



Implementation Document

Parts I & II

Course Workbook



 **FIRST NATIONS
LAND MANAGEMENT
RESOURCE CENTRE**

 **Training, Mentorship &
Professional Development**

Last updated: 2015

Implementation Document for Parts I & II of the Framework Agreement

Welcome

This courselet is designed to be a follow-up to the "Introduction to the Developmental Phase" courselet. Once a First Nation (FN) becomes a signatory to the [Framework Agreement](#) on First Nation Land Management (Framework Agreement) they are now considered to be in the Developmental Phase. All courselets mentioned in this courselet can be viewed on the Lands Advisory Board (LAB) [website](#).

One of the first parts of the Developmental Phase is to sign an Implementation Document of Parts I & II of the Framework Agreement (ID) with Canada and the Lands Advisory Board Resource Centre (LABRC). It is through Canada and the ID (Annex C) that the LABRC will provide funding for a FN to complete all Of the components Of the [Development Phase](#).

This courselet shall provide information such as detailed steps, samples, templates and tips on:

- What the ID ([English](#)) is
- What each of the ID ([French](#)) activities are in the suggested timeline
- What the responsibilities are for each party in completing the activities

NOTE: Materials/information provided is current to the date of the courselet. The samples found in this courselet have only been provided as an aid to the FN and may need to be changed to reflect the uniqueness of each FNs needs and circumstances. Click "Resources" (in upper right corner) for:

- Acronym List
- Glossary of Terms

Courselet Organization

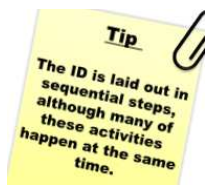
This courselet is organized as follows:

- What is the ID
- What is the role of the LABRC in the ID process;
- ID Activities by Quarter:
 - All of the activities that are included in the ID agreement are organized in 8 Quarters.
 - Selecting a Quarter will reveal all of its activities and includes the suggested approach to completing it. Any samples, templates or other documents that may be of use in the completion of this activity are also found here.
- After Quarter 8 - Next Steps;
- Summary

What is the ID?

The ID is a planning document that identifies the respective activities of each of the FN and Canada to facilitate a cooperative and coordinated effort and identifies the steps required to reach a Land Code (LC) and [Individual Agreement](#) vote.

The aim of the ID is to ensure that the Developmental Phase is completed within a 2 year timeframe.



The ID includes:

- Activities of the parties (Annex B) and their agreement to fulfill their respective roles, responsibilities and activities within a 24 month timeframe
- Developmental budget (Annex C) which sets out the financial allocation for each activity and the quarterly cash flow
- Accountability reporting requirements for the FN that are to be done quarterly
- Extension and termination requirements of the ID and its effective date

ID Activities by Quarter

LABRC staff are here to help your FN (upon request) in all of the activities outlined in the ID.

Many of the ID activities are focused on the completion Of three technical documents, including:

1. Land Code
2. Individual Agreement
 - Phase 1 ESA
 - Land Description Report
 - Outstanding Issues Workplan
3. Community Ratification Process (CRP)



A major component of the ID also includes Community engagement as it is essential for the Community to develop an understanding of these three documents so that the Community is fully informed in order to vote.

Your FN will receive a set amount of funding to complete the ID activities. Your FN may choose to supplement this funding as it deems necessary.

Quarter one Activities

Quarter One Activities

1. [FN appoints representative](#)
2. [FN reviews Model LCs](#)
3. [FN reviews Model CRP](#)
4. [Locate Eligible Voters \(EVs\)](#)
5. [AANDC develops a workplan to prepare the Individual agreement](#)
6. [NRCan research and preparation of land description report](#)
7. [Environmental Site Assessment](#)
8. [FN Advises AANDC on environmental Problems](#)
9. [Phase I ESA, if required](#)
10. [FN & Parties set up future meetings](#)
11. [FN and LABRC discuss selection of Verifier](#)

Quarter 1 Step 1

Activity

Hire LC Coordinator to ensure the LC and various requirements of the developmental phase are completed in a timely and diligent fashion.

TIP: [LC Coordinator's training](#)

Suggestions

- Follow your FN employee policies/ procedures to hire any new staff.
- You can also appoint an existing staff member as the point person or hire a person to coordinate. If you have the resources to hire a good LC Coordinator it is a worthwhile investment.
- The need for a LC Assistant/Clerk is based on the complexity of your FN (capacity of FN, demographics; location; land issues, budget etc.).



Quarter I — Administration Activities

Budget

Using the expenditure categories outlined in the ID, develop your own budget that determines how you are going to spend these funds according to your workplan.

- See [Sample Budget Cash Flow](#)
- The RC can assist with the creation of developmental budgets

Reporting and Claim for Payment

- Use the "[FNLM Developmental Activity Report and Claim for Payment](#)" template
- Completed deliverables for a given quarter may be submitted at any time on the LABRC website
- Should a FN complete subsequent quarterly deliverables at an accelerated rate, the LABRC will provide funding for those deliverables as it is received from AANDC.

Building your Network

- Create linkages with Budgeting, Finance, Housing departments within your FN.
- Working with Chief & Council to establish and build support.

Office Set Up

- Setting up filing system, purchasing equipment and getting office operational.

Quarter 1- Other Tips

Ratification Officer

You should be thinking about contacting and potentially appointing a RO so that they can develop their workplan and take into consideration your timeframe. Although it is Step 54 we recommend you start sooner. The LABRC can provide a list of ROS.

For more information on RO see the series of "Community Ratification Process" courselets and the RO video

Communications Strategy

- You should be starting to draft your Communications Strategy early on in the process to ensure you are meeting the requirements in the CRP.
- If your FN has a Communication Office, connecting with them early on in the process will help you to ensure the communications requirements of the CRP.
- There are a variety of education and outreach strategies that can be considered as you build your communications strategy.

Quarter 1 Step 2

Activity

FN Reviews model LC template and LCs by other FNs.

Suggestions

- To save costs your FN may want to use the LABRC LC template and review other FN LCs on the LABRC website as a starting point.
- Work with your appointed LABRC Technician as they are very familiar with the templates and other FN LCs. They may be able to point you to a FN's LC that has similar needs (e.g. Urban, rural, a lot of economic development, traditional lands, etc.)



Quarter 1 Step 3

Activity

FN reviews the LABRC model template of CRP & the CRPs done by other FNs

For general information see the "Introduction to CRP" courselet

Suggestions

Review the following CRPs and with the aid of the LABRC Technician identify which CRP is best suited for your FN:

- Registered CRP
- Unregistered CRP
- Group CRP

For in-depth information on the above CRPs see "Options for Community Approval Process" courselet.

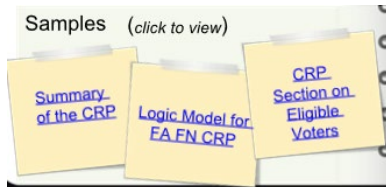


Quarter 1 Step 4

Activity

FN prepares strategy to locate & inform Eligible Voters (EVs), on & off reserve.

See "Pre-vote Procedures under the CRP" courselet for more information on the Voters list.



Suggestions

- Review CRP details on EVs.
- Contact Membership Clerk in FN for EVs list. Discuss any issues in obtaining the list with LABRC Technician.
- Ensure EVs list remains up to date by including: all recently deceased members and members who have recently turned of age.
- This EVs list will also be used in the development of the communications strategy.

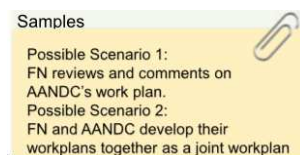
NOTE: If you are a Section 11 band then you may have difficulty accessing the list because AANDC will not release it until there is a RO appointed. Signing a confidentiality agreement may suffice but will need to discuss this with your regional AANDC representative. Alternatively, a letter from Chief and Council to AANDC requesting the eligible voter list with last known addresses for the purposes of informed consent under the *Framework Agreement* has been known to suffice in many other instances

Quarter 1 Step 5

Activity

AANDC develops a work plan to prepare the Individual Agreement.

The draft of the Individual Agreement is a national template. It is important that the LC Coordinator become familiar with this document and its sections prior to getting the details as this document from AANDC may come quite late in the process.



Suggestions

The Individual Agreement is a sectoral self-government agreement. It outlines the specifics of transfer of land governance from Canada to the FN. For more information go to the "Individual Agreement" courselet on the LAB Website

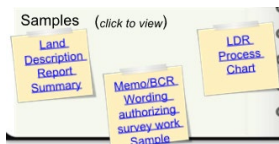
The reference to the land description contained in the Individual Agreement and the LC should be the same, and should reference the Canada Lands Surveys Records (CLSR) number assigned to the Land Description Report (LDR).



Quarter 1 Step 6

Activity

NRCan begins research process and starts preparation of LDR.



Suggestions

The FN corresponds with AANDC and NRCan on:

- LDR process
- The requirement for a survey to prepare the LDR

If a survey is required a FN should know the roles and process steps for:

- [Official Plan \(Interior Boundaries\)](#)
- [Official Plan \(Exterior Boundaries\)](#)
- [Administrative Plan](#)

The FN needs to provide permission for a surveyor to access the reserve lands. Most of the surveys will be contracted and managed through the LABRC.

Feel free to contact your LAB Technician to obtain status and/or any other information regarding surveys. For more information on the LDR go to the ["Individual Agreement"](#) courselet.

Quarter 1 Step 7

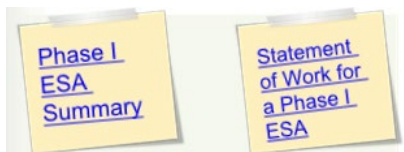
Activity

AANDC discusses with FN the need for an ESA



Suggestions

- A FN should ensure there is adequate funds provided by AANDC to carry out a Phase I ESA, if it required
- LC Coordinator should ensure that the FN has the most current "Statement of Work for a Phase I ESA for First Nations" template document
- For further information on the Phase I ESA go to the "Environmental Site Assessment" courselet, if it is required.



Quarter 1 Step 8

Activity

FN advises AANDC of any known "actual or potential environmental problems/issues" on their reserve lands



Samples

Regarding Section 6.3(b) of the [Framework Agreement](#) – Canada provides information to ESA Phase I Qualified Environmental Assessor

Suggestions

For the LC Coordinator to ensure any known issues are brought forward the following could be done:

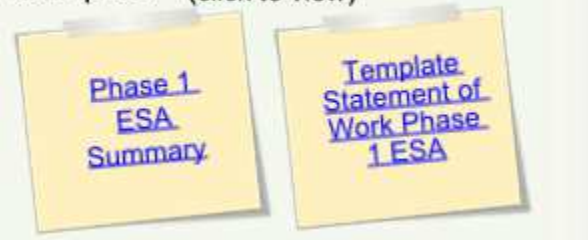
- Have [community meetings](#) to make sure any problems/issues are brought forward
- Liaison with Council on the process
- Locate any previous screenings etc., done and provide in a timely manner to the firm
- Ensure the AANDC Regional Office provides all environmental information in their possession

Quarter 1 Step 9

Activity

The FN, if it requires a Phase 1 ESA, and it wants to contract directly with the environmental firm it can. In that case AANDC will send the appropriate funding to the FN.

Samples (click to view)



Suggestions

FN and Canada will meet to discuss if the FN requires a Phase I ESA and if required AANDC will fund the work.

There may be reasons why a FN does not require an ESA.

Sometimes ESAs have been completed for other reasons that are already complete and not stale dated (more than 5 years). In this instance, ESAs under this process may not be required.

See the ESA courselet for more information on a Phase I ESA.

AANDC manages a list of pre-qualified firms. However, the FN can suggest the firm they would prefer to conduct the ESA but need to ensure that the firm has the capacity to do the work. The FN generally manages the contract with the firm.

Quarter 1 Step 10

Activity

FN coordinates a conference call with the Parties to arrange a future meeting & their respective presentations

Sample: [FN work plan sample](#)

Suggestions

FN should be prepared to present their 24 month workplan which should be based on the ID then identify main activities and sub- activities required to support them

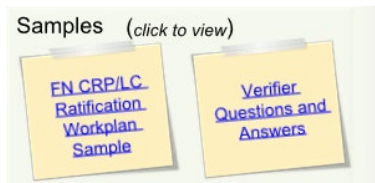
- Scenario 1: Choose a vote date and work backwards to ensure activities are completed when required to support the vote
- Scenario 2: Use the ID to map Out the dates and deadlines

Canada should be prepared to present their workplan

Quarter 1 Step 11

Activity

FN discusses with LABRC the selection of a Verifier from the list of pre-approved Verifiers



Suggestions

- The Verifier should be appointed early in the Developmental Phase.
- LABRC Technician provides a list of independent Verifiers to FN.
- FN should make sure that a Verifier is available during the FNs CRP timeline
- For more information on the Verifier see the Verifier video .



Quarter Two

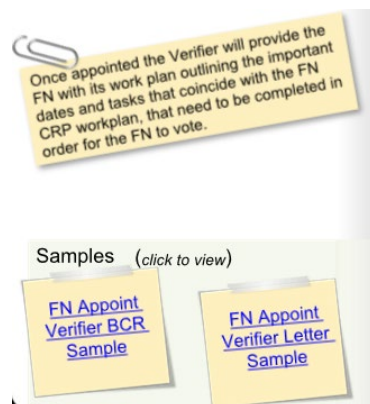
Quarter Two Activities

12. [FN advises its Verifier selection](#)
13. [FN, AANDC & NRCan discuss Individual Agreement](#)
14. [Meeting of all Parties on their respective activities](#)
15. [Indian Act interests and other information](#)
16. [FN responds to the list of Indian Act interests](#)
17. [Discussion on level of Operational funding](#)
18. [Revenue Monies](#)
19. [FN & NRCan discuss changes to schedule and preparation of the LDR](#)

Quarter 2 Step 12

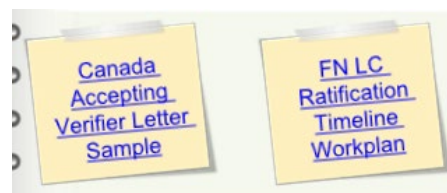
Activity

FN advises LABRC and AANDC of verifier selection



Suggestions

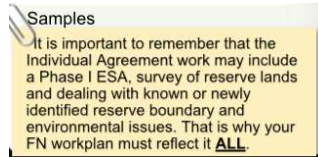
- Council may appoint Verifier by Band Council Resolution (BCR). Unusually the Verifier has already confirmed they are available.
- FN sends letter to Canada with their suggested independent Verifier.
- Canada will confirm Verifier by letter
- Land Manager informs Verifier Of their appointment



Quarter 2 Step 13

Activity

FN begins discussion with AANDC & NRCAN on the process & anticipated timing for completing the Individual Agreement



Suggestions

The anticipated timing for completing the Individual Agreement will have to take into consideration such things as:

- Weather conditions and the ability to start a Phase I ESA on reserve lands within the ID timelines
- The ability of the surveyor to access reserve lands to conduct the survey
- The ability of the Party to deal with any survey or boundary related issues or other outstanding issues and/or environmental problems

Click on Individual Agreement courselet for more information on "Outstanding Issues"



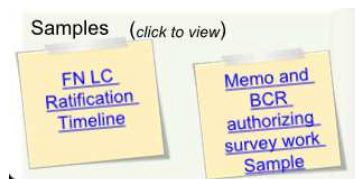
Quarter 2 Step 14

Activity

FN hosts meeting of all Parties to discuss their respective activities

NRCAN discusses any issues arising from the Research Report, proposed Surveys (including access to reserve lands) & schedule to prepare LDR. If a survey is required:

- FN should provide their permission authorizing the surveyor access to its reserve(s)
- FN/ LABRC should have confirmed which surveyor(s) to contact



Suggestions

- This meeting may include FN, AANDC, LABRC, Verifier and NRCAN
- Each parties workplan should coincide with the others

- The issues arising from the Research Report may include the ability of the Party to deal with any discrepancies of survey or boundary related issues or Other outstanding issues

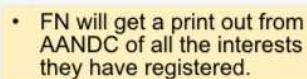
Quarter 2 Step 15

Activity

AANDC provides to FN the current list of Indian Act interests & other information held by Canada as per 6.3 (c) of Framework Agreement.

Suggestions

- LC Coordinator should request this information as soon as possible
- Work with AANDC to ensure all of the information that Canada is holding is provided to the FN
- If there are any problems with accessing this list of *Indian Act* interests and other information held by Canada, then the FN should request assistance from the LAB.

- 
- FN will get a print out from AANDC of all the interests they have registered.

Quarter 2 Step 16

Activity

FN responds to AANDC on their list of "interests or land rights & licences" in the FN reserve lands

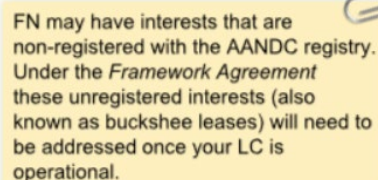
Samples [\(click to view\)](#)



Buckshee
Leasing vs
Registered
Leases

Suggestions

- The LC Coordinator will need to compare the AANDC registered interests list with the FN's own registered interests list. Any discrepancies between the two may become a part of the Outstanding Issues List.
- Ensure all registered interests have been accounted for, if not, include any discrepancies in your response to AANDC

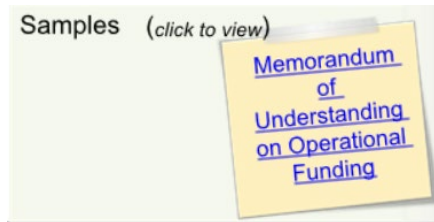


FN may have interests that are non-registered with the AANDC registry. Under the *Framework Agreement* these unregistered interests (also known as buckshee leases) will need to be addressed once your LC is operational.

Quarter 2 step 17

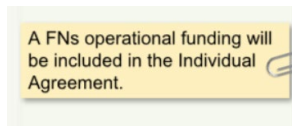
Activity

AANDC & LABRC explain to FN the level of operational funding & the calculation process which determined the FN's funding category of Tier 1, 2, or 3



Suggestions

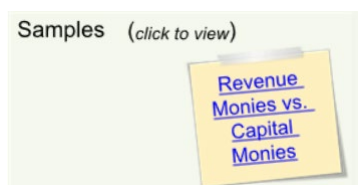
- The FN operational funding level is based on a variety of factors as outlined in the Memorandum of Understanding (MOU).
- The negotiations with Canada for funding are the role of the LAB and the Operational FNs collectively.
- The MOU provides funding to assist with land and environmental governance and management activities
- Refer to Annex A which sets out the three tier funding levels



Quarter 2 Step 18

Activity

AANDC explains to FN the calculation of the revenue money total to be included in the Individual Agreement annex



Suggestions

Revenue moneys are derived from such things as:

- Interest earned on Band Capital and revenue money
- Money payable to FN as fines
- Proceeds from sale of renewable resources

This money will be transferred through the Individual Agreement (see annex B)

The Framework Agreement requires Canada to transfer all existing and any future received revenue monies held in trust by Canada to the FN following an affirmative ratification of a LC and Individual Agreement.

Quarter 2 Step 19

Activity

FN & NRCan, at the end of Quarter 2, discuss any changes to the schedule and preparation of the LDR

Suggestions

- Ensure that any outstanding survey or boundary related issues are identified in the I-DR or will be added to the outstanding legacy issues work plan
- Any change to the schedule may effect the 2 year timeframe under the ID

LDRs are required to clearly identify the boundaries of reserve lands that are to be included in the transfer of land governance and management to individual FNs.

Quarter 2 — Administration Activities

Finance

- Update budget with actual expenditures according to your workplan. See [Sample Budget Cash Flow document](#).

Reporting and Claim for Payment

- Use the template
- Completed deliverables for a given quarter may be submitted at any time on the LABRC website
- Should a FN complete subsequent quarterly deliverables at an accelerated rate, the LABRC will provide funding for those deliverables as it is received from AANDC.

Building your Network

- The RC can assist with the creation of developmental budgets.

Quarter 2 — Other Tips

Communications Strategy

- You should be sending progress reports to the Community regarding the Developmental Phase and LC process. For example, you may want to consider introducing the LC Development Committee (if applicable) members and its role in the whole Developmental Phase to the Community
- All of the below mentioned documents can be accessed at the LAB Website

[Sample First Nation Communications Strategy](#)

[Education and Outreach Methods](#)

[Telephone Calling - Guidelines](#)

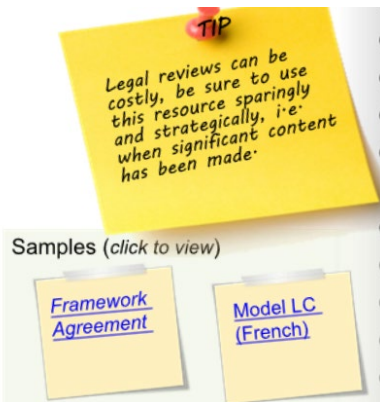
Quarter Three Activities

Quarter Three Activities

20. [FN prepares draft # 1 of LC](#)
21. [FN prepares preliminary List of Eligible Voters](#)
22. [FN and AANDC discuss any other information held by Canada affecting interest/land rights/licences on Reserve](#)
23. [NRCan updates FN on the status of surveys and LDR](#)
24. [Parties discuss any reserve lands to be excluded](#)
25. [FN and AANDC discuss draft ESA report](#)
26. [FN and AANDC, if applicable, discuss a list of outstanding land issues to be resolved](#)

Quarter 3 Step 20

FN prepares draft #1 of LC using Land Code ([English](#)) model template & [sample LCs](#) by other FNs.



Suggestions

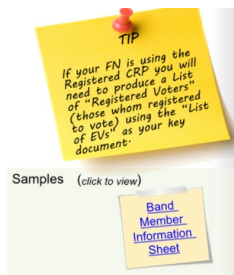
- Ensure you are very familiar with the Framework Agreement prior to drafting your LC.
- Use model LC provided by LABRC as a starting point for discussion.
- Look at the recent I-Cs of similar Framework Agreement FNs.
- Identify the pieces of the LC that your FN needs to adjust — LABRC technicians can assist as needed.
- See "Prevote Procedures under the CRP" for more information on drafting of a FN LC.



Quarter 3 Step 21

Activity

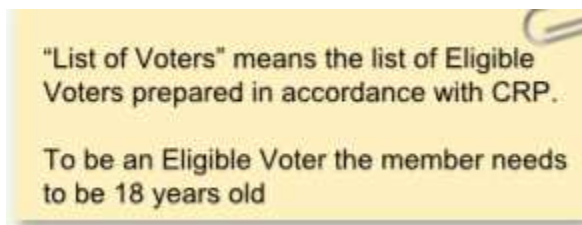
FN prepares preliminary list of EVs.



Suggestions

The CRP requires a FN to develop a List of EVs of their eligible voters both on and off- reserve. Ensure that AANDC forwards this information, including those from other federal government departments to your FN.

Obtain a clear written statement from AANDC acknowledging that they have completed this See the "Pre vote procedures" for more information on: the Voters List; preparing Initial List of Voters; Review of Initial List of Voters by Verifier, and, Confirmation of and Addendum to Final List of Voters.



Quarter 3 Step 22

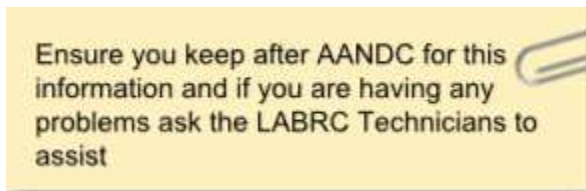
Activity

FN discusses with AANDC any other information held by Canada affecting interests/land rights/licences in FN's reserve lands.



Suggestions

Ensure that any documents that Environment Canada (e.g. environmental assessments) or any other Federal Department may have on your FN reserve lands is obtained by Canada



Quarter 3 Step 23

Activity

NRCan updates FN on the status of surveys & LDR

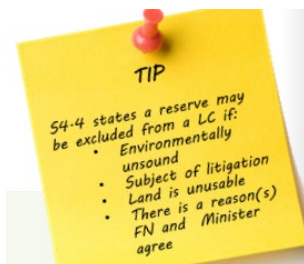
Suggestions

There is a FN LABRC Technician assigned specifically to the LDR work and will be essential in ensuring AANDC and NRCan are completing their activities and timelines in order for the FN to meet its ID deadline.

Quarter 3 Step 24

Activity

The Parties, if applicable, discuss any reserve lands considered for exclusion.



Suggestions

Refer to the following as it provides land/environmental related issues that could potentially affect whether or not lands should be excluded from the application of a LC

- Phase I ESA report
- Research Report
- Internal Issues List (e.g. litigation related)

For more information on excluded lands see the Individual Agreement courselet

Quarter 3 Step 25

Activity

FN & AANDC discuss draft ESA report

Suggestions

- Ensure that the Phase I ESA report identifies outstanding issues as these issues and a workplan to address them will form part of the Individual Agreement
- Ensure your FN and Canada develop a process to resolve these outstanding issues
- If there is confirmed evidence of actual or potential contamination ensure report describes and recommends methods (e.g. Phase II & III ESA) to address these issues.

In no case should a vote on a LC prejudice or affect the ability of the FN to resolve outstanding issues after a LC is in effect.

Quarter 3 Step 26

Activity

FN & AANDC, if applicable, discuss a list of outstanding land issues to be resolved, either before the vote, or post-vote



This pertains to any outstanding land issues. These will come from:

- Land Description Report
- Phase 1 ESA Report
- Internal issue list
- Discussions with NRCan and AANDC

It is drafted by AANDC and then the LC Coordinator will liaise with FN level (Council; Executive Director; Lawyer; Staff) to ensure they have captured everything that needs to be on that list.

Quarter 3 — Administration Activities

Finance

- Update budget with actual expenditures according to your workplan.
- [See Sample Budget Cash Flow.](#)

Reporting and Claim for Payment

- Use the "[FNLM Developmental Activity Report and Claim for Payment](#)" template
- Completed deliverables for a given quarter may be submitted at any time on the LABRC website
- Should a FN complete subsequent quarterly deliverables at an accelerated rate, the LABRC will provide funding for those deliverables as it is received from AANDC.

Building your Network

- Continue to create linkages with Budgeting, Finance, Housing departments within your FN.
- The RC can assist with the creation of developmental budgets

Quarter 3 - Other Tips

Phase 1 ESA's need to be done properly and should be viewed as a place for the FN to list everything that is of environmental concern to the FN. This is necessary because it will record the extent of the issues while AANDC has been the land manager. For this reason, it is also important that the LC Coordinator has a tight contract and terms of reference with the Phase 1 ESA Qualified Environmental Assessor (QEA).

Ensure that the chosen environmental firm has sufficient liability insurance that is consistent with the FN requirements. This is necessary to ensure that the FN cannot be held liable for items that are missed.

As per Section 50 of the Framework Agreement:

"The First Nation will not be liable for any acts or omissions of Canada or any person or entity authorized by Canada to act in relation to the First Nation land that occurred before the First Nation's LC takes effect." (p. 57)

Discuss your Phase 1 ESA process with LABRC Technician to ensure that you are capturing all necessary concerns and are including your community members to inform this process. It is an option to create a community engagement process to assist in the identification of concerns.

Quarter Four Activities

Quarter Four Activities

27. [Parties discuss schedule to complete the Individual Agreement](#)
28. [FN prepares draft #2 of LC following community engagement](#)
29. [FN prepares CRP document](#)
30. [FN submit CRP to Verifier](#)
31. [FN updates Verifier on steps take to locate EVs](#)
32. [FN & AANDC finalize ESA report](#)
33. [NRCan updates FN on status of LDR](#)
34. [FN & AANDC, if applicable, does update of list of outstanding land issues to be resolved](#)

Quarter 4 Step 27

Activities

Parties discuss update on the schedule to complete the Individual Agreement.

Suggestions

- It is always prudent, at this point, to check to see if all the work required to complete the Individual Agreement will be completed in time for the Vote
- There are many tasks to complete an Individual Agreement and any delay (e.g. can't complete a survey Or ESA due to weather conditions) could effect your FN Vote date

If there needs to be an alternate date for completion of the work then the parties involved need to agree.

Quarter 4 Step 28

Activity

FN: Prepare draft #2 Of LC following Community engagement

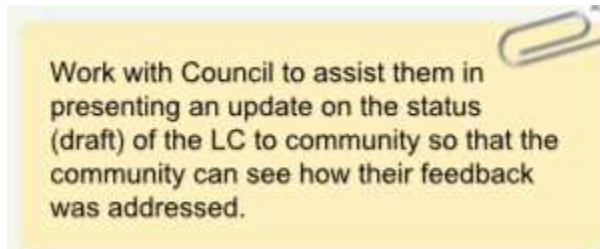
LC Coordinator needs to provide the Verifier with the draft LC (electronic copy) to see if it complies with the *Framework Agreement*. This way the Verifier can put their comments in the electronic copy and remain up to date on the versions of the draft LC and any changes.

Suggestions

The approach depends on how the FN wants to proceed.

- Scenario 1 : Develop draft internally (via LC Committee Or other methods). Have the draft approved by Council and then share and solicit feedback from Community.
- Scenario 2: Develop draft internally. Identify a list of questions that Council and/or Community need to consider for particular sections of the draft LC- Solicit feedback.

Use feedback and make changes



Quarter 4 Step 29

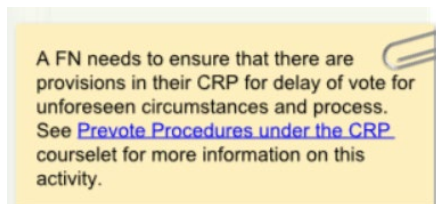
Activity

FN prepares their chosen CRP document identifying how EVs will be located & informed of their right to participate in the Community Vote & the process by which they can exercise their right



Suggestions

- Most FNs have chosen the Registered CRP document to carry out their community approval process. See "Options for Community Approval Process" courselet for more information on the Registered and other Method.
- FNs acquire the chosen CRP template and start to redraft it to fit the FNs needs



Quarter 4 Step 30

Activity

FN Submits CRP to Verifier

Samples (click to view)

[Registered CRP Document](#)

Suggestions

- LC Coordinator provides the CRP to the Verifier in advance of the vote.
- The FN will submit a BCR (see CRP Form 2- FN BCR Information to Verifier) to the Verifier and the approved CRP to the Verifier in advance of the Vote
- See the "Pre-vote Procedures under the-CRP" courselet for more information on this activity.

[Unregistered CRP Document](#)

Quarter 4 Step 31

Activity

FN updates Verifier on steps taken to locate EVs & inform them of their right to participate & process to exercise this right

Suggestions

The FN should ensure that they have been tracking their efforts to find the members (on and off reserve) so that the Verifier can prove that all reasonable efforts were made to locate members



Quarter 4 Step 32

Activity

FN & AANDC finalize ESA report

Suggestions

- It is the FN and Canada that will review the draft report outlining the results of the findings prior to their finalization (e.g. areas of actual or potential contamination) and recommend methods to reduce the level of uncertainty (confirm, refute, or delineate the presence of contamination)
- The QEA that has done the ESA will do a final report following review and comment on the draft report by the Joint Management Committee.

Optional, at the request of the FN, the QEA can present the final report at a community meeting.

Quarter 4 Step 33

Activity

NRCAN updates FN on the status of the LDR

Suggestions

- The research to prepare the LDR often uncovers problems and uncertainties in being able to describe the extent of the reserve, using existing surveys.
- There may be an update on outstanding land issues (e.g. may have been resolved or new ones added).
- Any updates to the workplan and the effect on timelines especially in relation to the Vote Date.

The LC Coordinator is responsible to make Council aware of any new surveys or outstanding issues that arise, so that any required BCRs etc., can be done in a timely manner. It is important that these issues get resolved prior to the vote or become part of the workplan in the Individual Agreement.

Quarter 4 Step 34

Activity

FN & AANDC, if applicable, update discussions of any list of outstanding land issues to be resolved

Suggestions

The LC Coordinator is responsible to make sure Council is aware of all outstanding issues. Council can determine the timeframe for the resolution of the issues. Some issues may need to be resolved prior to the vote, while other issues can be added to the workplan in the Individual Agreement, to be resolved at a later date.

Quarter 4 — Administration Activities

Finance

- Update budget with actual expenditures according to your workplan.
- See [Sample Budget Cash Flow](#).

Reporting and Claim for Payment

- Use the "[FNLM Developmental Activity Report and Claim for Payment](#)" template
- Completed deliverables for a given quarter may be submitted at any time on then LABRC website
- Should a FN complete subsequent quarterly deliverables at an accelerated rate, the LABRC will **provide funding for those deliverables as it is received from AANDC.**

Building your Network

- The RC can assist with the creation of developmental budgets.

Quarter 4 - Other Tips

It is necessary to identify the outstanding issues to ensure that none are missed in development of the Individual Agreement.

LABRC Technician can review Phase 1 ESA; any outstanding survey issues and be the double check that all outstanding issues are included in the Individual Agreement. The

LABRC Technician can assist in bringing some of these issues forward to AANDC Headquarters if the FN is getting stymied at the regional level.

Quarter Five Activities

35. [FN completes draft # 3 LC and submits to Verifier](#)
36. [FN & NRCan discuss status or completion of the LDR](#)
37. [FN & AANDC discuss the final list of Indian Act interests](#)
38. [FN & AANDC discuss revenue total to be identified in the Individual Agreement](#)
39. [FN & AANDC complete Individual Agreement](#)
40. [FN & Verifier confirm CRP compliance](#)
41. [FN Implement CRP and 3rd Parties](#)
42. [FN updates Verifier on locating EVs](#)
43. [FN selects Ratification option under the Framework Agreement](#)

Quarter 5 Step 35

Activity

FN completes draft #3 of LC following community engagement & submits to Verifier

Suggestions

- When a FN is developing a LC there is no responsibility to share the LC or involve AANDC.
- LC Coordinator needs to provide the Verifier with the draft LC (electronic copy) after they have incorporated the changes from the Verifier suggested in the previous draft. This way the Verifier can put their comments in the electronic copy.

It is important to get feedback from the Verifier early on in the process so that when the Verifier Certifies the LC it can be done in a timely manner. Verifier reviewing to ensure that the changes were incorporated

Quarter 5 Step 36

Activity

FN & NRCan discuss the status, or completion, of the LDR

[Sample wording for Approval of LDR](#)

Suggestions

At this point NRCan should have:

- Discussed the provisional survey plans with the FN and obtained their approval
- Upon the surveys being finalized, started preparing the draft version of the LDR

The FN will be given the opportunity to review, provide comments and approve the LDR.

A survey plan will NOT be reviewed by NRCan unless the FN approval has been submitted with the plan.

Quarter 5 Step 37

Activity

FN & AANDC discuss final list of *Indian Act* interests provided and any other information (S 6.3c of the Framework Agreement)

The LC Coordinator will need to compare the AANDC registered interests list with the FN's own registered interests list. Any discrepancies between the two may become a part of the Outstanding Issues List.

Suggestions

FN needs to ensure the final list of *Indian Act* interests includes:

- A list of all the interests or land rights and licences, in relation to the proposed FN land
- All existing information, in Canada's possession, respecting any actual or potential environmental problems

- Any other information in Canada's possession that affects interests, land rights and licences mentioned in clause 6.3(c).

Quarter 5 Step 38

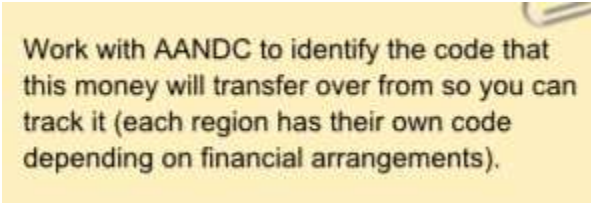
Activity

FN & AANDC discuss revenue total to be identified in the Individual Agreement

Suggestions

Follow up to at this point it is a check to ensure that the total is identified and has been provided to FN.

LC Coordinator and the FN's Financial Manager need to communicate re: amount of funds transferred; when transferred etc.



Work with AANDC to identify the code that this money will transfer over from so you can track it (each region has their own code depending on financial arrangements).

Quarter 5 Step 39

Activity

FN & AANDC complete Individual Agreement

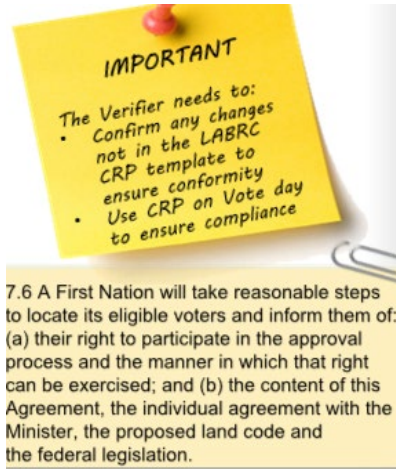
Suggestions

- Ensure Individual agreement is either initialed or signed by the FN and Canada according to the Verifier's countdown document (Usually 67 days in advance of vote).
- Most FNs have chosen to initial the Individual Agreement rather than sign it. Once ratification occurs it is then signed by both parties.

Quarter 5 Step 40

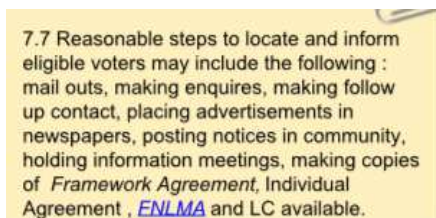
Activity

FN & Verifier confirm CRP compliance with Framework Agreement clauses 7.6 & 7.7



Suggestions

- The Verifier will review and issue a declaration (approval) that the CRP is consistent with the Framework Agreement
- It is at this point if the CRP gets rejected the Verifier will identify and recommend corrections and adjustments
- See "Prevote Procedures under the CRP" for more information On this task.



Quarter 5 Step 41

Activity

FN implements CRP by taking appropriate measures to inform 3rd parties (with an interest or land right in reserve lands) of:

- Framework Agreement
- First Nation Land
- Management Act (FNLMA)
- LC
- Community Vote date in accordance with CRP

then advise Verifier of measures completed.

For more information on informing 3rd parties see "[Prevote Procedures under the CRP](#)" courselet

Suggestions

- All 3rd Party Interests need to be informed of the LC process as outlined in the CRP
- All agreements (e.g. leases) with 3rd Party interest holders will continue to apply according to their terms and conditions until they expire. Then it is the FN who will negotiate any new agreement

3rd Party Communique Samples [1](#) & 2

Sample Information to 3rd Parties

Letter to 3rd Party Sample

Sample Notice 3rd Party Information Meeting

Quarter 5 Step 42

Activity

FN updates Verifier On steps taken to locate EVs & inform them of their right to participate & process to exercise this right.

Suggestions

LC Coordinator should keep all records of their attempts to locate EVs and provide the Verifier with those records.

Quarter 5 Step 43

Activity

FN selects ratification Option under the Framework Agreement (clauses 7.3-7.5) & notifies the Parties

Suggestions

Usually this is something that is decided upon much earlier in the cycle as part of the CRP.

See "Options for Community Approval Process" and "Pre-vote Procedures under CRP" courselets for more information on CRP options and CRP approval.

Quarter 5 — Administration Activities

Continue to gather mailing addresses to process — ensure you are tracking your efforts to find the members so that the Verifier can prove that all reasonable efforts were made to find members.

Quarter 5 - Other Tips

Don't hesitate to follow up with AANDC on a regular basis to ensure their Activities are being completed in a timely manner. Update your workplan timeline as needed should dates shift.

It is important to note that 3rd party legal agreements such as leases continue to have effect until their expiry.

Quarter Six Activities

44. [FN & NRCan discuss status or completion of the LDR](#)
45. [FN completes LC following Verifier Comments](#)
46. [FN Legal Review of LC](#)
47. [FN Completes Legal Review of Individual Agreement](#)
48. [FN & Verifier finalize compliance of LC with Framework Agreement](#)
49. [Final Individual Agreement is initialed/signed](#)
50. [FN complete final list of eligible voters](#)
51. [FN ensures all Evs received information](#)
52. [FN updates Verifier on steps taken to locate EVs](#)

Quarter 6 Step 44

Activity

FN & NRCan discuss the status, or completion of the LDR

[Sample FN wording for approval LDR](#)

Suggestions

- The draft LDR should have been reviewed at this point and distributed initially to AANDC Region, then to the FN
- Comments from both parties are submitted with approval of the LDR by the FN (BCR or letter) and AANDC (by letter)
- Approval of the LDR only means that it is accepted for the purposes of the transfer of jurisdiction under the Framework Agreement.

Finalizing the LDR:

1. A CLSR number is assigned to the LDR;
2. Distributed to FN (2 paper copies); and AANDC Region (1 paper copy)

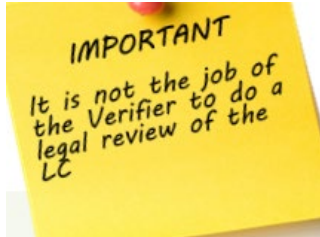
Additional copies can be downloaded at:

[NRCan](#)

Quarter 6 Step 45

Activity

FN completed LC following comments provided by verifier



Suggestions

The Verifier should have done several reviews of the LC early on in this process, so that any recommendations be incorporated in the LC before it gets officially presented to the Verifier for confirmation

Early Verifier review of the LC ensures that any changes are done before the LC is officially submitted to the Verifier

Quarter 6 Step 46

Activity

FN completes legal review of LC.

Create a short list of items to double check because you are so familiar with the document at this point you may not see the edits required (i.e.: CLSR #; revenue account numbers; consistency between references etc.)

Suggestions

- If the LC has been reviewed by the Verifier and it is good to proceed then this is the point where you should be doing your final legal review.
- After the lawyer reviews the LC it will go back to LC Development Committee (optional), Council and Verifier for final critical look at all aspects of the LC. The LC Coordinator will facilitate this.

