



Fort Nelson First Nation

Land Code

Date in Force: **Month, Day, Year**

This *Land Code* includes any amendments made from time to time. The dates of amendments, if any, will be noted in the relevant amended sections of this *Land Code*.

VERIFIED

AUG 16 2022

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FORT NELSON FIRST NATION LAND CODE**PREAMBLE**

Whereas Members of the Fort Nelson First Nation have lived on our traditional lands, including the Lands, within Treaty 8 territory since time immemorial, long before the arrival of settlers, during which time these land and waters have sustained us physically, culturally, and spiritually, such that we are part of the land and it is a part of us, and upon which lands we hunt, trap, fish and gather, just as our ancestors did;

Whereas we have a sacred relationship with our traditional lands, which relationship is based on respect for the spiritual value of the earth and all of its species (animals, birds, fish, insects, flowers, trees, grass, fungus), fire and the waters, all of which were placed thereon by the Creator in order to sustain us, and which traditional lands contain medicine, fruit gathering places, hunting areas, trapping areas, fishing areas, winter and summer home sites, burial sites, meditation sites and spiritual sites;

Whereas we, as a Nation, strive to work together in stewardship of our land, including by taking a central role in land and resource governance, with responsible development being of central importance, and further strive to create balance between our traditional cultural values and the economic use of our land and resources;

Whereas today, the Fort Nelson First Nation upholds the spirit and intent of our treaty, as well as the acknowledgments at Articles 25, 26, 29 and 32 of the *Declaration on the Rights of Indigenous People*, S.B.C. 2019, c. 44, by asserting our rights to our lands and resources and taking responsibility to ensure that our future generations are able to live their lives on our lands in a way that honours our ancestors and traditional ways of being;

Whereas we are determined to preserve this unique relationship which entrusts us to take care of the land, air, water, species and the ecosystem as a whole, and to protect and uphold our rights for future generations;

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

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

Whereas Canada has committed under the *Framework Agreement* to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner that is

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consistent with the Canadian Constitution, and the *Framework Agreement* further acknowledges that Canada's special relationship with First Nations will continue;

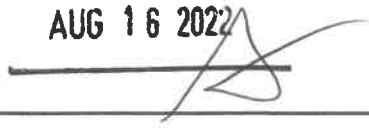
Whereas the Fort Nelson First Nation became a signatory to the *Framework Agreement* on May 4, 2016 and will govern and manage its reserve lands under this *Land Code*;

And Whereas the *Framework Agreement* is ratified by the Fort Nelson First Nation through community approval of this *Land Code*;

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

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PART I

FUNDAMENTAL RIGHTS

1. Fort Nelson First Nation's Land Rights

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

PART II

DEFINITIONS AND INTERPRETATION

2. Definitions

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

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

"Council" means the Chief and Council of the Fort Nelson First Nation;

"Council Resolution" means a resolution approved by a quorum of Council at a duly convened meeting;

"Chief Financial Officer" means the person who oversees and is responsible for the day-to-day management of the systems of financial administration of the Fort Nelson First Nation;

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

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“Executive Director” means the person who oversees and is responsible for leading the day-to-day administration and management of the Fort Nelson First Nation, and who reports directly to Council;

“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 this register;

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

“Individual Agreement” means the agreement between the Fort Nelson First Nation and Canada, entered into on [dd/mm/yyyy] in accordance with the provisions of the *Framework Agreement*, as amended from time to time;

“Interests” 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) First Nation title to the Land, including Aboriginal Title; or
- (b) a Licence;

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

“*Land Code*” means this *Fort Nelson First Nation Land Code*, as amended from time to time;

“Land Code Office” means the office that has the powers and duties of the ‘Land Code Office’, as expressly set out in this *Land Code* or as may be delegated to the Land Code Office by the Lands Director from time to time;

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

“Lands Director” means the person that oversees all Fort Nelson First Nation land-based activities and matters, including, for greater certainty, activities and matters within Lands and within Fort Nelson First Nation traditional territory;

