspected that Council, the Land Management Committee, the Land Management office or any other McLeod Lake Indian Band staff with roles and responsibilities relating to Lands has failed to carry out or comply with Lands-related duties or requirements, as prescribed in this *Land Code*, Land Laws or the Land Use Plan, then the McLeod Lake Indian Band or any Eligible Voter may refer the alleged failure to the Oversight Committee for a review in accordance with Part XIV of this *Land Code*.

## **PART XIV**

### **OVERSIGHT COMMITTEE**

#### **32. Establishment and Composition of Oversight Committee**

- 32.1 An Oversight Committee is hereby established for the purpose of:
- (a) reviewing referrals related to alleged failures to carry out duties or comply with requirements related to Lands, as prescribed in this *Land Code*, Land Laws or the Land Use Plan; and
  - (b) determining whether or not there has been such a failure to carry out or comply, and making recommendations related to remedying any such failure.

- 32.2 The Land Management Committee must, by majority vote, and following consultation with Members, appoint the Oversight Committee in accordance with this *Land Code*.
- 32.3 The Oversight Committee will consist of seven members, composed of the following:
- (a) six Eligible Voters; and
  - (b) one arms-length non-Member who has legal training, or other training conducive to carrying out adjudicative reviews.
- 32.4 Each member of the Oversight Committee may be appointed for a term of up to three years.
- 32.5 The Land Management Committee must establish terms of reference for the Oversight Committee, which may include additional eligibility requirements, remuneration and similar matters.
- 32.6 The members of the Oversight Committee shall carry out their duties in an impartial manner, and without bias or favor to any person.
- 32.7 Notwithstanding the referral of a matter to the Oversight Committee, all other civil or administrative remedies available at law in respect of the matter are preserved.

### **33. Oversight Committee Review, Procedures and Powers**

- 33.1 A referral in respect of an alleged failure to carry out or comply with Lands-related duties and requirements must be made by the McLeod Lake Indian Band or an Eligible Voter, as applicable:
- (a) within thirty days of the referring party becoming aware of the alleged failure to carry out or comply; and
  - (b) in accordance with any applicable policies or procedures.
- 33.2 On receipt of a referral regarding an alleged failure to carry out or comply, the Oversight Committee must provide to the subject of the referral:
- (a) notice, in writing, that the Oversight Committee is conducting a review, including the details of the allegations; and
  - (b) notice, in writing, of the opportunity to respond to the allegations, either in writing, orally at a meeting of the Oversight Committee or orally at a public hearing held by the Oversight Committee, as the Oversight Committee sees fit.
- 33.3 In carrying out a review under this section, the Oversight Committee may obtain information about the alleged failure to carry out or comply by doing any of the following:

- (a) interviewing or collecting information from the referring party or from any other relevant person with respect to the alleged failure to carry out or comply;
  - (b) consulting an expert regarding the alleged failure to carry out or comply;
  - (c) conducting a public hearing to receive and obtain information from any person and to make inquiries with respect to the alleged failure to carry out or comply; and
  - (d) collecting information and documentation by any other means the Oversight Committee deems appropriate in the circumstances.
- 33.4 If the subject of the referral does not, after receiving reasonable notice of the review, participate in the review, the Oversight Committee may proceed to conduct the review and issue an Accountability Report without their participation.
- 33.5 The Oversight Committee must conduct a review and issue an Accountability Report within sixty days of receipt of a referral.
- 33.6 The Lands Management Committee may establish policies and procedures regarding Oversight Committee reviews and related matters.
- 33.7 Subject to any policies or procedures established by the Land Management Committee, the Oversight Committee may establish procedures for its reviews and for the general conduct of its affairs.
- 33.8 The Oversight Committee may refuse to review a referral if, in the reasonable opinion of the Oversight Committee, the referral is frivolous, trivial, vexatious or not made in good faith.
- 33.9 After conducting a review under this section, the Oversight Committee must issue an Accountability Report, along with written reasons, which:
- (a) sets out the Oversight Committee's determination on whether or not there has been a failure to carry out or comply with any Lands-related duties or requirements, as prescribed in the *Land Code*, Land Laws or the Land Use Plan; and
  - (b) makes recommendations related to remedying any such failure and achieving compliance, including any steps or actions that should be taken, or any steps or actions that should cease.
- 33.10 The Land Management Committee must Publish an Accountability Report within five days of its issuance.

## PART XV

### DISPUTE RESOLUTION

#### 34. Dispute Resolution

- 34.1 Notwithstanding any other provision in this *Land Code*, Council may establish processes, or enact Land Laws, for the resolution of disputes in respect of any matter related to Lands.

## PART XVI

### OTHER MATTERS

#### 35. Enforcement

- 35.1 Any person who commits an offence under this *Land Code* is liable on summary conviction to:
- (a) fines, to a maximum of five thousand dollars or any higher amount set out in part XXVII of the *Criminal Code of Canada*;
  - (b) imprisonment of up to two years less a day;
  - (c) restitution;
  - (d) community service;
  - (e) means for achieving compliance through traditional, cultural or community healing justice measures;
  - (f) any other means for achieving compliance; or
  - (g) any combination of the above.
- 35.2 An officer, director, employee, or agent of an organization, corporation or other entity which commits an offence under this *Land Code* may be convicted of that same offence, whether or not the organization, corporation or other entity is convicted of the offence.

#### 36. Liability

- 36.1 Council must obtain and maintain the insurance coverage that Council considers appropriate to protect McLeod Lake Indian Band officers and employees from and against personal liability arising from the performance of their duties under this *Land Code*.

**37. Amendments to Land Code**

37.1 Council may, by Band 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 necessary to clarify the drafting of provisions of this *Land Code*; and
- (c) corrections, grammatical errors and typographical errors.

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

**38. In Force Date and Current Amendment**

38.1 This *Land Code*:

- (a) was first approved and ratified by Members at a vote held on November 27, 2002, and was later certified by the Verifier on February 27, 2003;
- (b) came into force on May 20, 2003; and
- (c) has been amended as set out herein on August 10, 2022, in accordance with section 46.1 of the *McLeod Lake Indian Band Land Code (2002)*, which amendments shall take effect immediately.