LABRC Technician are also available to assist with the review as a fresh set of eyes.

Quarter 6 Step 47

Activity

FN completes legal review of the Individual Agreement

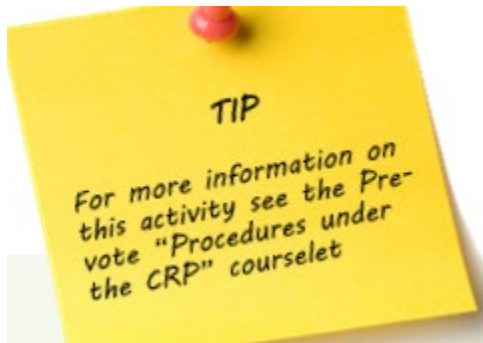
Suggestions

- The annexes Of the Individual Agreement need to be reviewed in detail (i.e. the legal description report; Phase 1 ESA; outstanding issues) to ensure accuracy and inclusive.
- The LABRC Technician can be involved in reviewing the Individual Agreement at this point.

Quarter 6 Step 48

Activity

Verifier confirms compliance of the final LC with the Framework Agreement.



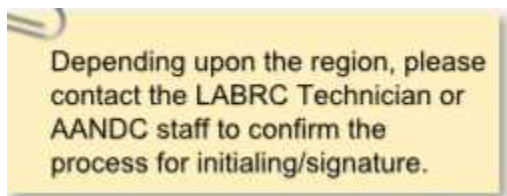
Suggestions

- The CRP has all the forms and the process for the FN to provide the Verifier with the documents and it will have all the forms by which the Verifier will confirm the LC is compliant.
- If the Verifier has seen previous drafts of the LC it is unlikely any substantive changes will be requested by the Verifier.
- Link to: Pre Vote Procedures under the CRP courselet

Quarter 6 Step 49

Activity

FN & AANDC either initial the Individual Agreement, or officially sign, the Individual Agreement



Suggestions

- Initialing Of pages Of the Individual Agreement is done to ensure that the parties are assured that the content of the Individual Agreement will not change.
- The initialing of pages then allows the Community to see that the parties are in tentative agreement of the Individual Agreement pending [Community approval](#).

Quarter 6 Step 50

Activity

FN completes final list of EVs

Suggestions

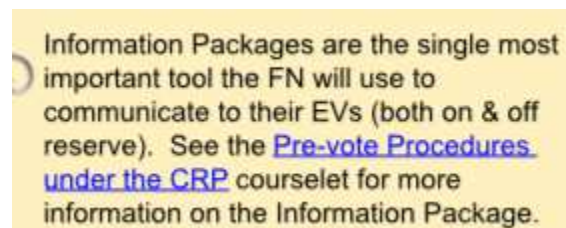
- May develop a list Of incarcerated and/or mentally incompetent voters and presents to Council and sends list to Verifier and RO
- Ensure final EVs list includes:
 - All recently deceased members
 - New births
 - Members who have recently turned of age.

Quarter 6 Step 51

Activity

FN ensures that all EVs on list have received information explaining the content of:

- I. Framework Agreement
- II. First Nation Land Management Act
- III. Individual Agreement
- IV. LC



Suggestions

- It is mandatory under the FN CRP that the FN provides its membership with relevant information in order for the EVs to make an informed decision on whether or not to approve the LC and Individual Agreement
- Make available to any FN member these documents at your FN administration Office

Quarter 6 Step 52

Activity

FN updates Verifier On steps taken to locate EVs & inform them of their right to participate & process to exercise this right

Suggestions

At this point the Verifier will let the FN know if he has determined if all reasonable steps have been taken to locate all of the Eligible Voters.

Quarter 6 — Administration Activities

- Have the LC reworded into plain English descriptions of each section for circulation and distribution to Community members.
- Work with Chief & Council and the LC Development Committee to understand the role they need to play leading up to the vote and On voting day.
 - For example: if each Committee member picks ten of their family members to go out and inform them on the LC and process.

Quarter 6 - Other Tips

Community Vote Participation Strategies

- Getting Community involvement can be difficult. Do not hesitate to contact LABRC Technician for ideas and strategies on how to facilitate Community involvement and maximize voter turn out.
- LABRC Technician and LAB Directors are available to offer direct assistance during the actual vote date as the FN wishes.

Voters List

At this point the LC Coordinator may develop a list of people that they were able to confirm as being deceased. Council may then sign a BCR that says that this list is of members who are confirmed as being deceased. Once the BCR has been approved, the Verifier may then take these names off of the Eligible Voters list.

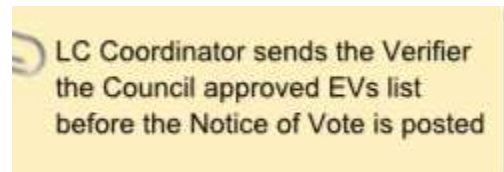
Quarter Seven Activities

53. [FN submits final list of EVs to Verifier](#)
54. [FN Appoints RO, if using one](#)
55. [FN discusses with Verifier any changes to LC](#)
56. [FN submits to Verifier confirmation of conformity to Clauses 7.6 & 7.7.](#)
57. [FN submits final LC & Individual Agreement to Community in accordance with CRP](#)

Quarter 7 Step 53

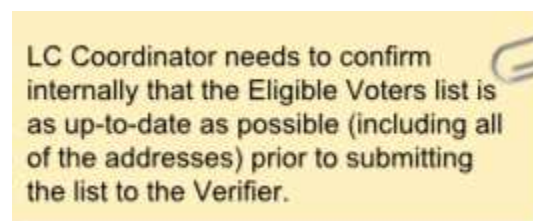
Activity

FN submits final list of EVs to Verifier



Suggestions

- Council will by BCR finalize the initial EVs list (CRP Form 2) and agrees to submit the initial list of Voters to Verifier
- If you have an updated membership list at the FN level this is usually sufficient however, the addresses will need to be confirmed. If you do not have an updated membership list, need to wait to get list from AANDC and double check it. May need to involve Chief in obtaining this list from AANDC in a timely manner.



Quarter 7 Step 54

Activity

FN appoints RO, if using a RO

Sample: [summary of the Community Ratification Process and RO](#)

Suggestions

- LC Coordinator ensures the RO is available as required under the CRP workplan and once Council approves the RO then the LC Coordinator will inform the RO of their appointment
- Identifying this person is done by a BCR in the CRP from Council and generally the FN will determine the RO themselves.
- Some FNs use their Electoral Officer or someone similar (i.e. Membership clerk).

Quarter 7 Step 55

Activity

FN discusses with Verifier any additional changes that may be required to finalize the LC

Suggestions

If the Verifier rejected the LC, (because it is not consistent with the Framework Agreement), he/she would have submitted to the FN recommendations for correction and adjustments to the LC. Ensure those corrections have been made.

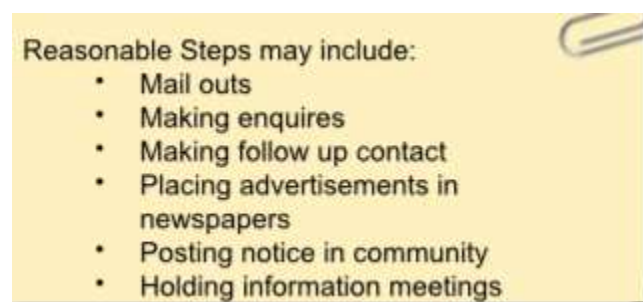
Quarter 7 Step 56

Activity

FN submits to Verifier confirmation of any final steps required to conform with Framework Agreement clauses 7.6 & 7.7

Suggestions

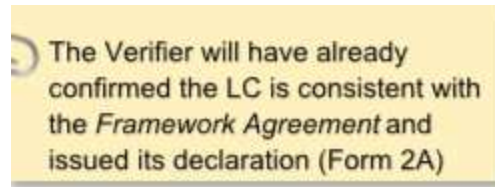
Ensure your FN has kept the Verifier informed by forwarding any documentation to prove you have taken reasonable steps to locate its eligible voters and informed them of their right to participate in the approval process and provided them with the Framework Agreement, FNLMA, Individual Agreement and proposed LC



Quarter 7 Step 57

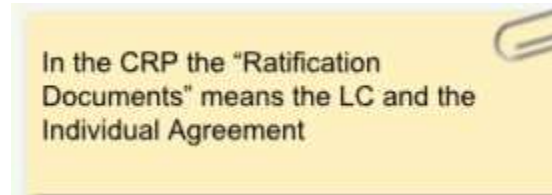
Activity

FN submits final LC and Individual Agreement to Community in accordance with CRP



Suggestions

- These documents will be mailed Out to the EVs and can be presented to the community, as per the timelines outlined in CRP. This includes the logistics as per the communications strategy etc.
- This presentation can be done by either the LC Coordinator and/or the LC Development Committee. You may consider having your lawyer present at this gathering.



Quarter 7 — Administration Activities

Finalizing the vote package:

- This is the role of the LC Coordinator.
- Ensuring you have plenty of time to assemble these — do not leave it to the last minute.
- **Do not start copying or assembling the packages until you receive acceptance from the Verifier.**
- Budget for how the package is assembled (i.e. Coiled binders; mail out's; food for crew assembling package etc.). This will be influenced by where voters are.
- Be creative on ways to get the message out (website etc.).
- Organize a crew to assemble the vote packages.

Quarter 7 - Other Tips

- Start referring to the CRP schedule and timelines because the CRP is the particular schedule that will define all the vote activities.
 - Depending on the region, the Verifier will review the CRP schedule with the FN and will manage the schedule and any possible changes.
- Secure voting location(s) early and reconfirm closer to the dates.
- Don't hesitate to ask for help from your LABRC Technician.
- To cut costs On ratification expenditures try to Offer the FN supplies to RO if possible (i.e. Mailing labels; envelops etc.).
- Set up the voting station so that it is not a place to linger but just to come and vote (i.e. Voters only in this space; another room in a separate location for folks who want to linger and discuss).

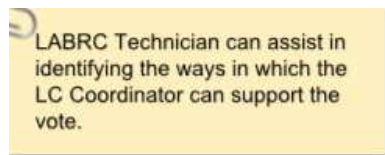
Quarter Eight Activities

58. [FN conducts vote on LC and Individual Agreement](#)
59. [If Vote yes, send Verifier true copy of LC and Individual Agreement](#)
60. [Individual Agreement signed](#) (if community ratifies and if Individual Agreement only initiated in step 45)
61. [FN provides signed copy of Individual Agreement to Verifier](#)
62. [FN ensures certified copies of LC and Individual Agreement, if approved, are available to membership](#)

Quarter 8 Step 58

Activity

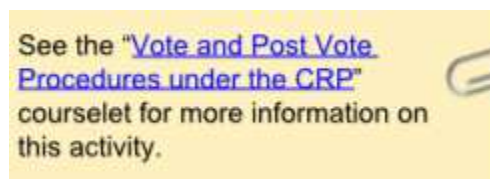
FN conducts vote on LC and Individual Agreement



Suggestions

The process is established in the CRP- For this specific Activity it is the RO that runs the vote.

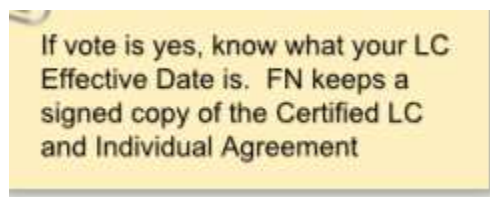
The LC Coordinator's role is crucial to ensuring this is achieved. When the vote package is sent out the LC Coordinator, Committee, Chief & Council and Community are all essential to ensure voter turn out and response. The role is to help wherever possible to ensure that every voter gets an opportunity to participate.



Quarter 8 Step 59

Activity

FN, if Community approves LC & Individual Agreement, sends a true copy of documents to Verifier and state documents were properly approved



Suggestions

- If community approves the LC and Verifier must first confirm that the Individual Agreement has been executed by FN & AANDC before certifying the LC
- Council passes a BCR (CRP Form 14) to send Verifier approved LC for Certification
- The Verifier certifies the vote and is responsible for disseminating a report to the various parties as outlined in the CRP.

Quarter 8 Step 60

Activity

FN requests Minister to sign Individual Agreement if community ratifies and if Individual Agreement was only initialled in Step 49

Suggestions

- The Individual Agreement is still with the FN. As soon as the FN receives confirmation that the Verifier's report of the vote is completed then the Chief can sign the Individual Agreement and it is forwarded to the Minister for signature.
- Once the Verifier's report has been received, the Minister signs the Individual Agreement. Once the Minister signs the Individual Agreement the Verifier will certify the LC.

Quarter 8 Step 61

Activity

FN provides signed copy Of Individual Agreement to Verifier

Suggestions

- Council provides a signed copy of the Individual Agreement (signed by FN & AANDC) to the Verifier
- Verifier confirms the Individual Agreement presented to the voters has been signed by the FN and AANDC
- Verifier provides confirmation (CRP Form 13) the EVs approved/not approved the Individual Agreement

Quarter 8 Step 62

Activity

FN, if Community votes to ratify the LC & Individual Agreement, ensure certified copies of LC are available at appropriate places

Suggestions

- Usually copies are made available at the Lands Department, if not, then made available at the main administration office.
- Most FNs post their LC on their websites. The LAB_yyeh5itehas copies of all certified LCs.

Quarter 8 — Administration Activities Post Vote

The LC Coordinator is generally only hired till the vote date so there needs to be a plan for the transitional (start up) activities. This should be developed prior to the LC Coordinator's job completion in collaboration with LC Development Committee, Chief & Council.

See [Transitional FN Lands Office Checklist](#)

Funding:

- Developmental funding will come to an end at the end Of Year 2. The Operational funding may not be transferred to the FN immediately upon ratification of the LC and Individual Agreement. This needs to be factored into your transitional (start up) activities and their associated work plan.
- Begin to make a draft work plan for the [Operational Phase](#). LABRC Technician can assist you in this activity as the workplan for lands connects with many Other aspects of FN.
- FN make a request to AANDC for the NetLands report(s).
- Start developing a suggested process for setting up your Lands Office with respect to the various items you will require to be "open for business".
- Start to draft your FN Matrimonial Real Property Law while you have a LC Development Committee in place.

Quarter 8 - Other Tips

Conducting the Vote:

- Plan something to entice membership to come and vote — something that will drawn them out and physically get them to the building (Dinner: Door Prizes; Family Days etc.).
- Reinforce the need for Council and LC Development Committee involvement for voting day.
- Work towards a target re: number of votes cast.
- Suggest that the LC Coordinator find a champion from the Community to facilitate voter participation on the day(s) of the vote.

The RO and the Verifier are the ones that are making the judgment on dealing with members in jail; mentally unstable members (those not able to make a sound, informed decision).

Vote Outcome:

- Celebrate the hard work.
- If it is a NO vote — consult with Council on next steps and whether a 2nd vote is desired or else the FN remains under the *Indian Act*.

After Quarter 8 - Next Steps

- Know what your Effective Date is (in LC) so that you are prepared for the referrals from AANDC.
- Keep a signed copy of certified LC and Individual Agreement.

Document management:

- There is an obligation on the part of the FN to ensure that the information has been collected as a result of this process is handled confidentially. There may be documents requiring shredding; electronic database securely archived or deleted.
- Ask AANDC for the files and track down the NetLands reports.
- LABRC Technician is still here for support through transition into Operational.
- Establish/record the points of contact for the work moving forward.

Summary

This courselet has provided you with a breakdown summary of each of the activities that are contained within the ID document.

Samples, summaries, templates and rationales were provided to assist in the understanding and completion of these activities.

In all of the activities outlined in the ID, the LABRC Technician are available to assist upon request by your FN.

Many of the ID activities are focused on the completion of the technical documents.

These include:

- the LC
- Individual Agreement
 - Phase 1 ESA
 - Legal Description Report
 - Outstanding Title Issues Workplan
- CRP
- Community engagement is an ongoing, major component of the ID. It is essential for the Community to develop an understanding of the technical documents so they are fully informed prior to the vote.

Reminder: As always, it is important for you to complete all of the necessary reporting in a timely manner to ensure that your funding will continue to flow smoothly.



ACRONYM LIST

IMPLEMENTATION OF PARTS I & II of the *Framework Agreement*

AANDC	=	Aboriginal Affairs & Northern Development Canada
BCR	=	Band Council Resolution
CLSR	=	Canada Legal Survey Records
CRP	=	Community Ratification Process
ESA	=	Environmental Site Assessment
EVs	=	Eligible Voters
FN	=	First Nation
<i>FNLMA</i>	=	<i>First Nation Land Management Act</i>
<i>Framework Agreement</i>	=	<i>Framework Agreement on First Nation Land Management</i>
ID	=	Implementation of Parts I & II of the <i>Framework Agreement</i>
JMC	=	Joint Management Committee
LAB	=	Lands Advisory Board
LABRC	=	Lands Advisory Board Resource Centre
LC	=	Land Code
LDR	=	Land Description Report
NRCan	=	Natural Resources Canada
QEA	=	Qualified Environmental Assessor
RO	=	Ratification Officer



Implementation Document of Parts I & II of the *Framework Agreement*

Glossary of Terms

Community Ratification Process (CRP)

The CRP is a document that sets out the procedures and rules of the community approval process for the transfer or jurisdiction of reserve lands from Canada to the First Nation and for the First Nation's Land Code and Individual Agreement. There are three available options to the First Nation, under the *Framework Agreement*, for the community approval voting process. The CRP document will describe in detail the process that the First Nation has chosen to use, how the vote is to be conducted and who is eligible to vote.

Developmental Phase

When referring to the *Framework Agreement* "Developmental Phase" means those First Nations who are signatories to the *Framework Agreement* and who are in the process of developing a Land Code, an Individual Agreement with Canada, and a Community Approval Process to ratify the *Framework Agreement*, Land Code and Individual Agreement through a vote of the eligible voters.

Framework Agreement on First Nation Land Management (*Framework Agreement*)

The *Framework Agreement on First Nation Land Management* is a government-to-government agreement. The *Framework Agreement* is an initiative for First Nations to opt out of the land management sections of the *Indian Act* and take over responsibility for the management and control of their reserve lands and resources. The *Framework Agreement* sets out the principal components of this new land management process. The *Framework Agreement* provides First Nations with the option to manage their reserve lands under their own Land Codes. Until a First Nation community develops and approves a Land Code to take control of its reserve lands and resources, federal administration of their reserve lands continues under the *Indian Act*. The *Framework Agreement* is not a treaty and does not affect treaty rights or other constitutional rights of the First Nations.

Implementation Document of Parts I & II of the *Framework Agreement*

The "Implementation" document deals with Parts I & II of the *Framework Agreement on First Nation Land Management*. It is a planning document that identifies the respective activities of each First Nation and Canada to facilitate a cooperative effort and coordinate the steps necessary to achieve a vote of the Land Code and Individual Agreement within 2 years.



Individual Agreement

An Individual Agreement between each First Nation and Canada will be concluded to deal with such matters as: the reserve lands to be managed by the First Nation, the specifics of the transfer of administration of land from Canada to the First Nation, e.g. the interests in land held by Canada that are to be transferred to the First Nation, the transfer of revenues and an interim environmental assessment process, and the funding to be provided by Canada to the First Nation for land management.

Land Code

A Land Code will be the basic land law of the First Nation and will replace the land management provisions of the *Indian Act*. The Land Code will be drafted by the First Nation and will make provision for the following matters: identifying the reserve lands to be managed by the First Nation (called “First Nation land”), the general rules and procedures for the use and occupation of these lands by First Nation members and others, financial accountability for revenues from the lands (except oil and gas revenues, which continue under federal law), the making and publishing of First Nation land laws, the conflict of interest rules, a community process to develop rules and procedures applicable to land on the breakdown of a marriage, a dispute resolution process, procedures by which the First Nation can grant interests in land or acquire lands for community purposes, the delegation of land management responsibilities, and the procedure for amending the Land Code.

Land Description Report

The Land Description Report defines the extent of the reserve lands that are to be included in the transfer of land management functions from Canada to the individual First Nation and subject to the First Nation’s Land Code on the effective date.

Outstanding Issues

An outstanding issue (also known as legacy issue) is any issue that remains (at the time that the First Nation’s Land Code and Individual Agreement come into effect) unresolved such as:

- Outstanding environmental issues - All known environmental issues are noted in the Phase I Environmental Site Assessment during the Developmental Phase. They are then identified in a workplan included in the First Nation Individual Agreement



- Unknown environmental issues – Any environmental issues that predate the enactment of the Land Code and are discovered at any time form part of the set of outstanding legacy issues
- Survey errors – Identified in the Land Description Report (LDR).
- Encroachments by third parties - Identified in the LDR
- Land title discrepancies - Identified in the LDR

Phase 1 Environmental Site Assessment (ESA)

The Phase 1 ESA is conducted during the Developmental Phase to determine the overall environmental health of the reserve lands prior to any transfer of land management authority from Canada to the First Nation. The Phase 1 ESA identifies and reports on actual and potential contaminants or any other environmental concerns found on the First Nation's reserve lands.

Ratification Officer

The Ratification Officer is an impartial and independent contractor who is appointed by the First Nation to conduct the community ratification vote in accordance with the community approval process and CRP document.

Verifier

The Verifier is an independent person who is jointly selected by the First Nation and Canada, in accordance with the *Framework Agreement*. The Verifier carries out the Verification components of the Developmental Phase that are identified in the CRP document and thus ensures that all aspects of the ratification process are satisfactorily conducted.

**IMPLEMENTATION DOCUMENT
FOR PARTS I & II OF THE
*FRAMEWORK AGREEMENT ON FIRST
NATION LAND MANAGEMENT***

**ACTIVITIES,
MILESTONES & FUNDING**

< **First Nation** >

(hereinafter referred to as “the First Nation”)

&

FIRST NATIONS LAND MANAGEMENT RESOURCE CENTRE INC.
(hereinafter referred to as the “Resource Centre”)

&

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by Aboriginal Affairs and Northern Development Canada
(hereinafter referred to as “AANDC”)

The First Nation, Resource Centre, AANDC are collectively referred to as the "Parties".

1] **Implementation of Parts I & II of the Framework Agreement**

This document deals with the Parts I & II of the *Framework Agreement on First Nation Land Management* [*Framework Agreement*]. The timeframe for the Parties to complete activities is 24 months. The attached **Annex A** identifies the milestones to be completed by the First Nation. The First Nation may choose to complete activities in addition to those identified in **Annex A** to fulfill their requirements under Parts I & II of the *Framework Agreement*. **Annex B** identifies the consolidated activities by all Parties for this developmental phase.

[2] **Funding Available**

Canada is providing the Resource Centre with the funding for distribution to the First Nations completing Parts I & II of the *Framework Agreement*:

- \$75,000 per First Nation (Year One) for milestones completed during Quarters 1, 2, 3 & 4;
- \$75,000 per First Nation (Year Two) for milestones completed during Quarters 5, 6, 7 & 8;
- \$150,000 per First Nation is the maximum amount available for activities required under Parts I & II of the *Framework Agreement*; and
- The full amount of \$150,000 is available to the First Nation if the First Nation completes all of the activities in less than 24 months.

Annex C outlines the payment schedule of funding to the First Nation. The release of these funds by the Resource Centre to the First Nation is contingent upon the Resource Centre receiving these funds from AANDC.

[3] **Accelerated Implementation**

The Resource Centre receives funding from AANDC on a quarterly basis. The First Nation will be reimbursed for accelerated implementation, at the same rate as the Resource Centre receives this funding from AANDC.

[4] **Extension**

The First Nation may request an extension of time beyond the 24 months by written notice to the Resource Centre and AANDC. Any time extension granted shall be confirmed in writing by the Resource Centre, AANDC.

[5] **Effective Date**

This Implementation Document comes into force effective _____, 2014 and terminates 24 months later [unless there is an extension granted], or the date of the Community vote, whichever comes earlier.

Signature

Name
Signed on behalf of the First Nation

Signature

Name
Signed on behalf of the Resource Centre

Signature

Name
Signed on behalf of AANDC

Annex A: First Nation Milestones to Implement Parts I & II of the *Framework Agreement*

Land Code		Individual Agreement		Community Ratification Vote	
FA	Milestone	FA	Milestone	FA	Milestone
5.1 - 5.4	Review: [i] model Land Code template; [ii] examples of Land Codes designed by other FNs	6.2	Appoint representative		Review: [i] model template of a Community ratification plan; [ii] examples of plans implemented by other FNs
5.1 - 5.4	Prepare draft #1 of Community Land Code using model template & sample Land Codes by other FNs	6.1	Discuss with AANDC: [i] operational funding to implement Land Code; [ii] details of administration transfer process under Individual Agreement [IA]	7.7 [a- g]	Prepare a strategy for taking reasonable steps to locate and inform eligible voters on-reserve & off-reserve [EVs]
5.1 - 5.4	Complete draft # 2 of Land Code following Community engagement	6.3 [a]	Discuss with AANDC their list of "interests or land rights and licences" in reserve lands governed by Land Code	8.1; 44. 1	Discuss with RC selection of a Verifier from list of pre-approved Verifiers
5.1 - 5.4	Complete draft # 3 of Land Code following Community engagement	6.3 [b]	Discuss with AANDC "any actual or potential environmental problems" on reserve lands governed by Land Code	8.1; 44. 1	Advise RC & AANDC of Verifier selection
5.1 - 5.4	Complete legal review of draft Land Code	6.3 [b]	If an environmental site assessment [ESA] is conducted [AANDC will fund], FN will contract with the environmental firm	8.2	Host conference call to discuss presentations at the all party meeting
8.3 [a]	Discuss with Verifier any changes required to finalize Land Code	6.3 [c]	Discuss with AANDC any other information Canada possesses that materially affects interests or land rights and licences in reserve lands	8.2	Host meeting with RC, AANDC, NRCan & Verifier to discuss activities and completion date of respective responsibilities
9.1	Once Verifier confirms Land Code & Community ratification plan are consistent with FA, submit Land Code & IA to Community for approval	6.2	Discuss with AANDC their schedule and work plan to prepare IA	7.2	Prepare list of EVs
10. 4 [1]	Certified copies of Land Code made available at appropriate places	4.2 - 4.3	Discuss with NRCan their schedule their schedule for the Research Report [LDR] & any proposed surveys; discuss access to reserve lands for required FA surveys	7.6 a	Take reasonable steps to locate EVs and inform them of their right to participate and in the manner in which that right can be exercised.
		4.4 - 4.6	If applicable, discuss with AANDC, NRCan & RC any reserve lands considered for exclusion	7.8	Take appropriate measures to inform 3 rd parties, with an interest or land right in reserve lands, of: [i] FA; [ii] federal legislation; [iii] proposed Land Code; [iv] date of Community vote; advise Verifier of completion
		4.1 - 4.3	Review with RC and provide feedback to NRCan on draft Land Description	7.3 - 7.5	Select a ratification option under the Framework Agreement [clauses 7.3-7.5] for Community vote; notify Verifier & AANDC
		6.1	Sign the IA with the Minister; provide a copy to Verifier	7.6 b	Forward to EV on list information explaining the content of: [i] FA; [ii] federal legislation; [iii] IA; [iv] proposed Land Code; send copy of information & list of recipients to Verifier
				8.3 [b]	Finalize list of EV
				8.3 [c]	Submit to Verifier completion of steps taken to conform with FA Clauses 7.6 & 7.7
				7.2	Submit final list of EV to verifier
				9.1	Conduct the community vote
				10. 1	If Community approves Land Code & IA, Council sends a true copy of documents to Verifier with statement that documents were properly approved

Annex B: Consolidated Activities of the Parties

Legend for Activity Areas: Land Code [LC], Community Vote [CV], Verifier [V]; Individual Agreement [IA]: General [G], Funding [\$], Environmental Site Assessment [ESA], Land Description Report [LDR]			LC	CV	V	IA: G	IA: \$	IA: ESA	IA: LDR
Quarter 1	1	First Nation [FN]: Appoint representative							
	2	FN: Review model LC template & LCs by other FNs	LC						
	3	FN: Review model template of Community Ratification Process [CRP] & CRP by other FNs		CV					
	4	FN: Prepare strategy to locate & inform Eligible Voters [EVs], on & off reserve.		CV					
	5	AANDC: Develop a work plan to prepare the Individual Agreement [IA]				G			
	6	NRCan: Begin research process & start preparation of Research Report [LDR]							LDR
	7	AANDC: Discuss with FN the need for an Environmental Site Assessment [ESA]						ESA	
	8	FN: Advise AANDC of any known "actual or potential environmental problems" on their reserve lands						ESA	
	9	FN: If ESA is required [AANDC funds], contract with the environmental firm						ESA	
	10	FN: Coordinate a conference call with the Parties to arrange a future meeting & their respective presentations							
	11	FN: Discuss with Resource Centre [RC] the selection of a Verifier from the list of pre-approved Verifiers			V				
Quarter 2	12	FN: Advise RC & AANDC of Verifier selection			V				
	13	FN: Begin discussions with AANDC & NRCan on the process & anticipated timing for completing the IA				G			
	14	FN: Host meeting of all Parties to discuss their respective activities; NRCan: discuss any issues arising from the Research Report, proposed surveys [including access to reserve lands] & schedule to prepare LDR	LC	CV	V		\$	ESA	LDR
	15	AANDC: Provide to FN the current list of Indian Act interests & other information held by Canada [FA: 6.3c]				G			
	16	FN: Respond to AANDC on their list of "interests or land rights & licences" in the FN reserve lands				G			
	17	AANDC & RC: Explain to FN the level of operational funding & the calculation process which determined the FN's funding category of Tier 1, 2, or 3					\$		
	18	AANDC: Explain to FN the calculation of the revenue money total to be included in the IA annex					\$		
	19	FN & NRCan: At the end of Quarter 2, discuss any changes to the schedule and preparation of the LDR							LDR
Quarter 3	20	FN: Prepare draft #1 of LC using model template & sample LCs by other FNs.	LC						
	21	FN: Prepare preliminary list of EVs.		CV					
	22	FN: Discuss with AANDC any other information held by Canada affecting interests/land rights/licences in FN's reserve lands.				G			
	23	NRCan: Update FN on the status of surveys & LDR							LDR
	24	Parties: If applicable, discuss any reserve lands considered for exclusion.				G			
	25	FN & AANDC: Discuss draft ESA report						ESA	
	26	FN & AANDC: If applicable, discuss a list of outstanding land issues to be resolved, either before the vote, or post-vote				G			
Quarter 4	27	Parties: Discuss update on the schedule to complete the IA.				G			
	28	FN: Prepare draft #2 of LC following Community engagement	LC						
	29	FN: Prepare a Community Ratification Process document [CRP] identifying how EVs will be located & informed of their right to participate in the CV & the process by which they can exercise their right		CV					
	30	FN: Submit CRP to Verifier		CV	V				
	31	FN: Update Verifier on steps taken to locate EVs & inform them of their right to participate & process to exercise this right		CV	V				
	32	FN & AANDC: Finalize ESA report						ESA	
	33	NRCan: Update FN on the status of the LDR							LDR
	34	FN & AANDC: If applicable, update discussions of any list of outstanding land issues to be resolved				G			
Quarter 5	35	FN: Complete draft #3 of LC following community engagement & submit to Verifier	LC		V				
	36	FN & NRCan: Discuss the status, or completion, of the LDR							LDR

	37	FN & AANDC: Discuss final list of Indian Act interests provided and any other information [FA 6.3c]				G			
	38	FN & AANDC: Discuss revenue total to be identified in the IA					\$		
	39	FN & AANDC: Complete IA				G			
	40	FN & Verifier: Confirm CRP compliance with FA clauses 7.6 & 7.7		CV					
	41	FN: Implement CRP by taking appropriate measures to inform 3rd parties [with an interest or land right in reserve lands] of: FA & FNLMA, LC, & CV date in accordance with CRP; then advise Verifier of measures completed	LC	CV		G			
	42	FN: Update Verifier on steps taken to locate EVs & inform them of their right to participate & process to exercise this right		CV	V				
	43	FN: Select ratification option under the FA [clauses 7.3-7.5] & notify the Parties		CV					
Quarter 6	44	FN & NRCan: Discuss the status, or completion, of the LDR							LDR
	45	FN: Complete LC following comments provided by Verifier	LC						
	46	FN: Complete legal review of LC	LC						
	47	FN: Complete legal review of IA				G			
	48	FN & Verifier: Finalize compliance of LC with FA							
	49	FN & AANDC: Either initial the IA, or officially sign, the IA				G			
	50	FN: Complete final list of Evs		CV					
	51	FN: Ensure that all EVs on list have received information explaining the content of: [i] FA; [ii] FNLMA; [iii] IA; & [iv] LC							
	52	FN: Update Verifier on steps taken to locate EVs & inform them of their right to participate & process to exercise this right	LC	CV		G			
Quarter 7	53	FN: Submit final list of EVs to Verifier		CV	V				
	54	FN: Appoint Ratification Officer, if using a Ratification Officer		CV					
	55	FN: Discuss with Verifier any additional changes that may be required to finalize the LC	LC		V				
	56	FN: Submit to Verifier confirmation of any final steps required to conform with FA clauses 7.6 & 7.7		CV					
	57	FN: Submit final LC & IA to Community in accordance with CRP	LC			G			
Quarterly 8	58	FN: Conduct vote on LC & IA	LC			G			
	59	FN: If Community approves LC & IA, send a true copy of documents to Verifier & state documents were properly approved	LC			G			
	60	FN: Request Minister to sign IA, if IA was only initialled in step 49				G			
	61	FN: Provide signed copy of IA to Verifier				G			
	62	FN: If Community votes to ratify the LC & IA, ensure certified copies of LC are available at appropriate places							

Annex C: First Nation Funding & Payment Schedule

Payment Schedule	Year 1	Year 2
Year 1 – Payment 1 upon signing the CAPP [see explanation in (a) below]	\$18,750	
Year 1 – Payment 2 (reimbursement for the completion of Q1 & Q2 activities)	\$18,750	
Year 1 – Payment 3 (reimbursement for the completion of Q3 activities)	\$18,750	
Year 1 – Payment 4 (reimbursement for the completion of Q4 activities)	\$18,750	
Year 2 - Payment 5 (reimbursement for the completion of Q5 activities)		\$18,750
Year 2 - Payment 6 (reimbursement for the completion of Q6 activities)		\$18,750
Year 2 - Payment 7 (reimbursement for the completion of Q7 activities)		\$18,750
Year 2 - Payment 8 (reimbursement for the completion of Q8 activities)		\$18,750
Maximum contribution	\$75,000	\$75,000

First Nation Payment Process

- Payment of \$18,750 will be released upon the signing of this document by the First Nation and the Resource Centre for First Nation participation in the completion of the Individual Agreement.
- Payments identified in Annex B will follow the completion of implementation activities.
- Claim forms & instructions, as well as milestone funding amounts & reporting requirements, are available & explained at: www.labrc.com/resources

DOCUMENT POUR LA MISE E OEUVRE DES PARTIES I & II DE L'ACCORD-CADRE SUR LA GESTION DES TERRES DES PREMIÈRES NATIONS

ACTIVITÉS, ÉTAPES & FINANCEMENT

< Première nation >

(ci-après « la Première nation »)

et

**LE CENTRE DE RESSOUCCRES SUR LA GESTION
DES TERRES DES PREMIÈRES NATIONS**

(ci-après le « Centre de ressources »)

et

**SA MAJESTÉ LA REINE DU CHEF DU CANADA
représentée par Affaires autochtones
et du développement du Nord canadien**

(ci-après, « AADNC »)

et

La **<Première nation>**, le Centre de ressources et AADNC sont appelés collectivement « les Parties ».

1] **Mise en œuvre des pièces I & II de l'Accord-cadre**

Ce document traite des pièces I & II de l'Accord-cadre sur la gestion des terres des Premières nations [Accord-cadre]. Le calendrier pour que les Parties complètent toutes les activités est de 24 mois. L'annexe A ci-jointe identifie les étapes à compléter par la Première nation. La Première nation peut choisir de compléter des activités supplémentaires en plus de ceux définis à l'Annexe A pour satisfaire ses exigences en vertu des parties I & II de l'Accord-cadre. L'Annexe B identifie les activités consolidées pour toutes les Parties pour cette phase de développement.

[2] **Financement disponible**

Le Canada fournit le financement au Centre de ressources pour distribution aux Premières Nations qui complètent les parties I & II de l'Accord-cadre:

- 75 000 \$ par Première nation (première année) pour les étapes importantes achevées au cours des trimestres 1, 2, 3 & 4;
- 75 000 \$ par Première nation (deuxième année) pour les étapes importantes achevées au cours des trimestres 5, 6, 7 & 8;
- 150 000 \$ par Première nation est le montant maximal disponible pour les activités requises en vertu des parties I & II de l'Accord-cadre ; et
- le montant total de 150 000 \$ est disponible pour la Première nation, si la Première nation complète toutes les activités en moins de 24 mois.

L'Annexe C donne un aperçu du calendrier de paiement du financement à la Première nation. Le déblocage de ces fonds par le Centre de ressources à la Première nation est contingent à la réception du Centre de ressources de ces fonds de AADNC.

[3] **Mise en œuvre accélérée**

Le Centre de ressources reçoit les fonds de AADNC sur une base trimestrielle. La Première nation sera remboursée pour la mise en œuvre accélérée, au même rythme que le Centre de ressources reçoit le financement de AADNC.

[4] **Extension**

La Première nation peut demander une prolongation de temps au-delà des 24 mois par un avis écrit au Centre de ressources et AADNC. Toute prorogation du délai accordée doit être confirmée par écrit par le Centre de ressources, AADNC.

[5] **Date d'entrée en vigueur**

Ce Document de mise en œuvre a une date d'entrée en vigueur ____, 2014 et se termine 24 mois plus tard [à moins qu'il y ait une extension accordée], ou la date du vote communautaire, selon ce qui arrivera le plus tôt.