“Land Laws” means:

- (a) this *Land Code*, as amended from time to time; and

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- (b) laws enacted under this *Land Code*, as amended from time to time, or where the context requires, laws proposed for enactment under this *Land Code*;

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

"Licence" means any right of use or occupation of Lands, but does not include a business licence, building permit or similar instrument;

"Member" means a person who is entered on the Fort Nelson First Nation membership list or who, in accordance with the Fort Nelson First Nation *Membership Code* (March 31, 2003), as amended from time to time, is entitled to be entered on that list;

"Member Lands" means Lands, other than Community Lands, that are held by Members or by the Fort Nelson First Nation under a Member Only Interest;

"Member Only Interest" means an Interest in Member Lands which:

- (a) can only be held by a Member or by the Fort Nelson First Nation;
- (b) may only be granted in accordance with this *Land Code* and the Land Law respecting Member Only Interests;
- (c) for greater certainty, cannot be granted until such a Land Law respecting Member Only Interests has been enacted in accordance with this *Land Code*;

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

"Publish" or "Publishing" means to make information available to Members by posting online and in the Fort Nelson First Nation administration offices;

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

"Vote" means a vote:

- (a) convened by the Land Code Office for purposes set out in this *Land Code*;
- (b) in which all Eligible Voters are entitled to participate; and
- (c) which is subject to the approval or authorization threshold set out in the 'Lands Meetings and Votes' Part of this *Land Code*; and

"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*.

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3. Interpretation

- 3.1 The Preamble may be used to interpret this *Land Code*.
- 3.2 Titles and headings in the *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 any other Land Law or by-law under the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.
- 3.6 Any reference to a court in this *Land Code* includes a justice of the peace appointed by the Fort Nelson First Nation with authority in respect of Land Laws.

PART III

LANDS

4. Description of Lands

- 4.1 Lands subject to this *Land Code* are the following reserves of the Fort Nelson First Nation:
- (a) Lands described in "Appendix G" of the Individual Agreement;
 - (b) Lands added to reserve after this *Land Code* comes into force; and
 - (c) Lands added to reserve through a land exchange in accordance with this *Land Code*.
- 4.2 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.

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PART IV

LAND AND NATURAL RESOURCES ADMINISTRATION

5. Land Code Office

- 5.1 Council may, by Council Resolution, delegate Land related authorities, other than enacting Land Laws, to the Lands Director.
- 5.2 The Lands Director will identify staff positions in the Land Code Office, including employees, contractors, volunteers or other persons considered to be Land Code Office staff, to implement the *Land Code* and Land Laws.
- 5.3 The Lands Director may do the following in respect of any Land Code Office staff position:
- (a) delegate Land related authorities, other than enacting Land Laws, to that staff position; and
 - (b) specify whether that staff position includes the authority to register Lands instruments in the First Nation Lands Register on behalf of the Fort Nelson First Nation.
- 5.4 Subject to the terms of any Council Resolution, the duties of the Land Code Office include:
- (a) developing draft Land Laws, if directed to do so by Council;
 - (b) advising Council, and the Lands Committee if applicable, 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 Fort Nelson First Nation's annual reports in respect of Land revenues and Land activities;
 - (g) if applicable, assisting the Lands Committee upon request; and
 - (h) managing and maintaining systems for Land administration, such as record keeping, data management, and the development of approved forms and procedures.
- 5.5 In carrying out its responsibilities, and if a Lands Committee has been established, the Land Code Office must consider any advice provided by the Lands Committee.

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6. Lands Committee

- 6.1 Council may, in accordance with the provisions of this *Land Code*, establish a Lands Committee.
- 6.2 Council must, by Council Resolution, appoint all of the members of the Lands Committee.
- 6.3 Members of the Lands Committee must be appointed to serve a three-year term, which term may be renewed by Council from time to time.
- 6.4 Council must ensure that there are always at least five members on the Lands Committee.
- 6.5 Council must, by Council Resolution, establish terms of reference for the Lands Committee regarding committee composition, eligibility, remuneration of members, and any similar matters.
- 6.6 In addition to carrying out the functions of the Lands Committee under this *Land Code*, the Lands Committee may advise Council and the Lands office on the following:
- (a) Land related matters, including the granting of Interests and Licences;
 - (b) Land use plans;
 - (c) Land related policies and Land Laws; and
 - (d) recommendations from Members and others regarding Lands and environment concerns and priorities.
- 6.7 Council may, by Council Resolution, delegate Land related authorities, other than enacting Land Laws, to the Lands Committee, including authority related to particular Land projects, developments or activities.
- 6.8 Council may terminate the appointment of any member of the Lands Committee who fails to:
- (a) attend three consecutive meetings of the Lands Committee without the approval of the chair of the Lands Committee;
 - (b) undertake their duties as a member of the Lands Committee under this *Land Code*; or
 - (c) comply with the terms of reference or any code of conduct for the Lands Committee.

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PART V**FORT NELSON LEGISLATION****7. Law-Making Powers**

- 7.1 Upon the coming into force of this *Land Code*, Council will have the power to make laws, in accordance with this *Land Code*, respecting the development, conservation, protection, management, use and possession of Lands and Interests and Licences in relation to those Lands, including laws on any matter necessary or ancillary to the making of laws in relation to Lands.
- 7.2 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.
- 7.4 For greater certainty, Council may, in accordance with this *Land Code*, enact Land Laws that reflect and embody the traditions and practices of the Fort Nelson First Nation.

8. Law-Making Procedure

- 8.1 The law-making procedure under this *Land Code* applies whenever a new Land Law is proposed, or an existing Land Law is to be 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 Code Office must obtain direction from Council before developing a draft Land Law.
- 8.4 Except where Council has decided to enact an emergency Land Law in accordance with this *Land Code*, the Land Code Office:
- (a) must consult with the Lands Committee, if applicable, regarding a draft Land Law and consider any input provided by the Lands Committee;
 - (b) must Publish a draft Land Law so that it is available for Member viewing until such time as a final decision is made in respect of that draft Land Law;
 - (c) must convene, in accordance with the requirements of this *Land Code*, one or more Lands Meetings to receive and consider any input regarding the draft Land Law;

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- (d) may provide to Members any other information related to a draft Land Law that the Land Code Office considers appropriate; and
 - (e) may adjust a draft Land Law that has been Published, after considering any input received in respect of that draft Land Law.
- 8.5 After the Land Code Office has finalized the development of a draft Land Law, the Land Code Office must present the draft Land Law to Council for consideration, and must include a summary of any input received from Members and from any Lands Committee.
- 8.6 After Council has received the draft Land Law from the Land Code Office, Council may:
 - (a) enact or reject the draft Land Law as presented by the Land Code Office;
 - (b) enact the draft Land Law after making minor amendments to it, such as changes to the title or headings, correcting typographical or grammatical errors, and minor changes to align it with other laws of the Fort Nelson First Nation;
 - (c) request that the Land Code 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 Code Office undertake further work on a draft Land Law, the Land Code Office must:
 - (a) in accordance with this *Land Code*, take the same steps as were followed for the first draft of the Land Law to obtain input from Members, and from any Lands Committee; and
 - (b) once input from Members and any Lands Committee has been received and considered, present a revised draft Land Law to Council for reconsideration.
- 8.8 A Land Law, other than this *Land Code*, is enacted if it is approved by a quorum of Council at a duly convened meeting.
- 8.9 All Land Laws, other than this *Land Code*, must be signed by a quorum of Council.
- 8.10 Land Laws come into force on the date of enactment or a later date specified in the Land Law.
- 8.11 Land Laws may include procedures for the repeal of those Land Laws.

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8.12 For greater certainty, and in addition to the other law-making procedures set out in this *Land Code*, a Vote is required to approve the enactment of:

- (a) a Land Law regarding expropriation; and
- (b) a Land Law respecting Member Only Interests.