Signature

Nom
Signé pour la Première nation

Signature

Nom
Signé pour le Centre de Ressources

Signature

Nom
Signé au nom de AADNC

Annexe A: Étapes des Premières nations pour mettre en œuvre les parties I et II de l’Accord-cadre

Code foncier		Accord distinct		Ratification du Vote communautaire	
AC	Étape importante	AC	Étape importante	AC	Étape importante
5.1 à 5.4	Revue: [i] modèle Code foncier ; [Ii] des exemples de Codes fonciers conçus par d'autres PNs	6.2	Nommer un représentant		Revue: [i] modèle d'un plan de ratification de la Communauté; [Ii] des exemples de plans mis en œuvre par d'autres PNs
5.1 à 5.4	Préparer l’ébauche n ° 1 du Code foncier communautaire en utilisant le modèle et exemples de Codes fonciers par d'autres PNs	6.1	Discutez avec AADNC: [i] le financement opérationnel pour la mise en œuvre du Code foncier; [Ii] détails de processus de transfert de l'administration sous l’accord distinct [AD]	7.7 [a-g]	Préparer une stratégie pour prendre des mesures raisonnables pour localiser et informer les électeurs admissibles dans les réserves et hors réserve [EA]
5.1 à 5.4	Compléter l’ébauche n ° 2 du Code foncier suivant l’engagement communautaire	6.3 [a]	Discutez avec AADNC de leur liste «d'intérêts ou droits fonciers et licences» dans les terres de réserve régies par le Code foncier	8,1; 44, 1	Discutez avec le CR de la sélection d'un vérificateur de la liste des vérificateurs approuvés au préalable
5.1 à 5.4	Compléter l’ébauche n ° 3 du Code foncier suivant l’engagement communautaire	6.3 [b]	Discutez avec AADNC "les problèmes environnementaux réels ou potentiels" sur les terres des réserves régies par le Code foncier	8,1; 44, 1	Aviser le CR & AADNC de la sélection du vérificateur
5.1 à 5.4	Examen juridique complet de l’ébauche du Code foncier	6.3 [b]	Si une évaluation environnementale de site [EES] est réalisée [AADNC va la financer], la FN fera un contrat avec la firme environnementale	8.2	Tenir une conférence téléphonique pour discuter des présentations lors de la réunion de toutes les parties
8.3 [a]	Discutez avec le vérificateur des modifications nécessaires à la finalisation du Code foncier	6.3 [c]	Discutez avec AADNC de toute autre information que le Canada possède qui affecte sensiblement des intérêts ou des droits fonciers et des permis dans les terres de réserve	8.2	Tenir une réunion avec le CR, AADNC, RNCan et le vérificateur pour discuter des activités et la date d'achèvement des responsabilités respectives
9.1	Une fois que le vérificateur confirme le Code foncier et le plan de ratification de la Communauté sont compatibles avec l’AC, présenter le Code foncier et AD à la communauté pour approbation	6.2	Discutez avec AADNC de leur calendrier et le plan de travail pour préparer AD	7.2	Préparer la liste des électeurs admissibles
10,4 [1]	Des copies certifiées du Code foncier sont mises à la disposition dans des lieux appropriés	4.2 à 4.3	Discutez avec RNCan de leur horaire et calendrier pour le rapport de recherche [RDT] et des études proposées; discuter de l'accès aux terres de réserve pour les enquêtes nécessaires de l’AC	7.6 a	Prendre des mesures raisonnables pour localiser les EA et les informer de leur droit de participer et dans la manière dont ce droit peut être exercé.
		04.04 à 04.06	Dans le cas échéant, discuter avec AADNC, RNCan et le CR des terres de réserve en considération pour l'exclusion	7.8	Prendre des mesures appropriées pour informer les tierces parties, avec un droit ou intérêt foncier sur les terres de réserve, de: [i] AC; [Ii] la législation fédérale; [Iii] Code foncier proposé; [Iv] date de vote de la Communauté; aviser le vérificateur de l'achèvement
		4.1 à 4.3	Examiner avec le CR et fournir une rétroaction à RNCan sur le rapport de description des terres	07.03 à 07.05	Sélectionnez une option de ratification en vertu de l'Accord-cadre [des clauses 07.03 à 07.05] pour le vote communautaire; informer le vérificateur et AADNC
		6.1	Signer l’AD avec le ministre; et fournir une copie au vérificateur	7.6 b	Envoyer aux EA sur la liste les informations et expliquer le contenu de: [i] AC; [Ii] la législation fédérale; [Iii] AD; [Iv] Code foncier proposé; envoyer une copie de l'information et la liste des bénéficiaires au vérificateur
				8.3 [b]	Finaliser la liste des EA
				8.3 [c]	Envoyer au vérificateur l’accomplissement des mesures prises pour se conformer aux articles 7.6 et 7.7 de l’AC
				7.2	Soumettre la liste définitive des

					E A au vérificateur
				9.1	Procéder au vote de la communauté
				10.1	Si la communauté approuve le Code foncier et AD, le Conseil envoie une copie des documents au vérificateur avec la déclaration que les documents ont été approuvés

Annexe B: Activités consolidées des Parties

Légende pour les zones d'activités: Code foncier [CF], Vote Communauté [VC], Vérificateur [V]; Accord distinct [AD]: Général [G], financement [\$], l'évaluation environnementale de site [EES], Rapport de Description des terres [RDT]			CF	VC	V	AD: G	AD: \$	AD: EES	AD: RDT
1er trimestre	1	Première nation [PN]: nommer un représentant							
	2	PN: Examen modèle CF et modèle CF par d'autres PN	CF						
	3	PN: Examen modèle de processus ratification communautaire [PRC] et PRC par d'autres PN		VC					
	4	PN: Préparer une stratégie pour localiser et informer les électeurs admissibles [EA], sur et hors réserve.		VC					
	5	AADNC: Élaborer un plan de travail pour préparer l'accord distinct [AD]				G			
	6	RNCan: Début du processus de recherche et commencer la préparation du rapport de recherche [RDT]							RDT
	7	AADNC: Discuter avec PN de la nécessité d'une évaluation environnementale de site [EES]						EES	
	8	PN: Conseiller AADNC des "problèmes environnementaux réels ou potentiels" connus sur leurs terres de réserve						EES	
	9	PN: Si l'EES est nécessaire, fonds provenant de AADNC, contrat avec la firme environnementale						EES	
	10	PN: Coordonner une conférence téléphonique avec les parties pour organiser une prochaine réunion et leurs présentations respectives							
	11	PN: Discuter avec le Centre de ressources [CR] du choix d'un vérificateur de la liste des vérificateurs approuvés préalablement			V				
2e trimestre	12	PN: Avise le CR & AADNC de la sélection du vérificateur			V				
	13	PN: Entamer des discussions avec AADNC et RNCan sur le processus et le calendrier prévu pour l'achèvement de l' AD				G			
	14	PN: réunion d'accueil de toutes les parties pour discuter de leurs activités respectives; RNCan: discuter des questions soulevées par le rapport de recherche, les enquêtes proposées [y compris l'accès aux terres de réserve] et le calendrier pour préparer le RDT	CF	VC	V		\$	EES	RDT
	15	AADNC: Fournir à la PN la liste actuelle des intérêts Loi sur les Indiens et d'autres informations détenues par Canada [FA: 6.3c]				G			
	16	PN: Répondre à AADNC sur leur liste des «droits ou intérêts et licences terrestres" dans les terres de réserve des Premières nations				G			
	17	AADNC & CR: Expliquez aux PN le niveau de financement opérationnel et le processus de calcul qui détermine la catégorie du niveau de financement de la PN, niveau 1, 2 ou 3					\$		
	18	AADNC: Expliquez aux PN le calcul du montant total des recettes doit être inclus dans l'annexe de l' AD					\$		
	19	PN et RNCan: À la fin du trimestre 2, discuter des changements à l'horaire et à la préparation du RDT							RDT
3e trimestre	20	PN: Préparer l'ébauche n ° 1 du CF en utilisant le modèle et des échantillons des CF d'autres PN.	CF						
	21	PN: Préparer la liste préliminaire des électeurs admissibles.		VC					
	22	PN: Discuter avec AADNC de toute autre information détenue par le Canada qui peut porter atteinte aux intérêts / droits fonciers / licences dans les terres de réserve des Premières nations.				G			
	23	RNCan: mise à jour à la PN sur l'état des enquêtes et RDT							RDT
	24	Parties: Dans le cas échéant, discuter de toutes les terres de réserve en considération pour l'exclusion.				G			
	25	PN et AADNC: Discuter de l'ébauche du rapport de l'EES						EES	
	26	PN et AADNC: Dans le cas échéant, discuter de la liste des questions foncières qui restent à résoudre, avant le vote, ou post-vote				G			

Trimestre 4	27	Parties: Discuter mise à jour sur le calendrier pour terminer l'AD.				G			
	28	PN: Préparer l'ébauche n ° 2 du CF suite de l'engagement communautaire	CF						
	29	PN: Préparer un document sur le processus de ratification communautaire [PRC] déterminer comment les électeurs admissibles seront situées et informés de leur droit à participer au VC et le processus par lequel ils peuvent exercer leur droit		VC					
	30	PN: Envoyer CRP au vérificateur		VC	V				
	31	PN: mise à jour du vérificateur sur les mesures prises pour localiser les électeurs admissibles et les informer de leur droit de participer et processus d'exercer ce droit		VC	V				
	32	PN et AADNC: Finaliser le rapport de l'EES						EES	
	33	RNCan: mise à jour de la PN sur l'état du RDT							RDT
	34	PN et AADNC: Dans le cas échéant, mise à jour des discussions de toute liste de questions territoriales en suspens à résoudre				G			
Trimestre 5	35	PN: Compléter l'ébauche n ° 3 du CF suite à l'engagement de la communauté et soumettre au vérificateur	CF		V				
	36	PN et RNCan: Discuter de l'état, ou de l'achèvement, du RDT							RDT
	37	PN et AADNC: Discuter de la liste définitive des intérêts de la Loi sur les Indiens fourni et de toute autre information [FA 6.3c]				G			
	38	PN et AADNC: Discuter des recettes totales à être identifiées dans l'AD					\$		
	39	PN et AADNC: Compléter l'AD				G			
	40	PN et de contrôle: Confirmer la conformité du PRC avec les clauses 7.6 et 7.7 de l'AC		VC					
	41	PN: Mettre en œuvre le PRC en prenant des mesures appropriées pour informer les 3e parties [avec un droit ou intérêt foncier sur les terres de réserve] de: AC & LGTPN, CF, et date VC, conformément au PRC; alors aviser le vérificateur de mesures complétées	CF	VC		G			
	42	PN: mise à jour du vérificateur sur les mesures prises pour localiser les électeurs admissibles et les informer de leur droit de participer et processus d'exercer ce droit		VC	V				
	43	PN: Sélectionner l'option de ratification en vertu de la Loi [clauses 7.3 à 7.5] et en informer les parties		VC					
Trimestre 6	44	PN et RNCan: Discuter de l'état, ou de l'achèvement, du RDT							RDT
	45	PN: compléter le CF suivants commentaires fournis par le vérificateur	CF						
	46	PN: examen juridique complet du CF	CF						
	47	PN: examen juridique complet de l'AD				G			
	48	PN et de contrôle: Finaliser la conformité du CF avec l'AC							
	49	PN et AADNC: Soit initialiser l'AD, ou signer officiellement, l'AD				G			
	50	PN: liste définitive complète des électeurs admissibles		VC					
	51	PN: Veiller à ce que tous les électeurs admissibles figurant sur la liste ont reçu des informations expliquant le contenu de: [i] AC; [Ii] LGTPN; [Iii] AD; Et [iv] CF							
	52	PN: mise à jour au vérificateur sur les mesures prises pour localiser les électeurs admissibles et les informer de leur droit de participer et processus d'exercer ce droit	CF	VC		G			
Trimestre 7	53	PN: Soumettre liste définitive des électeurs admissibles au vérificateur		VC	V				
	54	PN: Nommer un agent de ratification, si vous utilisez un agent de ratification		VC					
	55	PN: Discuter avec le vérificateur des modifications supplémentaires qui pourraient être nécessaires pour finaliser le CF	CF		V				
	56	PN: Envoyer la confirmation au vérificateur de toutes les mesures définitives nécessaires pour se conformer aux clauses 7.6 et 7.7 de l'AC		VC					
	57	PN: Envoyer le CF final et l'AD de la communauté, conformément au PRC	CF			G			
Trimestre 8	58	PN: conduite vote sur CF & l'AD	CF			G			
	59	PN: Si la communauté approuve CF & AD, envoyer une copie des documents au vérificateur qui ont été dûment approuvés	CF			G			
	60	PN: Demander au ministre de signer AD si l'AD a été initialisé à l'étape 49				G			
	61	PN :Fournir une copie signée de l'AD au vérificateur				G			
	62	PN: Si les votes communautaires pour ratifier le CF & AD, s'assurer que des copies certifiées et conformes du CF sont disponibles aux endroits appropriés							

Annexe C: Financement de la Première nation et calendrier de paiement

Calendrier de paiement	Année 1	Année 2
Année 1 - Paiement 1 à la signature du DMEO [voir explication en (a) ci-dessous]	\$ 18 750	
Année 1 - Paiement 2 (remboursement pour l'achèvement des activités de Q1 et Q2)	\$ 18 750	
Année 1 - Paiement 3 (remboursement pour l'achèvement des activités de Q3)	\$ 18 750	
Année 1 - Paiement 4 (remboursement pour l'achèvement des activités de Q4)	\$ 18 750	
Année 2 - Paiement 5 (Remboursement de l'achèvement des activités de Q5)		\$ 18 750
Année 2 - Paiement 6 (Remboursement de l'achèvement des activités de Q6)		\$ 18 750
Année 2 - Paiement 7 (Remboursement de l'achèvement des activités de Q7)		\$ 18 750
Année 2 - Paiement 8 (Remboursement de l'achèvement des activités de Q8)		\$ 18 750
La contribution maximale	\$ 75 000	\$ 75 000

Processus de paiement de la Première nation

- a. Le paiement de \$ 18,750 sera distribué lors de la signature de ce document par la Première Nation et le Centre de ressources pour la participation de la Première nation dans la réalisation de l'Accord distinct.
- b. Les paiements visés à l'annexe B suivront l'achèvement des activités de mise en œuvre.
- c. Les formulaires de demande et les instructions, ainsi que les étapes et les montants de financement et les exigences de déclaration, sont disponibles et expliquées à:
www.labrc.com /

May 2007

SOME ISSUES IN LAND CODE DEVELOPMENT

There are many issues to consider in the development of a First Nation land code. The Framework Agreement, section 5.2, contains most of the subjects that are to be included in a land code. In the last 10 years there have been several dozen land codes prepared and communities have ratified 19 land codes to date.

In developing land codes First Nation often look to the LAB for some guidance. This note provides an overview of three (3) of those areas in which First Nations frequently seek guidance:

1. Estates, section 5.2 (b.1) of the Framework Agreement
2. The procedures for making First Nation laws, section 5.2 (e) of the Framework Agreement
3. The identification or establishment of a forum to resolve disputes concerning First Nation lands, section 5.2 (g)

Estates, section 5.2 (b.1) of the Framework Agreement

The land code of a First Nation will set out the procedures that apply to the transfer, by testamentary disposition or succession, of any interest in First Nation land.

Under the Indian Act, the Minister of Indian Affairs has the responsibility to administer wills and estates. Historically, INAC has done much of the estate administration work for First Nation members. However, in the last 20 years INAC has moved away from administration of estates and permitted next of kin to deal with administration of the estate or an executor in the case of a will.

In many First Nations, the land manager is involved in one or another aspect of estates particularly when concerned with lands held by an estate under a Certificate of possession. The Indian Act does not apply to customary land holdings. However, First Nation with custom land holdings are encouraged to include similar provisions.

In the mid-nineties, when the Framework Agreement was negotiated, there was a major backlog in administering Indian estates. First Nations were concerned that the INAC wanted to transfer this administrative responsibility to First Nations with a land code. To avoid assuming control over Indian estates, the provisions of the Indian Act concerning estates continue to apply to First Nations with a Land Code.

However, there is only one minor exception to this general rule. If a CP is to be transferred from the estate of a member to another member by will, succession or purchase, the First Nation must make certain that the transferee uses the appropriate documents and formally registers the interest with the First Nation.

This requirement is included in a land code because INAC no longer has the authority to issue a Certificate of Possession (or Allocation) to the transferee. This is also intended to make sure that only members can hold a CP interest in his or her First Nation land in compliance with a First Nation land code.

The following two clauses are suggested as possible clauses to deal with this estate issue. The first clause is concerned with the situation in which a CP is devised by will to another member or through the administration of an estate, if the member has died without a will. The second clause is concerned with the situation in which a member buys the CP from the estate.

Sample Estate Clause

1. A Member who claims to be entitled to possession of First Nation lands by devise or descent in accordance with the provisions of the Indian Act relating to the estate of an Indian is not entitled to [lawful possession of that land] or [Certificate of Possession] or [Allotment] unless:
 - (a) the Member has filed with [Council] or [First Nation], an instrument in a form prescribed by Council, duly executed by the personal representative of the estate of the deceased member transferring the possession to the Member; and
 - (b) the instrument referred to in subsection (a) is registered in the First Nation Land Register and the _____ First Nation Land Register.
2. The purchaser of a right to possession of First Nation lands under the provisions of subsection 50(2) of the Indian Act, shall be deemed not to be in lawful possession of that land unless:
 - (a) the Purchaser has filed with [Council] or [First Nation], an instrument in a form prescribed by Council, duly executed by the person authorized under the Indian Act to execute a transfer of lawful possession of the land obtained under subsection 50(2) of the Indian Act; and,

(b) the instrument referred to in subsection (a) is registered in the First Nation Land Register and the _____ First Nation Land Register.

The Procedures for Making First Nation Laws, section 5.2 (e) of the Framework Agreement

The land code of a First Nation will set out the procedures for making and publishing its First Nation laws

The Framework Agreement recognizes the right of a First Nation to manage its lands as an owner and to make laws concerning its First Nation lands. There are a number of possible options which can be used to make First Nation laws. The land code could provide that:

1. Council make all laws;
2. First Nation members make laws; or
3. A combination of Council and First Nation members make First Nation laws.

Under the *Indian Act*, it is Council which has all the power to make bylaws. The Framework Agreement provides the opportunity to involve the community in the law-making process.

In several First Nations the community must approve of all First Nation laws. Community meetings are held for the specific purpose of approving laws. A minimum number of members are required to achieve a quorum and the majority of those members may approve of a law. Sometimes more than one meeting of members is required. In other First Nations, only certain laws require community approval, such as a land use or zoning plan. The balance of law-making authority is left to Council.

First Nations should consider the best method of involving the community in the law-making process. If every law requires community approval or the holding of one or more community meetings to give approval to a law, then the law-making process can be a long, difficult and expensive process.

If, for example, a Council wishes to pass a law on the forms to be used in land transactions on its First Nation land or to establish the office of land manager, then community interest is unlikely to be very high. This is especially true if it is proposed to amend that law to add a new form or change an existing form.. It may be very difficult to have a community meeting with a quorum. As a result, it may be almost impossible to make a law. Many laws are for "house-keeping" purposes and members will generally not attend these meetings.

If there are three or four laws a year requiring community approval then it is also possible that the First Nation will have member fatigue - too many meetings. There is also a need to consider the cost to the First Nation of having an employee, possibly full-time, to administer the process - send out notices, prepare laws for public use, deal with questions from members, arrange meetings, take minutes, etc.

One solution to these concerns would allow Council to make laws on most matters and require community approval for only those matters that are considered important enough that members will be interested and involved. If a law is proposed in Council, notice would be given to the members of a Council meeting at which the law will be discussed and members can attend the meeting and provide their comments and concerns or send written comments and concerns which would be considered by Council. The Council would still have the power to make the law, but only after the input of members. This is a more efficient and timely process than having the members vote on each and every law. Many of the land codes of First Nations use this approach

Each First Nation is different and should consider the best law-making process for its own needs. Long complex process with three readings of the law held at public meetings, each with a quorum may be costly and difficult to administer. If a First Nation already has difficulty having a well-attended community meeting this process will not work. In drafting land codes, it is important to strike a balance between the community and Council in making laws.

The identification or establishment of a forum to resolve disputes concerning First Nation lands, section 5.2 (g) of the Framework Agreement

There have been a number of different approaches used by First Nations to deal with dispute resolution in their Land Codes. The following three options have been used:

1. Disputes in relation to First Nation land can be determined by a court of competent jurisdiction.

This provision identifies a forum - a court of competent jurisdiction. The parties to the dispute have little alternative but to seek legal assistance and begin some form of litigation. Any costs associated with the litigation is assumed by the parties. This is similar to the current situation under the *Indian Act*.

2. Require the parties to the dispute to make reasonable and good faith efforts to resolve the dispute through a mediated process.

This option makes mediation a required step in a dispute. The parties to the dispute control the choice of mediator and assume the costs of mediation. If mediation does not result in a settlement, the parties are then free to litigate the dispute. The

advantage of mediation is that it can be done fairly quickly and with relatively little cost as compared with litigation.

3. Require mediation and establish a Panel of Mediators

This option is similar to option 2, but Council or the First Nation Land Management Board would appoint experienced mediators acceptable to the First Nation to a Panel. Parties to a dispute concerning First Nation land would be required to mediate the dispute and use a member of the First Nation appointed roster.

4. Establish a First Nation "Dispute Resolution Panel"

Council or the First Nation Land Management Board could create a dispute resolution procedure to resolve disputes. This panel or tribunal could have powers to make decisions, similar to a court or it could use mediation in an effort to resolve the dispute.

The members of the panel or tribunal would be appointed by Council or the First Nation Land Management Board. The panel could establish its own procedural rules. The costs of the panel and related expenses - office, secretarial etc. would be borne by the First Nation. The parties to the dispute would pay for their own costs for any legal assistance, if it is required.

In determining which approach is best for a First Nation consider:

- the number of disputes concerning land which now occur in each community
- any First Nation preference for either mediation or litigation
- resources required, if any, to establish and or administer the forum
- existing dispute resolution mechanisms already operating in the First Nation

DATE:

LAND CODE CHECKLIST

FOR

Compliance with the Framework Agreement

Draft Date or Version # _____

_____ First Nation

Framework Agreement Section	Text of Section	First Nation Land Code Section	Comment
5.2 (a) Note also 2.1 "First Nation lands"	describe the lands that are subject to the Code must be reserve lands		-
(b)(i)	set out the general rules and procedures applicable to the use and occupancy of First Nation land, including use and occupancy under (i) licenses and leases AND		
(b)(ii)	interests or rights in First Nation land held pursuant to allotments under subsection 20(1) of the Indian Act or pursuant to the custom of the First Nation;		
(b.1)	the procedures that apply to the transfer, by testamentary disposition or succession, of any interest or right in First Nation land		

(c)	set out the general rules and procedures that apply to revenues from natural resources belonging to First Nation land		
(d)	set out the requirements for accountability to First Nation members for the management of moneys and First Nation lands under the land code		
(e)	set out the procedures for making and publishing its First Nation laws		
(f)	set out the conflict of interest rules for land management		
(g)	the establishment or identification of a forum for the resolution of disputes in relation to interests or rights in first nation land;		
(h)	the general rules and procedures that apply in respect of the granting or expropriation by the first nation of interests or rights in first nation land;		
(i)	set out the general authorities and procedures whereby the First Nation council delegates administrative authority to manage First Nation land to another person or entity		
(j) see also 7.10, 14.2	set out the procedure by which the First Nation can amend its land code or approve an exchange of its First Nation land		
5.3 (a)	any general conditions or limits on the power of the First Nation council to make First Nation laws		
(b)	any general exceptions, reservations, conditions or limitations to be attached to the rights and interests that may be granted in First Nation land		

(c)	any provisions respecting encumbering, seizing, or executing a right or interest in First Nation land as provided in clause 15		
(d)	any other matter respecting the management of First Nation land		
5.4 (a)	a community consultation process for the development of general rules and procedures respecting, in cases of breakdown of marriage, the use, occupation and possession of first nation land and the division of interests or rights in first nation land		
(c)	the rules and procedures referred to in clause (a) shall be enacted in the First Nation's land code or First Nation laws;		
10.7	A land code takes effect on the day that it is certified by the verifier or on such later date as may be specified in the land code		
15.3	A land code may provide that some or all of the provisions of subsection 89(1.1) of the Indian Act are also applicable to other leasehold interests in any First Nation lands.		
16.2	Any rights of locatees in possession of First Nation land, either by custom or by allotment under the Indian Act, to transfer, lease and share in natural resource revenues will be defined in the land code.		



LAND CODE: FREQUENTLY ASKED QUESTIONS

Taking Responsibility for Land Management

Q1. What is a Land Code?

- A1.** A Land Code will be the basic land law of the First Nation and will replace the land management provisions of the *Indian Act*.

The Land Code will be drafted by the First Nation and will make provision for the following matters:

- identifying the reserve lands to be managed by the First Nation (called “First Nation land”),
- the general rules and procedures for the use and occupation of these lands by First Nation members and others,
- financial accountability for revenues from the lands (except oil and gas revenues, which continue under federal law),
- the making and publishing of First Nation land laws, such as the Land Use Planning law and set out conflict of interest rules for land management,
- the community process to develop rules and procedures applicable to land on the breakdown of a marriage,
- a dispute resolution process,
- procedures by which the First Nation can grant interests in land or acquire lands for community purposes, and
- the delegation of land management responsibilities, and the procedure for amending the Land Code.

Q2. Is the *Indian Act* still relevant to a First Nation that has adopted a Land Code?

- A2. YES.** Approximately two-thirds of the provisions of the *Indian Act*, which do not deal with land matters, continue to apply to a First Nation that has a Land Code. For example, the sections dealing with elections and governance continue to apply to the First Nation.

Q3. Are First Nation members involved in developing a Land Code?

- A3. YES.** The contents of the Land Code are developed by the membership of the First Nation. Typically, a Land Code Development Committee is formed to be responsible for developing the draft Land Code for the First Nation. The Land Code Development Committee is usually comprised of members knowledgeable about lands and resources.

The Land Code Development Committee holds community meetings with the members to develop policy upon which the Land Code is based. Once the draft Land Code begins to take shape, drafts are circulated in the community for comment. Door-to-door meetings with members may also be arranged to allow the Land Code Development Committee and members an opportunity for more in-depth discussion of the draft Land Code.



As a fundamental principle, the development of a Land Code is an exercise in community self-government at a “grass-roots” level.

Q4. Does the Land Code need community approval?

- A4. YES.** In order for the First Nation to assume control over its lands, the Land Code and the Individual Agreement must be ratified by the members of the First Nation.

The procedure for the community ratification process is developed by the Community in accordance with the *Framework Agreement*. This process will be set out in a Community Ratification Process document that will contain the details of the entire process. The ratification procedure involves a thorough process to locate all eligible voting members and thus providing them with the opportunity to vote in-person or by mail.

Q5. Are off-reserve members involved?

- A5. YES.** All members of the First Nation who are at least 18 years of age, whether living off-reserve or on-reserve, have the right to vote on the Land Code and the Individual Agreement.

Q6. Is there a verification process?

- A6. YES.** An independent person selected jointly by the First Nation and Canada, called a Verifier, will monitor and confirm that the community ratification process and the First Nation’s Land Code are consistent with the *Framework Agreement*. Once that is confirmed, the process of monitoring the ratification is conducted by the Verifier in accordance with the Community Ratification Process.

TAXATION

Q7. Will First Nation land be subject to taxation?

- A7. NO.** The current exemption of reserve lands and property situated on-reserve, will continue under the relevant provisions of the *Indian Act*, s.19 & s.89(1) & (2).

The Land Code does not authorize laws relating to the taxation of real or personal property. Such laws may be made separately pursuant to section 83 of the *Indian Act*.

Q8. Can a First Nation tax land under the Framework Agreement?

- A8. NO.** The Land Code does not authorize laws relating to the taxation of real or personal property. Such laws must continue to be made separately pursuant to section 83 of the *Indian Act*.



FUNDING

Q9. Is funding available to a First Nation to operate under a Land Code?

A9. YES. Canada provides operational funding to First Nations

- to manage its First Nation land,
- to make, administer and enforce its laws under a Land Code, and
- to administer an environmental assessment and management processes on First Nation land.

The amount of funding will be agreed upon between the First Nation and Canada. The amount will be set out in the Individual Agreement with Canada and is subject to the approval of the members of the First Nation as part of the Community Ratification Process.

ABORIGINAL AND TREATY RIGHTS

Q10. Does the *Framework Agreement* affect Treaty rights?

A10. NO. The *Framework Agreement* is not a treaty and does not affect any treaty rights.

Q11. Does the *Framework Agreement* affect other Aboriginal rights?

A11. NO. The *Framework Agreement* is not intended to define or prejudice inherent rights, or any other rights, of First Nations to control their lands or resources or to preclude other negotiations in respect of those rights.

PROTECTION OF FIRST NATION LAND

Q12. Will First Nation lands be protected under the *Framework Agreement*?

A12. YES. The land base of a First Nation is protected for future generations.

- Once a reserve becomes First Nation land under a Land Code, it cannot be sold or surrendered for sale.
- First Nation land is immune from expropriation for any provincial purpose and no provincial government or agency can have First Nation land expropriated by Canada.
- The power of Canada to expropriate First Nation land is restricted to cases where it is “justified and necessary for a federal public purpose that serves the national interest.” If such a case did occur, the First Nation must receive an equivalent amount of land as compensation, in addition to financial compensation for other damages.
- A First Nation may decide that it is advantageous to exchange some of its First Nation land for other lands. Provision can be made in its Land Code for



a procedure to negotiate and approve such exchanges. However, any exchange of land cannot occur without the consent of the First Nation community.

FEDERAL RESPONSIBILITY

Q13. Is there any continuing federal responsibility for First Nations lands?

- A13.** Canada will continue to hold title to First Nation land, although Canada will no longer have management authority over the land.

The Minister of Aboriginal Affairs and Northern Development Canada (AANDC) will no longer be involved in the management of the First Nation's reserve lands.

Q14. Who is liable for damages related to First Nation land?

- A14.** Canada will remain liable for and will indemnify a First Nation for losses suffered as a result of any act or omission by Canada, or its agents, that occurred before the First Nation's Land Code comes into effect.

A First Nation becomes liable for the acts and omissions of the first Nation or any person or entity authorized by the First Nation to act in relation to First Nation land that occur after the First Nation's Land Code comes into effect.

LAW MAKING

Q15. Can a First Nation make laws?

- A15. YES.** A First Nation council, managing its lands under a Land Code, will have the power to make laws in respect of the development, conservation, protection, management, use and possession of First Nation land. This includes laws on zoning, environment, services and dispute resolution.

The First Nation Council can continue to make by-laws under sections 81 and 85.1 of the Indian Act. For the most part, these by-laws relate to matters other than land.

ACCOUNTABILITY

Q16. Is a First Nation Council accountable to the members?

- A16. YES.** Besides being politically accountable, a First Nation Council under the Land Code is legally responsible for managing the lands and resources for the benefit of the members of a First Nation.

Q17. How will accountability to the members be ensured?

- A17.** A Land Code will make provision for a First Nation to report annually to its members on its land management activities. The Land Code will also set out rules on financial



accountability for its management of lands, resources and revenues. The First Nation Council is politically and legally accountable for the laws that it enacts.

Land Codes may provide that certain laws or policies must be ratified by the community before they take effect. Examples of what might require community approval before taking effect could include:

- a Land Use Plan,
- a grant of interest in First Nation land for a term exceeding 25 years,
- any grant or disposition of any natural resources for a term exceeding 5 years, or
- a charge or mortgage of a leasehold interest.

LAND DEVELOPMENT

Q18. Will First Nations be able to develop their land?

A18. YES. First Nations will be able to create land development policies and laws to promote economic development. The First Nation may also become directly involved in economic development activities to create revenue and job opportunities for its members.

Q19. Can First Nation land be mortgaged?

A19. NO. Title to First Nation land remains with the federal Crown and cannot be mortgaged. Title for First Nation land cannot be lost through legal process.

Q20. Can interests in First Nation land be mortgaged?

A20. YES. Leasehold interests are capable of being mortgaged. In its Land Code, a First Nation may allow leasehold interests on First Nation land to be subject to mortgages and seizure by third parties.

A First Nation may also allow any Certificates of Possession held by members to be mortgaged to the First Nation itself or to other members.

In the event of the default on a leasehold mortgage, the First Nation has first right to redeem the mortgage.

Q21. Will personal property be subject to seizure under legal process?

A21. NO. The current exemption of personal property situated on-reserve will continue under the relevant provisions of the *Indian Act*, s.89(1).

Q22. Can First Nation land be sold?

A22. NO. Surrender for sale is prohibited in order to protect the land base of the First Nation for future generations.



Q23. Can First Nation land be exchanged?

A23. YES. A First Nation may decide that it is advantageous to exchange some of its First Nation land for other lands. Provision can be made in its Land Code for a procedure to negotiate and approve such exchanges. An exchange of land cannot occur without the consent of the First Nation members.

ENVIRONMENT

Q24. How will the environment be protected?

A24. A First Nation will have the power to make environmental laws. These laws will deal with environmental assessment and protection.

Q25. What happens to existing environmental problems under the *Indian Act*?

A25. Canada may be liable for any environmental damages to First Nation Land before the Land Code comes into effect. This will depend on the facts or circumstances of each case. Canada's liability for such "legacy" contamination does not end when a First Nation adopts a Land Code.

Before bringing a reserve under its Land Code, a First Nation is entitled to full disclosure on any environmental problem from Canada. The First Nation may decide to exclude the land from its Land Code until the problem is fixed by Canada.



LAND DESCRIPTION REPORT SUMMARY

WHAT IS A LAND DESCRIPTION?

A land description is the textual reference to existing survey plans (or direction and distance measurements), describing the extent of the reserve lands that will be subject to the Land Code of the First Nation (FN). A land description is a requirement under Section 6.1(a) of the *First Nations Land Management Act (FNLMA)* and fulfills part of Canada's obligation in implementing the *FNLMA* regarding FN reserves. In the situations where a portion of a reserve is to be excluded under Section 7 of the *FNLMA* (and where possible), the land description will reference both the lands that will be subject to the LC, and those lands that will remain under the management of the *Indian Act*.

The reference to the land description contained in the Individual Agreement (IA) and the Land Code (LC) should be the same, and should reference the Canada Lands Surveys Records (CLSR) number assigned to the Land Description Report (LDR).

The LDR is a document (certified by a Canada Lands Surveyor) that contains the land description, administrative sketch (a visual aid to understanding the description), a photo overlay of the reserve (where available) and any outstanding issues relating to the exterior boundaries of the reserve (that have not been resolved).

WHY IS A LAND DESCRIPTION REQUIRED IN THE DEVELOPMENTAL PROCESS?

As per Section 6.1(a) of the *FNLMA*, a land description must be included in the LC, and must be suitable to the Surveyor General of Canada.

a description of the land that is to be subject to the land code that the Surveyor General may prepare or cause to be prepared or any other description that is, in the Surveyor General's opinion, sufficient to identify those lands;

The land description is intended to provide certainty to the boundaries of the FN lands that the LC will be administered over.

WHO CARRIES OUT THE LDR WORK FOR CANADA?

As the Surveyor General is responsible to determine the suitability of a land description for a LC, the Surveyor General Branch of the Department of Natural Resources Canada (NRCan) prepares the LDRs. NRCan has the resources (original plans, field notes, other survey related documents), expertise and experience required to prepare the LDR. Click on <http://www.nrcan.gc.ca/earth-sciences/geomatics/canada-lands-surveys/surveyor-general/10876> to find more information on NRCan.

HOW ARE THE LDRs PREPARED?

NRCan has developed Guidelines to ensure the land description used for this transfer is based upon solid research of the historical extent of the reserve, the present extent of the reserve, and the transition between the two. The Guidelines also ensure quality and consistency of the land descriptions prepared for FN lands across Canada.

WHAT IS THE FIRST NATION'S ROLE REGARDING THE LDR?

As part of the due diligence required by a FN in the developmental process, the FN must:

- Review the LDR prepared for each of its reserve lands
- Internally discuss the draft LDR and provides comments (where necessary)
- Provide approval for the LDR (enabling the LDR to be finalized and recorded in the CLSR)

WHO TO CONTACT

Any questions on the interpretation/understanding of the LDR can be directed to the LABRC, the local NRCan office or the local AANDC office.

For more information on LDR review following courselets: [Developmental Phase](#), [Individual Agreement](#), [Implementation Document](#)

A Land Code at a Glance Summary

There are 9 Sections in this Land Code:

Part 1. Preliminary Matters

This introduces the Land code to the reader and defines how the document should be read. There is a description of the terms that will be used in the document, an explanation of where the authority to govern comes from, what the purpose of the land code is and what lands the land code applies to (the reserve land description).

Part 2. First Nations Legislation

This section outlines what law making power “X” First Nation will have out of the land code and the procedure for how new land laws will be created and implemented (including where they will be published and when they take effect) under the land code.

Part 3. Community Consultation and Approvals

This section defines how and what the process is for implementing various elements of the land code. For example, approving a “X” First Nation land use plan or enacting land laws requires community approval under the conditions defined in this section.

Furthermore, this section touches on the procedures for a “meeting of members”, and the ratification process and approval thresholds are for passing laws or other matters such as: i.e. development of a heritage site, amendment to the land code, or any other matter.

Part 4. Protection of Land

This section outlines some of the key protections the land code offers- and the special conditions by which the “X” First Nation could expropriate land (only by community approval through ratification vote) and the conditions for calculating compensation, but also the rights that may not be expropriated. This section also defines the necessity for a law on heritage sites, and ensures no development or amendment can be made to the land use plan to get rid of a heritage site created under this law. Finally this section states that an agreement is necessary for “X” First Nation to exchange land with another party (i.e. First Nation, Province, and Federal Government) and there are conditions to be met for lands to be received (such as the need for an appointed negotiator, freedom of receiving additional compensation or land in trust, and federal commitment to add any lands to the existing reserve base).

Part 5. Accountability

This section really has to do with how the land code is administered by “X” First Nation including the rules for a “conflict of interest” and the duty to report and abstain from participation in land matters where there is a conflict. Also in the context of conflict of interest this section defines the non-application of these rules for common interests, dealing with disputes and penalties.

This section also applies to how financial management, audit and financial reporting will be conducted – establishing separate lands bank accounts, signing officers, bonding, signing authorities, and the adoption of the fiscal year for operations and reporting. This

section also goes into detail about the specific rules for a year to year lands budget and financial policy. The final part of this section is about financial records and the member's right to access information on year to year financial statements, audit report, the annual report on lands, and the penalties for interference or obstructing the inspection of these records by another member- and the coordination and roles responsible for creating and making these documents public (i.e. auditor and council).

Part 6. Land Administration

This section starts off by establishing the lands committee- it defines the composition, eligibility requirements, selection method, and term of office and dealing with vacancies. This section also will define how revenue monies from lands will be handled (from fees, leases etc.) and how the registration of land interests (leases, permits, licenses) will be conducted and how it is captured through First Nations Land Registry System (FNLRs) and a duplicate register if directed.

Part 7. Interests in Land

This section relates more to the operation of the "X" First Nation lands administration and how it will address existing (CPs) and new land related interests (new CPs or allocations). This section defines that there will need to be written documents, standards created, and that consent will be necessary to process any granting or disposing of assignments of land. This section defines the rights of CP holders and the procedure for cancelling a CP, the transfer and use of a CP, and the situation when a CP holder ceases to be a member. This section also defines the limits on mortgages and seizures, transfers upon death, and the principles for spousal property law.

Part 8. Dispute Resolution

This section is created to address how possible disputes that could arise by any benefactor (member of "X" First Nation) of the land code and how the process for addressing disputes will be conducted. For example an adjudicator would be established to resolve disputes in relation to lands unless members could come to some resolve by way of an informal resolution of disputes. The section sets out the powers for the adjudicator, adjudication procedures and decisions and the member's ability to appeal these decisions and expectations around costs.

Part 9. Other Matters

This section defines four items (could be more) to address common issues such as:

- Liability- the need for director and officers insurance for land committee members,
- Offences and enforcement- what are offences and what is the penalty,
- Amendments to Land Code- specifically the process for amending this land code,
- Commencement- defines when the actual start date will be.

DATE:

LAND CODE CHECKLIST

FOR

Compliance with the Framework Agreement

Draft Date or Version # _____

_____ First Nation

Framework Agreement Section	Text of Section	First Nation Land Code Section	Comment
5.2 (a) Note also 2.1 "First Nation lands"	describe the lands that are subject to the Code must be reserve lands		-
(b)(i)	set out the general rules and procedures applicable to the use and occupancy of First Nation land, including use and occupancy under (i) licenses and leases AND		
(b)(ii)	interests or rights in First Nation land held pursuant to allotments under subsection 20(1) of the Indian Act or pursuant to the custom of the First Nation;		
(b.1)	the procedures that apply to the transfer, by testamentary disposition or succession, of any interest or right in First Nation land		

(c)	set out the general rules and procedures that apply to revenues from natural resources belonging to First Nation land		
(d)	set out the requirements for accountability to First Nation members for the management of moneys and First Nation lands under the land code		
(e)	set out the procedures for making and publishing its First Nation laws		
(f)	set out the conflict of interest rules for land management		
(g)	the establishment or identification of a forum for the resolution of disputes in relation to interests or rights in first nation land;		
(h)	the general rules and procedures that apply in respect of the granting or expropriation by the first nation of interests or rights in first nation land;		
(i)	set out the general authorities and procedures whereby the First Nation council delegates administrative authority to manage First Nation land to another person or entity		
(j) see also 7.10, 14.2	set out the procedure by which the First Nation can amend its land code or approve an exchange of its First Nation land		
5.3 (a)	any general conditions or limits on the power of the First Nation council to make First Nation laws		
(b)	any general exceptions, reservations, conditions or limitations to be attached to the rights and interests that may be granted in First Nation land		

(c)	any provisions respecting encumbering, seizing, or executing a right or interest in First Nation land as provided in clause 15		
(d)	any other matter respecting the management of First Nation land		
5.4 (a)	a community consultation process for the development of general rules and procedures respecting, in cases of breakdown of marriage, the use, occupation and possession of first nation land and the division of interests or rights in first nation land		
(c)	the rules and procedures referred to in clause (a) shall be enacted in the First Nation's land code or First Nation laws;		
10.7	A land code takes effect on the day that it is certified by the verifier or on such later date as may be specified in the land code		
15.3	A land code may provide that some or all of the provisions of subsection 89(1.1) of the Indian Act are also applicable to other leasehold interests in any First Nation lands.		
16.2	Any rights of locatees in possession of First Nation land, either by custom or by allotment under the Indian Act, to transfer, lease and share in natural resource revenues will be defined in the land code.		



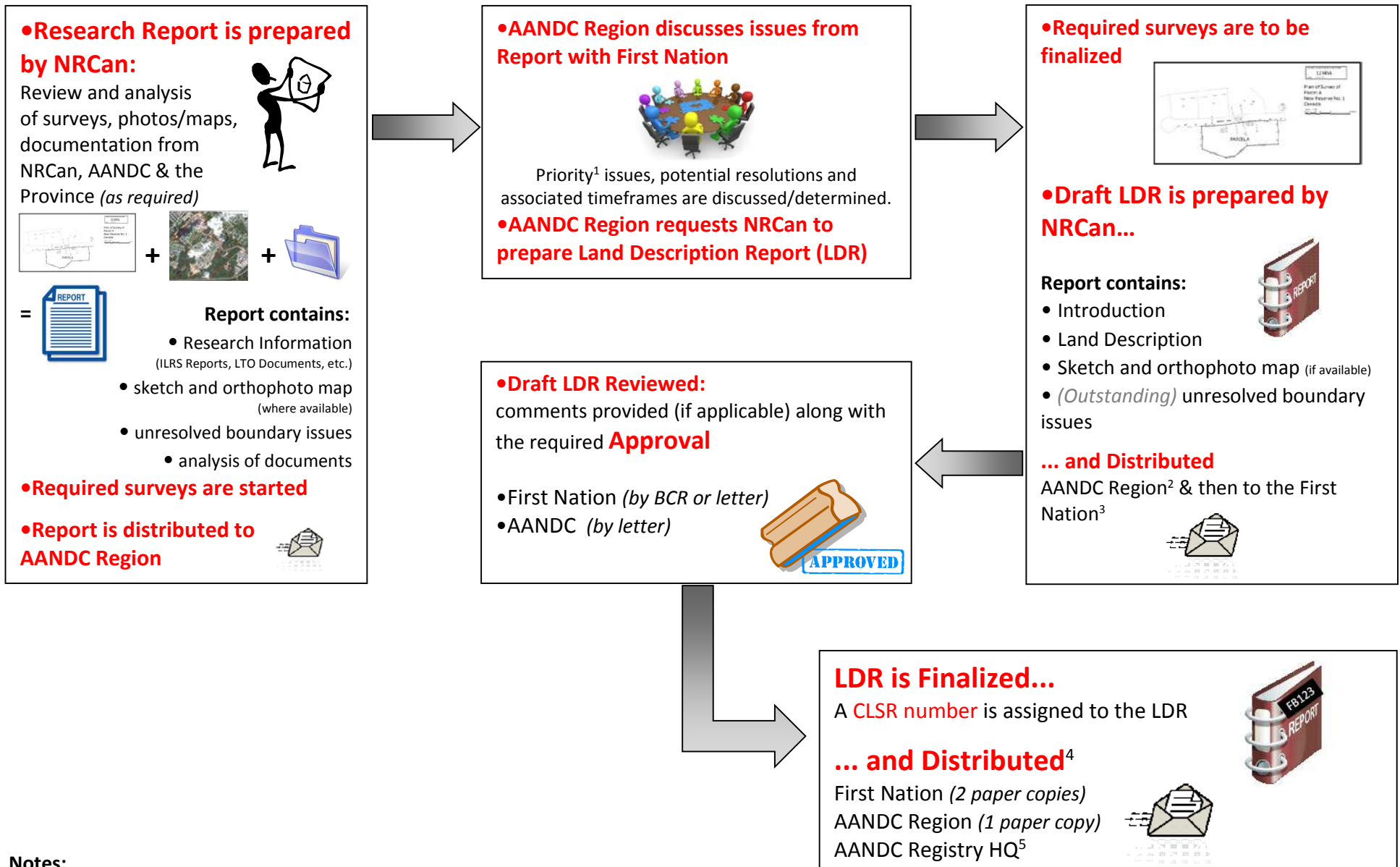
TIP

It is often suggested to First Nations that they should train their Land Code Coordinators in RLEMP/NALMA training.