9. Emergency Land Laws

- 9.1 If Council is of the opinion that a Land Law is urgently required in order to protect public health, safety, Lands or Members, Council may immediately enact an emergency Land Law without completing the law-making procedures otherwise required under this *Land Code*.
- 9.2 An emergency Land Law will expire one hundred and twenty (120) calendar days after its enactment, unless Council remains of the opinion that the matter is urgent and renews that emergency Land Law before it expires for a maximum additional one hundred and twenty (120) calendar days.
- 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 Fort Nelson First Nation 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; and
 - (b) previous versions of Land Laws no longer in force, whether those laws have been repealed or amended.
- 10.2 If Council intends to enact a Land Law related to family homes and matrimonial interests, Council must provide to the Attorney General of the Province of British Columbia notice of Council's intention, as well as a copy of that Land Law once it has been enacted.

PART VI

LANDS MEETINGS AND VOTES

11. Lands Meetings and Votes

- 11.1 The Land Code Office must hold a Lands Meeting:
- (a) whenever the Land Code Office is required, under this *Land Code*, to seek Member input on a draft Land Law;

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- (b) prior to holding a Vote required under this *Land Code*; and
- (c) prior to Council granting, transferring, assigning, renewing or extending easements, rights of way, permits or Licences in Lands for any type of utilities.

11.2 Notwithstanding any other provision in this *Land Code*, Eligible Voters must, by way of a Vote:

- (a) authorize Council to enact a draft Land Law regarding expropriation;
- (b) authorize Council to enact a draft Land Law respecting Member Only Interests;
- (c) approve of an amendment to a land use plan, excepting an amendment that is trivial, such as grammar corrections or minor improvements to clarify drafting;
- (d) approve of a voluntary exchange of Lands;
- (e) approve of any substantive amendments to this *Land Code*;
- (f) authorize Council to grant, transfer, assign, renew or extend a Licence in respect of non-renewable Natural Resources in or on Lands for a term exceeding five (5) years, excepting that a Vote under this paragraph (f) is not required for the grant of a Licence to Dene Gravel Pits GP Ltd. for the extraction of sand and gravel on Lots 188 and 189, IR No. 2, if that Licence is granted within two (2) years of this *Land Code* coming into force;
- (g) authorize Council to grant, transfer, assign, renew or extend a Licence in respect of water on Lands, other than those which only provide services to the Fort Nelson First Nation or Members;
- (h) in the case of Community Lands, authorize Council to grant, renew or extend an Interest or a Licence, if the total term of the Interest or Licence, including any renewal or extension thereof, exceeds twenty five (25) years, excepting that a Vote under this paragraph (h) is not required to grant, renew or extend 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 to grant, transfer, assign, 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 (75) years, excepting that a Vote under this paragraph (i) is not required:

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- i. to grant, transfer or assign an Interest or Licence to a Member's child or Spouse in accordance with the Land Law respecting Member Only Interests and any other applicable law; or
 - ii. to grant, renew or extend a mortgage or charge where the associated mortgagee or chargee qualifies as an approved lender for Canada Mortgage and Housing Corporation insured mortgages; and
 - (j) approve of any Land related matter, or authorize the enactment of any proposed Land Law, in circumstances where Council has a conflict of interest and a Vote is prescribed under this *Land Code*.
- 11.3 For the purpose 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, step-child or Spouse; or
 - (d) a similar closely related person or entity.
- 11.4 Subject to any Land Law increasing the participation or approval threshold, a matter that is subject to a Vote will be considered approved or authorized if a majority of participating Eligible Voters cast a ballot in favour of the matter.
- 11.5 Council may, by Council Resolution, require that a Vote be held to approve or authorize any Land related matter for which a Vote is not already expressly required.
- 11.6 For the purposes of a Lands Meeting or Vote, the Land Code Office must maintain an up-to-date list of Members and Eligible Voters, including their addresses or other contact information.
- 11.7 The Land Code Office must provide Members notice of a Lands Meeting, and must provide Eligible Voters with notice of a Vote, by:
- (a) Publishing the notice; and
 - (b) contacting the Member or Eligible Voter by mail, or alternatively contacting them by email if authorized to do so.
- 11.8 The Land Code Office must provide notice of a Lands Meeting or Vote at least fourteen (14) calendar days in advance of the Lands Meeting or Vote.

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11.9 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) indicate the participation and approval threshold for a Vote;
- (c) 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;
- (d) indicate whether participation in a Lands Meeting by non-Members is allowed; and
- (e) set out the methods of participation or voting, including by telephone, online, in-person, mail-in ballot or any combination of these methods.

11.10 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.

11.11 Any person who interferes with a Vote under this section is guilty of an offence and is liable on summary conviction to the penalties provided for under this *Land Code*.**PART VII****PROTECTION OF LAND****12. Expropriation****12.1 The Fort Nelson First Nation may only expropriate an Interest or Licence if:**

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

13. Voluntary Exchange of Lands**13.1 Lands may only be exchanged for new lands, and those new lands will become Lands subject to this *Land Code*.**

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

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

PART VIII

CONFLICTS OF INTEREST

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 Fort Nelson First Nation;
- (c) members of a board, committee or other body established by the Fort Nelson First Nation;
- (d) any person appointed in a dispute resolution process involving the Fort Nelson First Nation; and
- (e) 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 of this *Land Code* continue to apply for eighteen (18) months after a person ceases to hold their position or contract with the Fort Nelson First Nation.

14.4 A person who has a conflict of interest related to Lands must:

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- (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, due to a conflict of interest, Council is unable to act or vote in respect of a matter related to Lands, or is unable to enact a proposed Land Law, Council must refer that matter or the proposed Land Law to the Members for a Vote.
- 14.7 A question regarding a potential conflict of interest may be referred to dispute resolution under a Land Law or under a Fort Nelson First Nation policy or procedure, 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 Laws.
- 15. Accountability for Conflicts of Interest**
- 15.1 A person fails to meet the conflict of interest obligations under this *Land Code* if the person:
 - (a) fails to declare a conflict of interest;
 - (b) provides incomplete or misleading information regarding a conflict of interest;
 - (c) improperly participates in a decision where there is a conflict of interest; or
 - (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 Fort Nelson First Nation or an Eligible Voter may apply to a court for any of the following:
 - (a) an order that the person pay to the Fort Nelson First Nation an amount equal to the total funds received as a result of the conflict of interest;
 - (b) an award of damages;
 - (c) an order that the person no longer hold any office, employment or any other position with the Fort Nelson First Nation, for such period as the court considers appropriate;

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- (d) any other remedy the court considers appropriate; and
- (e) any combination of the above.

15.3 If a person fails to meet the conflict of interest obligations under this *Land Code*, Council may, by majority vote, decide that the person is subject to any of the following:

- (a) removal from Council;
- (b) termination as an employee or contractor;
- (c) removal from any board, committee or other body established by the Fort Nelson First Nation;
- (d) removal from any dispute resolution process involving the Fort Nelson First Nation; or
- (e) disqualification from holding office, employment or any other position with the Fort Nelson First Nation, for any time period Council deems appropriate,

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

PART IX

Financial Management

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 it is inconsistent with any Fort Nelson First Nation financial administration law enacted by the Fort Nelson First Nation under the *First Nations Fiscal Management Act*.
- 16.3 The fiscal year of the Fort Nelson First Nation ends at midnight on March 31st of each year.
- 16.4 Council must ensure that one or more Fort Nelson First Nation accounts are maintained at an accredited bank or financial institution, into which Lands revenues must be deposited.
- 16.5 The Chief Financial Officer, or any person authorized by the Chief Financial Officer, must deposit into the Fort Nelson First Nation accounts all Lands revenues, other than taxes received by the Fort Nelson First Nation, including:

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- (a) capital and revenue monies, and any other transfer payments received from Canada;
- (b) moneys received by the Fort Nelson First Nation from Interests or Licences; and
- (c) fees, fines, charges and other monies collected by the Fort Nelson First Nation in respect of Lands, including under any Land Laws,

but any such deposits must be marked or coded so as to clearly identify Lands revenues versus other revenues in the accounts.