Based on over 10 years of feedback from signatory *Framework Agreement First Nations Land Management (Framework Agreement)* First Nations, Reserve Land and Environment Management Program/National Aboriginal Lands Managers Association (RLEMP/NALMA) training is often inappropriate for LC coordinators at this stage for the following reasons:

- ***Indian Act focused:*** Not self-government or *Framework Agreement* governance focused. The *Framework Agreement* was designed to eliminate the limitations, processes and procedures of the *Indian Act* not replicate or entrench them into self-government efforts.
- ***Completely different jobs:*** Coordinating the development phase of the *Framework Agreement* vs. administering delegated land authority under the *Indian Act*. Many First Nations hire the specific land governance expertise that they need once into the operational phase.
- ***Creates competing time and work demands:*** The *Framework Agreement* developmental phase is a planned 2 year time sensitive process with funding tied to the completion of specific milestones. RLEMP/NALMA training requires a simultaneous commitment of 9 intermittent months of study/testing and travel thereby putting more pressure on a single person to successfully complete 2 separate and challenging processes.

General Overview for the Preparation, Review and Approval Process for a Land Description Report



Notes:

¹ "Priority" in the context of requiring resolution in order to prepare the Land Description Report

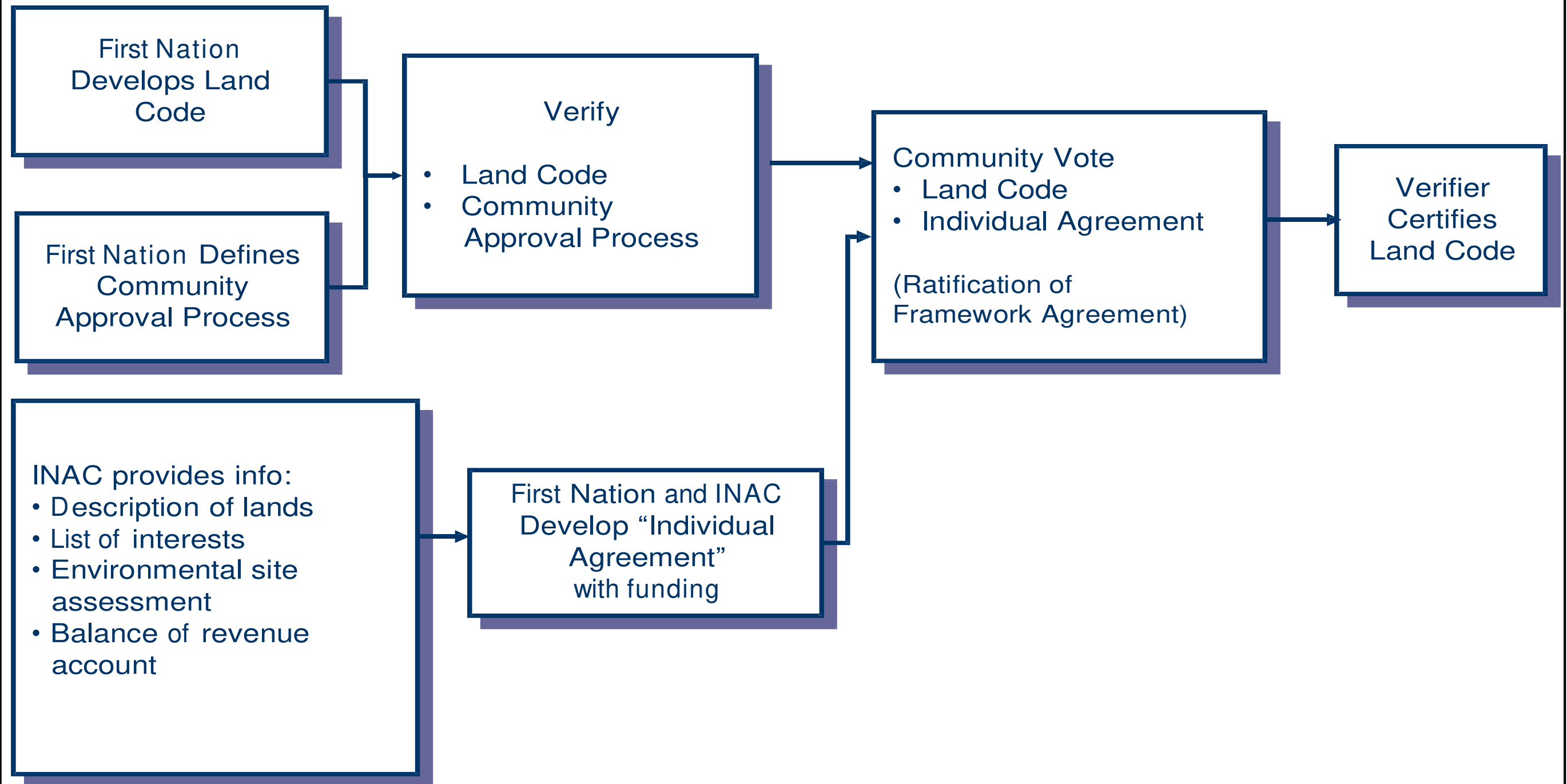
² AANDC Region will notify NRCan when the LDR can be sent to the First Nation

³ The First Nation will receive a digital copy of the LDR. Where desired, a paper copy can be requested from NRCan.

⁴ Additional copies of the LDR can be downloaded from <http://www.cls.nrcan.gc.ca/advancedplansearch-rechercheplanavance-eng.php>

⁵ Receive an e-mail notification of the CLSR number assigned to the LDR

Logic Model for the First Nation “Ratification” Process under the *Framework Agreement*



_____ **PREMIÈRE NATION**

Processus de ratification communautaire

- Conformément à -

***L'Accord-Cadre sur la gestion des Terres des
Premières nations***

Date pour référence

TABLE DES MATIÈRES

<u>1. TITRE ET BUT</u>	<u>4</u>
<u>2. DEFINITIONS</u>	<u>4</u>
<u>3. LISTE DES ÉLECTEURS</u>	<u>5</u>
<u>4. INFORMATIONS POUR LE VÉRIFICATEUR</u>	<u>6</u>
<u>5. CONFIRMATION PAR VÉRIFICATEUR.....</u>	<u>6</u>
<u>6. RÉOLUTION DU CONSEIL</u>	<u>6</u>
<u>7. DEVOIR DE L'AGENT DE RATIFICATION ET NOMINATION D'UN ASSISTANT DE RATIFICATION.....</u>	<u>7</u>
<u>8. AVIS DE VOTE</u>	<u>7</u>
<u>9. INFORMATIONS AUX ÉLECTEURS ADMISSIBLES.....</u>	<u>7</u>
<u>10. INFORMATIONS AUX TIERS</u>	<u>8</u>
<u>11. DOCUMENT DE RATIFICATION.....</u>	<u>9</u>
<u>12. INFORMATION POUR LA COMMUNAUTÉ.....</u>	<u>9</u>
<u>13. PRÉLIMINAIRES</u>	<u>9</u>
<u>14. BULLETINS DE VOTE PAR CORRESPONDANCE</u>	<u>10</u>
<u>15. PROCÉDURES DE VOTE AU SCRUTIN ET JOUR DU SCRUTIN</u>	<u>12</u>
<u>16. VOTE DES RAPPORTS</u>	<u>14</u>
<u>17. BULLETINS REJETÉS.....</u>	<u>15</u>
<u>18. BULLETINS DE VOTE PAR CORRESPONDANCE EN OUVERTURE</u>	<u>15</u>
<u>19. DÉPOULLEMENT DES BULLETINS.....</u>	<u>16</u>
<u>20. MODIFICATIONS DE PROCÉDURE</u>	<u>16</u>
<u>21. OBJECTIONS</u>	<u>17</u>
<u>22. RAPPORT DU VÉRIFICATEUR</u>	<u>18</u>
<u>27. CERTIFICATION DU CODE FONCIER.....</u>	<u>18</u>

Processus de ratification - _____ Première nation

FORMES

Formule 1

Questio du bulletin

Formule 2

Confirmation par le vérificateur (Code foncier et le processus de ratification)

Formule 3

Première nation et résolution du Conseil (de lancement de Vote)

Formulaire 4

Nomination d'un agent de ratification adjoint

Formule 5

Avis de scrutin

Formulaire 6

Enveloppe d'identification

Formulaire 7

Déclaration de l'agent de ratification (vote par correspondance)

Formulaire 8

Déclaration du témoin (vote par correspondance)

Formulaire 9

Déclaration de l'agent de ratification (Station régulières)

Formule 9A

Déclaration de l'agent de ratification adjoint (Station régulières)

Déclaration du témoin (Station régulières)

Formule 10A

Déclaration du témoin (Station régulières)

Formulaire 11

Certification de l'agent de ratification (Conclusion de Vote)

Formulaire 12

Rapport du vérificateur (Conclusion de Vote)

Formulaire 13

Résolution du conseil de bande de la Première nation (de soumission au vérificateur, Conclusion de Vote)

Formulaire 14

Certification de Code foncier

PROCESSUS DE RATIFICATION DE LA COMMUNAUTAIRE

1. TITRE ET OBJET

1.1

Le titre de ce document est le Processus de ratification communautaire de la Première nation _____

1.2

Le but de ce document est de définir la procédure par laquelle la Première nation _____

décidera d'approuver ou non son Code foncier proposé et le projet de

Transfert avec l'Accord distinct avec le Canada, comme l'exige *l'Accord-cadre de la gestion des terres des Premières nations*.

2. DEFINITIONS

2.1

Dans ce document:

"Documents de référence" signifie:

(A) *de l'Accord-cadre relatif à la gestion des terres*;

(B) *de la Loi sur la gestion des terres des Premières nations*;

(C) un résumé de *l'Accord-cadre relatif à la gestion des terres*;

(D) un résumé de la *Loi sur la gestion des terres des Premières nations*;

(E) un résumé du code foncier de la Première nation _____ ; et

(F) un résumé de l'Accord distinct;

"Question du bulletin" désigne la question posée aux électeurs pour le vote de ratification

selon la formule 1;

«Conseil» désigne le chef et les conseillers de la Première nation _____;

«Ministère» désigne le ministère des Affaires indiennes et du Nord

;

"Électeurs Admissibles" désigne un membre de la Première nation _____ qui est de 18 ans ou plus le jour de vote;

"Accord-cadre", l'Accord-cadre sur les terres des Premières Nations

Gestion conclu entre le ministre des Affaires indiennes et du Nord

et les chefs de quatorze Premières Nations, le 12 février 1996, comme modifié;

"Code foncier" désigne *le Code foncier de la Première nation* _____;

"Gestionnaire des terres" désigne l'employé responsable de la gestion des terres pour la Première nation _____ et comprend la gestion des terres par le coordonnateur ou tout adjoint désigné par le coordonnateur de la gestion des terres;

Processus de ratification - _____ Première nation

»Liste des électeurs» signifie que la liste des électeurs admissibles est établie conformément à l'article 3;

«Membre» désigne une personne dont le nom figure ou le droit de comparaître à la Première nation _____;

"Documents e ratification" signifie le Code foncier de la Première nation _____ proposée et l'accord distinct proposé;

"Processus de ratification" désigne le processus de ratification communautaire de la Première nation _____

«Agent de ratification» désigne la personne nommée par le Conseil en vertu de l'article 6.1;

"Vote de ratification" désigne un vote par les électeurs admissibles sur la question du bulletin de vote question effectué selon le processus de ratification;

«Convention de transfert» signifie l'accord que chaque Première nation fait entre _____ et Sa Majesté du Canada conformément

avec l'article 6.1 de *l'Accord-cadre* et du _____, _____;

"Vérificateur" désigne la personne nommée comme vérificateur en vertu de l'Accord-cadre et comprend tout assistant nommé par le vérificateur; et

«Jour du scrutin» désigne la date fixée pour la tenue du vote de ratification.

2.2

Sauf disposition contraire des mots définis dans *l'Accord-cadre* ont le même signification dans ce processus de ratification.

2.3

Le calcul du temps, où tout est à faire dans un délai après, ou qui précède un jour déterminé, ou si un délai doit commencer après ou d' un jour déterminé, le temps comprend ce jour.

2.4

Les mots au singulier incluent le pluriel, le pluriel inclut le singulier et les mots au masculin incluent le féminin, selon le cas.

3. LISTE DES VOTANTS

3.1

Le gestionnaire des terres, en consultation avec le Conseil, fera en sorte que d'une liste des électeurs soit préparée, contenant les noms, prénoms, adresses et de numéros des électeurs admissibles.

4. INFORMATIONS POUR LE VÉRIFICATEUR

4.1

Le chef de la Première nation _____ enverra, ou fera envoyer, en 4 exemplaires les documents suivants au vérificateur avant que l'Avis de scrutin soit posté:

- (A) le processus de ratification;
- (B) le Code foncier; et
- (C) la liste des électeurs.

5.

CONFIRMATION PAR LE VÉRIFICATEUR

5.1

À la réception des documents visés à l'alinéa 4.1, le vérificateur examinera le Code foncier et le présent processus de ratification afin de déterminer si ils sont compatibles avec *l'Accord-cadre*.

5.2

Conformément à l'article 8.8 de *l'Accord-cadre*, le vérificateur, dans 00 jours suivant la réception des documents, devra émettre un avis selon la formule 2, indiquant si le Code foncier et le processus de ratification sont en accord avec l'Accord *cadre*

6.

RÉSOLUTION DU CONSEIL

6.1

Après que le vérificateur confirme le Code foncier et ce processus de ratification dans l'article 5.2, le Conseil adoptera une résolution de la formule 3 de:

- (A) nommer l'agent de ratification;
- (B) confirmer la liste des électeurs;
- (C) approuver le texte du Code foncier et ce processus de ratification;
- (D) approuver l'accord distinct;
- (E) confirmer que l'accord distinct a été signé avec le Canada;
- (F) ordonner que le vote de ratification ait lieu afin de déterminer si la communauté approuve les documents de ratification;
- (G) confirmer le libellé de la question des bulletins de vote; et

Processus de ratification - _____ Première nation

(H)

régler le jour du scrutin.

7. DEVOIR DE L'AGENT DE RATIFICATION ET NOMINATION DE L'ASSISTANT

7.1

L'agent de ratification est chargé de superviser la conduite du vote et la ratification et a tous les pouvoirs nécessaires pour mener à bien cette responsabilité.

7.2

L'agent de ratification _____ doit nommer des assistants et _____ déléguer les tâches énoncés dans le présent processus de ratification pour les assistants, sauf le dépôt des bulletins de vote par la poste dans la boîte de scrutin en vertu des alinéas 14 et 18 et le comptage des résultats visés à l'alinéa 19.

7.3

Lors de la nomination d'un adjoint, l'agent de la ratification et l'assistant exécutera une nomination d'un agent de ratification adjoint au formulaire 4.

7.4

Si l'agent de ratification n'est pas en mesure d'exercer ses fonctions pour cause de maladie ou autre raison, le Conseil _____ nommera un responsable de la ratification pas intérim.

8. AVIS DE VOTE

8.1

L'agent de ratification, en consultation avec le Conseil, publiera un «avis de Vote "selon la formule 5 au moins 14 jours avant le jour du scrutin dans des endroits où les membres peuvent lire.

8.2

Le vérificateur publiera l'«Avis de vote», dans un ou plusieurs journaux au moins 12 jours précédant le jour du scrutin.

8.3

Le "Avis de scrutin" contiendra les informations suivantes:

(A)

la date, le lieu et l'heure du vote de ratification;

(B)

la question des bulletins de vote;

(C)

instructions pour obtenir une copie des documents de ratification et les documents de référence; et

(D)

le nom, l'adresse et le numéro de téléphone de l'agent de ratification.

9. INFORMATIONS AUX ÉLECTEURS ADMISSIBLE

9.1

Le gestionnaire des terres enverra, en un ou plusieurs envois, les informations suivantes

Processus de ratification - _____ Première nation

à chaque membre sur la liste des électeurs à sa dernière adresse connue:

(A)

une copie de l'Avis de scrutin;

(B)

une copie du Code foncier;

(C)

un résumé du Code foncier;

(D)

un résumé de l'accord distinct;

(E)

un résumé de l'*Accord-cadre*;

(F)

un résumé de la *Loi sur la gestion des terres des Premières nations*;

(H) un communiqué de la Première nation _____ expliquant l'effet du vote de ratification; et

(I) les autres documents ou matériaux audiovisuels tel que le gestionnaire des terres jugera approprié.

9.2

L'information aux membres sera envoyée au moins 00 jours avant le jour du scrutin.

10. INFORMATIONS AUX TIERS

10.1 Au moins 30 jours avant le jour du scrutin le gestionnaire des terres enverra les informations suivantes au ministère:

(A)

la date du vote de ratification;

(B)

un communiqué de la Première nation _____ expliquant l'effet du vote de ratification;

(C)

un résumé de la *Loi sur la gestion des terres des Premières nations*;

(D)

un résumé du Code foncier; et

(E)

le nom, l'adresse et le numéro de téléphone d'une personne qui _____

être contacté pour plus d'informations sur la gestion des terres de la Première nation.

10.2 Les informations fournies conformément à l'article 10.1 permettra au ministère

Processus de ratification - _____ Première nation

de fournir cette information à chaque personne sur une liste d'intérêt titulaires préparés par le ministère.

11. DOCUMENTS DE RATIFICATION

11.1 Tout membre et toute personne qui détient un intérêt dans la Première nation _____ des terres de réserve _____, sur demande, peut obtenir une copie des documents de ratification, le processus de ratification ou les documents d'information sans frais.

11.2 Le gestionnaire des terres veillera à ce que des copies des documents de ratification, le processus de ratification et les documents de référence sont disponibles aux bureaux de l'administration de la Première nation _____ en quantités suffisantes pour se conformer à l'article 11.1.

12.

INFORMATION COMMUNAUTAIRE

12.1 Aux fins de s'assurer que les électeurs admissibles sont pleinement informés avant leurs votes sur la question du bulletin, le directeur des terres _____, après consultation avec le Conseil, d'effectuer ou de faire effectuer:

- (A) des visites au domicile des électeurs admissibles;
- (B) le contact téléphonique avec les électeurs admissibles;
- (C) des réunions d'information dans les _____ des Premières nations et d'autres endroits appropriés;

ou

- (D) les autres activités d'information que _____ juge appropriée.

12.2 Les activités d'information conformément à la présente clause _____ peuvent être effectuées à tout moment jusqu'à deux jours avant le jour du scrutin.

12.3 L'article 12.2 n'empêche pas les visites ou des contacts téléphoniques avec les électeurs la journée du vote à des fins seulement d'aider les électeurs admissibles à voter.

13. PRÉLIMINAIRES

13.1 L'agent de ratification, en consultation avec le Conseil, sera responsable de:

- (A) désigner le lieu de chaque bureau de scrutin;
- (B) préparer suffisamment d'exemplaires des bulletins de vote ordinaires et les bulletins de vote par la poste, qui seront uniforme dans la taille, l'apparence, la qualité et le poids;
- (C) préparer suffisamment d'exemplaires des enveloppes de vote secret, l'identification des enveloppes, et les enveloppes de retour;
- (D) préparer suffisamment d'exemplaires des instructions de vote;
- (E) obtenir un nombre suffisant de boîtes de scrutin;
- (F) prévoir une section de vote désigné à chaque bureau de vote de telle sorte qu'un électeur peut marquer un scrutin libre de l'observation;
- (G)

Processus de ratification - _____ Première nation

fournir un nombre suffisant de crayons de plomb pour marquer le bulletin de vote;

(H)

veiller à ce que des échantillons de la question du bulletin sont affichés ou disponibles pour l'examen par les électeurs admissibles à chaque scrutin; et

(I)

veiller à ce qu'un commissaire à l'assermentation ou un notaire public soit disponible tel que requis.

14. BULLETINS DE VOTE LA POSTE

14.1 L'électeur admissible qui ne sera pas en mesure de visiter un sondage sur le jour du scrutin _____ peut envoyer un bulletin de vote par la poste.

14.2 L'agent de ratification enverra un bulletin de vote pré-plié et paraphé à la formule 1, une enveloppe d'identification dans le formulaire 6, une enveloppe de vote secret, une enveloppe de retour prépayée et des instructions de vote à chaque électeur admissible qui:

(A)

n'est pas un résident de _____ réserve de la Première nation indienne ou la ville de _____; ou

(B)

qui conseille l'agent de ratification qu'il ou elle ne sera pas en mesure de visiter un sondage sur le jour du scrutin.

14.3 Pour voter par la poste, un électeur admissible doit:

(A)

marquer son bulletin en faisant une croix («X»), soit dans la case «OUI» ou dans la case "NON";

(B)

enfermer et sceller le bulletin dans l'enveloppe de vote secret;

Processus de ratification - _____ Première nation

(C)

enfermer et sceller l'enveloppe de vote secret dans l'enveloppe d'identification;

(D)

signer l'extérieur de l'enveloppe d'identification;

(E)

enfermer et sceller l'enveloppe d'identification dans l'envoi prépayé enveloppe; et

(F)

envoyer l'enveloppe postale scellée à l'agent de ratification.

14.4 Un bulletin de vote par la poste doit être reçu par l'agent de la ratification par la fin du sondage sur le jour du scrutin.

14.5 Après avoir reçu un bulletin de vote par la poste, l'agent de ratification, en présence de deux ou plus des électeurs admissibles doit:

(A)

vérifier l'identification de chaque enveloppe et que l'expéditeur est un électeur admissible

;

(B)

consultez la liste des électeurs pour s'assurer que l'électeur admissible n'a pas déjà voté;

(C)

placer une ligne sur le nom de l'électeur admissible sur la liste des électeurs;

(D)

dossier sur la liste des électeurs de la date et l'heure du scrutin par la poste était reçu; et

(E)

déposer le bulletin dans l'enveloppe de secret d'origine non ouvert dans un document distinct urne tenu à cette fin; ou

(F)

si l'électeur n'est pas un électeur admissible ou a déjà voté, rejeter le bulletin de vote.

14.6 L'agent de ratification est personnellement responsable de la garde de la correspondance dans l'urne et veillera à ce que cette boîte de scrutin reste fermée lorsqu'il n'est pas en cours d'utilisation et n'est pas ouvert jusqu'à ce que les bulletins de vote sont déposés dans le bulletin de vote ordinaire boîte après la clôture du scrutin le jour du scrutin conformément à l'article 18.

14.7 L'agent de ratification doit:

(A)

signer une déclaration de l'agent de ratification selon la formule 7; et

(B)

veiller à ce que chaque témoin exécute une déclaration du témoin selon la formule 8.

15. Les procédures de vote au bureau de vote le jour du vote

15.1 Les bureaux de vote seront ouverts le jour du scrutin de 9h00 à 20h00

15.2 Tous les votes dans les urnes auront lieu au scrutin secret.

15.3 L'agent de ratification est chargé de déterminer si une personne est un électeur admissible.

15.4 À chaque scrutin, l'agent de ratification doit:

(A)

Processus de ratification - _____ Première nation

avant le premier vote, ouvrir chaque urne et demander un électeur admissible de témoigner que chaque urne est vide;

(B)

sceller alors l'urne et placer sa signature sur le sceau devant le témoin, et demander au témoin de placer sa signature sur le sceau;

(C)

garder l'urne en vue pour la réception des bulletins de vote;

(D)

signer une déclaration de l'agent de ratification selon la formule 9; et

(E)

veiller à ce que chaque témoin exécute une déclaration du témoin selon la formule 10.

15.5 Quand une personne lors d'un scrutin demande de voter, l'agent de ratification doit:

(A)

s'assurer que la personne est un électeur admissible;

(B)

consultez la liste des électeurs admissibles à s'assurer que la personne n'a pas déjà voté, en personne ou par bulletin de vote postal; et

(C)

fournir à l'électeur admissible un bulletin de vote, sur le dos de qui sont fixés les initiales de l'agent Ratification de sorte que les initiales peuvent être observés lorsque le Bulletin est plié.

15.6 L'agent de ratification devra placer, sur la liste des électeurs, une ligne passant par le nom de chaque électeur admissible qui reçoit un bulletin de vote lors d'un scrutin.

15.7 L'agent de ratification mettra en place un processus de communication continue par téléphone ou d'autres moyens efficaces entre les urnes afin de s'assurer que la liste des électeurs situés à chaque urne est mis à jour et en cours, conformément aux exigences de l'article 15.6.

15.8 L'agent de ratification doit expliquer le mode de vote sur demande.

15.9 Si l'agent de ratification décide que le nom d'un électeur admissible a été omis, à tort indiqué ou mal compris sur la liste des électeurs, il fera à sa seule discrétion, la révision nécessaire et cette révision sera définitive.

15.10 L'électeur admissible _____ peut demander une assistance spéciale à l'agent de ratification lors d'un scrutin si l'électeur admissible déclare qu'il ou elle:

(A)

n'est pas capable de lire;

(B)

est frappé d'incapacité par la cécité ou autre handicap physique; ou

(C)

a besoin d'aide pour toute autre raison.

15.11 L'agent de ratification devra, sur demande, fournir une assistance spéciale à un électeur admissible en marquant un bulletin secret comme indiqué par l'électeur et plier immédiatement et déposer le bulletin dans l'urne.

15.12 L'agent de ratification, après avoir fourni une aide spéciale à un électeur admissible, fera une entrée sur la liste des électeurs en regard du nom de l'électeur indiquant:

Processus de ratification - _____ Première nation

(A) que le scrutin a été marqué par l'agent de ratification à la demande de l'électeur: et

(B) la raison de la demande de l'électeur.

15.13 Sauf pour un électeur ayant besoin d'assistance spéciale, chaque électeur admissible qui reçoit un bulletin de vote à une urne devra:

(A)

procéder immédiatement à une section de vote désigné;

(B)

marquer son bulletin en faisant une croix («X»), soit dans la case «OUI» ou dans la case "NON" ;

(C)

plier le bulletin de manière à cacher la marque et exposer les initiales de l'agent de ratification; et

(D)

donner immédiatement le bulletin de vote plié à l'agent de ratification.

15.14 Sur réception d'un bulletin marqué, l'agent de ratification, sans le déplier, doit:

(A)

vérifier les initiales;

(B)

retirer la bande perforée, le cas échéant; et

(C)

déposer le bulletin dans l'urne.

15.15 L'électeur admissible lors d'un scrutin qui reçoit un bulletin de vote mal imprimé, ou qui gâche accidentellement son bulletin de vote lors du marquage, a le droit de recevoir un autre bulletin de l'agent de ratification après le retour du bulletin original,

15.16 L'agent de ratification va enregistrer un bulletin de vote remis, conformément à l'article 15.15 comme gâché.

15.17 L'électeur admissible lors d'un scrutin qui reçoit un bulletin de vote et ne retourne pas à l'agent de ratification perdra le droit de vote et l'agent de ratification fera une entrée sur la liste des électeurs indiquant que l'électeur a quitté le bureau de vote sans fournir le bulletin de vote et enregistrera le bulletin de vote gâché.

15.18 À l'heure fixée pour la clôture du scrutin, l'agent de ratification déclarera les sondages fermés, et l'entrée sera refusée au scrutin jusqu'à ce que tous les électeurs admissibles étant à l'urne à ce moment-là ont voté.

16. VOTE DES RAPPORTS

16.1 Le Conseil, avec l'aide de l'agent de ratification veillera à ce que la paix et le bon ordre soient maintenus dans les urnes.

16.2 L'agent de ratification permettra un seul électeur admissible à la fois dans une section de vote désignée, sauf pour un électeur qui reçoit une aide spéciale.

16.3 L'électeur admissible qui est présent et disponible à voter lors d'un scrutin avant le temps de fermeture aura le droit de voter.

16.4 Nul ne peut:

(A)

interférer ou tenter d'interférer avec un électeur admissible quand il ou elle est entrain de

Processus de ratification - _____ Première nation

voter;

(B)

obtenir ou tenter d'obtenir des informations sur la façon dont un électeur admissible est sur le point de voter ou a voté;

(C)

marquer un bulletin de vote d'une manière qui identifie l'électeur admissible; ou

(D)

marquer l'enveloppe secrète pour un bulletin de vote par la poste d'une façon qui indique comment le bulletin de vote a été coulé.

17. Bulletins rejetés

17.1 Un bulletin enregistré sera rejetée si il:

(A)

n'a pas été fourni par l'agent de ratification l'agent de ratification adjoint

;

(B)

n'a pas été marqué comme «OUI» ou «NON»

(C)

a été marquée à la fois comme «OUI» et «NON»;

(D)

a été marquée en dehors d'une case «OUI» ou «NON» ou

(E)

a un écrit qui permet d'identifier l'électeur admissible.

17.2

Un bulletin de vote marqué avec d'autres choses qu'une croix ("X") dans une boîte, ne sera pas

rejetée si:

(A)

la marque ne permet pas d'identifier l'électeur admissible; et

(B)

selon l'avis de l'agent de la ratification, l'intention de l'électeur admissible est clair.

18. OUVERTURE DES BULLETINS DE VOTE LA POSTE

18.1 Après la clôture du scrutin le jour du scrutin, l'agent de ratification, avec la présence du vérificateur et tout autre électeur admissible qui _____ est présent, devra:

(A)

ouvrir la boîte de scrutin pour le vote par correspondance ;

(B)

ouvrir l'enveloppe secrète et confirmer l'authenticité du scrutin par la vérification des initiales apposées; et

(C)

déposer le bulletin de vote, sans avoir à ouvrir ou montrer, dans une boîte de scrutin utilisé à une urne.

19. Dépouillement du scrutin

Processus de ratification - _____ Première nation

19.1 Après la clôture du scrutin autre que l'urne à laquelle l'agent de ratification préside, l'agent de ratification adjoint qui préside à cette urne, avec le vérificateur ou l'assistant vérificateur qui agira en tant que témoin, devra:

(A)

sceller le bulletin à cette l'urne pour qu'aucun bulletins _____ ne soit déposé dans cette boîte de scrutin;

(B)

initialiser le sceau; et

(C)

transporter immédiatement la boîte de scrutin scellée à l'agent de ratification à l'urne à laquelle il préside.

19.2 Suite à ce que les bulletins par la poste soient déposés dans une urne et après que toutes les boîtes des urnes ont été reçues, l'agent de ratification, en présence du vérificateur et toute autre électeurs admissibles qui _____ sera présent, doit:

(A)

compter le nombre de bulletins nuls;

(B)

examiner tous les bulletins contenus dans les urnes;

(C)

rejeter les bulletins de vote comme l'exige l'article 17;

(D)

compter le nombre de bulletins de vote marqués «OUI», le nombre de bulletins de vote marqués "NON" et le nombre de bulletins rejetés.

19.3 Lorsque les résultats du vote de ratification ont été déterminées par l'agent de ratification, l'agent exécutera une certification par l'agent de ratification selon la formule 11.

19.4 L'agent de ratification va sceller dans des enveloppes distinctes les bulletins de vote annulés, les bulletins rejetés, les bulletins de vote en faveur et les bulletins de vote contre et devra ensuite apposer sa signature sur les scellés.

19.5 L'agent de ratification conserve les enveloppes séparées pendant au moins 60 jours en sa possession sûr, et _____ sauf les instructions contraire du Conseil, et ensuite devra détruire les bulletins de vote et les bulletins nuls.

20. MODIFICATIONS DE PROCÉDURE

20.1 Afin de donner effet et réaliser les objectifs et le but du vote de ratification, l'agent de ratification, le Conseil et le vérificateur _____ doivent se mettre d'accord sur une dérogation aux attentes de procédure de ce processus de ratification si elles le jugent nécessaire et ont des motifs raisonnables de croire que cela n'entraînera pas des modification de fond.

20.2 Le vérificateur va déclarer par écrit la nature et le fond de cette dérogation et faire une copie de la déclaration à la disposition du public.

21. EXCEPTIONS

Processus de ratification - _____ Première nation

21.1 L'électeur admissible ou le représentant du Canada nommé en vertu de l'article 8.2 de *l'Accord-cadre* _____ peut déposer une réclamation auprès du vérificateur si il ou elle a des motifs raisonnables de croire que:

(A)

il y avait une violation du processus de ratification ou d'une irrégularité en du processus; et

(B)

le résultat final du vote de ratification aurait pu être différent, mais pour la violation ou irrégularité.

21.2 Une objection doit être reçue par le vérificateur dans les 5 jours suivant la journée du vote.

21.3 Une objection doit être formulée par écrit et doit:

(A)

identifier le nom, l'adresse et tout numéro de téléphone de l'opposant;

(B)

résumer les motifs de l'opposition; et

(C)

être accompagnée d'une déclaration solennelle énonçant les motifs de la objection.

21.4 Le vérificateur _____, si le matériel envoyé en vertu du présent article est insuffisant pour décider de la validité de l'objection, doit procéder aux enquêtes complémentaires, comme il le juge nécessaire.

21.5 Si une objection est déposée en vertu de cette clause, la volonté de vérificateur, dans les 15 jours suivant le jour du scrutin afin de déterminer si l'objection est valable.

21.6 Si le vérificateur détermine l'objection est valable, il _____ permettre l'objection et appeler un autre vote de ratification.

21.7 Si le vérificateur détermine que:

Processus de ratification - _____ Première nation

(A)

il n'y avait ni une violation de ce processus de ratification ni irrégularité dans ce processus; ou

(B)

il y avait un abus ou d'une irrégularité, mais le résultat final du vote de ratification n'a pas été affectée; le vérificateur rejette l'objection.

22. RAPPORT DU VÉRIFICATEUR

22.1 Dans les 15 jours suivant la journée du vote, le vérificateur enverra un rapport écrit selon le formulaire 12 sur la conduite du vote de ratification de la Première nation - _____ au Ministre des Affaires indiennes et du Nord.

27. CERTIFICATION DU CODE FONCIER

23.1 Si le code foncier et l'accord distinct sont approuvés, le Conseil examinera, comme dès que possible après avoir reçu le rapport du vérificateur, et adoptera une résolution avec le formulaire 13 en envoyant une copie du Code foncier approuvé et une déclaration des résultats du vote pour le vérificateur.

23.2 Lors de la réception du Code foncier et la résolution du Conseil, le vérificateur certifiera le Code foncier comme étant valide dans le formulaire 14.

ACCORD-CADRE DE LA GESTION DES TERRES PREMIÈRE NATION

QUESTION DU BULLETIN

Approuvez-vous:

- Le Code foncier de la *Première Nation* _____, en date du _____ et
- *L'accord distinct* avec Sa Majesté la Reine du chef du Canada, en date du _____?

Marquer ce bulletin par un «X» dans l'une des cases suivantes

OUI

NON

EXPLICATIONS

- Un «**oui**» signifie que les terres de réserve de la Premières nation _____ seront gérées sous le *Code foncier* et *l'accord distinct* relatif à *La gestion des terres des Premières nations*.
- Un vote «**NON**» signifie que les terres de réserve de la Première nation _____ continueront d'être gérées par le ministère des Affaires indiennes et du Nord dans le cadre de la *Loi sur les Indiens*.

CONFIRMATION PAR LE VÉRIFICATEUR

(Code foncier et le processus de ratification)

CANADA

)

)

PROVINCE DE _____

)

Je, _____, de _____, dans la province de _____, déclare solennellement

QUE:

1. J'ai été nommé le Vérificateur pour la Première nation _____, au ____ jour de _____ Dans le but de vérifier l'approbation de la communauté pour leur Code foncier et l'accord distinct avec le Canada, en conformité avec *L'Accord-cadre relatif à la gestion des terres*.
2. Conformément à l'article 8.3 de *l'Accord-cadre*, j'ai reçu le texte suivant informations de _____ Première Nation _____ sur:
 - (A)
une copie du Code foncier de la *Première Nation* _____;
 - (B)
une liste des noms de tous les membres de la Première nation _____ qui, selon _____ les dossiers des Premières nations à l'époque, serait en droit de voter sur l'approbation du Code foncier; et
 - (C)
une description détaillée du processus d'approbation de la communauté que la Première nation _____ se propose d'utiliser.
3. Une copie du Code foncier, intitulé _____ *code foncier de la Première nation*, , en date du _____ est joint dans l'Annexe «1» de la présente déclaration.
4. Une copie de la procédure d'approbation, intitulé *Processus de ratification de la Première nation* _____ en date du _____ pour la référence est joint en Annexe «2» de la présente Déclaration.
5. Conformément à l'article 8.4 de *l'Accord-cadre*, j'ai passé en revue le Code foncier de la *Première nation* _____ et le *processus de ratification de la Première nation* de décider si:

Processus de ratification - _____ Première nation

(A) le Code foncier de la *Première Nation* est conforme aux exigences de l'article 5 de l'Accord-cadre; et

(B) le *processus de ratification de la Première nation* _____ est conforme à l'article 7 de l'Accord-cadre.

6. Conformément à l'article 8.8 de l'Accord-cadre, le *Code foncier de la Première nation* _____ et le _____ *processus de ratification communautaire de la Première nation* sont présents et *confirmé / pas confirmé* comme étant conforme à l'Accord-cadre.

7. Mes raisons pour ne pas confirmer le *Code foncier de la Première nation* _____ sont les suivantes:

ET je fais cette déclaration solennellement, croyant consciencieusement pour être vrai et sachant qu'elle a la même force exécutoire que si elle était faite sous serment et ce en vertu de la *Loi sur la preuve au Canada*.

Déclaré devant moi à l'

)

_____ De _____,

)

dans la province de _____, ce

)

_____ Jour de _____, 200,,,

)

)

_____, Verificateur

)

Un commissaire à l'assermentation dans

)

de la province de _____.

RÉSOLUTION DU CONSEIL DES PREMIÈRES NATIONS

(Début de Vote)

Le chef et le conseil de la Première nation _____, conformément à l'*Accord-cadre relatif à La gestion des terres* et de l'article 6 de la *Première nation* _____

Le processus de ratification, se résout par la présente à:

1. Confirmez _____ comme agent de ratification;
2. Confirmer la liste des électeurs;
3. Approuver le texte du *processus de ratification de la Première nation* _____, en date du _____;
4. Approuver le *Code foncier de la Première nation*, comme l'a confirmé par le vérificateur et du pour référence _____;
5. Approuver l'accord distinct avec le Canada, qui comprend un processus d'amendement, date de référence _____;
6. Assurez-vous que l'accord distinct a été signé avec le Canada;
7. Tenir un vote de ratification afin de déterminer si la communauté approuve la ratification des documents en conformité avec le *processus de ratification de la Première nation* _____ tel que confirmé par le vérificateur sur _____;
8. Confirmer la question du bulletin dans le formulaire ci-joint en annexe n ° 1; et
9. Réglez le jour du scrutin pour être le ____ jour de _____.

Fait à _____ sur le _____.

Chef

, Conseiller

, Conseiller

, Conseiller

(* Le quorum pour cette bande se compose de 3 membres du Conseil)

, Conseiller

NOMINATION DE L'ASSISTANT D'UN AGENT DE RATIFICATION

Date

Je, _____, agent de ratification, nomme _____ pour agir
comme mon assistant dans l'exercice de mes fonctions en conformité avec *le Processus
de ratification communautaire de la Première nation* _____ en vue du vote de
ratification.

Agent de Ratification

Je, _____ suis d'accord pour agir comme assistant à
l'agent de ratification pour l'application du Vote de ratification et la promesse de réaliser
toutes les tâches assignées au meilleur de mes capacités et en conformité avec *le
Processus de ratification communautaire de la Première Nation* _____.

Agent de Ratification adjoint

AVIS DE VOTE

AUX MEMBRES DE LA PREMIÈRE NATION

SACHEZ qu'un vote de ratification aura lieu conformément au *processus de ratification* communautaire de la *Première nation* _____ sur _____ afin de déterminer si les électeurs admissibles approuvent le *Code foncier* de la *Première nation* _____ et l'accord distinct.

La question suivante sera posée aux électeurs admissibles de la Première nation _____ au scrutin:

«Approuvez-vous:

- Le *Code foncier de la Première nation* _____, en date du _____
- et
- L'accord *distinct* avec Sa Majesté la Reine du Canada, en date du _____

Le vote de ratification aura lieu le mardi, le 27^e jour _____ de 9h00 à 20h00 au:

Bureaux administratifs de la Première nation _____, Et

Des copies des documents de référence et documents de ratification _____ peuvent être obtenus auprès de _____,

Le coordonnateur de la gestion des terres, au bureau administratifs _____, _____, _____ (Téléphone _____) ou de _____, des terres et des impôts au _____ Bureau de administratifs, _____ (téléphone _____).