16.6 The following persons are signing officers with authority to sign cheques and approve the transfer of Fort Nelson First Nation funds:

- (a) each member of Council; and
- (b) the Executive Director.

16.7 No cheque is valid unless it is signed by at least:

- (a) one member of Council; and
- (b) the Executive Director.

16.8 No other transfer of Fort Nelson First Nation funds is valid unless it is approved in writing by at least:

- (a) one member of Council; and
- (b) the Executive Director.

16.9 Notwithstanding any other provision in this *Land Code*, the Executive Director may, as necessary from time to time, delegate their authority to sign cheques or approve the transfer of Fort Nelson First Nation funds, but such delegation must be evidenced in writing and signed by the Executive Director.

16.10 A signing officer must not, in relation to Fort Nelson First Nation funds, sign cheques, or carry out other transfers to themselves or to any entity in which they have an ownership interest or are a director.

16.11 A person ceases to be a signing officer if the person ceases to be on Council or ceases employment with the Fort Nelson First Nation.

16.12 Council may establish limits on the authority of signing officers, including:

- (a) the maximum dollar amount of signing authority; and

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- (b) conflict of interest rules applicable to signing cheques or transfers of funds.

16.13 Council may, by Council Resolution:

- (a) establish security screening and training processes for signing officers; and
- (b) periodically review and revise security screening and training processes.

16.14 Council will adopt an annual Lands budget for each fiscal year, which budget will address all revenues and expenditures relating to Lands.

16.15 Council will attempt to adopt the annual Lands budget prior to the start of each fiscal year, or as early as possible within the fiscal year.

16.16 Until Council adopts the annual Lands budget, the Lands budget for the previous fiscal year, including any supplementary Lands budgets, will continue to apply.

16.17 During a fiscal year, Council may adopt one or more supplementary Lands budgets for that fiscal year.

16.18 After adopting an annual Lands budget or supplementary budget, Council must Publish the budget or direct the Land Code Office to Publish the budget.

16.19 No person or body shall spend moneys, or make financial commitments, related to Lands unless the spending or commitments are authorized under a Lands budget.

16.20 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 is liable on summary conviction to the penalties provided for under this *Land Code*.

16.21 The Fort Nelson First Nation must keep financial records in relation to Lands in accordance with generally accepted accounting principles.

16.22 The Fort Nelson First Nation must prepare and Publish the annual audited financial statements in relation to Lands within one hundred and eighty (180) days of the end of the fiscal year.

16.23 Annual audited financial statements in relation to Lands may be included in consolidated audited financial statements of the Fort Nelson First Nation, provided that Members can obtain information regarding Lands expenditures and revenues in those consolidated statements.

16.24 Council must, by Council Resolution, appoint a duly accredited auditor for the purpose of:

- (a) preparing the annual audited financial statements required under this *Land Code*; and

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- (b) preparing any other audit that may be required by the Fort Nelson First Nation.
- 16.25 Council must ensure that the remuneration paid to an auditor for the preparation of Fort Nelson First Nation audited financial statements is disclosed within the annual audited financial statements.
- 16.26 The auditor may, at all reasonable times, inspect any Fort Nelson First Nation financial records, including those relating to Lands.
- 16.27 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*.
- 16.28 Any person who:
- (a) impedes or obstructs an auditor from exercising a right to inspect Fort Nelson First Nation financial records, or
 - (b) fails to give reasonable assistance to an auditor exercising a right to inspect Fort Nelson First Nation financial records,

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

17. Annual Report

- 17.1 The Land Code Office must prepare and Publish an annual report on Lands governance within one hundred and twenty (120) days of the end of each fiscal year.
- 17.2 The annual report must include:
- (a) a summary of Lands governance activities;
 - (b) a copy and explanation of the annual audited financial statements as it applies to Lands; and
 - (c) any other matters, as may be directed by Council.