ET SACHEZ ÉGALEMENT que tous les membres de la Première nation _____ âgés 18 ans ou plus à la date du vote de ratification sont admissibles à voter.

DATEE à _____, ce _____ jour de _____
_____, Agent de ratification

Attention aux électeurs admissibles vivant dans la région _____ : les paquets de vote par correspondance ne vous seront pas automatiquement fournis. Si vous n'êtes pas en mesure de vous présenter à un bureau de scrutin le _____, alors s'il vous plaît contacter _____ et un paquet de vote par correspondance vous sera fourni.

ENVELOPPE D'IDENTIFICATION

ENVELOPPE D'IDENTIFICATION

_____ VOTE DE RATIFICATION

Première nation

S'IL VOUS PLAÎT JOINDRE UNE ENVELOPPE SECRÈTE contenant un bulletin de vote

Nom complet de l'électeur: _____

Nombre de la bande de l'électeur: _____

Je confirme que cette enveloppe ne contient que mon bulletin de vote, qui est scellé à l'intérieur d'une enveloppe de mon vote est secret.

Signature de l'électeur: _____

DÉCLARATION DE L'AGENT DE RATIFICATION

(Vote par correspondance)

CANADA

)

)

Province de _____

)

Je, _____, agent de ratification de la Première nation _____, dans la Province de _____, déclare solennellement sur l'honneur que:

1. Personnellement, j'ai été chargé de recevoir les bulletins de vote par la poste à la Première nation _____ quand les électeurs admissibles de la Première nation _____ ont voté au vote de ratification concernant les documents de ratification.

2. En préparation pour le dépôt des bulletins de vote par la poste, j'ai ouvert l'urne numéro # 2.

3. J'ai vu que l'urne était vide et j'ai demandé aux électeurs admissibles qui étaient présents et témoin que l'urne est vide.

4. J'ai ensuite scellé correctement l'urne, en face de ces personnes qui étaient présentes, et préparé pour la réception des bulletins de vote.

5. Personnellement, je déposerai tout vote par correspondance reçus à mon bureau dans l'urne n ° 2 sans l'ouverture de l'enveloppe de vote secret, et conservé la boîte de scrutin scellée quand il n'est pas dans ma garde jusqu'à ce que les bulletins de vote ont été comptés.

ET je fais cette déclaration solennelle, la croyant consciencieusement pour être vrai et sachant qu'elle est de la même force que si elle était faite sous serment et en vertu de la *Loi sur la preuve Canadienne*.

Déclaré devant moi à la _____

)

de _____ dans la province de _____

_____, Ce ____ jour de _____,

)

_____.

)

)

Agent de ratification

)

Un commissaire à l'assermentation dans et pour la
Province de _____.

DÉCLARATION DU TÉMOIN
(Vote par correspondance)

Date

Je, _____ étais personnellement présent à
_____ sur le ____ jour de _____ lorsque l'agent de ratification
ait déposé les enveloppes de vote secret contenant le vote par correspondance dans l'urne
n ° 2; et

1. Je suis un électeur admissible.
2. J'ai été témoin de cette boîte de scrutin # 2 était vide avant que les enveloppes de vote secret contenant la poste des bulletins de vote ont été déposés.
3. J'ai été témoin de l'agent de ratification a scellé l'urne et signé le sceau.
4. J'ai signé le document joint, comme demandé par l'agent de ratification.

Témoin

DÉCLARATION DE L'AGENT DE RATIFICATION
(Urne régulière)

CANADA

)

)

Province de _____

)

Je, _____, agent de ratification Pour la Première nation _____, dans la province de _____, déclare solennellement sur l'honneur que:

1. J'étais présent à _____, _____ le jour de _____ quand les électeurs admissibles de la Première nation _____ ont voté dans un vote de ratification concernant les documents de ratification.

2. Juste avant le début du vote de ratification, j'ai ouvert l'urne numéro # 1.

3. J'ai vu que l'urne était vide et j'ai demandé aux électeurs admissibles qui étaient présents à être témoin que l'urne est vide.

4. J'ai ensuite scellé correctement la boîte de scrutin, devant les personnes présentes, et gardé en vue de la réception des bulletins de vote.
ET je fais cette déclaration solennelle, la croyant consciencieusement pour être vraie et sachant qu'elle est de la même force que si elle était faite sous serment et en vertu de la *Loi sur la preuve au Canada*.

Déclaré devant moi à la _____)
de _____ dans la province de la Colombie)
Britannique, ce _____ jour de _____)

_____.

)

)

_____)

Agent de ratification

Un commissaire à l'assermentation dans et pour la

)

Province de _____

DÉCLARATION DE RATIFICATION ADJOINT DIRECTION
(Urnes régulières)

CANADA

)

)

Province de _____

)

Je, _____, adjoint de l'agent de ratification pour la Première nation, _____ dans la province de _____, déclare solennellement sur l'honneur que:

5. J'étais présent à _____, _____ le 23^e jour de _____ quand les électeurs admissibles de _____ Première nation ont voté dans un vote de ratification concernant les documents de ratification.

6. Juste avant le début du vote de ratification, j'ai ouvert l'urne numéro # 1.

7. J'ai vu que l'urne était vide et j'ai demandé électeurs admissibles qui étaient présents à être témoin que l'urne est vide.

8. J'ai ensuite scellé correctement la boîte de scrutin, devant les personnes présentes, et gardé en vue de la réception des bulletins de vote.

ET je fais cette déclaration solennelle, la croyant consciencieusement pour être vrai et sachant qu'elle est de la même force que si elle était faite sous serment et en vertu de la *Loi sur la preuve au Canada*.

Déclaré devant moi à la _____)

de _____ dans la province de _____)

_____, Ce _____ jour de _____)

_____.

)

)

_____)

Assistant à l'agent de ratification

Un commissaire à l'assermentation dans et pour la

)

Province de _____

DÉCLARATION DU TÉMOIN
(Urnes régulières)

Date

Je, _____, étais présent à _____, _____ le 23
jour de _____ quand électeurs admissibles de la Première nation _____
ont voté dans un vote de ratification sur les documents de ratification, et

1. Je suis un électeur admissible.
2. J'ai été témoin de ce que l'urne n ° 1 était vide avant que les votes ont été exprimés dans le vote de ratification.
3. J'ai été témoin de l'agent de ratification à sceller l'urne et signer le sceau.
4. J'ai signé le document joint, comme demandé par l'agent de ratification.

Témoin

DÉCLARATION DU TÉMOIN
(Urnes régulières)

Date

Je, _____, étais présent à _____, _____ le 23 jourde
_____ quand électeurs admissibles de _____ Première nation ont voté
dans un vote de ratification sur les documents de ratification, et

1. Je suis un électeur admissible.
2. J'ai été témoin de ce que l'urne n ° 1 était vide avant que les votes ont été exprimés dans le vote de ratification.
3. J'ai été témoin de l'assistant de l'agent de ratification a sceller l'urne et signer le sceau.
4. J'ai signé le document joint, comme l'a demandé par l'assistant de l'agent de ratification.

Témoin

ATTESTATION DE L'AGENT DE RATIFICATION
(Conclusion du Vote)

CANADA

)

)

Province de _____

)

Je, _____, agent de ratification pour la Première nation _____ dans la province de _____, déclare avec honneur que:

1. J'étais présent à _____, _____ le 23e jour de _____ quand les électeurs admissibles de la Première nation _____ ont voté concernant l'approbation du Code foncier *la Première nation* _____ et accord distinct avec le Canada en conformité avec le *Processus de ratification communautaire de la Première nation* _____.

2. Une copie de l'avis de crédit est joint en Annexe «1» à la présente Déclaration.

3. Conformément à l'article 8 du Processus de ratification communautaire, l'Avis de scrutin a été posté au moins 14 jours avant le jour du scrutin.

4. Conformément à l'article 9 du Processus de ratification communautaire, une copie de l'avis de vote ainsi que les documents de ratification et un résumé des documents de la ratification ont été envoyés à chaque personne sur la liste des électeurs à sa dernière adresse connue au moins 12 jours avant le jour du scrutin.

5. Conformément à l'article 10 du Processus de ratification communautaire, le paquet d'informations a été envoyé au ministère des Affaires indiennes et du Nord, au moins 30 jours avant le jour du scrutin, pour le courrier sur à chaque personne sur la liste du ministère et des Porteurs d'intérêt.

6 Je confirme que les visites de porte-à-porte, les réunions d'information de la communauté et contacts téléphoniques ont été établis dans la communauté conformément à la clause 12 du Processus de ratification communautaire,.

7. La procédure de vote à l'urne _____, y compris le transport de traitement du courrier en bulletins de vote et le dépouillement des résultats, a été menée en conformité avec les articles 13 à 19 du Processus de ratification communautaire,.

8. Les noms de _____ électeurs admissibles sont apparus sur la liste des électeurs.

9. Le nombre des électeurs admissibles qui constituait une majorité était _____.

10. Le nombre des électeurs admissibles qui constitue le pourcentage minimal requis pour approbation en vertu de l'article 7.4 de l' *Accord-cadre sur la gestion des terres des Premières Nations* était _____.

12. Les résultats du vote de ratification sont les suivants:

(A) _____ bulletins de vote par la poste ont été coulés dans le vote de ratification, conformément à l'article 14 du Processus de ratification communautaire,;

(B) _____ bulletins réguliers ont été coulés dans le vote de ratification, conformément aux articles 15 et 16 du Processus de ratification communautaire,;

(C) _____ bulletins nuls;

Processus de ratification - _____ Première nation

(D) _____ bulletins ont été rejetés conformément à l'article 17 du Processus de ratification communautaire, (e) _____ bulletins de vote ont été marquées "OUI" pour la question; et

(F) _____ bulletins de vote ont été marquées «NON» pour la question.

13.

Basé sur la nécessité pour atteindre ou dépasser le nombre des électeurs admissibles dans les articles 9 et 10 ci-dessus, les documents de ratification ont été *approuvés / non approuvés* par les électeurs admissibles.

ET je fais cette déclaration solennelle, la croyant consciencieusement pour être vrai et sachant qu'elle a la même force exécutoire que si elle était faite sous serment et en vertu de la *Loi sur la preuve au Canada*.

Déclaré devant moi à la _____

)

_____ dans la

)

Province de _____, ce _____

)

jour de _____. _____.

)

)

)

Agent de ratification

)

Un commissaire à l'assermentation dans et pour la

)

Province de _____.

RAPPORT DU VÉRIFICATEUR
(Conclusion de Vote)

CANADA

)

)

Province de _____

)

Je, _____, dans la province de _____, déclare solennellement

QUE:

1. J'étais présent à _____, le jour ____ of _____ quand
Les électeurs admissibles ont voté concernant l'approbation Du Code foncier de la
Première nation _____ et l'accord distinct avec le Canada en conformité avec *le*
Processus de ratification communautaire de la Première nation _____.
2. Une copie de l'avis de crédit est joint en Annexe «1» à la présente Déclaration.
3. Conformément à l'article 8.1 du Processus de ratification communautaire, l'agent de
ratification a posté l'avis de crédit au moins 14 jours avant le jour du scrutin.
4. Conformément à l'article 8.2 du Processus de ratification communautaire, je me suis
arrangé pour que l'Avis de scrutin qui sera publié dans le _____ au moins 12 jours
précédant le jour du scrutin.
5. Conformément à l'article 9 du Processus de ratification communautaire, une copie de
l'avis de vote ainsi que les documents de ratification et un résumé de la ratification
Des documents ont été envoyés à chaque personne sur la liste des électeurs à sa dernière
adresse connue au moins 12 jours avant le jour du scrutin.
6. Conformément à l'article 10 du Processus de ratification communautaire, un paquet a
été envoyé au ministère des Affaires indiennes et du Nord canadien, à moins
00 jours avant le jour du scrutin, au courrier à chaque personne sur la liste du ministère de
et aux porteurs d'intérêt.
7. Les noms de ____ électeurs admissibles sont apparus sur la liste des électeurs.
8. Le nombre des électeurs admissibles qui constituait une majorité était ____.
9. Le nombre des électeurs admissibles qui constitue le pourcentage minimal requis pour
approbation en vertu de l'article 7.4 de l' *Accord-cadre sur la gestion des terres des*
Premières Nations était _____.
10. Les résultats du vote de ratification sont les suivants:
(A) _____ vote par correspondance ont été coulés dans le vote de ratification
conformément à l'article 14 du Processus de ratification communautaire;;
(B) _____ bulletins réguliers ont été coulés dans le vote de ratification conformément
aux clauses 15 et 16 du Processus de ratification communautaire;
(C) _____ bulletins nuls;
(D) _____ bulletins ont été rejetés conformément à l'article 17 du Processus de
ratification communautaire, (E) _____ bulletins de vote ont été marquées "OUI" pour
la question; et
(F) _____ bulletins de vote ont été marquées «NON» pour la question.

Processus de ratification - _____ Première nation

11.

Basé sur la nécessité pour atteindre ou dépasser le nombre des électeurs admissibles aux articles 8 et 9 ci-dessus, les documents de ratification ont été *approuvés / non approuvés* par les électeurs admissibles.

ET je fais cette déclaration solennelle, la croyant consciencieusement pour être vrai et sachant qu'elle a la même force exécutoire que si elle était faite sous serment et en vertu de la *Loi sur la preuve au Canada*.

Déclaré devant moi à la _____

)

_____ dans la

)

Province de _____, ce _____

)

jour de _____. _____.

)

)

)

Vérificateur

)

Un commissaire à l'assermentation dans et pour la

)

Province de _____.

RÉSOLUTION DU CONSEIL DES PREMIÈRES NATIONS
(Soumission au Vérificateur à la Conclusion de Vote)

Considérant que le *Code foncier de la Première Nation* _____ et l'accord distinct avec le Canada étaient soumis à un vote de ratification à la Première nation _____;

Considérant que le vérificateur a indiqué que la ratification a été effectuée conformément au *Processus de ratification communautaire de la Première nation* _____ confirmé par le vérificateur;

Considérant que les électeurs admissibles ont approuvé ces documents au vote de ratification qui a eu lieu le 00 jour de _____.

Maintenant donc, le chef et le conseil de la Première nation _____, conformément à l'*Accord-cadre relatif à la gestion des terres* et de l'article 27.1 du *Processus de ratification communautaire de la Première Nation* _____, se résout par la présente à envoyer au Vérificateur le *Code foncier de la Première nation* _____ approuvé, ci-joint en annexe n ° 1, la certification par le Vérificateur.

Fait à _____, _____ le _____ jour de _____, _____.

Chef

Conseiller

Conseiller

Conseiller

Conseiller

* Le quorum pour cette bande se compose de membres du Conseil _

CERTIFICATION DU CODE DES TERRES

Considérant que le Code foncier de la *Première Nation* _____ et l'accord distinct avec le Canada étaient soumis à un vote de ratification à la Première nation _____;
Alors que j'ai rapporté que le vote de ratification a été effectuée conformément au *Processus de ratification communautaire de la Première nation* _____ confirmé par moi que le vérificateur;

Considérant que le *Code foncier Première Nation* _____ et l'accord distinct ont été approuvés par les électeurs admissibles au vote de ratification sur le _____ jour de _____.

Par conséquent, je certifie par la présente le *Code foncier de la Première Nation* _____, joint en annexe n ° 1 du présent règlement.

Fait à _____ sur le _____ jour de _____,
_____.

Vérificateur

_____ FIRST NATION
COMMUNITY RATIFICATION PROCESS

- in accordance with -

***The Framework Agreement on
First Nation Land Management***

Dated for Reference

TABLE OF CONTENTS

1.	TITLE AND PURPOSE	4
2.	DEFINITIONS	4
3.	LIST OF VOTERS	5
4.	INFORMATION TO VERIFIER	6
5.	CONFIRMATION BY VERIFIER.....	6
6.	COUNCIL RESOLUTION	6
7.	DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT	7
8.	NOTICE OF VOTE.....	7
9.	INFORMATION TO ELIGIBLE VOTERS	7
10.	INFORMATION TO THIRD PARTIES	8
11.	RATIFICATION DOCUMENTS.....	9
12.	COMMUNITY INFORMATION	9
13.	PRELIMINARY PROCEDURES.....	9
14.	MAIL-IN BALLOTS.....	10
15.	VOTING PROCEDURES AT POLLS ON VOTING DAY	12
16.	ORDERLY VOTING	14
17.	REJECTED BALLOTS	15
18.	OPENING MAIL-IN BALLOTS	15
19.	COUNTING OF BALLOTS	16
20.	PROCEDURAL AMENDMENTS	16
21.	OBJECTIONS.....	17
22.	REPORT BY VERIFIER.....	18
27.	CERTIFICATION OF LAND CODE	18

FORMS

Form 1	Ballot Question
Form 2	Confirmation by Verifier (Land Code and Ratification Process)
Form 3	First Nation Council Resolution (Commencement of Vote)
Form 4	Appointment of Assistant Ratification Officer
Form 5	Notice of Vote
Form 6	Identification Envelope
Form 7	Declaration of Ratification Officer (Mail-in Ballots)
Form 8	Statement of Witness (Mail-in Ballots)
Form 9	Declaration of Ratification Officer (Regular Polls)
Form 9A	Declaration of Assistant Ratification Officer (Regular Polls)
Form 10	Statement of Witness (Regular Polls)
Form 10A	Statement of Witness (Regular Polls)
Form 11	Certification of Ratification Officer (Conclusion of Vote)

Ratification Process – _____ First Nation

Form 12 Report by Verifier (Conclusion of Vote)

Form 13 First Nation Council Resolution (Submission to Verifier, Conclusion of Vote)

Form 14 Certification of Land Code

_____ **First Nation**
COMMUNITY RATIFICATION PROCESS

1. TITLE AND PURPOSE

- 1.1 The title of this document is the _____ *First Nation Community Ratification Process*.
- 1.2 The purpose of this document is to set out the procedure by which _____ First Nation will decide whether to approve its proposed Land Code and the proposed Transfer Agreement with Canada, as required under the *Framework Agreement on First Nation Land Management*.

2. DEFINITIONS

- 2.1 In this document:

"Background Documents" means:

- (a) the *Framework Agreement on First Nation Land Management*;
- (b) the *First Nations Land Management Act*;
- (c) a summary of the *Framework Agreement on First Nation Land Management*;
- (d) a summary of the *First Nations Land Management Act*;
- (e) a summary of the _____ *First Nation Land Code*; and
- (f) a summary of the Transfer Agreement;

"Ballot Question" means the question asked of the Voters in the Ratification Vote in Form 1;

"Council" means the Chief and Councillors of the _____ First Nation;

"Department" means the Department of Indian Affairs and Northern Development;

"Eligible Voter" means a Member of _____ First Nation who is 18 years of age or older on Voting Day;

"*Framework Agreement*" means the *Framework Agreement on First Nation Land Management* entered into between the Minister of Indian Affairs and Northern Development and the Chiefs of fourteen First Nations on February 12, 1996, as amended;

"Land Code" means the _____ *First Nation Land Code*;

"Lands Manager" means the employee responsible for the management of _____ First Nation reserve lands and includes the Land Management Coordinator and any assistant designated by the Land Management Coordinator;

Ratification Process – _____ First Nation

"List of Voters" means the list of Eligible Voters prepared in accordance with clause 3;

"Member" means a person whose name appears or is entitled to appear on the _____ First Nation membership list;

"Ratification Documents" mean the proposed _____ *First Nation Land Code* and the proposed Transfer Agreement;

"Ratification Process" means this _____ First Nation Community Ratification Process;

"Ratification Officer" means the person appointed by Council under clause 6.1;

"Ratification Vote" means a vote by the Eligible Voters on the Ballot Question conducted according to the Ratification Process;

"Transfer Agreement" means the Individual First Nation Agreement made between _____ First Nation and Her Majesty in right of Canada in accordance with clause 6.1 of the *Framework Agreement* and dated _____, _____;

"Verifier" means the person appointed as Verifier under the *Framework Agreement* and includes any assistant appointed by the Verifier; and

"Voting Day" means the date set for holding the Ratification Vote.

2.2 Unless otherwise provided words defined in the *Framework Agreement* have the same meaning in this Ratification Process.

2.3 When calculating time, where anything is to be done within a time after, from, of or before a specified day, or where a time is expressed to begin after or to be from a specified day, the time does include that day.

2.4 Words in the singular include the plural, words in the plural include the singular and words in the masculine include the feminine, as the case _____ be.

3. LIST OF VOTERS

3.1 The Lands Manager, in consultation with the Council, will ensure that a List of Voters is prepared containing the full names, current addresses and band numbers of the Eligible Voters.

4. INFORMATION TO VERIFIER

- 4.1 The Chief of the _____ First Nation will send, or cause to be sent, in quadruplicate the following documents to the Verifier before the Notice of Vote is posted:
- (a) this Ratification Process;
 - (b) the Land Code; and
 - (c) the List of Voters.

5. CONFIRMATION BY VERIFIER

- 5.1 Upon receipt of the documents under clause 4.1, the Verifier will review the Land Code and this Ratification Process to determine whether they are consistent with the *Framework Agreement*.
- 5.2 Pursuant to clause 8.8 of the *Framework Agreement*, the Verifier will, within 00 days of receiving the documents, issue a notice in Form 2 stating whether the Land Code and this Ratification Process are consistent with the *Framework Agreement*.

6. COUNCIL RESOLUTION

- 6.1 After the Verifier confirms the Land Code and this Ratification Process under clause 5.2, the Council will pass a Resolution in Form 3 to:
- (a) appoint the Ratification Officer;
 - (b) confirm the List of Voters;
 - (c) approve the text of the Land Code and this Ratification Process;
 - (d) approve the Transfer Agreement;
 - (e) confirm that the Transfer Agreement was signed with Canada;
 - (f) order that the Ratification Vote be held to determine if the community approves the Ratification Documents;
 - (g) confirm the wording of the Ballot Question; and

(h) set the Voting Day.

7. DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT

- 7.1 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote and has all the powers necessary to carry out this responsibility.
- 7.2 The Ratification Officer _____ appoint assistants and _____ delegate any of the duties set out in this Ratification Process to the assistants, except the deposit of the mail-in ballots in the ballot box under clauses 14 and 18 and the counting of the results under clause 19.
- 7.3 Upon the appointment of an assistant, the Ratification Officer and each assistant will execute an Appointment of an Assistant Ratification Officer in Form 4.
- 7.4 If the Ratification Officer is unable to perform her duties because of sickness or other reason, the Council _____ appoint an acting Ratification Officer.

8. NOTICE OF VOTE

- 8.1 The Ratification Officer, in consultation with the Council, will post a "Notice of Vote" in Form 5 at least 14 days prior to the Voting Day in places where the Members can read it.
- 8.2 The Verifier will publish the "Notice of Vote" in one or more newspapers at least 12 days prior to Voting Day.
- 8.3 The "Notice of Vote" will contain the following information:
 - (a) the date, place and time of the Ratification Vote;
 - (b) the Ballot Question;
 - (c) instructions for obtaining a copy of the Ratification Documents and the Background Documents; and
 - (d) the name, office address and telephone number of the Ratification Officer.

9. INFORMATION TO ELIGIBLE VOTERS

- 9.1 The Lands Manager will send, in one or more mailings, the following information

Ratification Process – _____ First Nation

to each Member on the List of Voters at his or her last known address:

- (a) a copy of the Notice of Vote;
- (b) a copy of the Land Code;
- (c) a summary of the Land Code;
- (d) a summary of the Transfer Agreement;
- (e) a summary of the *Framework Agreement*;
- (f) a summary of the *First Nation Land Management Act*;
- (h) a communiqué from _____ First Nation explaining the effect of the Ratification Vote; and
- (i) such other documentary or audiovisual materials as the Lands Manager deems appropriate.

9.2 The information to Members will be mailed at least 00 days prior to Voting Day.

10. INFORMATION TO THIRD PARTIES

10.1 At least 30 days prior to Voting Day the Lands Manager will provide the following information to the Department:

- (a) the date of the Ratification Vote;
- (b) a communiqué from _____ First Nation explaining the effect of the Ratification Vote;
- (c) a summary of the *First Nation Land Management Act*;
- (d) a summary of the Land Code; and
- (e) the name, office address and telephone number of a person who _____ be contacted for more information about the management of _____ First Nation land.

10.2 The information provided in accordance with clause 10.1 will enable the

Ratification Process – _____ First Nation

Department to provide that information to each person on any list of interest holders prepared by the Department.

11. RATIFICATION DOCUMENTS

- 11.1 Any Member and any person who holds an interest in _____ First Nation reserve land _____, on request, obtain a copy of the Ratification Documents, the Ratification Process or Background Documents at no cost.
- 11.2 The Lands Manager will ensure that copies of the Ratification Documents, the Ratification Process and Background Documents are available at the administration offices of the _____ First Nation in sufficient quantities to comply with clause 11.1.

12. COMMUNITY INFORMATION

- 12.1 For the purpose of ensuring that Eligible Voters are fully informed prior to casting their votes on the Ballot Question, the Lands Manager _____, after consulting with Council, conduct or cause to be conducted:
 - (a) visits at the homes of Eligible Voters;
 - (b) telephone contact with Eligible Voters;
 - (c) information meetings in _____ First Nation and other appropriate places;
or
 - (d) such other information activities as _____ be deemed appropriate.
- 12.2 Information activities in accordance with this clause _____ be conducted at any time prior to two days before Voting Day.
- 12.3 Clause 12.2 does not preclude visits to, or telephone contacts with, Eligible Voters on the Voting Day for purposes only of assisting Eligible Voters to vote.

13. PRELIMINARY PROCEDURES

- 13.1 The Ratification Officer, in consultation with the Council, will:
 - (a) designate the place of each poll;
 - (b) prepare sufficient copies of the regular ballots and mail-in ballots, which

will be uniform in size, appearance, quality and weight;

- (c) prepare sufficient copies of the secrecy envelopes, the identification envelopes, and the return envelopes;
- (d) prepare sufficient copies of the voting instructions;
- (e) obtain a sufficient number of ballot boxes;
- (f) provide for a designated voting area at each poll such that an Eligible Voter can mark a ballot free from observation;
- (g) provide a sufficient number of lead pencils for marking the ballot;
- (h) ensure that samples of the Ballot Question are posted or available for examination by Eligible Voters at each poll; and
- (i) ensure that a Commissioner for Taking Oaths or Notary Public will be available as required.

14. MAIL-IN BALLOTS

14.1 An Eligible Voter who will not be able to visit a poll on Voting Day _____ cast a ballot by mail.

14.2 The Ratification Officer will send a pre-folded and initialed ballot in Form 1, an identification envelope in Form 6, a secrecy envelope, a prepaid return envelope and voting instructions to each Eligible Voter who:

- (a) is not a resident of _____ First Nation Indian reserve or the town of _____; or
- (b) who advises the Ratification Officer that he or she will not be able to visit a poll on Voting Day.

14.3 To cast a mail-in ballot, an Eligible Voter will:

- (a) mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
- (b) enclose and seal the ballot in the secrecy envelope;

- (c) enclose and seal the secrecy envelope in the identification envelope;
 - (d) sign the outside of the identification envelope;
 - (e) enclose and seal the identification envelope in the prepaid mailing envelope; and
 - (f) send the sealed mailing envelope to the Ratification Officer.
- 14.4 A mail-in ballot must be received by the Ratification Officer by the close of the polls on Voting Day.
- 14.5 After receiving a mail-in ballot, the Ratification Officer will, in the presence of two or more Eligible Voters:
- (a) verify each identification envelope and that the sender is an Eligible Voter;
 - (b) check the List of Voters to ensure that the Eligible Voter has not already voted;
 - (c) place a line through the name of the Eligible Voter on the List of Voters;
 - (d) record on the List of Voters the date and time the mail-in ballot was received; and
 - (e) deposit the ballot in its original unopened secrecy envelope in a separate ballot box kept for that purpose; or
 - (f) if the voter is not an Eligible Voter or has already voted, reject the ballot.
- 14.6 The Ratification Officer is personally responsible for the safekeeping of the mail-in ballot box and will ensure that this ballot box remains sealed when not in use and is not opened until such time as the ballots are deposited in the regular ballot box after the close of the polls on Voting Day in accordance with clause 18.
- 14.7 The Ratification Officer will:
- (a) execute a Declaration of Ratification Officer in Form 7; and
 - (b) ensure that each witness executes a Statement of Witness in Form 8.

15. VOTING PROCEDURES AT POLLS ON VOTING DAY

- 15.1 The polls will be open on Voting Day from 9:00 a.m. until 8:00 p.m.
- 15.2 All voting at the polls will be by secret ballot.
- 15.3 The Ratification Officer is responsible for determining whether a person is an Eligible Voter.
- 15.4 At each poll, the Ratification Officer will:
 - (a) before the first vote is cast, open each ballot box and request an Eligible Voter to witness that each ballot box is empty;
 - (b) thereupon seal the ballot box and place his signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - (c) keep the ballot box in view for reception of ballots;
 - (d) execute a Declaration of Ratification Officer in Form 9; and
 - (e) ensure that each witness executes a Statement of Witness in Form 10.
- 15.5 When a person at a poll requests to vote, the Ratification Officer will:
 - (a) ensure that the person is an Eligible Voter;
 - (b) check the List of Eligible Voters to ensure that the person has not already voted, either in person or by mail-in ballot; and
 - (c) provide the Eligible Voter with a ballot, on the back of which are affixed the Ratification Officer's initials so that the initials can be seen when the ballot is folded.
- 15.6 The Ratification Officer will place, on the List of Voters, a line through the name of every Eligible Voter receiving a ballot at a poll.
- 15.7 The Ratification Officer will establish a process of ongoing communication by telephone or other effective means between polls so as to ensure that the List of Voters located at each poll is updated and current in accordance with the requirements of clause 15.6.

Ratification Process – _____ First Nation

- 15.8 The Ratification Officer will explain the method of voting upon request.
- 15.9 If the Ratification Officer determines that the name of an Eligible Voter has been omitted, incorrectly set out or incorrectly included on the List of Voters, he will, in his sole discretion, make the necessary revision and such revision will be final.
- 15.10 An Eligible Voter _____ request special assistance from the Ratification Officer at a poll if the Eligible Voter declares that he or she:
- (a) is not able to read;
 - (b) is incapacitated by blindness or other physical cause; or
 - (c) requires assistance for any other reason.
- 15.11 The Ratification Officer will, on request, provide special assistance to an Eligible Voter at a poll by marking a ballot in secret as directed by the voter and immediately folding and depositing the ballot into the ballot box.
- 15.12 The Ratification Officer, after providing special assistance to an Eligible Voter, will make an entry on the List of Voters opposite the name of the voter indicating:
- (a) that the ballot was marked by the Ratification Officer at the request of the voter: and
 - (b) the reason for the voter's request.
- 15.13 Except for a voter requiring special assistance, every Eligible Voter receiving a ballot at a poll will:
- (a) proceed immediately to a designated voting area;
 - (b) mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
 - (c) fold the ballot so as to conceal the mark and expose the initials of the Ratification Officer; and
 - (d) immediately give the folded ballot to the Ratification Officer.
- 15.14 Upon receiving a marked ballot, the Ratification Officer, without unfolding it, will:

- (a) verify his or her initials;
 - (b) remove the perforated strip, if any; and
 - (c) deposit the ballot into the ballot box.
- 15.15 An Eligible Voter at a poll who receives a spoiled or improperly printed ballot, or who accidentally spoils his or her ballot when marking it, is entitled to receive another ballot from the Ratification Officer after returning the original ballot.
- 15.16 The Ratification Officer will record a ballot returned in accordance with clause 15.15 as spoiled.
- 15.17 An Eligible Voter at a poll who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and the Ratification Officer will make an entry on the List of Voters stating that the voter left the poll without delivering the ballot and will record the ballot as spoiled.
- 15.18 At the time set for closing the polls, the Ratification Officer will declare the polls closed, and entry will be denied to the poll until all remaining Eligible Voters in the poll at that time have voted.

16. ORDERLY VOTING

- 16.1 The Council with the assistance of the Ratification Officer will ensure that peace and good order are maintained at the polls.
- 16.2 The Ratification Officer will allow only one Eligible Voter at a time into a designated voting area, except for a voter receiving special assistance.
- 16.3 An Eligible Voter who is present and available to vote at a poll before the closing time will be entitled to vote.
- 16.4 No person will:
 - (a) interfere or attempt to interfere with an Eligible Voter when he or she is voting;
 - (b) obtain or attempt to obtain information as to how an Eligible Voter is about to vote or has voted;

- (c) mark a ballot in a way that identifies the Eligible Voter; or
- (d) mark the secrecy envelope for a mail-in ballot in a way that indicates how the ballot was cast.

17. REJECTED BALLOTS

17.1 A cast ballot will be rejected if it:

- (a) was not supplied by the Ratification Officer or Assistant Ratification Officer;
- (b) was not marked as either "YES" or "NO"
- (c) was marked as both "YES" and "NO";
- (d) was marked outside a box marked "YES" or "NO" or
- (e) has any writing or mark which can identify the Eligible Voter.

17.2 A ballot marked with anything other than a cross ("X") in a box, will not be rejected if:

- (a) the mark does not identify the Eligible Voter; and
- (b) in the opinion of the ratification officer, the intent of the Eligible Voter is clear.

18. OPENING MAIL-IN BALLOTS

18.1 After the close of the polls on Voting Day, the Ratification Officer, in the presence of the Verifier and any other Eligible Voter who _____ be present, will:

- (a) open the ballot box for mail-in ballots;
- (b) open the secrecy envelope and confirm the authenticity of the ballot by checking the affixed initials; and
- (c) deposit the ballot, without opening or showing it, in a ballot box used at a poll.

19. COUNTING OF BALLOTS

- 19.1 After the close of a poll other than the poll at which the Ratification Officer is presiding, the Assistant Ratification Officer presiding at that poll, with the Verifier or Assistant Verifier who will act as a witness, will:
- (a) seal the ballot box at that poll such that no further ballots _____ be deposited in that ballot box;
 - (b) initial the seal; and
 - (c) forthwith transport the sealed ballot box to the Ratification Officer at the poll at which she is presiding.
- 19.2 After the mail-in ballots have been deposited in a ballot box and after all ballot boxes have been received from all polls, the Ratification Officer, in the presence of the Verifier and any other Eligible Voters who _____ be present, will:
- (a) count the number of spoiled ballots;
 - (b) examine all ballots contained in the ballot boxes;
 - (c) reject any ballots as required under clause 17;
 - (d) count the number of ballots marked "YES", the number of ballots marked "NO" and the number of rejected ballots.
- 19.3 When the results of the Ratification Vote have been determined the Ratification Officer will execute a Certification by Ratification Officer in Form 11.
- 19.4 The Ratification Officer will seal in separate envelopes the spoiled ballots, the rejected ballots, the ballots cast in favour and the ballots cast against and will then affix his or her signature to the seals.
- 19.5 The Ratification Officer will retain the separate envelopes for at least 60 days in her secure possession, and _____ unless otherwise instructed by Council, thereafter destroy the ballots cast and the spoiled ballots.

20. PROCEDURAL AMENDMENTS

- 20.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer, the Council and the Verifier _____

agree on a departure from the procedural requirements of this Ratification Process if they deem it necessary and reasonably believe it will not result in any substantive change.

- 20.2 The Verifier will state in writing the nature and basis of such departure and make a copy of the statement publicly available.

21. OBJECTIONS

- 21.1 An Eligible Voter or the representative of Canada appointed under Clause 8.2 of the *Framework Agreement* _____ file an objection with the Verifier if he or she has reasonable grounds for believing that:

- (a) there was a violation of this Ratification Process or an irregularity in that process; and
- (b) the final result of the Ratification Vote might have been different but for the violation or irregularity.

- 21.2 An objection must be received by the Verifier within 5 days of the Voting Day.

- 21.3 An objection must be in writing and must:

- (a) identify the name, address and any telephone number of the objector;
- (b) summarize the grounds for the objection; and
- (c) be accompanied by a statutory declaration setting out the grounds for the objection.

- 21.4 The Verifier _____, if the material sent under this clause is insufficient to decide the validity of the objection, conduct such further investigations, as he deems necessary.

- 21.5 If an objection is filed under this clause, the Verifier will, within 15 days of Voting Day determine whether the objection is valid.

- 21.6 If the Verifier determines the objection is valid, he _____ allow the objection and call another Ratification Vote.

- 21.7 If the Verifier determines that:

- (a) there was neither a violation of this Ratification Process nor any irregularity in that process; or
 - (b) there was a violation or an irregularity but the final result of the Ratification Vote was not affected;
- the Verifier will dismiss the objection.

22. REPORT BY VERIFIER

- 22.1 Within 15 days of the Voting Day, the Verifier will send a written report in Form 12 on the conduct of the Ratification Vote to the _____ First Nation and the Minister of Indian Affairs and Northern Development.

27. CERTIFICATION OF LAND CODE

- 23.1 If the Land Code and the Transfer Agreement are approved, the Council will, as soon as practicable after receiving the report of the Verifier, pass a resolution in Form 13 sending a copy of the approved Land Code and a declaration of the results of the vote to the Verifier.
- 23.2 Upon receiving the Land Code and the resolution from the Council, the Verifier will certify the Land Code as being valid in Form 14.

***FIRST NATION LANDS MANAGEMENT
FRAMEWORK AGREEMENT***

BALLOT QUESTION

Do you approve:

- The _____ *First Nation Land Code*, dated _____ and
- The *Transfer Agreement* with Her Majesty the Queen in Right of Canada, dated _____?

Mark this Ballot by placing an "X" in one of the following boxes

YES

☐

NO

☐

EXPLANATION

- A “**YES**” vote means that _____ First Nation reserve lands will be managed under the _____ *First Nation Land Code* and the *Framework Agreement on First Nation Land Management*.
- A “**NO**” vote means that _____ First Nation reserve lands will continue to be managed by the Department of Indian Affairs and Northern Development under the *Indian Act*.

CONFIRMATION BY VERIFIER
(Land Code and Ratification Process)

CANADA)
)
PROVINCE OF _____)

I, _____, of _____, in the Province of _____, DO SOLEMNLY DECLARE
THAT:

1. I was appointed as the Verifier for _____ First Nation, on the ____ day of _____ for the purpose of verifying the community approval of their Land Code and their Transfer Agreement with Canada, in accordance with the *Framework Agreement on First Nation Land Management*.
2. In accordance with clause 8.3 of the *Framework Agreement*, I received the following information from _____ First Nation on _____:
 - (a) a copy of the _____ *First Nation Land Code*;
 - (b) a list of the names of every Member of _____ First Nation who, according to _____ First Nation's records at that time, would be eligible to vote on whether to approve the Land Code; and
 - (c) a detailed description of the community approval process that _____ First Nation proposes to use.
3. A true copy of the Land Code, entitled the _____ *First Nation Land Code*, dated for reference _____ is attached as Exhibit "1" to this Declaration.
4. A true copy of the approval process, entitled _____ *First Nation Community Ratification Process*, dated for reference _____ is attached as Exhibit "2" to this Declaration.
5. In accordance with clause 8.4 of the Framework Agreement, I reviewed the _____ *First Nation Land Code* and the _____ *First Nation Community Ratification Process* to decide whether:

Ratification Process – _____ First Nation

- (a) the _____ *First Nation Land Code* conforms with requirements of clause 5 of the Framework Agreement; and
- (b) the _____ *First Nation Community Ratification Process* conforms with clause 7 of the Framework Agreement.
6. In accordance with clause 8.8 of the *Framework Agreement*, the _____ *First Nation Land Code* and the _____ *First Nation Community Ratification Process* are hereby *confirmed/not confirmed* as being consistent with the Framework Agreement.
7. My reasons for not confirming the _____ *First Nation Land Code*/_____ *First Nation Community Ratification Process* are as follows:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
_____ of _____,)
in the Province of _____, this)
_____ day of _____, 200.)

A Commissioner for Taking Oaths in and)
for the Province of _____.

_____, Verifier

FIRST NATION COUNCIL RESOLUTION
(Commencement of Vote)

The Chief and Council of _____ First Nation, pursuant to the *Framework Agreement on First Nation Land Management* and clause 6 of the _____ *First Nation Community Ratification Process*, do hereby resolve to:

1. Confirm _____ as the Ratification Officer;
2. Confirm the List of Voters;
3. Approve the text of the _____ *First Nation Community Ratification Process*, dated for reference _____;
4. Approve *the* _____ *First Nation Land Code*, as confirmed by the Verifier and dated for reference _____;
5. Approve the Transfer Agreement with Canada, which includes a process for amendment, dated for reference _____;
6. Confirm that the Transfer Agreement was signed with Canada;
7. Hold a Ratification Vote to determine if the community approves of the Ratification Documents in accordance with *the* _____ *First Nation Community Ratification Process* as confirmed by the Verifier on _____;
8. Confirm the Ballot Question in the form attached as Annex #1; and
9. Set the Voting Day to be the ____ day of _____.

Dated at _____ on the _____.

Chief

, Councilor

, Councilor

, Councilor

, Councilor (* A quorum for this Band consists of 3 Council members)

APPOINTMENT OF AN ASSISTANT RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my assistant in carrying out my duties in accordance with *the* _____ *First Nation Community Ratification Process* for the purpose of the Ratification Vote.

_____, Ratification Officer

I, _____ agree to act as an assistant to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities and in accordance with *the* _____ *First Nation Community Ratification Process*.

Assistant Ratification Officer

NOTICE OF VOTE

TO: MEMBERS OF _____ First Nation

TAKE NOTICE that a Ratification Vote will be held pursuant to the _____ *First Nation Community Ratification Process* on _____ in order to determine if Eligible Voters approve the _____ *First Nation Land Code* and Transfer Agreement.