PART X

INTERESTS AND LICENCES IN LAND

18. Registration of Interests and Licences

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

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

18.2 No person shall register in the First Nation Lands Register any 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.

19. Existing Interests

- 19.1 Any Interest or Licence that existed when this *Land Code* came into force must continue in force in accordance with its terms and conditions.
- 19.2 The Fort Nelson First Nation is not liable for any decrease in value, or any impact on the use, of an Interest or Licence arising from any exercise of authority under this *Land Code* or Land Laws.
- 19.3 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 to all Interests or Licences granted after this *Land Code* came into force.
- 19.4 Council may establish a policy regarding the identification and governance of unregistered and traditional land holdings, and may consider advice provided by the Land Code Office or any Lands Committee.

20. Member Only Interests

- 20.1 Council may grant Member Only Interests to Members, but only if:
- (a) a Land Law respecting Member Only Interests has been approved by Vote and enacted by Council, in accordance with this *Land Code*;
 - (b) all requirements set out in that Land Law regarding the granting of such Member Only Interests have been met; and
 - (c) all other requirements of this *Land Code* have been met.
- 20.2 The Land Law related to Member Only Interests may address matters such as:

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- (a) the rights, restrictions and conditions associated with Member Only Interests;
- (b) the acquisition of Member Only Interests by Members; and
- (c) the acquisition of Member Only Interests by the Fort Nelson First Nation.

- 20.3 Council may, in addition to enacting a Land Law respecting Member Only Interests, establish policies and procedures related to Member Only Interests.
- 20.4 Council must consider any advice provided by the Land Code Office and any Lands Committee regarding the proposed Land Law respecting Member Only Interests and any related policies or procedures.
- 20.5 For greater certainty, Non-Members, other than the Fort Nelson First Nation, cannot acquire a Member Only Interest.

21. Interests and Licences

- 21.1 Council may, on behalf of the Fort Nelson First Nation, grant, dispose of, transfer, renew or assign Interests and Licences in Community Lands.
- 21.2 A Member may grant, dispose of, transfer, renew, or assign:
- (a) to another Member, 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 written consent of Council.
- 21.3 A non-Member may:
- (a) grant, dispose of, transfer, renew or assign an Interest, except for a Member Only Interest;
 - (b) grant, dispose of, transfer, renew or assign a Licence; and
 - (c) in the case of a lease, grant a sub-lease, easement, permit or Licence, provided that the grant is permitted by the terms of the lease and the term of the grant does not exceed the duration of the lease,
- but any such grant, disposition, transfer, renewal or assignment requires the written consent of Council.

- 21.4 Council may, in its sole discretion, waive the requirement of written 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.

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- 21.5 Members may lease Member Lands to themselves.
- 21.6 All Natural Resources in Lands belong to the Fort Nelson First Nation.
- 21.7 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.
- 21.8 Council may, by Council Resolution, delegate to the Land Code Office, or to the Lands Committee if applicable, Council's authority to consent to the grant, disposition, transfer, renewal or assignment of Interests and Licences.
- 22. Limits on Mortgages and Seizure**
- 22.1 As provided in the *Framework Agreement*, the restrictions on seizure of reserve lands continue to apply on Lands.
- 22.2 The term of any mortgage or charge of a leasehold Interest shall not exceed the term of the lease.
- 22.3 A Member Only Interest may only be subject to a mortgage or charge in favour of the Fort Nelson First Nation or another Member.
- 22.4 A 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 mortgages or charges, if any, under a Land Law.
- 22.5 A leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council and in accordance with approval requirements for mortgages or charges, if any, under a Land Law.
- 22.6 In the event of a 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;
 - (b) the mortgage or charge received approval, if required under any Land Law;
 - (c) the mortgage or charge was registered in the First Nation Lands Register; and