The following question will be asked of the Eligible Voters of the _____ First Nation by ballot:

"Do you approve:

- **The _____ *First Nation Land Code*, dated _____ and**
- **The *Transfer Agreement* with Her Majesty the Queen in Right of Canada, dated _____**

The Ratification Vote will take place on Tuesday, the 27rd day of _____ from 9:00 a.m. to 8:00 p.m. at:

The _____ First Nation Administration Offices
_____, and

Copies of the Background Documents and Ratification Documents _____ be obtained from _____, Land Management Coordinator, at the _____ Administration Office, _____, _____ (telephone _____) or from _____, Lands & Taxation at the _____ Administration Office, _____ (telephone _____).

AND FURTHER TAKE NOTICE that all Members of the _____ First Nation 18 years of age or over as of the date of the Ratification Vote are eligible to Vote.

DATED at _____, this _____ day of _____

_____, Ratification Officer

Attention Eligible Voters living in the _____ area: Mail-in ballot packages will NOT automatically be provided to you. If you are not able to attend a polling station on _____, then please contact _____ and a mail-in ballot package will be provided to you.

IDENTIFICATION ENVELOPE

IDENTIFICATION ENVELOPE

_____ First Nation
RATIFICATION VOTE

PLEASE ENCLOSE ONE SECRECY ENVELOPE CONTAINING ONE BALLOT

Full Name of Voter: _____

Voter's Band Number: _____

I confirm that this envelope contains only my ballot, which is sealed inside a secrecy envelope.

Signature of Voter: _____

DECLARATION OF RATIFICATION OFFICER
(Mail-in Ballots)

CANADA)
)
Province of _____)

I, _____, Ratification Officer of _____ First Nation, in the
Province of _____, DO SOLEMNLY DECLARE THAT:

1. I was personally responsible for receiving all mail-in ballots at _____ First Nation when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. In preparation for depositing mail-in ballots, I opened ballot box number #2.
3. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of these persons who were present, and prepared it for the reception of ballot papers.
5. I personally deposited all mail-in ballots received at my office in ballot box #2 without opening the secrecy envelope, and kept the ballot box sealed when not in my custody until the ballots were counted.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____
_____, this _____ day of _____,)
_____)

Ratification Officer

A Commissioner for Oaths in and for the
Province of _____.

STATEMENT OF WITNESS
(Mail-In Ballots)

Date

I, _____ was personally present at _____ on the ____ day of _____ when the Ratification Officer deposited the secrecy envelopes containing the mail-in ballots in ballot box #2; and

1. I am an Eligible Voter.
2. I witnessed that ballot box #2 was empty before any secrecy envelopes containing mail-in ballots were deposited.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

DECLARATION OF RATIFICATION OFFICER
(Regular Polls)

CANADA)
)
Province of _____)

I, _____, Ratification Officer for _____ First Nation, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____, _____ on the 27rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. Immediately before the Ratification Vote began, I opened ballot box number #1.
3. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of British)
Columbia, this _____ day of _____)
_____.)
)
_____)
A Commissioner for Oaths in and for the)
Province of _____)

Ratification Officer

DECLARATION OF ASSISTANT RATIFICATION OFFICER
(Regular Polls)

CANADA)
)
Province of _____)

I, _____, Assistant Ratification Officer for _____ First Nation, in the Province of _____, DO SOLEMNLY DECLARE THAT:

5. I was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents.
6. Immediately before the Ratification Vote began, I opened ballot box number #1.
7. I saw that the ballot box was empty and I asked Eligible Voters who were present to witness that the ballot box was empty.
8. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____)
_____.)
)
)
A Commissioner for Oaths in and for the)
Province of _____)

Assistant Ratification Officer

STATEMENT OF WITNESS
(Regular Polls)

Date

I, _____, was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents, and

1. I am an Eligible Voter.
2. I witnessed that the ballot box # 1 was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

STATEMENT OF WITNESS
(Regular Polls)

Date

I, _____, was personally present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted in a Ratification Vote concerning the Ratification Documents, and

1. I am an Eligible Voter.
2. I witnessed that the ballot box # 1 was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Assistant Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Assistant Ratification Officer.

Witness

CERTIFICATION BY RATIFICATION OFFICER
(Conclusion of Vote)

CANADA)
)
Province of _____)

I, _____, Ratification Officer for _____ First Nation in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was present at _____, _____ on the 23rd day of _____ when Eligible Voters of _____ First Nation voted concerning the approval of *the _____ First Nation Land Code* and Transfer Agreement with Canada in accordance with *the _____ First Nation Community Ratification Process*.
2. A true copy of the Notice of Vote is attached as Exhibit “1” to this Declaration.
3. In accordance with clause 8 of the *Community Ratification Process* the Notice of Vote was posted at least 14 days prior to the Voting Day.
4. In accordance with clause 9 of the *Community Ratification Process*, a copy of the Notice of Vote together with the Ratification Documents and a summary of the Ratification Documents were sent to each person on the List of Voters at his or her last known address at least 12 days prior to the Voting Day.
5. In accordance with clause 10 of the *Community Ratification Process* the information package was sent to the Department of Indian Affairs and Northern Development at least 30 days prior to the Voting Day, for mail out to each person on the Department’s List of Interest Holders.
6. I confirm that the door-to-door visits, community information meetings and telephone contacts were made in the community in accordance with clause 12 of the *Community Ratification Process*.
7. The voting procedure at the _____ poll, including transporting handling of mail-in ballots and the counting of results, was conducted in accordance with clauses 13 to 19 of the *Community Ratification Process*.

Ratification Process – _____ First Nation

8. The names of ____ Eligible Voters appeared on the List of Voters.
9. The number of Eligible Voters who constituted a majority was ____.
10. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land Management* was _____.
12. The results of the Ratification Vote are as follows:
 - (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 14 of the of the *Community Ratification Process*;
 - (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 15 and 16 of the *Community Ratification Process*;
 - (c) _____ ballots were spoiled;
 - (d) _____ ballots were rejected in accordance with clause 17 of the *Community Ratification Process*;
 - (e) _____ ballots were marked "YES" for the Question; and
 - (f) _____ ballots were marked "NO" for the Question.
13. Based on the need to meet or exceed the number of Eligible Voters in items 9 and 10 above, the Ratification Documents were *approved/not approved* by the Eligible Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the _____)
Province of _____, this _____)
day of _____. _____)

A Commissioner for Oaths in and for the
Province of _____.

Ratification Officer

REPORT BY VERIFIER
(Conclusion of Vote)

CANADA)
)
Province of _____)

I, _____ of Kelowna, in the Province of _____, DO SOLEMNLY DECLARE
THAT:

1. I was present at _____, on the ____ day of _____ when Eligible Voters voted concerning the approval of the _____ *First Nation Land Code* and their Transfer Agreement with Canada in accordance with the _____ *First Nation Community Ratification Process*.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with clause 8.1 of the *Community Ratification Process*, the Ratification Officer posted the Notice of Vote at least 14 days prior to the Voting Day.
4. In accordance with clause 8.2 of *Community Ratification Process*, I arranged for the Notice of Vote to be published in the *Vancouver Province* and *Okanagan Weekly* at least 12 days prior to the Voting Day.
5. In accordance with clause 9 of the *Community Ratification Process*, a copy of the Notice of Vote together with the Ratification Documents and a summary of the Ratification Documents were sent to each person on the List of Voters at his or her last known address at least 12 days prior to the Voting Day.
6. In accordance with clause 10 of the *Community Ratification Process*, the information package was sent to the Department of Indian Affairs and Northern Development at least 00 days prior to the Voting Day, for mail out to each person on the Department's List of Interest Holders.
7. The names of ____ Eligible Voters appeared on the List of Voters.
8. The number of Eligible Voters who constituted a majority was ____.
9. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land*

Ratification Process – _____ First Nation

Management was [REDACTED].

10. The results of the Ratification Vote are as follows:
- (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 14 of the *Community Ratification Process*;
 - (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 15 and 16 of the *Community Ratification Process*;
 - (c) _____ ballots were spoiled;
 - (d) _____ ballots were rejected in accordance with clause 17 of the *Community Ratification Process*;
 - (e) _____ ballots were marked "YES" for the Question; and
 - (f) _____ ballots were marked "NO" for the Question.
11. Based on the need to meet or exceed the number of Eligible Voters in items 8 and 9 above, the Ratification Documents were *approved/not approved* by the Eligible Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the _____)
Province of _____, this _____)
day of _____. _____)
_____))
_____))
A Commissioner for Oaths in and for the)
Province of _____.

Verifier

FIRST NATION COUNCIL RESOLUTION

(Submission to Verifier at Conclusion of Vote)

Whereas *the* _____ *First Nation Land Code* and the Transfer Agreement with Canada were submitted to a Ratification Vote at _____ First Nation;

Whereas the Verifier has reported that the Ratification was conducted in accordance with *the* _____ *First Nation Community Ratification Process* confirmed by the Verifier;

Whereas the Eligible Voters approved these documents at the Ratification Vote held on the 23rd day of _____.

Now Therefore, the Chief and Council of _____ First Nation, pursuant to the *Framework Agreement on First Nation Land Management* and clause 27.1 of *the* _____ *First Nation Community Ratification Process*, do hereby resolve to send to the Verifier the approved _____ *First Nation Land Code*, attached hereto as Annex #1, for certification by the Verifier.

Dated at _____, _____ on the _____ day of _____, _____.

Chief

Councilor

Councilor

Councilor

Councilor

* A quorum for this Band consists of _ Council Members

CERTIFICATION OF LAND CODE

Whereas the _____ *First Nation Land Code* and the Transfer Agreement with Canada were submitted to a Ratification Vote at _____ First Nation;

Whereas I have reported that the Ratification Vote was conducted in accordance with the _____ *First Nation Community Ratification Process* confirmed by me as the Verifier;

Whereas the _____ *First Nation Land Code* and the Transfer Agreement were approved by the Eligible Voters at the Ratification Vote on the _____ day of _____.

Therefore, I hereby certify the _____ *First Nation Land Code*, attached as Annex #1 hereto.

Dated at _____ on the _____ day of _____,
_____.

Verifier

(NAME OF) FIRST NATION
COMMUNITY RATIFICATION PROCESS

- In accordance with -

***The Framework Agreement on
First Nation Land Management***

And

The First Nations Land Management Act

Dated for Reference January 31, 2008

TABLE OF CONTENTS

1.	TITLE AND PURPOSE	3
2.	DEFINITIONS	3
3.	REGISTRATION OF ELIGIBLE VOTERS	5
4.	INFORMATION TO VERIFIER	6
5.	CONFIRMATION BY VERIFIER	6
6.	COUNCIL RESOLUTION	6
7.	DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT	7
8.	NOTICE OF VOTE	7
9.	COMMUNITY INFORMATION	8
10.	INFORMATION TO THIRD PARTIES	9
11.	AVAILABILITY OF DOCUMENTS	10
12.	PRELIMINARY PROCEDURES	10
13.	MAIL-IN BALLOTS	11
14.	VOTING PROCEDURES AT THE POLLS ON VOTING DAY	13
15.	ORDERLY VOTING	16
16.	REJECTED BALLOTS	17
17.	OPENING MAIL-IN BALLOTS	17
18.	COUNTING OF BALLOTS	18
19.	PROCEDURAL AMENDMENTS	18
20.	OBJECTIONS	19
21.	REPORT BY VERIFIER	20
22.	CERTIFICATION OF LAND CODE	20

FORMS

Form 1	Ballot Question
Form 2	First Nation Council Resolution (Information to Verifier)
Form 2A	Confirmation by Verifier (Land Code and Ratification Process)
Form 3	First Nation Council Resolution (Commencement of Vote)
Form 4	Appointment of Ratification Officer
Form 4A	Appointment of an Assistant Ratification Officer
Form 5	Notice of Vote
Form 6	Voter Registration Document
Form 7	Identification Envelope
Form 8	Declaration of Ratification Officer (Mail-in Ballots)
Form 9	Statement of Witness (Deposit of Mail-in Ballots)
Form 9A	Statement of Witness (Opening of Mail-in Ballots)
Form 10	Declaration of Ratification Officer (Regular Polls)
Form 11	Statement of Witness (Regular Polls)
Form 12	Certification of Ratification Officer (Conclusion of Vote)
Form 13	Report by Verifier (Conclusion of Vote)
Form 14	First Nation Council Resolution (Submission to Verifier at Conclusion of Vote)
Form 15	Certification of Land Code

(NAME OF) FIRST NATION COMMUNITY RATIFICATION PROCESS

1. TITLE AND PURPOSE

- 1.1 The title of this document is the (name of) First Nation Community Ratification Process.
- 1.2 The purpose of this document is to set out the procedure by which (name of) First Nation will decide whether to approve its Land Code and the Individual Agreement, as required under the Framework Agreement and the Act.

2. DEFINITIONS

- 2.1 In this Ratification Process:

“Act” means the *First Nations Land Management Act*, S.C. 1999, c. 24;

“Background Documents” means:

- (a) the Framework Agreement;
- (b) the Act;
- (c) a summary of the Framework Agreement;
- (d) a summary of the Act; and
- (e) a summary of the Land Code;

“Ballot Question” means the question asked in the Ratification Vote in Form 1;

“(name of) First Nation” means the (name of) First Nation as named in the Act;

“Council” means the Chief and Councillors of the (name of) First Nation;

“Department” means the Department of Indian Affairs and Northern Development;

“Eligible Voter” means a Member of (name of) First Nation who is 18 years of age or older on Voting Day;

“Framework Agreement” means the Framework Agreement on First Nation Land Management entered into between the Minister of Indian Affairs and Northern

Development and the Chiefs of fourteen First Nations on February 12, 1996, as amended;

“Individual Agreement” means the Individual First Nation Agreement made between (name of) First Nation and Her Majesty in right of Canada in accordance with clause 6.1 of the Framework Agreement;

“Land Code” means the proposed *(name of) First Nation Land Code*;

“Lands Manager” means the employee responsible for the management of (name of) First Nation reserve lands, and includes a designate;

“List of Registered Voters” means the list of Eligible Voters, prepared in accordance with clause 3.6, who have registered to vote in the Ratification Vote;

“List of Voters” means the list of Eligible Voters prepared in accordance with clause 3.1;

“Member” means a person whose name appears or is entitled to appear on the (name of) First Nation membership list;

“Ratification Documents” means the Land Code and the Individual Agreement;

“Ratification Process” means this (name of) First Nation Community Ratification Process;

“Ratification Officer” means the person appointed by Council under clause 6.1(a);

“Ratification Vote” means a vote by the Registered Voters on the Ballot Question conducted according to the Ratification Process;

“Registered Voter” means an Eligible Voter who has registered to vote in accordance with clause 3.3;

“Verifier” means the person appointed as Verifier under the Framework Agreement and includes any assistant appointed by the Verifier; and

“Voting Day” means the date set for holding the Ratification Vote.

2.2 Unless otherwise provided, words defined in the Framework Agreement have the same meaning in this Ratification Process.

2.3 When calculating time, where anything is to be done within a time after, from, of or before a specified day, or where a time is expressed to begin after or to be from a

specified day, the time does not include that day.

- 2.4 Words in the singular include the plural, words in the plural include the singular, words in the masculine include the feminine and words in the feminine include the masculine, as the context may require.

3. REGISTRATION OF ELIGIBLE VOTERS

- 3.1 The Lands Manager, in consultation with Council, will ensure that a List of Voters is prepared containing the full names, band numbers, birth dates and addresses of the Eligible Voters.
- 3.2 The Ratification Officer will, at least 56 days before Voting Day, send to each Eligible Voter at their last known address a registration package containing a voter registration document in Form 6 and a prepaid return envelope.
- 3.3 An Eligible Voter who wishes to vote in the Ratification Vote must register with the Ratification Officer by:
- (a) completing a voter registration document in Form 6;
 - (b) signing the voter registration document;
 - (c) having a person witness the Eligible Voter's signature;
 - (d) having the witness sign the voter registration document; and
 - (e) returning the voter registration document to the Ratification Officer by mail, courier, hand delivery or facsimile.
- 3.4 An Eligible Voter may register prior to the posting of the Notice of Vote.
- 3.5 A voter registration document must be received by the Ratification Officer no later than the close of the polls on Voting Day.
- 3.6 The Ratification Officer will maintain an updated List of Registered Voters setting out the names of all Eligible Voters who have returned a valid voter registration document in accordance with clause 3.3.
- 3.7 Subject to clause 13.3, no Eligible Voter may be provided with a mail-in ballot or vote at a poll in the Ratification Vote unless the Eligible Voter is a Registered Voter.

4. INFORMATION TO VERIFIER

- 4.1 At least 103 days before the Voting Day and before the Notice of Vote is posted, Council will by resolution in Form 2 send, or cause to be sent in quadruplicate the following documents to the Verifier:
- (a) the Ratification Process;
 - (b) the Land Code; and
 - (c) the List of Voters.
- 4.2 As soon as practicable after the Notice of Vote is posted, Council will send, or cause to be sent to the Verifier an addendum to the List of Voters sent in accordance with clause 4.1(c), listing any changes to the List of Voters who will be eligible to vote on Voting Day.

5. CONFIRMATION BY VERIFIER

- 5.1 Upon receipt of the documents under clause 4.1, the Verifier will review the Land Code and the Ratification Process to determine whether they are consistent with the Framework Agreement and the Act.
- 5.2 In accordance with clause 8.8 of the Framework Agreement, the Verifier will, within 30 days of receiving the documents, issue a declaration in Form 2A confirming whether the Land Code and the Ratification Process are consistent with the Framework Agreement and the Act.

6. COUNCIL RESOLUTION

- 6.1 After the Verifier confirms the Land Code and this Ratification Process under clause 5.2, Council will pass a Resolution in Form 3 to:
- (a) appoint the Ratification Officer;
 - (b) confirm the List of Voters;
 - (c) approve the text of the Land Code and the Ratification Process;

- (d) approve the Individual Agreement;
- (e) order that the Ratification Vote be held to determine if the community approves the Ratification Documents;
- (f) confirm the wording of the Ballot Question; and
- (g) set the Voting Day.

7. DUTY OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT

- 7.1 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote and has all the powers necessary to carry out that responsibility.
- 7.2 The Ratification Officer may appoint one or more assistant Ratification Officers and may delegate any of the duties set out in the Ratification Process to such an assistant, except:
 - (a) the initialling of ballots;
 - (b) the deposit of the mail-in ballots in the ballot box under clauses 13.10(i) and 17.1(c); and
 - (c) the counting of ballots under clause 18.
- 7.3 Upon the appointment of an assistant Ratification Officer, the Ratification Officer and each such assistant Ratification Officer will execute an Appointment of an Assistant Ratification Officer in Form 4A.
- 7.4 If the Ratification Officer is unable to perform his or her duties, Council may appoint an acting Ratification Officer.

8. NOTICE OF VOTE

- 8.1 The Ratification Officer, in consultation with Council, will post a Notice of Vote in Form 5 at least 56 days prior to the Voting Day in public places where it can be read by the Members.
- 8.2 The Verifier will publish the Notice of Vote in one or more local newspapers at least 28 days prior to Voting Day.

8.3 The Notice of Vote will contain the following information:

- (a) the date, place and time of the Ratification Vote;
- (b) the Ballot Question;
- (c) the procedure for registering as a Registered Voter;
- (d) instructions for obtaining a copy of the Ratification Documents, the Background Documents and the Ratification Process; and
- (e) the name, office address and telephone number of the Ratification Officer.

8.4 Forthwith after posting the Notice of Vote, the Ratification Officer will fax a true copy of the Notice of Vote to the Verifier.

9. COMMUNITY INFORMATION

9.1 Council will send or cause to be sent, in one or more mailings, the following information to each Member on the List of Voters at the Member's last known address:

- (a) a copy of the Notice of Vote;
- (b) a copy of the Land Code;
- (c) a summary of the Land Code;
- (d) a copy of the Individual Agreement;
- (e) a summary of the Individual Agreement;
- (f) a summary of the Framework Agreement; and
- (g) a summary of the Act.

9.2 The information sent in accordance with clause 9.1 will be mailed at least 56 days prior to Voting Day.

9.3 In addition to the information provided under clause 9.1 Council may conduct or cause to be conducted:

- (a) visits at the homes of Eligible Voters;
- (b) telephone contact with Eligible Voters;
- (c) information meetings at (name of) and other appropriate places; and
- (d) such other information activities as may be deemed appropriate.

9.4 Activities conducted in accordance with clause 9.3 may be conducted at any time prior to two days before Voting Day.

9.5 Nothing in clause 9.4 precludes visits to, or telephone contact with, any Eligible Voter on the Voting Day for purposes only of assisting such Eligible Voters to vote.

10. INFORMATION TO THIRD PARTIES

10.1 At least 56 days prior to Voting Day the Lands Manager will provide the following information to each person who holds an Interest in (name of) First Nation Land but is not a Member:

- (a) the date of the Ratification Vote;
- (b) a communiqué from (name of) First Nation explaining the effect of the Ratification Vote;
- (c) a summary of the Act;
- (d) a summary of the Framework Agreement;
- (e) a summary of the Land Code; and
- (f) the name, office address and telephone number of a person who may be contacted for purposes of obtaining copies of the Background Documents or further information about the management of (name of) First Nation Land.

10.2 In addition to information provided in accordance with clause 10.1, (name of) First Nation may meet with, or otherwise provide information directly to, persons who hold an interest in (name of) First Nation land but are not Members.

10.3 Nothing in this Ratification Process precludes (name of) First Nation from providing

information in any form it deems appropriate to a municipal corporation, regional district, first nation or other entity with an interest in land in the vicinity of (name of) First Nation land.

11. AVAILABILITY OF DOCUMENTS

- 11.1 Notwithstanding clause 9, any Member may, on request, obtain a copy of the Ratification Documents and the Background Documents at no cost.
- 11.2 Any Member or the representative of Canada appointed under clause 8.2 of the Framework Agreement may upon request obtain a copy of the Ratification Process in relation to an objection under clause 20.
- 11.3 The Lands Manager will ensure that copies of the Ratification Documents and the Background Documents are available at the administration offices of the (name of) First Nation in sufficient quantities to comply with clause 11.1 and 11.2.

12. PRELIMINARY PROCEDURES

- 12.1 The Ratification Officer, in consultation with Council, will:
 - (a) designate the polling places;
 - (b) prepare sufficient copies of regular ballots and mail-in ballots, which will be uniform in size, appearance, quality and weight;
 - (c) prepare sufficient copies of the secrecy envelopes, the identification envelopes, and the return envelopes;
 - (d) prepare sufficient copies of the voting instructions;
 - (e) obtain a sufficient number of ballot boxes;
 - (f) provide for a designated voting area at the polls such that a Registered Voter can mark a ballot free from observation;
 - (g) provide a sufficient number of lead pencils and blue or black ink pens for marking the ballot;
 - (h) ensure that samples of the Ballot Question are posted or available for examination

at the polls; and

- (i) ensure that a Commissioner for Oaths or Notary Public will be available as required.

13. MAIL-IN BALLOTS

13.1 A Registered Voter may cast a mail-in ballot.

13.2 The Ratification Officer will provide a pre-folded and initialled ballot in Form 1, an identification envelope in Form 7, a secrecy envelope, a prepaid return envelope and voting instructions to each Registered Voter who:

- (a) is not a resident on a (name of) First Nation Indian reserve; or
- (b) who otherwise requests of the Ratification Officer to cast a mail-in ballot.

13.3 If an Eligible Voter contacts the Ratification Officer and confirms his or her intention to register, the Ratification Officer will, upon being satisfied as to the Eligible Voter's intention, provide a mail-in ballot to the Eligible Voter.

13.4 To cast a mail-in ballot, a Registered Voter will:

- (a) mark the ballot by placing a cross ("X") in the box marked "YES" or in the box marked "NO";
- (b) enclose and seal the ballot in the secrecy envelope;
- (c) enclose and seal the secrecy envelope in the identification envelope;
- (d) sign the outside of the identification envelope;
- (e) enclose and seal the identification envelope in the prepaid mailing envelope; and
- (f) deliver the sealed mailing envelope to the Ratification Officer.

13.5 A mail-in ballot may be delivered to the Ratification Officer by mail, courier or hand delivery.

13.6 A mail-in ballot must be received by the Ratification Officer no later than the close of the polls on Voting Day.

- 13.7 After the Ratification Officer has received a mail-in ballot, the Ratification Officer will:
- (a) confirm that the sender of the mail-in ballot is a Registered Voter or an Eligible Voter who has confirmed his or her intention to register in accordance with clause 13.3;
 - (b) attach the voter registration document to the mail-in ballot package;
 - (c) record the date when the mail-in ballot package was received;
 - (d) confirm that no other mail-in ballot package has been received from the Registered Voter; and
 - (e) store the mail-in ballot package in a secure location until Voting Day.
- 13.8 The Ratification Officer is personally responsible for the safekeeping of mail-in ballot packages until such time as the packages are opened, verified and deposited in a mail-in ballot box in accordance with clause 13.10.
- 13.9 The Ratification Officer will, after the last mail delivery on Voting Day and prior to the close of the polls on that day, retrieve any mail-in ballot packages from the mail.
- 13.10 After retrieving any mail-in ballot packages in accordance with clause 13.9 and prior to the close of the polls on Voting Day, the Ratification Officer will in the presence of two or more Registered Voters who will act as witnesses:
- (a) open a ballot box to be used only for the mail-in ballots;
 - (b) request the two or more Registered Voters to witness that the ballot box is empty;
 - (c) place his or her signature on the seal;
 - (d) ask the witnesses to place their signatures on the seal;
 - (e) forthwith seal the ballot box;
 - (f) in the presence of the witnesses, open each mail-in ballot package;
 - (g) verify that the signature that appears on the identification envelope is the same as the signature that appears on the voter registration document;

- (h) check the List of Registered Voters to ensure that the Registered Voter has not previously voted by mail-in ballot or in person;
- (i) if the Registered Voter has not already voted, deposit the mail-in ballot in its unopened secrecy envelope into the ballot box; and
- (j) place a line through the name of the Registered Voter on the List of Registered Voters.

13.11 Where:

- (a) a Registered Voter has previously voted in person or by mail-in ballot;
- (b) a voter is not a Registered Voter;
- (c) the signature that appears on the identification envelope is not the same as the signature that appears on the voter registration document; or
- (d) the identification envelope is not signed,

the Ratification Officer will reject the mail-in ballot and note the reason for the rejection on the List of Registered Voters and on the unopened mail-in ballot envelope, and will forthwith place the unopened mail-in ballot envelope into a suitable envelope retained for that purpose.

13.12 The Ratification Officer will:

- (a) execute a Declaration of Ratification Officer in Form 8; and
- (b) ensure that each witness executes a Statement of Witness in Form 9 and Form 9A.

14. VOTING PROCEDURES AT THE POLLS ON VOTING DAY

14.1 The polls will be open from ____ a.m. until ____ p.m. on Voting Day.

14.2 All voting at the polls will be by secret ballot.

14.3 The Ratification Officer is responsible for determining whether a person is an Eligible Voter and a Registered Voter.

- 14.4 At each poll, the Ratification Officer will:
- (a) before the first vote is cast, open the ballot box and request a Registered Voter to witness that the ballot box is empty;
 - (b) thereupon seal the ballot box and place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;
 - (c) keep the ballot box in view for reception of ballots;
 - (d) execute a Declaration of Ratification Officer in Form 10; and
 - (e) ensure that each witness executes a Statement of Witness in Form 11.
- 14.5 When a person at a poll requests to vote, the Ratification Officer will:
- (a) ensure that the person is a Registered Voter;
 - (b) check the List of Registered Voters to ensure that the person has not already voted, either in person or by mail-in ballot; and
 - (c) provide the Registered Voter with a ballot, on the back of which are affixed the Ratification Officer's initials so that the initials can be seen when the ballot is folded.
- 14.6 The Ratification Officer will place, on the List of Registered Voters, a line through the name of every Registered Voter receiving a ballot at a poll.
- 14.7 The Ratification Officer will establish a process of ongoing communication by telephone or other effective means between polls so as to ensure that the List of Registered Voters located at each poll is updated and current in accordance with clause 14.6.
- 14.8 Upon request, the Ratification Officer will explain the method of voting.
- 14.9 If the Ratification Officer determines that the name of a Registered Voter has been omitted, incorrectly set out or incorrectly included on the List of Registered Voters, he or she will, in his or her sole discretion, make the necessary revision and such revision will be final.
- 14.10 A Registered Voter may request special assistance from the Ratification Officer at the polls.

- 14.11 The Ratification Officer will, on request and in the presence of a witness acceptable to the Registered Voter and the Ratification Officer, provide special assistance to a Registered Voter at the polls by marking a ballot in secret as directed by the Registered Voter and immediately folding and depositing the ballot into the ballot box.
- 14.12 The Ratification Officer, after providing special assistance to a Registered Voter, will make an entry on the List of Registered Voters opposite the name of the Registered Voter indicating:
- (a) that the ballot was marked by the Ratification Officer at the request of the Registered Voter;
 - (b) the reason for the Registered Voter's request; and
 - (c) the name of the witness.
- 14.13 Except for a Registered Voter requiring special assistance, every Registered Voter receiving a ballot at a poll will:
- (a) proceed immediately to a designated voting area;
 - (b) mark the ballot by placing a cross ("X") in the box marked "YES" or in the box marked "NO";
 - (c) fold the ballot so as to conceal the mark and expose the initials of the Ratification Officer; and
 - (d) immediately give the folded ballot to the Ratification Officer.
- 14.14 Upon receiving a marked ballot, the Ratification Officer, without unfolding it, will:
- (a) verify his or her initials;
 - (b) remove the perforated strip, if any; and
 - (c) deposit the ballot into the ballot box.
- 14.15 A Registered Voter at a poll who receives a spoiled or improperly printed ballot, or who accidentally spoils a ballot when marking it, is entitled to receive another ballot from the Ratification Officer after returning the original ballot to the Ratification Officer.
- 14.16 The Ratification Officer will record a ballot returned in accordance with clause 14.15 as

spoiled.

- 14.17 A Registered Voter at a poll who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and the Ratification Officer will make an entry on the List of Registered Voters stating that the Registered Voter left the poll without delivering the ballot and will record the ballot as cancelled.
- 14.18 At the time set for closing the polls, the Ratification Officer will declare the polls closed, and entry will be denied to the polls until all Registered Voters remaining in the polls at that time have voted.
- 14.19 After the close of a poll other than the poll at which the Ratification Officer is presiding, the Assistant Ratification Officer presiding at that poll, with the Verifier or Assistant Verifier who will act as a witness, will:
- (a) seal the ballot box at that poll such that no further ballots may be deposited in that ballot box;
 - (b) initial the seal; and
 - (c) forthwith transport the sealed ballot box to the Ratification Officer at the poll at which he or she is presiding.

15. ORDERLY VOTING

- 15.1 Council, with the assistance of the Ratification Officer, will ensure that peace and good order are maintained at the polls.
- 15.2 The Ratification Officer will allow only one Registered Voter at a time into a designated voting area, except for a Registered Voter receiving special assistance.
- 15.3 A Registered Voter who is present and available to vote at a poll before the closing time will be entitled to vote.
- 15.4 No person will:
- (a) interfere or attempt to interfere with a Registered Voter when the Registered Voter is voting;
 - (b) obtain or attempt to obtain information as to how a Registered Voter is about to vote or has voted;

- (c) mark a ballot in a way that identifies the Registered Voter; or
- (d) mark the secrecy envelope for a mail-in ballot in a way that indicates how the ballot was cast.

16. REJECTED BALLOTS

16.1 A cast ballot will be rejected if that ballot:

- (a) was not supplied by the Ratification Officer or assistant Ratification Officer;
- (b) was not marked as either “YES” or “NO”;
- (c) was marked as both “YES” and “NO”;
- (d) was marked outside a box marked “YES” or “NO” such that the Ratification Officer cannot reasonably discern the intent of the Registered Voter; or
- (e) has any writing or mark which can identify the Registered Voter.

16.2 A ballot marked with anything other than a cross (“X”), or marked with anything other than a lead pencil or blue or black pen, will not be rejected if:

- (a) the mark is in a box;
- (b) the mark does not identify the Registered Voter; and
- (c) in the opinion of the Ratification Officer, the intent of the Registered Voter is clear.

17. OPENING MAIL-IN BALLOTS

17.1 After the close of the polls on Voting Day, the Ratification Officer, in the presence of the Verifier and any Registered Voters who may be present, will:

- (a) open the ballot box for mail-in ballots;
- (b) open the secrecy envelope and confirm the authenticity of the ballot by checking the affixed initials; and

- (c) deposit the ballot, without opening or showing it, in a ballot box used at the polls.

18. COUNTING OF BALLOTS

- 18.1 After the mail-in ballots have been deposited in a ballot box and after all ballot boxes have been received from the polls, the Ratification Officer, in the presence of the Verifier and any Registered Voter who may be present, will:
 - (a) count the number of spoiled ballots;
 - (b) examine all ballots contained in the ballot boxes;
 - (d) reject any ballots as required under clause 16.1; and
 - (e) count the number of ballots marked “YES”, the number of ballots marked “NO” and the number of rejected ballots.
- 18.2 When the results of the Ratification Vote have been determined the Ratification Officer will execute a Certification by Ratification Officer in Form 12.
- 18.3 The Ratification Officer will seal in separate envelopes the spoiled ballots, the rejected ballots, the ballots cast in favour and the ballots cast against and will thereupon:
 - (a) affix his or her signature to the seals; and
 - (b) request the Verifier to affix his signature to the seals.
- 18.4 The Ratification Officer will retain the separate envelopes for at least 60 days in his or her secure possession, and may unless otherwise instructed by Council thereafter destroy the ballots cast, including the rejected ballots, and the spoiled ballots.

19. PROCEDURAL AMENDMENTS

- 19.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer, Council or its designate and the Verifier may agree upon a variation of the procedural requirements of this Ratification Process if they:
 - (a) deem it necessary to do so; and

- (b) reasonably believe the variation will not result in any substantive change to those procedural requirements.
- 19.2 The Verifier will state in writing the nature and basis of a variation under clause 19.1 and make a copy of the statement publicly available.
- 19.3 The Ratification Officer or Verifier may modify a form appended to this Ratification Process to add or update, but not remove, material detail.

20. OBJECTIONS

- 20.1 An Eligible Voter or the representative of Canada appointed under clause 8.2 of the Framework Agreement may file an objection with the Verifier if the Eligible Voter or representative has reasonable grounds for believing that:
 - (a) there was a violation of, or irregularity in, this Ratification Process; and
 - (b) the final result of the Ratification Vote might have been different but for the violation or irregularity.
- 20.2 An objection must be received by the Verifier within five days of the Voting Day.
- 20.3 An objection must be in writing and must:
 - (a) identify the name, address and telephone number of the Eligible Voter or representative of Canada making the objection;
 - (b) summarize the grounds for the objection; and
 - (c) be accompanied by a statutory declaration setting out the grounds for the objection.
- 20.4 The Verifier may, if the material provided under clause 20.3 is insufficient to decide the validity of the objection, conduct such further investigations as he deems necessary.
- 20.5 If an objection is filed under this clause, the Verifier will, within 15 days of Voting Day determine whether the objection is valid.
- 20.6 If the Verifier determines the objection is valid, he may allow the objection and call another Ratification Vote.

20.7 If the Verifier determines that:

- (a) there was neither a violation of, nor an irregularity in, this Ratification Process; or
- (b) there was a violation of, or an irregularity in, this Ratification Process but the final result of the Ratification Vote was not affected thereby,

the Verifier will dismiss the objection.

21. REPORT BY VERIFIER

21.1 Within 15 days of the Voting Day, the Verifier will send a written report in Form 13 on the conduct of the Ratification Vote to the (name of) First Nation and the Minister of the Department.

22. CERTIFICATION OF LAND CODE

22.1 The Land Code and the Individual Agreement will be approved if:

- (a) a majority of the Registered Voters vote to approve them; and
- (b) at least 25 per cent plus one of all Eligible Voters vote to approve them.

22.2 If the Land Code and the Individual Agreement are approved, Council will, as soon as practicable after receiving the report of the Verifier under clause 21.1, pass a resolution in Form 14 and send a copy of the approved Land Code and a declaration of the results of the vote to the Verifier.

22.3 Upon receiving the Land Code and the resolution in Form 14 from Council, the Verifier will certify the Land Code in Form 15 and send a copy of Form 15 together with a copy of the certified Land Code to the (name of) First Nation, the Minister of the Department and the Chair of the Lands Advisory Board.

Form 1
Ratification Process

BALLOT QUESTION

Do you approve:

- **The *(name of) First Nation Land Code*, dated for reference _____, 200_; and**
- **The Individual Agreement with Her Majesty the Queen in right of Canada?**

EXPLANATION

A **“YES”** vote means that (name of) First Nation will manage its own reserve lands under the *(name of) First Nation Land Code*.

A **“NO”** vote means that (name of) First Nation lands will continue to be managed by the Department of Indian Affairs under the *Indian Act*.

YES

☐

NO

☐

Mark this Ballot by placing a Cross (✕) in one of the above boxes.

Form 2
Ratification Process

FIRST NATION COUNCIL RESOLUTION
(Information to Verifier)

The Council of (name of) First Nation, in accordance with the clause 8.3 of the Framework Agreement on First Nation Land Management and clause 4 of the (name of) First Nation Community Ratification Process, do hereby resolve to submit the following information to the verifier, in quadruplicate:

1. the proposed *(name of) First Nation Land Code* dated for reference _____, 200_;
2. the initial List of Voters who, according to the records of (name of) First Nation, would be eligible to vote on whether to approve the proposed *(name of) First Nation Land Code*; and
3. the proposed (name of) First Nation Community Ratification Process, dated for reference _____, 200_.

Dated at (name of), Province of British Columbia on the _____ day of _____ 200_.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of ___ Council members)

Form 2A
Ratification Process

CONFIRMATION BY VERIFIER
(Land Code and Individual Agreement Ratification Process)

CANADA)

)

PROVINCE OF BRITISH COLUMBIA)

I, _____, of _____, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was appointed as the Verifier for (name of) First Nation by the First Nation on the ____ day of _____ 200_ and by Canada on the ____ day of _____ 200_ for the purpose of verifying the community approval of their Land Code and their Individual Agreement, in accordance with the Framework Agreement on First Nation Land Management and the *First Nations Land Management Act*.
2. In accordance with clause 8.3 of the Framework Agreement, I received the following information from (name of) First Nation on _____, 200_:
 - (a) a copy of *the (name of) First Nation Land Code*;
 - (b) a list of the names of every Member of (name of) First Nation who, according to (name of) First Nation's records at that time, would be eligible to vote on whether to approve the Land Code and the Individual Agreement; and
 - (c) a detailed description of the community approval process that (name of) First Nation proposes to use.
3. A true copy of the Land Code, entitled the *(name of) First Nation Land Code*, dated for reference _____, 200_ is attached hereto as Exhibit "1" to this declaration.
4. A true copy of the community approval process, entitled (name of) First Nation Community Ratification Process, dated for reference _____, 200_ is attached hereto as Exhibit "2" to this declaration.
5. In accordance with clause 8.4 of the Framework Agreement and section 8 of the Act, I reviewed the *(name of) First Nation Land Code* and the (name of) First Nation Community Ratification Process to decide whether:

- (a) the *(name of) First Nation Land Code* conforms with the requirements of clause 5 of the Framework Agreement and section 6 of the Act; and
- (b) the (name of) First Nation Community Ratification Process conforms with clause 7 of the Framework Agreement and section 8 of the Act.
6. In accordance with clause 8.8 of the Framework Agreement and section 8.1(a) of the Act, *the (name of) First Nation Land Code* and the (name of) First Nation Community Ratification Process are hereby confirmed/not confirmed as being consistent with the Framework Agreement.
7. My reasons for not confirming *the (name of) First Nation Land Code* or (name of) First Nation Community Ratification Process are as follows:

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
_____ of _____,)
in the Province of _____, this)
_____ day of _____, 200_.)

A Commissioner for Oaths in and)
for the Province of _____.

_____, Verifier

Form 3
Ratification Process

FIRST NATION COUNCIL RESOLUTION
(Commencement of Vote)

The Council of (name of) First Nation, in accordance with the Framework Agreement on First Nation Land Management and clause 6 of the (name of) First Nation Community Ratification Process, do hereby resolve to:

1. Confirm _____ as the Ratification Officer;
2. Confirm the List of Voters;
3. Approve the text of the (name of) First Nation Community Ratification Process, dated for reference _____, 200_;
4. Approve for community ratification *the (name of) First Nation Land Code*, as confirmed by the Verifier and dated for reference _____, 200_;
5. Approve for community ratification the Individual Agreement, which includes a process for amendment;
6. Hold a Ratification Vote to determine if the community approves the Ratification Documents in accordance with the (name of) First Nation Community Ratification Process as confirmed by the Verifier on _____, 200_;
7. Confirm the Ballot Question in the form attached as Annex #1; and
8. Set the Voting Day to be the ____ day of _____ 200_.

Dated at (name of), Province of British Columbia on the ____ day of _____ 200_.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of __ Council members)

Form 4
Ratification Process

APPOINTMENT OF RATIFICATION OFFICER

Date

I, _____, agree to act as Ratification Officer for the Ratification Vote to determine if the voters of the (name of) First Nation approve the Ratification Documents, and will discharge my duties in accordance with the (name of) First Nation Community Ratification Process and the requirements of confidentiality.

_____, Ratification Officer

Form 4A
Ratification Process

APPOINTMENT OF AN ASSISTANT RATIFICATION OFFICER

Date

I, _____, Ratification Officer, appoint _____ to act as my assistant in carrying out my duties in accordance with the (name of) First Nation Community Ratification Process for the purpose of the Ratification Vote.

_____, Ratification Officer

I, _____ agree to act as an assistant to the Ratification Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to the best of my abilities and in accordance with the (name of) First Nation Community Ratification Process and the requirements of confidentiality.

Assistant Ratification Officer

Form 5
Ratification Process

NOTICE OF VOTE

TO: MEMBERS OF (NAME OF) FIRST NATION

TAKE NOTICE that a Ratification Vote will be held in accordance with the (name of) First Nation Community Ratification Process on _____, 200_ in order to determine if Registered Voters approve the (name of) First Nation Land Code and the Individual Agreement.

The following question will be asked of the Registered Voters of (name of) First Nation by ballot:

"Do you approve:

- **The (name of) First Nation Land Code, dated _____, 200_ and**
- **The Individual Agreement with Her Majesty the Queen in Right of Canada?**

The Ratification Vote will take place on _____ day, the ____ day of _____, 200_ from ____ a.m. until ____ p.m. at:

The (name of) First Nation Administration Offices and _____
(Street address) _____, British Columbia (Street address), _____, British Columbia

Copies of the Background Documents, the Ratification Documents and the Ratification Process may be obtained from _____, Land Management Coordinator, at the (name of) First Nation Administration Offices, (address) Province of British Columbia, telephone _____.

AND FURTHER TAKE NOTICE that all Members of (name of) First Nation 18 years of age or older as of the date of the Ratification Vote are eligible to vote, **PROVIDED THAT SUCH MEMBERS MUST COMPLETE A VOTER REGISTRATION DOCUMENT TO BE PLACED ON THE LIST OF REGISTERED VOTERS.** Voter registration documents will be sent to all Eligible Voters whose address is on record with the (name of) First Nation. Voter registration documents are also available from _____, Ratification Officer at the address and telephone number appearing below.

DATED at (name of), Province of British Columbia this _____ day of _____ 200_.

_____, Ratification Officer
_____, Province of British Columbia, _____
Telephone: () _____ Facsimile: () _____

NOTE: Any Registered Voter may vote by mail-in ballot. If an Eligible Voter has not received a Voter Registration Document by _____, 200_ please contact the Ratification Officer so that the necessary form can be supplied to you.

Form 6
Ratification Process

VOTER REGISTRATION DOCUMENT
To Vote in the (name of) First Nation Ratification Vote

I, _____, am registering as a Registered Voter and:
(Print full name)

(Check one only)

☐ I will be able to attend a polling station in person

OR

☐ I wish to receive a mail-in ballot package.

My mailing address is: _____

Postal/Zip Code

My phone number is: _____

I confirm that I am at least 18 years of age, or will be 18 years of age by _____, 200_
and I am a Member of the (name of) First Nation, and that:

My Band Number is _____ and my Date of Birth is _____;

And that I have signed this Voter Registration Form, together with a witness to my signature.

Signature of Eligible Voter

Date

Signature of Witness

Print Name of Witness

For Ratification Officer's Use Only

This is to certify that this Eligible Voter has been registered and his or her full name, band number and date of birth have been placed on the List of Registered Voters.

Date _____, Ratification Officer

Form 7
Ratification Process

IDENTIFICATION ENVELOPE

IDENTIFICATION ENVELOPE

**(NAME OF) FIRST NATION
RATIFICATION VOTE**

PLEASE ENCLOSE ONE SECRECY ENVELOPE CONTAINING ONE BALLOT

Full Name of Registered Voter: _____
(Please print your name)

I confirm that this envelope contains only my ballot, which is sealed inside a secrecy envelope.

Signature of Registered Voter

Form 8
Ratification Process

DECLARATION OF RATIFICATION OFFICER
(Mail-in Ballots)

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally responsible for receiving all mail-in ballots at (name of) First Nation when Registered Voters of (name of) First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. In preparation for depositing mail-in ballots, I opened ballot box number #__.
3. I saw that the ballot box was empty and I asked Registered Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of the Registered Voters who were present, and prepared it for the reception of ballot papers.
5. I personally deposited all of the mail-in ballots received by me into ballot box #__ without opening the secrecy envelope, and kept the ballot box sealed when not in my custody until the ballots were counted.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____,)
200_.) _____
) _____, Ratification Officer
) _____
A Commissioner for Oaths in and for the
Province of British Columbia

Form 9
Ratification Process

STATEMENT OF WITNESS
(Deposit of Mail-In Ballots)

Date

I, _____ was personally present at _____ on the __ day of _____, 200_ when the Ratification Officer deposited the secrecy envelopes containing the mail-in ballots in ballot box #__, and:

1. I am a Registered Voter.
2. I witnessed that ballot box #__ was empty before any secrecy envelopes containing mail-in ballots were deposited.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

Form 9A
Ratification Process

STATEMENT OF WITNESS
(Opening of Mail-In Ballots)

Date

I, _____ was personally present at _____ on the __ day of _____, 200_ when the Ratification Officer opened the mail-in ballot packages, and:

1. I am a Registered Voter.
2. The mail-in ballot packages were unopened immediately prior to the time the Ratification Officer opened them.
3. The Ratification Officer confirmed that the signatures that appeared on the identification envelopes were the same as the signatures that appeared on the voter registration documents.
4. The Ratification Officer checked the List of Registered Voters and ensured that the Registered Voter whose name appeared on the mail-in ballot package had not previously voted in person or by mail-in ballot.
5. The Ratification Officer placed a line through the name of each Registered Voter on the List of Registered Voters when she deposited the secrecy envelope of that Registered Voter in the separate ballot box kept for that purpose.

Witness

Form 10
Ratification Process

DECLARATION OF RATIFICATION OFFICER
(Regular Polls)

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____ on the __ day of _____, 200_ when Registered Voters of (name of) First Nation voted in a Ratification Vote concerning the Ratification Documents.
2. Immediately before the Ratification Vote began, I opened ballot box number #__.
3. I saw that the ballot box was empty and I asked Registered Voters who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and kept it in view for the reception of ballot papers.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the Province of _____)
_____, this _____ day of _____)
200_.)
) _____)
) _____, Ratification Officer)
A Commissioner for Oaths in and for the)
Province of British Columbia)

Form 11
Ratification Process

STATEMENT OF WITNESS
(Regular Polls)

Date

I, _____, was personally present at the polling place at _____ on the __ day of _____, 200_ when Registered Voters of (name of) First Nation were to vote in a Ratification Vote concerning the Ratification Documents, and

1. I am a Registered Voter.
2. I witnessed that the ballot box #__ was empty before any votes were cast in the Ratification Vote.
3. I witnessed the Ratification Officer seal the ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

Form 12
Ratification Process

CERTIFICATION BY RATIFICATION OFFICER
(Conclusion of Vote)

CANADA)
)
Province of British Columbia)

I, _____, Ratification Officer for (name of) First Nation in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on the ___ day of _____, 200_ when Registered Voters of (name of) First Nation voted concerning approval of *the (name of) First Nation Land Code* and Individual Agreement in accordance with the (name of) First Nation Community Ratification Process.
2. A true copy of the Notice of Vote is attached as Exhibit “1” to this Declaration.
3. In accordance with clause 8.1 of the (name of) First Nation Community Ratification Process I posted the Notice of Vote at least 56 days prior to the Voting Day.
4. The voting procedure, including the handling of mail-in ballots and the counting of results, was conducted in accordance with clauses 12 to 19, both inclusive, of the (name of) First Nation Community Ratification Process.
5. The names of _____ Eligible Voters appeared on the List of Voters.
6. The number of Eligible Voters who registered was _____ and their names were entered on the List of Registered Voters.
7. The number of Registered Voters who constituted a majority was _____.
8. The number of Eligible Voters who constituted the minimum percentage required for approval under clause 7.4 of the *Framework Agreement on First Nation Land Management* and section 12(2) of the *First Nations Land Management Act* was _____.
9. The results of the Ratification Vote are as follows:
 - (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with

clause 13 of the (name of) First Nation Community Ratification Process;

- (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 14 and 15 of the (name of) First Nation Community Ratification Process;
- (c) _____ ballots were spoiled as provided in clause 14.16 of the (name of) First Nation Community Ratification Process;
- (d) _____ ballots were rejected in accordance with clause 13.11 of the (name of) First Nation Community Ratification Process and not opened or deposited into the ballot box;
- (e) _____ ballots were cancelled in accordance with clause 14.17 of the (name of) First Nation Community Ratification Process;
- (f) _____ ballots were rejected in accordance with clause 16.1 of the (name of) First Nation Community Ratification Process;
- (g) _____ ballots were marked "YES" for the Ballot Question; and
- (h) _____ ballots were marked "NO" for the Ballot Question.

10. Based on the need to meet or exceed the number of Registered Voters in item 7, and the number of Eligible Voters in item 8, above, the Ratification Documents were *approved/not approved* by the Registered Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the _____)
Province of _____, this _____)
day of _____ 200_.)

_____, Ratification Officer

A Commissioner for Oaths in and for the
Province of British Columbia

Form 13
Ratification Process

REPORT BY VERIFIER
(Conclusion of Vote)

CANADA)
)
Province of British Columbia)

I, _____ of _____, in the Province of _____,
DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on the ____ day of _____, 200_ when Registered Voters voted concerning approval of *the (name of) First Nation Land Code* and their Individual Agreement in accordance with the (name of) First Nation Community Ratification Process.
2. A copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with clause 8.1 of the (name of) First Nation Community Ratification Process, the Ratification Officer posted the Notice of Vote at least 56 days prior to the Voting Day.
4. In accordance with clause 8.2 of the (name of) First Nation Community Ratification Process, I arranged for the Notice of Vote to be published in the _____ at least 28 days prior to the Voting Day.
5. In accordance with clause 9.2 of the (name of) First Nation Community Ratification Process, a copy of the Notice of Vote and the documents listed in clause 9.1 were sent to each person on the List of Voters at their last known address at least 56 days prior to the Voting Day.
6. In accordance with clauses 9.3 and 9.4 of the (name of) First Nation Community Ratification Process, door-to-door visits, community information meetings and telephone contacts were made in the community.
7. In accordance with clause 10.1 of the (name of) First Nation Community Ratification Process, the information package was sent to any persons who are not Members who hold an interest in (name of) First Nation Land at least 56 days prior to the Voting Day.
8. The names of _____ Eligible Voters appeared on the List of Voters.
9. The number of Eligible Voters who registered was _____ and their names were entered on the List of Registered Voters.
10. The number of Registered Voters who constituted a majority was _____.
11. The number of Eligible Voters who constituted the minimum percentage required for approval

under clause 7.4 of the Framework Agreement on First Nation Land Management and section 12(2) of the *First Nations Land Management Act* was _____.

12. The results of the Ratification Vote are as follows:

- (a) _____ mail-in ballots were cast in the Ratification Vote in accordance with clause 13 of the (name of) First Nation Community Ratification Process;
- (b) _____ regular ballots were cast in the Ratification Vote in accordance with clauses 14 and 15 of the (name of) First Nation Community Ratification Process;
- (c) _____ ballots were spoiled as provided in clause 14.16 of the (name of) First Nation Community Ratification Process;
- (d) _____ ballots were rejected in accordance with clause 13.11 of the (name of) First Nation Community Ratification Process and not opened or deposited into the ballot box;
- (e) _____ ballots were cancelled in accordance with clause 14.17 of the (name of) First Nation Community Ratification Process;
- (f) _____ ballots were rejected in accordance with clause 16.1 of the (name of) First Nation Community Ratification Process;
- (g) _____ ballots were marked “YES” for the Ballot Question; and
- (h) _____ ballots were marked “NO” for the Ballot Question.

13. Based on the need to meet or exceed the number of Registered Voters in item 10, and the number of Eligible Voters in item 11, the Ratification Documents were *approved/not approved* by the Registered Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE me at the _____)
of _____ in the)
Province of _____, this _____)
day of _____ 200__.)
)
)
A Commissioner for Oaths in and for the)
Province of British Columbia)

_____, Verifier

Form 14
Ratification Process

FIRST NATION COUNCIL RESOLUTION
(Submission to Verifier at Conclusion of Vote)

Whereas the *(name of) First Nation Land Code* and the Individual Agreement were submitted to a Ratification Vote at (name of) First Nation on the ___ day of _____, 200_;

And Whereas the Verifier has reported that the Ratification Vote was conducted in accordance with the (name of) First Nation Community Ratification Process confirmed by the Verifier;

And Whereas the Registered Voters approved these documents at the Ratification Vote held on the ___ day of _____, 200_;

Now therefore the Council of (name of) First Nation, in accordance with the *Framework Agreement on First Nation Land Management* and clause 22.2 of the (name of) First Nation Community Ratification Process, do hereby resolve to send to the Verifier the approved *(name of) First Nation Land Code*, attached hereto as Annex “1”, for certification by the Verifier.

Dated at (name of), Province of British Columbia this _____ day of _____, 200_.

Chief (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

Councillor (name)

(* A quorum for this Band consists of ___ Council members)

Form 15
Ratification Process

CERTIFICATION OF LAND CODE

Whereas the *(name of) First Nation Land Code* and the Individual Agreement were submitted to a Ratification Vote at (name of) First Nation on the ___ day of _____, 200_;

And Whereas I have reported that the Ratification Vote was conducted in accordance with the (name of) First Nation Community Ratification Process confirmed by me as the Verifier;

And Whereas the *(name of) First Nation Land Code* and the Individual Agreement were approved by the Registered Voters at the Ratification Vote on the ___ day of _____, 200_;

Therefore, I hereby certify the *(name of) First Nation Land Code*, attached as Annex “1” hereto.

Dated at _____ this _____ day of _____, 200_.

_____, Verifier

**PROCESSUS DE RATIFICATION
COMMUNAUTAIRE**

PAR LA PREMIÈRE NATION DE (NOM)

- Conformément à-

*L'Accord-cadre relatif à la gestion
des terres des Premières nations*

et à la

Loi sur la gestion des terres des Premières nations

En date du 31 janvier 2008

TABLE DES MATIÈRES

1.	TITRE ET OBJECTIF	3
2.	DÉFINITIONS	3
3.	INSCRIPTIONS DES ÉLECTEURS ADMISSIBLES	5
4.	INFORMATION AU VÉRIFICATEUR	6
5.	CONFIRMATION PAR LE VÉRIFICATEUR	6
6.	RÉSOLUTION DU CONSEIL	6
7.	RESPONSABILITÉ DE L'AGENT DE RATIFICATION ET NOMINATION D'UN ADJOINT	7
8.	AVIS DE SCRUTIN	7
9.	INFORMATION À LA COMMUNAUTÉ	8
10.	INFORMATION AUX TIERS	9
11.	DISPONIBILITÉ DES DOCUMENTS	10
12.	PROCÉDURE PRÉLIMINAIRE	10
13.	BULLETINS DE VOTE POSTAUX	11
14.	PROCÉDURE DE SCRUTIN LE JOUR DU SCRUTIN	13
15.	DÉROULEMENT ORDONNÉ DU SCRUTIN	16
16.	BULLETINS REJETÉS	17
17.	OUVERTURE DES BULLETINS DE VOTE POSTAUX	18
18.	DÉPOUILLEMENT DU SCRUTIN	18
19.	MODIFICATION DE LA PROCÉDURE	19
20.	CONTESTATIONS	19
21.	RAPPORT DU VÉRIFICATEUR	20
22.	ATTESTATION DE LA VALIDITÉ DU CODE FONCIER	20

FORMULAIRES

Formulaire 1	Question référendaire
Formulaire 2	Résolution du Conseil de la Première nation (information au vérificateur)
Formulaire 2A	Confirmation par le vérificateur (code foncier et processus de ratification)
Formulaire 3	Résolution du Conseil de la Première nation (début du scrutin)
Formulaire 4	Nomination de l'agent de ratification
Formulaire 4A	Nomination d'un(e) adjoint(e) à l'agent de ratification
Formulaire 5	Avis de scrutin
Formulaire 6	Formulaire d'inscription de l'électeur
Formulaire 7	Enveloppe d'identification
Formulaire 8	Déclaration de l'agent de ratification (bulletins de vote postaux)
Formulaire 9	Déclaration du témoin (dépôt des bulletins de vote postaux)
Formulaire 9A	Déclaration du témoin (ouverture des bulletins de vote postaux)
Formulaire 10	Déclaration de l'agent de ratification (scrutin ordinaire)
Formulaire 11	Déclaration du témoin (scrutin ordinaire)
Formulaire 12	Déclaration de l'agent de ratification (fin du scrutin)
Formulaire 13	Rapport du vérificateur (fin du scrutin)
Formulaire 14	Résolution du Conseil de la Première nation (présentation au vérificateur à la fin du scrutin)
Formulaire 15	Attestation de la validité du code foncier

PROCESSUS DE RATIFICATION COMMUNAUTAIRE PAR LA PREMIÈRE NATION DE (NOM)

1. TITRE ET OBJECTIF

- 1.1 Le titre de ce document est le Processus de ratification communautaire par la Première nation de (nom).
- 1.2 Le présent document établit la procédure en vertu de laquelle la Première nation de (nom) décide si elle approuve ou non son code foncier et l'accord spécifique, tel que requis en vertu de l'Accord-cadre et de la Loi.

2. DÉFINITIONS

- 2.1 Les définitions qui suivent s'appliquent au présent processus de ratification :

« accord spécifique » L'accord spécifique conclu entre la Première nation de (nom) et Sa Majesté la Reine du chef du Canada conformément au paragraphe 6.1 de l'Accord-cadre;

« accord-cadre » L'Accord-cadre relatif à la gestion des terres de Premières nations conclu entre le ministre des Affaires indiennes et du Nord canadien et les chefs de quatorze Premières nations le 12 février 1996, ainsi que les modifications qui lui ont été apportées;

« agent de ratification » La personne nommée par le Conseil conformément à l'alinéa 6.1(a);

« code foncier » Le projet de *Code foncier de la Première nation de (nom)*;

« conseil » Le chef et les conseillers de la Première nation de (nom);

« documents d'information »

- (a) l'Accord-cadre;
- (b) la Loi;
- (c) un résumé de l'Accord-cadre;
- (d) un résumé de la Loi; et
- (e) un résumé du code foncier;

« documents de ratification » Le code foncier et l'accord spécifique;

« électeur admissible » Un membre de la Première nation de (nom) qui a 18 ans ou plus le jour du scrutin;

« électeur inscrit » Un électeur admissible qui s'inscrit pour le scrutin conformément au paragraphe 3.3;

« gestionnaire des terres » L'employé responsable de la gestion des terres de réserve de la Première nation de (nom), et son remplaçant désigné;

« jour du scrutin » Le jour fixé pour la tenue du scrutin de ratification.

« liste des électeurs » La liste des électeurs admissibles préparée conformément au paragraphe 3.1;

« liste des électeurs inscrits » La liste des électeurs admissibles qui se sont inscrits pour participer au scrutin de ratification préparée conformément au paragraphe 3.6;

« loi » La *Loi sur la gestion des terres des premières nations*, L.C. 1999, c. 24;

« membre » Une personne dont le nom figure ou peut figurer sur la liste de membres de la Première nation de (nom);

« ministère » Le ministère des Affaires indiennes et du Nord canadien;

« Première nation de (nom) » La Première nation de (nom) telle que désignée dans la Loi;

« processus de ratification » Le processus de ratification communautaire par la Première nation de (nom);

« question référendaire » La question posée aux électeurs lors du scrutin de ratification inscrite au formulaire 1;

« scrutin de ratification » La réponse donnée par les électeurs inscrits à la question référendaire lors du scrutin tenu en conformité avec le processus de ratification;

« vérificateur » La personne nommée à titre de vérificateur en vertu de l'Accord-cadre, incluant tout adjoint nommé par le vérificateur;

- 2.2 Sauf disposition contraire, les termes définis dans l'Accord-cadre ont le même sens que dans le présent processus de ratification.
- 2.3 Dans le calcul des délais, lorsqu'un acte doit être accompli dans un délai qui suit ou précède un jour déterminé, ou si le délai suit un jour déterminé, ce jour ne compte pas.
- 2.4 Lorsque le contexte l'exige, le singulier comprend le pluriel et le pluriel comprend le singulier; le masculin comprend le féminin et le féminin comprend le masculin.

3. INSCRIPTION DES ÉLECTEURS ADMISSIBLES

- 3.1 Le gestionnaire des terres, en consultation avec le Conseil, s'assure qu'une liste des électeurs contenant les noms au complet, les numéros de membre, les dates de naissance et les adresses de tous les électeurs admissibles est préparée.
- 3.2 Au moins 56 jours avant le jour du scrutin, l'agent de ratification doit envoyer à chaque électeur admissible à sa dernière adresse connue une trousse d'inscription contenant un formulaire d'inscription de l'électeur identique au formulaire 6 et une enveloppe de retour déjà affranchie.
- 3.3 Un électeur admissible qui souhaite voter lors du scrutin de ratification doit s'inscrire auprès de l'agent de ratification. À cette fin, il :
- (a) remplit un formulaire d'inscription de l'électeur (formulaire 6);
 - (b) signe le formulaire d'inscription de l'électeur;
 - (c) signe devant un témoin;
 - (d) demande au témoin de signer le formulaire d'inscription de l'électeur; et
 - (e) retourne le formulaire d'inscription de l'électeur à l'agent de ratification par la poste, par service de messagerie, en main propre ou par télécopie.
- 3.4 Un électeur admissible peut s'inscrire avant l'affichage de l'avis du scrutin de ratification.
- 3.5 Le formulaire d'inscription de l'électeur doit être reçu par l'agent de ratification au plus tard à la clôture du scrutin le jour du scrutin.
- 3.6 L'agent de ratification doit tenir à jour une liste des électeurs inscrits contenant les noms de tous les électeurs admissibles qui ont transmis un formulaire d'inscription de l'électeur valide en conformité avec le paragraphe 3.3.
- 3.7 Sous réserve du paragraphe 13.3, aucun électeur admissible ne peut recevoir un bulletin de vote postal ou voter à un bureau de scrutin dans le cadre du processus de ratification à moins d'être un électeur inscrit.

4. INFORMATION AU VÉRIFICATEUR

- 4.1 Au moins 103 jours avant le jour du scrutin et avant l’affichage de l’avis de scrutin, le Conseil doit envoyer ou faire envoyer au vérificateur la résolution prévue au formulaire 2 et les documents suivants en quatre exemplaires :
- (a) le processus de ratification;
 - (b) le code foncier; et
 - (c) la liste des électeurs.
- 4.2 Dès que possible après l’affichage de l’avis de scrutin, le Conseil doit envoyer ou faire envoyer au vérificateur un addenda à la liste des électeurs envoyée conformément à l’alinéa 4.1(c), contenant tous les changements apportés à la liste des électeurs qui seront admissibles à voter le jour du scrutin.

5. CONFIRMATION PAR LE VÉRIFICATEUR

- 5.1 Dès réception des documents envoyés conformément au paragraphe 4.1, le vérificateur examine le code foncier et le processus de ratification afin de déterminer s’ils sont conformes à l’Accord-cadre et à la Loi.
- 5.2 Conformément au paragraphe 8.8 de l’Accord-cadre, le vérificateur émet, dans les 30 jours de la réception des documents, une déclaration selon le formulaire 2A indiquant si le code foncier et le processus de ratification sont conformes à l’Accord-cadre et à la Loi.

6. RÉOLUTION DU CONSEIL

- 6.1 À la suite de la confirmation par le vérificateur du code foncier et du présent processus de ratification en vertu du paragraphe 5.2, le Conseil adopte une résolution selon le formulaire 3 qui :
- (a) nomme l’agent de ratification;
 - (b) confirme la liste des électeurs;
 - (c) approuve le texte du code foncier et du processus de ratification;

- (d) approuve l'accord spécifique;
- (e) ordonne la tenue d'un scrutin de ratification dans le but de déterminer si la communauté approuve les documents de ratification;
- (f) confirme le libellé de la question référendaire; et
- (g) fixe la date du jour du scrutin.

7. RESPONSABILITÉ DE L'AGENT DE RATIFICATION ET NOMINATION D'UN ADJOINT

- 7.1 L'agent de ratification est responsable de superviser le déroulement du scrutin de ratification et il détient les pouvoirs nécessaires à cette fin.
- 7.2 L'agent de ratification peut nommer un ou des adjoints et il peut leur déléguer les responsabilités qui lui incombent en vertu du présent processus de ratification, à l'exception :
 - (a) de l'apposition des initiales sur les bulletins de vote;
 - (b) du dépôt des bulletins envoyés par la poste dans la boîte de scrutin conformément aux alinéas 13.10(i) et 17.1(c); et
 - (c) du dépouillement du scrutin conformément à l'article 18.
- 7.3 Lors de la nomination d'un adjoint à l'agent de ratification, l'agent de ratification et chaque adjoint signent le formulaire 4A « Nomination d'un adjoint à l'agent de ratification. »
- 7.4 Si l'agent de ratification est incapable d'exécuter ses fonctions, le Conseil peut nommer un agent de ratification suppléant.

8. AVIS DE SCRUTIN

- 8.1 Au moins 56 jours avant le jour du scrutin, l'agent de ratification, en consultation avec le Conseil, affiche un avis de scrutin selon le formulaire 5 dans des endroits publics où les membres pourront le lire.
- 8.2 Le vérificateur publie l'avis de scrutin dans au moins un journal local au moins 28 jours avant le jour du scrutin.

8.3 L'avis de scrutin contient les renseignements suivants :

- (a) la date, le lieu et l'heure du scrutin de ratification;
- (b) la question référendaire;
- (c) la procédure pour s'inscrire en tant qu'électeur;
- (d) les moyens à prendre pour obtenir un exemplaire des documents de ratification, des documents d'information et du processus de ratification; et
- (e) le nom de l'agent de ratification, de même que l'adresse et le numéro de téléphone de son bureau.

8.4 Immédiatement après avoir affiché l'avis de scrutin, l'agent de ratification transmet par télécopieur une copie certifiée conforme de l'avis de scrutin au vérificateur.

9. INFORMATION AUX MEMBRES DE LA COMMUNAUTÉ

9.1 Le Conseil envoie ou fait envoyer, en un ou plusieurs envois, l'information qui suit à chacun des membres dont le nom apparaît sur la liste des électeurs à sa dernière adresse connue :

- (a) une copie de l'avis de scrutin;
- (b) une copie du code foncier;
- (c) un résumé du code foncier;
- (d) une copie de l'accord spécifique;
- (e) un résumé de l'accord spécifique;
- (f) un résumé de l'Accord-cadre; et
- (g) un résumé de la Loi.

9.2 L'information envoyée conformément au paragraphe 9.1 doit être postée au moins 56 jours avant le jour du scrutin.

- 9.3 En plus de l'information fournie conformément au paragraphe 9.1, le Conseil peut :
- (a) effectuer des visites aux résidences des électeurs admissibles;
 - (b) effectuer des contacts téléphoniques pour rejoindre les électeurs admissibles;
 - (c) tenir des séances d'information à (nom) et d'autres endroits appropriés; et
 - (d) effectuer d'autres activités d'information jugées appropriées par le Conseil.
- 9.4 Les activités menées conformément au paragraphe 9.3 peuvent se tenir en tout temps jusqu'à deux jours avant le jour du scrutin;
- 9.5 Rien au paragraphe 9.4 n'empêche les visites ou les contacts téléphoniques avec tout électeur admissible le jour du scrutin dans le seul but d'aider les électeurs admissibles à participer au scrutin.

10. INFORMATION AUX TIERS

- 10.1 Au moins 56 jours avant le jour du scrutin, le gestionnaire des terres fournit l'information suivante à chaque personne qui détient un intérêt dans les terres de la Première nation de (nom), mais qui n'est pas membre de cette Première nation :
- (a) la date du scrutin de ratification;
 - (b) un communiqué provenant de la Première nation de (nom) expliquant l'effet du scrutin de ratification;
 - (c) un résumé de la Loi;
 - (d) un résumé de l'Accord-cadre;
 - (e) un résumé du code foncier; et
 - (f) le nom, l'adresse et le numéro de téléphone du bureau d'une personne qu'il est possible de contacter pour obtenir des copies des documents d'information ou de plus amples renseignements au sujet de la gestion des terres de la Première nation de (nom);
- 10.2 En plus de l'information fournie conformément au paragraphe 10.1, la Première nation de (nom) peut rencontrer ou fournir de l'information additionnelle aux personnes qui détiennent un intérêt dans les terres de la Première nation de (nom), mais qui ne sont pas membres de cette Première nation.

- 10.3 Rien dans le présent processus de ratification n'empêche la Première nation de (nom) de fournir de l'information dans la forme qu'elle jugée appropriée à une corporation municipale, à un district régional ou toute autre entité possédant un intérêt dans des terres situées à proximité des terres de la Première nation de (nom).

11. DISPONIBILITÉ DES DOCUMENTS

- 11.1 Nonobstant l'article 9, tout membre peut, sur demande, obtenir sans frais une copie des documents de ratification et des documents d'information.
- 11.2 Tout membre ou le représentant du Canada nommé en vertu du paragraphe 8.2 de l'accord-cadre peut sur demande obtenir une copie du processus de ratification dans le cadre d'une contestation soulevée en vertu de l'article 20.
- 11.3 Le gestionnaire des terres doit s'assurer que des copies des documents de ratification et des documents d'information sont disponibles au bureau de l'administration de la Première nation de (nom) en nombre suffisant pour se conformer aux paragraphes 11.1 et 11.2.

12. PROCÉDURE PRÉLIMINAIRE

- 12.1 L'agent de ratification, en consultation avec le Conseil :
- (a) désigne le lieu où sera situé chaque bureau de scrutin;
 - (b) prépare un nombre suffisant de bulletins réguliers et de bulletins de vote postaux qui sont de taille, d'apparence, de qualité et de poids identiques;
 - (c) prépare un nombre suffisant d'enveloppes de vote secret, d'enveloppes d'identification et d'enveloppes de retour;
 - (d) prépare un nombre suffisant d'instructions relatives au vote;
 - (e) obtient un nombre suffisant de boîtes de scrutin;
 - (f) s'assure que chaque bureau de scrutin est aménagé de manière à ce qu'un électeur inscrit puisse marquer son bulletin sans être vu;
 - (g) fournit un nombre suffisant de crayons à mine de plomb, sans gommes, pour marquer le bulletin;

- (h) s'assure que des exemples du bulletin de « question référendaire » sont affichés ou disponibles au bureau de scrutin; et
- (i) s'assure qu'un commissaire aux affidavits ou un notaire public est disponible en cas de besoin.

13. BULLETINS DE VOTE POSTAUX

13.1 Un électeur inscrit peut voter par la poste.

13.2 L'agent de ratification envoie un bulletin de vote plié à l'avance et paraphé portant la « question référendaire » (formulaire 1), une « enveloppe d'identification » (formulaire 7), une enveloppe de vote secret, une enveloppe de retour déjà affranchie et des instructions relatives au scrutin à chaque électeur inscrit :

- a. qui réside à l'extérieur de la réserve de la Première nation de (nom); ou
- b. qui demande à l'agent de ratification de participer au scrutin par la poste.

13.3 Si un électeur admissible communique avec l'agent de ratification et lui confirme son intention de s'inscrire, l'agent de ratification s'il est assuré de l'intention de l'électeur admissible, fournit à l'électeur admissible un bulletin de vote postal.

13.4 Pour participer au scrutin par la poste, l'électeur doit :

- (a) marquer le bulletin de question référendaire en inscrivant une croix (« X ») soit dans la case « OUI » soit dans la case « NON »;
- (b) mettre le bulletin de question référendaire dans l'enveloppe de vote secret et la sceller;
- (c) mettre l'enveloppe de vote secret dans l'enveloppe d'identification;
- (d) signer l'extérieur de l'enveloppe d'identification;
- (e) mettre l'enveloppe d'identification dans l'enveloppe de retour déjà affranchie et la sceller; et
- (f) envoyer l'enveloppe affranchie scellée à l'agent de ratification.

- 13.5 Un bulletin de vote postal peut être livré à l'agent de ratification par la poste, par messagerie ou en main propre.
- 13.6 L'agent de ratification doit recevoir le bulletin de vote postal avant la clôture du scrutin le jour du scrutin.
- 13.7 Après avoir reçu un bulletin de vote postal, l'agent de ratification :
- (a) confirme que l'expéditeur du bulletin de vote postal est un électeur inscrit ou un électeur admissible qui a confirmé son intention de s'inscrire conformément au paragraphe 13.3;
 - (b) attache le formulaire d'inscription de l'électeur à la trousse de vote postal;
 - (c) inscrit la date de réception de la trousse de vote postal;
 - (d) confirme qu'aucune autre trousse de vote postal n'a été reçue de la part de l'électeur inscrit; et
 - (e) range la trousse de vote postal dans un lieu sûr jusqu'au jour du scrutin.
- 13.8 L'agent de ratification est personnellement responsable de la garde en lieu sûr des trousse de vote postal jusqu'au moment où ces trousse sont ouvertes, vérifiées et déposées dans la boîte de scrutin réservées aux bulletins de vote postaux conformément au paragraphe 13.10.
- 13.9 L'agent de ratification doit récupérer après la dernière livraison postale le jour du scrutin, et avant la clôture du scrutin toutes les trousse de vote postal qui se trouvent à la poste.
- 13.10 Après avoir récupéré toutes les trousse de vote postal conformément au paragraphe 13.9 et avant la clôture du scrutin le jour du scrutin, l'agent de ratification en présence d'au moins deux électeurs inscrits agissant à titre de témoins :
- (a) ouvre une boîte de scrutin qui sera utilisée uniquement pour les bulletins de vote postaux;
 - (b) demande aux électeurs inscrits agissant à titre de témoins de constater que la boîte de scrutin est vide;
 - (c) appose sa signature sur le sceau;
 - (d) demande aux témoins d'apposer leurs signatures sur le sceau;

- (e) scelle immédiatement la boîte de scrutin;
- (f) en présence des témoins, ouvre chaque trousse de vote postal;
- (g) vérifie que la signature qui apparaît sur l'enveloppe d'identification est la même que la signature qui apparaît sur le formulaire d'inscription de l'électeur;
- (h) vérifie la liste des électeurs inscrits pour s'assurer que l'électeur inscrit n'a pas déjà voté au moyen d'un bulletin de vote postal ou en personne;
- (i) lorsque l'électeur inscrit n'a pas déjà voté, dépose le bulletin de vote postal qui se trouve toujours dans l'enveloppe de vote secret non décachetée dans la boîte de scrutin; et
- (j) raye le nom de l'électeur inscrit sur la liste des électeurs inscrits.

13.11 Lorsque :

- (a) un électeur inscrit a déjà voté au moyen d'un bulletin de vote postal ou en personne;
- (b) un électeur n'est pas un électeur inscrit;
- (c) la signature qui apparaît sur l'enveloppe d'identification n'est pas la même que celle qui apparaît sur le formulaire d'inscription de l'électeur; ou
- (d) l'enveloppe d'identification n'est pas signée,

l'agent de ratification rejette le bulletin de vote postal et note le motif du rejet sur la liste des électeurs inscrits et sur l'enveloppe non décachetée contenant le bulletin de vote postal et place immédiatement l'enveloppe contenant le bulletin de vote postal non décachetée dans une enveloppe appropriée utilisée spécifiquement à cette fin.

13.12 L'agent de ratification :

- (a) signe une « déclaration de l'agent de ratification » selon le formulaire 8; et
- (b) s'assure que chaque témoin signe une « déclaration du témoin » selon le formulaire 9 et le formulaire 9A.

14. PROCÉDURE DE SCRUTIN LE JOUR DU SCRUTIN

14.1 Les bureaux de scrutin sont ouverts de ____ à ____ le jour du scrutin.

- 14.2 Le vote se déroule par scrutin secret.
- 14.3 L'agent de ratification doit déterminer si une personne est un électeur admissible et un électeur inscrit.
- 14.4 À chaque bureau de scrutin, l'agent de ratification
- (a) ouvre chaque boîte de scrutin et demande à un électeur inscrit d'être témoin du fait que chaque boîte de scrutin est vide avant tout dépôt d'un bulletin de vote;
 - (b) par la suite, scelle la boîte de scrutin et appose sa signature sur le sceau devant le témoin et demande au témoin d'apposer sa signature sur le sceau;
 - (c) conserve la boîte de scrutin bien en vue pour recevoir les bulletins de vote;
 - (d) signe une déclaration de l'agent de ratification selon le formulaire 10; et
 - (e) s'assure que chaque témoin signe la déclaration du témoin selon le formulaire 11.
- 14.5 Lorsqu'une personne dans un bureau de scrutin demande de voter, l'agent de ratification :
- (a) s'assure que la personne est un électeur inscrit;
 - (b) vérifie la liste des électeurs inscrits afin de s'assurer que la personne n'a pas déjà voté, soit en personne soit par la poste;
 - (c) remet un bulletin de vote à l'électeur inscrit, paraphé à l'endos par l'agent de ratification de manière à ce qu'on puisse voir ses initiales quand le bulletin de vote est plié.
- 14.6 L'agent de ratification raye, sur la liste des électeurs inscrits, le nom de chaque électeur inscrit qui a reçu un bulletin de vote dans un bureau de scrutin.
- 14.7 L'agent de ratification établit un mécanisme de communication continue par téléphone ou autre moyen de communication efficace entre les bureaux de scrutin afin de s'assurer que la liste des électeurs inscrits qui se trouve dans chaque bureau de scrutin est régulièrement mise à jour conformément au paragraphe 14.6.
- 14.8 L'agent de ratification explique la méthode de vote, sur demande.
- 14.9 Si l'agent de ratification détermine que le nom d'un électeur inscrit a été omis, a été énoncé incorrectement, ou inclus de manière erronée sur la liste des électeurs inscrits, il

ou elle doit, à sa seule discrétion, effectuer la révision nécessaire, et cette révision est finale.

- 14.10 Un électeur inscrit peut demander de l'assistance spéciale à l'agent de ratification dans un bureau de scrutin.
- 14.11 Sur demande et en présence d'un témoin acceptable pour l'électeur inscrit et l'agent de ratification, l'agent de ratification fournit de l'assistance spéciale à un électeur inscrit dans un bureau de scrutin en marquant son bulletin en secret, conformément aux directives de l'électeur inscrit, et en pliant immédiatement le bulletin et en le déposant dans la boîte de scrutin.
- 14.12 Après avoir donné de l'assistance spéciale à un électeur inscrit, l'agent de ratification indique, sur la liste des électeurs inscrits, à côté du nom de l'électeur inscrit à qui il a prêté assistance :
- (a) que le bulletin de vote a été marqué par l'agent de ratification à la demande de l'électeur inscrit;
 - (b) les motifs de la demande de l'électeur inscrit; et
 - (c) le nom du témoin.
- 14.13 Sauf dans le cas d'un électeur inscrit qui a besoin d'assistance spéciale, chaque électeur inscrit qui reçoit un bulletin de vote dans un bureau de scrutin :
- (a) se rend immédiatement à un isoloir désigné;
 - (b) marque le bulletin de vote en inscrivant une croix (« X ») soit dans la case « OUI » soit dans la case « NON »;
 - (c) plie le bulletin de vote de manière à cacher la marque et à exposer les initiales de l'agent de ratification; et
 - (d) remet immédiatement le bulletin de vote plié à l'agent de ratification.
- 14.14 Dès réception d'un bulletin de vote marqué, sans le déplier, l'agent de ratification :
- (a) vérifie ses initiales;
 - (b) enlève la bande perforée, le cas échéant; et
 - (c) dépose le bulletin de vote dans la boîte de scrutin.

- 14.15 Un électeur inscrit qui reçoit dans un bureau de scrutin un bulletin de vote gâté ou mal imprimé ou qui, par inadvertance, gâte son bulletin de vote en le marquant, a le droit de recevoir un autre bulletin de vote de l'agent de ratification après avoir remis le bulletin de vote original à l'agent de ratification.
- 14.16 L'agent de ratification enregistre tout bulletin de vote retourné conformément au paragraphe 14.15 comme bulletin gâté.
- 14.17 Un électeur inscrit qui reçoit dans un bureau de scrutin un bulletin de vote et qui ne le remet pas à l'agent de ratification perd son droit de vote. L'agent de ratification indiquera sur la liste des électeurs inscrits que l'électeur inscrit a quitté le bureau de scrutin sans remettre le bulletin de vote et enregistra le bulletin à titre de bulletin annulé.
- 14.18 À l'heure prévue de fermeture du bureau de scrutin, l'agent de ratification déclare que le bureau est fermé et l'entrée au bureau de scrutin sera refusée jusqu'à ce que tous les électeurs inscrits présents dans le bureau de scrutin à ce moment-là aient voté.
- 14.19 Après la fermeture d'un bureau de scrutin autre que celui où se trouve l'agent de ratification, l'adjoint de l'agent de ratification responsable de ce bureau de scrutin, en présence du vérificateur ou du vérificateur adjoint qui agit à titre de témoin :
- (a) scelle la boîte de scrutin de ce bureau de scrutin afin qu'aucun autre bulletin de vote ne puisse être déposé dans la boîte de scrutin;
 - (b) appose ses initiales sur le sceau; et
 - (c) apporte immédiatement la boîte de scrutin scellée au bureau de scrutin sous la responsabilité de l'agent de ratification.