- (d) Council has had written notice of the default, has had one hundred and ninety (190) calendar days to redeem the mortgage or charge, and Council has not redeemed that mortgage or charge within that time.
- 22.7 If Council redeems a mortgage or charge with respect to a leasehold Interest within the prescribed time, Fort Nelson First Nation becomes the lessee of the land and takes the position of the mortgagor or chargor for all purposes after the date of redemption.
- 22.8 Council may waive its one hundred and ninety (190) calendar day right of redemption for any mortgage or charge of a leasehold Interest.
- 22.9 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 leasehold Interest to a third party, without the consent of Council and without any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.
- 22.10 Notwithstanding any other provision in this *Land Code*, if a mortgagee or chargee takes possession of a 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 requirement 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 (60) 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 for 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.

23. Wills and Estates

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

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- (a) a Member who receives an Interest under a will or estate;
- (b) a non-Member or Member who receives a leasehold Interest under a will or estate; and
- (c) a person who holds an Interest on behalf of a minor or a mentally incompetent person.

23.2 A Land Law may establish required procedures and documents to register an Interest arising from wills and estates.

PART XI

RESIDENCY AND ACCESS

24. Residency and Access Rights

- 24.1 Land is not open to residency or access by any person, except to the extent provided for in this *Land Code* and any Land Laws.
- 24.2 Subject to any Land Laws, a Member, their Spouse and children, as well as the Member's invitees, each have a right to reside on Member Lands for which that Member has a Member Only Interest.
- 24.3 Subject to any Land Laws, Members and Non-Members have a right to reside on Lands set out in an Interest or Licence, in accordance with the terms of that Interest or Licence.
- 24.4 Subject to any Land Laws, the following persons have a right of access on the following Lands:
- (a) a Member, their Spouse and children, as well as the Member's invitees, on Community Lands, on Member Lands for which that Member has a Member Only Interest and on Lands for which that Member has a right to reside, or a right of use, under an Interest or License; and
 - (b) Interest holders or Licence holders and their invitees, on Lands set out in that Interest or Licence and on other Community Lands to the extent necessary to access those Lands set out in the Interest or Licence, all in accordance with the terms of that Interest or Licence; and
 - (c) peace officers and officials on Lands, where responding to natural disasters, emergencies or urgent health and safety matters on Lands, or where acting under federal, provincial or Fort Nelson First Nation law.
- 24.5 Notwithstanding any other provision in this *Land Code*, Council:

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- (a) may, by Council Resolution, impose a temporary closure or restriction on access to any Lands in order to protect those Lands, or to protect health, safety, environment or cultural assets; and
- (b) must Publish notice of that closure or those restrictions.

25. Trespass and Offences

25.1 Any person who enters onto, or stays on, Lands:

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

25.2 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.

25.3 All civil remedies for trespass are preserved.

25.4 A Land Law may establish limitations on the Fort Nelson First Nation's liability in respect of Lands, and limitation periods for actions against the Fort Nelson First Nation.

25.5 A right to reside or a right of access in respect of Lands does not create any financial obligation on the part of the Fort Nelson First Nation.

PART XII

DISPUTE RESOLUTION

26. Disputes

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

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PART XIII
OTHER MATTERS

27. Enforcement

- 27.1 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 (2) 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.
- 27.2 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.

28. Liability

- 28.1 Council must obtain and maintain the insurance coverage that Council considers appropriate to protect Fort Nelson First Nation officers and employees from and against personal liability arising from the performance of their duties under this *Land Code*.

29. Amendments to Land Code

- 29.1 Council may, by Council Resolution, make amendments to this *Land Code* that do not change the substance of this *Land Code*, including:
- (a) changes in this *Land Code* required to address inconsistencies with the *Framework Agreement*;
 - (b) minor improvements necessary to clarify the drafting of provisions of this *Land Code*; and
 - (c) corrections of grammatical and typographical errors.

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

30. Commencement

30.1 This *Land Code* has been approved by a Vote held on the _____ day of _____, 2022.

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

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