15. DÉROULEMENT ORDONNÉ DU SCRUTIN

- 15.1 Le Conseil, avec l'aide de l'agent de ratification, veille au maintien de la paix et de l'ordre dans le bureau de scrutin.
- 15.2 L'agent de ratification autorise un seul électeur inscrit à la fois à entrer dans un isoloir, sauf si l'électeur inscrit reçoit de l'assistance spéciale.
- 15.3 Un électeur inscrit qui est présent et disponible pour voter dans un bureau de scrutin avant l'heure de fermeture a le droit de voter.

15.4 Il est interdit à quiconque :

- (a) de s'interposer ou de tenter de s'interposer auprès d'un électeur inscrit lorsque cet électeur est en train de voter;
- (b) d'obtenir ou tenter d'obtenir de l'information sur la manière dont un électeur inscrit va voter ou a voté;
- (c) d'inscrire sur un bulletin de vote un renseignement qui permet d'identifier l'électeur inscrit; ou
- (d) d'inscrire sur l'enveloppe de vote secret des bulletins de vote postaux un renseignement qui indique la réponse à la question référendaire.

16. BULLETINS REJETÉS

16.1 Un bulletin de vote est rejeté si :

- (a) il n'a pas été fourni par l'agent de ratification ou son adjoint;
- (b) ni l'une ni l'autre des cases « OUI » ou « NON » ne sont marquées;
- (c) les deux cases « OUI » et « NON » sont marquées
- (d) il est marqué à l'extérieur de la case « OUI » ou « NON » de manière telle que l'agent de ratification ne peut raisonnablement discerner l'intention de l'électeur inscrit; ou
- (e) il comporte une mention ou une marque qui permettent d'identifier l'électeur inscrit.

16.2 Un bulletin de vote qui porte une marque qui n'est pas une croix (« X »), ou qui est marqué avec autre chose qu'un crayon à mine de plomb ou une plume à l'encre bleue ou noire, n'est pas rejeté si :

- (a) La marque est dans une case;
- (b) la marque ne permet pas d'identifier l'électeur inscrit; et
- (c) l'intention de l'électeur inscrit est claire, selon l'agent de ratification.

17. OUVERTURE DES BULLETINS DE VOTE POSTAUX

- 17.1 Après la clôture du scrutin, le jour du scrutin, l'agent de ratification, en la présence du vérificateur et d'un électeur inscrit :
- (a) ouvre la boîte de scrutin contenant les bulletins de vote postaux;
 - (b) ouvre les enveloppes de vote secret et confirme l'authenticité du bulletin de vote en vérifiant les initiales qui y sont apposées; et
 - (c) dépose le bulletin de vote sans l'ouvrir ou le montrer à quiconque, dans une boîte de scrutin du bureau de scrutin.

18. DÉPOUILLEMENT DU SCRUTIN

- 18.1 Lorsque les bulletins de vote postaux ont été déposés dans une boîte de scrutin, et après la réception des boîtes de scrutin provenant de tous les bureaux de scrutin, l'agent de ratification, en la présence du vérificateur et d'un électeur inscrit :
- (a) compte le nombre de bulletins de vote gâtés;
 - (b) examine tous les bulletins de vote déposés dans les boîtes de scrutin;
 - (d) rejette tout bulletin de vote conformément au paragraphe 16.1; et
 - (e) compte le nombre de bulletins de vote dont la réponse est « OUI », le nombre dont la réponse est « NON » et le nombre de bulletins rejetés.
- 18.2 Quand les résultats du scrutin de ratification ont été déterminés, l'agent de ratification signe la « Déclaration de l'agent de ratification » selon le formulaire 12.
- 18.3 L'agent de ratification scelle, dans des enveloppes distinctes, les bulletins de vote gâtés, les bulletins de vote rejetés, les bulletins de vote marqués d'un « OUI » et les bulletins de vote marqués d'un « NON », et :
- (a) appose sa signature sur les sceaux; et
 - (b) demande au vérificateur d'apposer sa signature sur les sceaux.

- 18.4 L'agent de ratification conserve dans un lieu sûr les enveloppes distinctes pendant au moins 60 jours, et peut par la suite, à moins d'instructions contraires de la part du Conseil, détruire les bulletins de vote, incluant les bulletins rejetés et les bulletins gâtés.

19. MODIFICATIONS DE LA PROCÉDURE

- 19.1 Afin de donner effet aux objectifs et buts du scrutin de ratification, l'agent de ratification, le Conseil ou son représentant et le vérificateur peuvent s'entendre pour effectuer un ajustement à la procédure du présent processus de ratification s'ils estiment :
- (a) que cela est nécessaire; et
 - (b) croient raisonnablement que l'ajustement n'entraînera aucun changement significatif à la procédure.
- 19.2 Le vérificateur consigne par écrit la nature et les motifs de tout ajustement effectué conformément au paragraphe 19.1 et met une copie de l'exposé à la disposition du public.
- 19.3 L'agent de ratification ou le vérificateur peuvent modifier un formulaire annexé au présent processus de ratification pour le mettre à jour ou y ajouter un élément, mais ne peuvent rien y retrancher.

20. CONTESTATIONS

- 20.1 Un électeur admissible ou le représentant du Canada nommé en vertu du paragraphe 8.2 de l'Accord-cadre peut présenter une contestation auprès du vérificateur si l'électeur admissible ou le représentant a des motifs raisonnables de croire :
- (a) qu'il y a eu une violation du présent processus de ratification ou une irrégularité dans le processus de ratification; et
 - (b) que le résultat final du scrutin de ratification aurait pu être différent n'eut été la violation ou l'irrégularité.
- 20.2 Une contestation doit être reçue par le vérificateur dans les cinq jours suivant le jour du scrutin.
- 20.3 Une contestation doit être par faite écrit, et elle doit :
- (a) indiquer le nom, l'adresse et le numéro de téléphone de l'électeur inscrit ou du représentant du Canada qui présente la contestation;
 - (b) résumer les motifs sur lesquels elle est fondée; et

- (c) être accompagnée d'une déclaration statutaire qui établit les motifs de la contestation.
- 20.4 Si les documents envoyés en vertu paragraphe 20.3 ne permettent pas de décider si les motifs de la contestation sont valables, le vérificateur peut effectuer toute autre enquête qu'il juge nécessaire.
- 20.5 Lorsqu'une contestation est déposée en vertu du présent article, le vérificateur détermine, dans les 15 jours ouvrables suivant sa réception, si la contestation est valable.
- 20.6 Si le vérificateur détermine que la contestation est valable, il ou elle peut accueillir la contestation et exiger la tenue d'un autre scrutin de ratification.
- 20.7 Si le vérificateur détermine :
- (a) qu'il n'y a pas eu de violation du présent processus de ratification ni d'irrégularité dans le processus de ratification; ou
 - (b) qu'il y a eu violation ou irrégularité, mais que la violation ou l'irrégularité n'a eu aucun effet sur le résultat final du scrutin de ratification,
- le vérificateur rejette la contestation.

21. RAPPORT DU VÉRIFICATEUR

- 21.1 Dans les 15 jours suivant le jour du scrutin, le vérificateur transmet un rapport écrit selon le formulaire 13 concernant la tenue du scrutin de ratification à la Première nation de (nom) et au ministre des Affaires indiennes et du Nord canadien.

22. ATTESTATION DE LA VALIDITÉ DU CODE FONCIER

- 22.1 Le code foncier et l'accord spécifique sont approuvés si :
- (a) une majorité des électeurs inscrits ont voté en faveur de leur approbation; et
 - (b) au moins 25 pour cent des électeurs admissibles plus un ont voté en faveur de leur approbation.

- 22.2 Si le code foncier et l'accord spécifique sont approuvés, le Conseil doit, dès que possible après la réception du rapport du vérificateur en vertu du paragraphe 21.1, adopter une résolution selon le formulaire 14 et envoyer au vérificateur une copie du code foncier approuvé et une déclaration des résultats du scrutin.
- 22.3 Dès réception du code foncier et de la résolution du Conseil adoptée selon le formulaire 14, le vérificateur atteste la validité du code foncier et envoie à la Première nation de (nom), au ministre et au président du Conseil consultatif des terres le formulaire 15 et une copie du code foncier dont il a attesté la validité.

Formulaire 1
Processus de ratification

QUESTION RÉFÉRENDIAIRE

Approuvez-vous :

- **Le *Code foncier de la Première nation de (nom)* daté du _____ 200_ ; et**
- **L'accord spécifique intervenu avec Sa Majesté la Reine du chef du Canada?**

EXPLICATION

Un vote « **OUI** » signifie que la Première nation de (nom) pourra gérer ses propres terres de réserve en vertu du *Code foncier de la Première nation de (nom)*.

Un vote « **NON** » signifie que les terres continueront d'être gérées par le ministère des Affaires indiennes en vertu de la *Loi sur les Indiens*.

OUI

☐

NON

☐

Marquer ce bulletin en inscrivant une croix (✕) dans l'une ou l'autre des cases ci-dessus.

Formulaire 2
Processus de ratification

RÉSOLUTION DU CONSEIL DE LA PREMIÈRE NATION
(Information au vérificateur)

Conformément au paragraphe 8.3 de l'Accord-cadre relatif à la gestion des terres des Premières nations et à l'article 4 du Processus de ratification communautaire de la Première nation de (nom), le Conseil de la Première nation de (nom), a résolu de transmettre au vérificateur l'information suivante en quatre exemplaires :

1. le projet de *Code foncier de la Première nation de (nom)* daté du _____ 200_;
2. la liste initiale des électeurs qui, selon les registres de la Première nation de (nom), auraient le droit de voter aux fins de l'approbation du projet de *Code foncier de la Première nation de (nom)*; et
3. le projet de Processus de ratification communautaire de la Première nation de (nom), daté du _____, 200_.

Fait à (nom), province de _____ ce _____ jour de _____ 200_.

Chef (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

(* Pour cette bande, le quorum est de __ membres du Conseil)

Formulaire 2A
Processus de ratification

CONFORMATION PAR LE VÉRIFICATEUR

(Processus de ratification du code foncier et de l'accord spécifique)

CANADA _____)
_____)
PROVINCE DE _____)

JE SOUSSIGNÉ, _____, de _____, dans la province de _____, DÉCLARE SOLONELLEMENT QUE :

1. J'ai été nommé vérificateur pour la Première nation de (nom) par la Première nation le ____ jour de _____ 200_ et par le Canada le ____ jour de _____ 200_ aux fins de vérifier le processus d'approbation communautaire de son code foncier et de son accord spécifique conformément à l'Accord-cadre relatif à la gestion des terres des Premières nations et à la *Loi sur la gestion des terres des Premières nations*.
2. Conformément au paragraphe 8.3 de l'Accord-cadre, j'ai reçu les documents suivants de la Première nation de (nom) le _____, 200_:
 - (a) un exemplaire du projet de *Code foncier de la Première nation de (nom)*;
 - (b) une liste des membres de la Première nation de (nom) qui, selon les registres de la Première nation de (nom) disponibles à ce moment, auraient le droit de voter aux fins de l'approbation du projet de code foncier et de l'accord spécifique;
 - (c) un exposé détaillé du processus d'approbation communautaire proposé par la Première nation de (nom).
3. Une copie certifiée conforme du code foncier intitulé *Code foncier de la Première nation de (nom)*, datée du _____, 200_ est jointe à la présente déclaration comme pièce « 1 ».
4. Une copie certifiée conforme du processus d'approbation communautaire, intitulé *Processus de ratification communautaire par la Première nation de (nom)*, datée du _____, 200_ est jointe à la présente déclaration comme pièce « 2 ».
5. Conformément au paragraphe 8.4 de l'Accord-cadre et à l'article 8 de la Loi, j'ai procédé à l'examen du *Code foncier de la Première nation de (nom)* et du *Processus de ratification communautaire par la Première nation de (nom)* pour décider si :

- (a) le *Code foncier de la Première nation de (nom)* respecte les exigences de l'article 5 de l'Accord-cadre et de l'article 6 de la Loi; et
- (b) le Processus de ratification communautaire par la Première nation de (nom) respecte les exigences de l'article 7 de l'Accord-cadre et de l'article 8 de la Loi.
6. Conformément au paragraphe 8.8 de l'Accord-cadre et à l'alinéa 8.1(a) de la Loi, j'atteste par la présente que le *Code foncier de la Première nation de (nom)* et le Processus de ratification communautaire sont conformes/non conformes avec l'Accord-cadre.
7. Voici les motifs justifiant ma décision de déclarer non conforme le *Code foncier de la Première nation de (nom)* ou le Processus de ratification communautaire par la Première nation de (nom) :

ET JE FAIS CETTE DÉCLARATION SOLENNELLE la croyant en conscience vraie et sachant qu'elle a la même force et le même effet que si elle était faite sous serment en vertu de la *Loi sur la preuve au Canada*.

DÉCLARÉ DEVANT moi à	)	
_____	)	
en la province de _____, ce	)	
_____ jour de _____ 200_.	)	
_____	)	
_____	)	
Commissaire aux serments pour la	)	
province de _____.	)	_____, vérificateur

Formulaire 3
Processus de ratification

RÉSOLUTION DU CONSEIL DE LA PREMIÈRE NATION
(Début du scrutin)

Le Conseil de la Première nation de (nom), conformément à l'Accord-cadre relatif à la gestion des terres des Premières nations et à l'article 6 du Processus de ratification communautaire par la Première nation de (nom), a résolu de :

1. confirmer _____ à titre d'agent de ratification;
2. confirmer la liste des électeurs;
3. approuver le texte du Processus de ratification communautaire par la Première nation de (nom), daté du _____, 200_;
4. approuver dans le but de procéder à la ratification communautaire le *Code foncier de la Première nation de (nom)* confirmé par le vérificateur en date du _____, 200_;
5. approuver dans le but de procéder à la ratification communautaire l'accord spécifique qui comprend une procédure de modification;
6. tenir un scrutin de ratification pour vérifier si la communauté approuve les documents de ratification conformément au Processus de ratification communautaire par la Première nation de (nom) confirmé par le vérificateur en date du _____, 200_;
7. confirmer la question référendaire contenue au formulaire joint aux présentes à titre d'annexe 1; et
8. fixer le jour du scrutin au ____ jour de _____ 200_.

Fait à (nom), province de _____ le ____ jour de _____ 200_.

Chef (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

(* Pour cette bande, le quorum est de ____ membres du Conseil)

Formulaire 4
Processus de ratification

NOMINATION DE L'AGENT DE RATIFICATION

Date

Je, soussigné, _____, accepte d'être l'agent de ratification aux fins du scrutin de ratification ayant pour but de vérifier si les électeurs de la Première nation de (nom) approuvent les documents de ratification, et je m'engage à remplir les tâches qui me seront confiées conformément au Processus de ratification communautaire par la Première nation de (nom) et aux exigences en matière de confidentialité.

_____, agent de ratification

Formulaire 4A
Processus de ratification

NOMINATION D'UN ADJOINT À L'AGENT DE RATIFICATION

Date

Je, soussigné, _____, agent de ratification, nomme _____
qui sera mon adjoint dans l'exécution de mes fonctions conformément au Processus de
ratification communautaire par la Première nation de (nom), aux fins du scrutin de ratification.

_____, agent de ratification

Je, soussigné, _____, accepte d'être l'adjoint de l'agent de ratification aux fins du
scrutin de ratification et m'engage à remplir de mon mieux toutes les tâches qui me seront
confiées conformément au Processus de ratification communautaire par la Première nation de
(nom) et aux exigences en matière de confidentialité.

, adjoint de l'agent de ratification

Formulaire 5
Processus de ratification

AVIS DE SCRUTIN

AUX : MEMBRES DE LA PREMIÈRE NATION DE (NOM)

SACHEZ QU'UN scrutin de ratification aura lieu en conformité avec le Processus de ratification communautaire par la Première nation de (nom) le _____, 200_ afin de déterminer si les électeurs inscrits approuvent le *Code foncier de la Première nation de (nom)* et l'accord spécifique.

La question référendaire qui suit sera soumise par scrutin aux électeurs inscrits de la Première nation de (nom) :

« **Approuvez-vous :**

- **Le Code foncier de la Première nation de (nom), daté du _____, 200_ et**
- **L'accord spécifique intervenu avec Sa Majesté la Reine du chef du Canada? »**

Le scrutin de ratification aura lieu le ____ jour de _____, 200_ de ____ à ____ au :

Bureau de la Première nation de (nom) _____ **et** _____
(adresse municipale) _____ (province) _____ (adresse municipale) _____ (province)

Il est possible d'obtenir des copies des documents d'information, des documents de ratification et du Processus de ratification communautaire auprès du coordonnateur de la gestion des terres, au Bureau de l'administration de la Première nation de (nom) _____ (adresse), province de _____, téléphone _____.

ET SACHEZ QUE tous les membres de la Première nation de (nom) âgés d'au moins 18 ans le jour du scrutin de ratification sont admissibles pour participer au scrutin, **À CONDITION QUE CES MEMBRES REMPLISSENT UN FORMULAIRE D'INSCRIPTION POUR QUE LEUR NOM APPARAISSE SUR LA LISTE DES ÉLECTEURS INSCRITS.** Les formulaires d'inscription seront transmis à tous les électeurs admissibles à l'adresse qui apparaît dans les registres de la Première nation de (nom). Il est possible d'obtenir des formulaires d'inscription auprès de l'agent de ratification _____ à l'adresse et au numéro de téléphones indiqués ci-dessous.

FAIT à (nom), en la province de _____ ce ____ jour de _____ 200_.

_____, agent de ratification
_____, province de _____
Téléphone : () _____ Télécopieur : () _____

NOTE : Les électeurs inscrits peuvent également participer au scrutin de ratification par la poste. Les électeurs admissibles qui n'ont pas reçu leur formulaire d'inscription d'ici le _____, 200_ doivent contacter l'agent de ratification pour obtenir le formulaire d'inscription qui leur permettra de s'inscrire pour participer au scrutin.

Formulaire 6
Processus de ratification

FORMULAIRE D'INSCRIPTION DE L'ÉLECTEUR
Pour participer au scrutin de ratification de la Première nation de (nom)

Je, soussigné, _____, m'inscris comme électeur et :
(nom au complet en caractères d'imprimerie)

(Cochez une seule case)

☐ Je pourrai me rendre en personne au bureau de scrutin

OU

☐ Je souhaite recevoir une trousse de scrutin postal

Adresse postale : _____

Code postal

Numéro de téléphone : _____

Je déclare que j'ai au moins 18 ans, ou que j'aurai 18 ans d'ici le _____, 200__, que je suis membre de la Première nation de (nom), et que :

Mon numéro de bande est le _____ et ma date de naissance le _____;

Et j'ai signé ce formulaire d'inscription de l'électeur en présence d'un témoin.

Signature de l'électeur admissible

Date

Signature du témoin

Nom du témoin en caractères d'imprimerie

À l'usage de l'agent de ratification

Je certifie, par la présente, que le membre ci-dessus a été inscrit et que son nom au complet de même que son numéro de bande ont été inscrits sur la liste des électeurs inscrits.

Date

Agent de ratification

Formulaire 7
Processus de ratification

ENVELOPPE D'IDENTIFICATION

ENVELOPPE D'IDENTIFICATION

**SCRUTIN DE RATIFICATION DE
LA PREMIÈRE NATION DE (NOM)**

**PRIÈRE D'INSÉRER UNE ENVELOPPE DE VOTE SECRET CONTENANT UN
BULLETIN DE QUESTION RÉFÉRENDIAIRE**

Nom au complet de l'électeur inscrit : _____
(en caractères d'imprimerie)

Je confirme que cette enveloppe contient uniquement mon bulletin de vote qui est scellé dans une enveloppe de vote secret.

Signature de l'électeur inscrit

Formulaire 8
Processus de ratification

DÉCLARATION DE L'AGENT DE RATIFICATION
(Bulletins de vote postaux)

CANADA)
)
Province de)

Je, soussigné(e), _____ (nom), agent de ratification, de _____,
en la province de _____, DÉCLARE SOLENNELLEMENT QUE :

1. J'ai été personnellement responsable de la réception de tous les bulletins de votes postaux envoyés à la Première nation de (nom) lorsque les électeurs inscrits de la Première nation de (nom) ont participé à un scrutin de ratification concernant les documents de ratification.
2. En préparation pour la réception des bulletins de vote postaux, j'ai ouvert la boîte de scrutin numéro_____.
3. J'ai constaté que la boîte de scrutin était vide et j'ai demandé aux électeurs inscrits qui étaient présents d'être témoins du fait que la boîte de scrutin était vide.
4. Puis, j'ai scellé correctement la boîte de scrutin, devant les électeurs inscrits présents, et je l'ai préparée à recevoir les bulletins de vote.
5. J'ai moi-même déposé tous les bulletins de vote postaux reçus à mon bureau dans la boîte de scrutin numéro_____ sans décacheter l'enveloppe de vote secret, et la boîte de scrutin est demeurée scellée quand elle n'était pas sous ma garde, jusqu'au moment du dépouillement des bulletins de vote.

ET JE FAIS CETTE DÉCLARATION SOLENNELLE la croyant en conscience vraie et sachant qu'elle a la même force et le même effet que si elle était faite sous serment en vertu de la *Loi sur la preuve au Canada*.

DÉCLARÉ DEVANT moi à)
en la province de _____, ce)
_____ jour de _____ 200_.)
)
)
Commissaire aux serments pour la)
province de _____.

_____, agent de ratification

Formulaire 9
Processus de ratification

DÉCLARATION DU TÉMOIN
(Dépôt des bulletins de vote postaux)

Date

Je, soussigné(e) _____, déclare avoir été présent(e) à
_____ le _____ 200_ , lorsque l'agent de ratification
a déposé les enveloppes de vote secret contenant les bulletins de vote postaux dans la boîte de
scrutin numéro _____, et :

1. Je suis un électeur inscrit.
2. J'ai vu que la boîte de scrutin numéro _____ était vide avant que les enveloppes de vote secret contenant les bulletins de vote postaux y soient déposées.
3. J'ai vu l'agent de ratification sceller la boîte de scrutin et signer le sceau.
4. J'ai signé le sceau à la demande de l'agent de ratification.

Témoin

Formulaire 9A
Processus de ratification

DÉCLARATION DU TÉMOIN
(Ouverture des bulletins de vote postaux)

Date

Je, soussigné(e) _____, déclare avoir été présent(e) à
_____ le _____ 200_ , lorsque l'agent de ratification
a ouvert les trousse de vote postal, et :

1. Je suis un électeur inscrit.
2. Les trousse de vote postal n'étaient pas ouvertes avant que l'agent de ratification procède à leur ouverture.
3. L'agent de ratification a constaté que les signatures qui apparaissaient sur les enveloppes d'identification étaient les mêmes que celles qui apparaissaient sur les formulaires d'inscription des électeurs.
4. L'agent de ratification a vérifié la liste des électeurs inscrits pour s'assurer que les électeurs inscrits dont les noms étaient indiqués sur les trousse de vote postal n'avaient pas déjà voté en personne ou au moyen d'un bulletin de vote postal.
5. L'agent de ratification a rayé le nom de chaque électeur inscrit sur la liste des électeurs inscrit lorsqu'il/elle a déposé l'enveloppe de vote secret de chaque électeur inscrit dans la boîte de scrutin prévue à cet effet.

Témoïn

Formulaire 10
Processus de ratification

DÉCLARATION DE L'AGENT DE RATIFICATION
(scrutin ordinaire)

CANADA)
)
Province de)

Je, soussigné(e), _____ de _____, en la province
de _____, DÉCLARE SOLENNELLEMENT QUE :

1. J'étais présent(e) à _____ le _____ 200_ , lorsque les
électeurs inscrits de la Première nation de (nom) ont participé à un scrutin de ratification
concernant les documents de ratification.
2. Juste avant le début du scrutin de ratification, j'ai ouvert la boîte de scrutin numéro ____.
3. J'ai constaté que la boîte de scrutin était vide et j'ai demandé aux électeurs inscrits qui
étaient présents d'être témoins du fait que la boîte de scrutin était vide.
4. Puis, j'ai scellé correctement la boîte de scrutin, devant les personnes présentes, et je l'ai
conservée bien en vue pour recevoir les bulletins de vote.

ET JE FAIS CETTE DÉCLARATION SOLENNELLE la croyant en conscience vraie et
sachant qu'elle a la même force et le même effet que si elle était faite sous serment en vertu de la
Loi sur la preuve au Canada.

DÉCLARÉ DEVANT moi à)
en la province de _____, ce)
_____ jour de _____ 200_.)
)
)
Commissaire aux serments pour la)
province de _____.

_____, agent de ratification

Formulaire 11
Processus de ratification

DÉCLARATION DU TÉMOIN
(scrutin régulier)

Date

Je, soussigné(e) _____, déclare avoir été présent(e) à
_____ le _____ 200 , lorsque les électeurs inscrits de
la Première nation de (nom) s'apprêtaient à participer à un scrutin de ratification concernant les
documents de ratification, et

1. Je suis un électeur inscrit.
2. J'ai vu que la boîte de scrutin numéro _____ était vide avant l'ouverture du scrutin de ratification.
3. J'ai vu l'agent de ratification sceller la boîte de scrutin et signer le sceau.
4. J'ai signé le sceau à la demande de l'agent de ratification.

Témoin

Formulaire 12
Processus de ratification

DÉCLARATION DE L'AGENT DE RATIFICATION
(Fin du scrutin)

CANADA)
)
Province de)

Je, soussigné(e) _____ agent de ratification de la Première nation de (nom) en la province de _____, DÉCLARE SOLENNELLEMENT QUE :

1. J'étais présent(e) à _____ le__ jour de _____ 200_, lorsque les électeurs inscrits de la Première nation de (nom) ont participé au scrutin de ratification concernant l'approbation du *Code foncier de la Première nation de (nom)* et de l'accord spécifique conformément au Processus de ratification communautaire par la Première nation de (nom).
2. Une copie certifiée conforme de l'avis de scrutin est annexée à la présente déclaration comme pièce « 1 ».
3. Conformément au paragraphe 8.1 du Processus de ratification communautaire par la Première nation de (nom), l'avis de scrutin a été affiché au moins 56 jours avant le jour du scrutin.
4. La procédure de scrutin, notamment le traitement des bulletins de vote postaux et le dépouillement des votes, a été effectuée conformément aux articles 12 à 19 inclusivement du Processus de ratification communautaire par la Première nation de (nom).
5. Les noms de _____ électeurs admissibles sont inscrits sur la liste des électeurs.
6. Le nombre d'électeurs admissibles qui se sont inscrits était de _____ et leurs noms ont été inscrits sur la liste des électeurs inscrits.
7. Le nombre d'électeurs inscrits constituant une majorité est de _____.
8. Le nombre d'électeurs admissibles qui constituent le pourcentage minimum requis pour l'approbation en vertu du paragraphe 7.4 de l'*Accord-cadre relatif à la gestion des terres des Premières nations* et du paragraphe 12(2) de la *Loi sur la gestion des terres des Premières nations* est de _____.

9. Voici les résultats du scrutin de ratification :

- (a) _____ bulletins de vote postaux ont été reçus lors du scrutin de ratification conformément à l'article 13 du Processus de ratification communautaire par la Première nation de (nom);
- (b) _____ bulletins réguliers ont été déposés lors du scrutin de ratification conformément aux articles 14 et 15 du Processus de ratification communautaire par la Première nation de (nom);
- (c) _____ bulletins ont été gâtés selon les dispositions du paragraphe 14.16 du Processus de ratification communautaire par la Première nation de (nom);
- (d) _____ bulletins ont été rejetés conformément au paragraphe 13.11 du Processus de ratification communautaire par la Première nation de (nom) et n'ont pas été ouverts ou déposés dans la boîte de scrutin;
- (e) _____ bulletins ont été annulés conformément au paragraphe 14.17 du Processus de ratification communautaire par la Première nation de (nom);
- (f) _____ bulletins ont été rejetés conformément au paragraphe 16.1 du Processus de ratification communautaire par la Première nation de (nom);
- (g) _____ bulletins ont été marqués d'un « OUI » à la question référendaire; et
- (h) _____ bulletins ont été marqués d'un « NON » à la question référendaire.

10. Compte tenu des exigences d'atteindre ou de surpasser le nombre d'électeurs inscrits mentionné à l'alinéa 7 et le nombre d'électeurs admissibles mentionné à l'alinéa 8 ci-dessus, les documents de ratification ont été *approuvés ou rejetés* par les électeurs inscrits.

ET JE FAIS CETTE DÉCLARATION SOLENNELLE la croyant en conscience vraie et sachant qu'elle a la même force et le même effet que si elle était faite sous serment en vertu de la *Loi sur la preuve au Canada*.

DÉCLARÉ DEVANT moi à _____)
en la province de _____, ce _____)
_____ jour de _____ 200_.)

Commissaire aux serments pour la _____)
province de _____.

_____, agent de ratification

Formulaire 13
Processus de ratification

RAPPORT DU VÉRIFICATEUR
(Fin du scrutin)

CANADA)
)
Province de)

Je, soussigné(e), _____ de _____, en la province de _____, DÉCLARE SOLENNELLEMENT QUE :

1. J'étais présent(e) à _____ le ____ jour de _____, 200_ lorsque les électeurs inscrits de la Première nation de (nom) ont participé au scrutin de ratification concernant l'approbation du *Code foncier de la Première nation de (nom)* et de l'accord spécifique conformément au Processus de ratification communautaire par la Première nation de (nom).
2. Une copie de l'avis de scrutin est annexée à la présente déclaration comme pièce « 1 ».
3. Conformément au paragraphe 8.1 du Processus de ratification communautaire par la Première nation de (nom), l'avis de scrutin a été affiché au moins 56 jours avant le jour du scrutin.
4. Conformément au paragraphe 8.2 du Processus de ratification communautaire par la Première nation de (nom), j'ai pris les dispositions nécessaires pour que l'avis de scrutin soit publié dans _____ au moins 28 jours avant le jour du scrutin.
5. Conformément au paragraphe 9.2 du Processus de ratification communautaire par la Première nation de (nom), une copie de l'avis de scrutin et des documents énumérés au paragraphe 9.1 ont été envoyés à chaque personne dont le nom apparaît sur la liste des électeurs à leur dernière adresse connue au moins 56 jours avant le jour du scrutin.
6. Conformément aux paragraphes 9.3 et 9.4 du Processus de ratification communautaire par la Première nation de (nom), des visites porte-à-porte, des séances d'information communautaires et des contacts téléphoniques ont été effectués dans la communauté.
7. Conformément au paragraphe 10.1 du Processus de ratification communautaire par la Première nation de (nom), la trousse d'information a été envoyée à toutes les personnes qui ne sont pas membres et qui détiennent un intérêt dans les terres de la Première nation de (nom) au moins 56 jours avant le jour du scrutin.
8. Les noms de _____ électeurs admissibles sont inscrits sur la liste des électeurs.
9. Le nombre d'électeurs admissibles qui se sont inscrits était de _____ et leurs noms ont été inscrits sur la liste des électeurs inscrits.
10. Le nombre d'électeurs inscrits constituant une majorité est de _____.

11. Le nombre d'électeurs admissibles qui constituent le pourcentage minimum requis pour l'approbation en vertu du paragraphe 7.4 de *l'Accord-cadre relatif à la gestion des terres des Premières nations* et du paragraphe 12(2) de la *Loi sur la gestion des terres des Premières nations* est de _____.
12. Voici les résultats du scrutin de ratification :
- (a) _____ bulletins de vote postaux ont été reçus lors du scrutin de ratification conformément à l'article 13 du Processus de ratification communautaire par la Première nation de (nom);
 - (b) _____ bulletins réguliers ont été déposés lors du scrutin de ratification conformément aux articles 14 et 15 du Processus de ratification communautaire par la Première nation de (nom);
 - (c) _____ bulletins ont été gâtés selon les dispositions du paragraphe 14.16 du Processus de ratification communautaire par la Première nation de (nom);
 - (d) _____ bulletins ont été rejetés conformément au paragraphe 13.11 du Processus de ratification communautaire par la Première nation de (nom) et n'ont pas été ouverts ou déposés dans la boîte de scrutin;
 - (e) _____ bulletins ont été annulés conformément au paragraphe 14.17 du Processus de ratification communautaire par la Première nation de (nom);
 - (f) _____ bulletins ont été rejetés conformément au paragraphe 16.1 du Processus de ratification communautaire par la Première nation de (nom);
 - (g) _____ bulletins ont été marqués d'un « OUI » à la question référendaire; et
 - (h) _____ bulletins ont été marqués d'un « OUI » à la question référendaire; et
11. Compte tenu des exigences d'atteindre ou de surpasser le nombre d'électeurs inscrits mentionnés à l'alinéa 10 et le nombre d'électeurs admissibles mentionnés à l'alinéa 11 ci-dessus, les documents de ratification ont été *approuvés ou rejetés* par les électeurs inscrits.

ET JE FAIS CETTE DÉCLARATION SOLENNELLE la croyant en conscience vraie et sachant qu'elle a la même force et le même effet que si elle était faite sous serment en vertu de la *Loi sur la preuve au Canada*.

DÉCLARÉ DEVANT moi à _____)
en la province de _____, ce _____)
_____ jour de _____ 200_. _____)
_____, vérificateur)
Commissaire aux serments pour la _____)
province de _____.

Formulaire 14
Processus de ratification

RÉSOLUTION DU CONSEIL DE LA PREMIÈRE NATION
(Présentation au vérificateur à la fin du scrutin)

ATTENDU que le *Code foncier de la Première nation de (nom)* et l'accord spécifique ont été soumis à un scrutin de ratification au sein de la Première nation de (nom) le ____ jour de _____, 200_;

ATTENDU que le vérificateur a produit une déclaration indiquant que le scrutin de ratification s'est déroulé conformément au Processus de ratification communautaire par la Première nation de (nom) dont il avait lui-même attesté la conformité;

ET ATTENDU que les électeurs inscrits ont approuvé ces documents lors du scrutin de ratification tenu le ____ jour de _____, 200_;

En conséquence, conformément à l'*Accord-cadre relatif à la gestion des terres des Premières nations* et au paragraphe 22.2 du Processus de ratification communautaire de la Première nation de (nom), le Conseil de la Première nation de (nom), a résolu d'envoyer au vérificateur le *Code foncier de la Première nation de (nom)* qui a été approuvé et qui est joint à la présente résolution comme annexe « 1 » afin que le vérificateur atteste la validité de ce code foncier.

Fait à _____, province de _____ ce _____ jour de _____, 200_.

Chef (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

Conseiller (nom)

(* Pour cette bande, le quorum est de ____ membres du Conseil)

Formulaire 15
Processus de ratification

ATTESTATION DE LA VALIDITÉ DU CODE FONCIER

ATTENDU que le *Code foncier de la Première nation de (nom)* et l'accord spécifique ont été soumis à un scrutin de ratification au sein de la Première nation de (nom) le ____ jour de _____, 200_;

ATTENDU que j'ai produit une déclaration indiquant que le scrutin de ratification s'est déroulé conformément au Processus de ratification communautaire par la Première nation de (nom) dont j'ai attesté la conformité en ma capacité de vérificateur;

ET ATTENDU que les électeurs inscrits ont approuvé le *Code foncier de la Première nation de (nom)* et l'accord spécifique lors du scrutin de ratification tenu le ____ jour de _____, 200_;

Par conséquent, j'atteste par la présente la validité du *Code foncier de la Première nation de (nom)* ci-joint à titre d'annexe « 1 ».

Daté à _____ ce ____ jour de _____, 200_.

_____, Vérificateur



PHASE I ENVIRONMENTAL SITE ASSESSMENT

WHAT IS A PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)?

A **Phase I ESA** identifies potential liabilities associated with contaminants in soil, sediment, ground or surface water through site inspection and historical review. No testing is done in Phase I. The key aspects of a Phase I ESA are records review, site visits, interviews, information evaluation, reporting and identifying areas for potential follow up under a Phase II and III ESA. Phase II and III ESAs occur after the Land Code has been enacted. The limitation of Phase I ESA is that it only identifies **potential** contamination. **It is important to list everything that is of potential environmental concern no matter how small it appears because this will establish the extent of the issues that have occurred while under the management of Aboriginal Affairs and Northern Development (AANDC).** Phase II and III ESAs (which involve sampling) are needed to determine whether contamination actually exists, its extent, and implications for remediation. The parties to the Phase I ESA are the First Nation (FN) and Canada, AANDC. Lands Advisory Board provides assistance when requested.

WHY IS PHASE I ESA REQUIRED IN THE DEVELOPMENTAL PROCESS?

Canada provides a FN, at its request, with “all existing information, in Canada’s possession, respecting any potential or actual environmental problems with the proposed FN land”. Such existing information may be inadequate to fully describe the condition of reserve lands, so Canada’s policy is to fund the preparation of Phase I ESAs.

WHY IS PHASE I ESA IMPORTANT TO THE INDIVIDUAL AGREEMENT?

Because the Phase I ESA will determine environmental state and areas for follow up. Any information collected during the Phase I ESA will be summarized in the Individual Agreement.

Because Phase I ESA’s do not identify the entire extent of contamination on reserve land, a FN ideally should ensure that its Individual Agreement and work plan contain a commitment by Canada to assist the FN in identifying contaminated sites on reserve and a timeline to remediate them. Therefore, before approving an Individual Agreement, a FN should meet with AANDC to resolve responsibility for contamination and remediation. It is imperative that the nature and scope of further environmental work be included in the work plan before a FN signs off on its Individual Agreement.

WHAT WORK IS TO BE CARRIED OUT DURING A PHASE I ESA?

AANDC has a Statement of Work (SOW) template which outlines the scope of the work to be carried out during the Phase I ESA including: records review, interviews (e.g. with elders), site visits, evaluation of information and reporting, project management, project scheduling, insurance and safety, standards requirements, special requirements, submission of proposals, proposal evaluation criteria and budget. You may want to add steps of your own to the template.

WHO OVERSEES THE PHASE I ESA WORK?

A Joint Management Committee (JMC) oversees and project manages the Phase I ESA work and their responsibilities are outlined in the SOW. The SOW also outlines the responsibilities of the qualified Environmental Assessor who will be carrying out the Phase I ESA.

The JMC committee is comprised of a FN and AANDC representative.

STATEMENT OF WORK

Phase I Environmental Site Assessment (ESA)

for

(Name of Band) First Nations

1. Introduction

The Government of Canada and the xxxxxx First Nation are to enter into an individual agreement, based on the *First Nations Lands Management Act* (Bill C-49), to transfer the management of the First Nations' lands and resources from the Government of Canada to the First Nation. As part of this process, an environmental site assessment (ESA) is to be completed by a Qualified Environmental Assessor(s) (QEA) to determine the environmental condition of the reserve lands of the xxxxxx First Nation.

The xxxxxx First Nation is inviting proposals to conduct a Phase I Environmental Site Assessment (ESA) based on the Canadian Standards Association (CAN/CSA) Standard Z-768-01 Phase I Environmental Site Assessment, henceforth referred to as CSA Standard). These Terms of Reference (TOR) outline the requirements for completing the Phase I ESA

The four key aspects of a Phase I ESA are:

- i) A Records Review
- ii) Interviews
- iii) A Site Visit; and
- iv) Evaluation of information and reporting

The lands on which the assessment will be conducted include the existing Reserve lands of the xxxxxx First Nation. The xxxxxx First Nation has # (x) Reserve, although they share another Reserve with other First Nations. xxxxx I.R. No. x, which would be under the FNLMA regime, covers approximately ± xxxxx hectares (see Natural Resources Canada's website and Registry Index Plan dated xxxxxx).

II. Objective

The objective of the Phase I ESA is to determine the environmental condition of the reserve lands of the xxxxxx First Nation prior to transferring the management of the First Nations' lands and resources from the Government of Canada to the First Nation.

The Phase I ESA will:

- identify and report on actual and potential site contamination;
- identify and report on any other environmental concerns;

- identify any existing regulatory concerns/violations (i.e., Fisheries Act, Indian Reserve Waste Disposal Regulation, etc.)
- recommend further investigations, as warranted.
- provide a Class C estimate of the cost associated with any Phase II and/or remedial investigations recommended.

III. Scope of Work

The Phase I ESA is to be undertaken in a manner that will ensure the active participation of the First Nation in the collection of community knowledge. The QEA, in conjunction with the Joint Management Committee (JMC), is to define a community consultation process designed to be carried out throughout the Phase I ESA in order to:

- maintain a liaison with the community;
- provide a mechanism for resolving any concerns that arise during the work;
- ensure an efficient and cost-effective assessment; and,
- ensure a fully informed study and sharing of information between the community and the Assessor.

For budget purposes the consultation process will include as a minimum, an initial meeting with the Joint Management Committee at the outset of the project to discuss implementation, a meeting with persons as designated by the xxxx First Nation and the Joint Management Committee to present the draft report, and at the option of the Band a community open house to be held at a community facility for presentation of the final report.

The QEA will have a familiarity and working knowledge of the CSA standards for undertaking a Phase I ESA. The tasks to be carried out under the Phase I ESA are to be based on those as outlined in the CSA Standard, which includes but are not necessarily limited to the following:

IV. Records Review:

In conducting a Records Review, the Assessor will document each source of information examined even if the source reveals nil findings or no response is received. Information should be reviewed back to the first use which may have affected a sites environmental condition (e.g. prior to development) as well as neighbouring properties where warranted. The following factors shall be considered in determining search distances:

- i) current and historical land use on the subject property and neighbouring properties; and
- ii) known or suspected contamination on the subject property and on neighbouring properties.

The QEA is to review the records of xxxxxx First Nation and AANDC, which are to be provided within a reasonable time frame. The AANDC representative on the Joint Management Committee is responsible for collecting all relevant AANDC records to be provided to the QEA. The First Nation representative on the Joint Management Committee will be responsible for

providing the QEA with a list of all commercial ventures on the reserve including a contact name, a map of reserve housing, and any relevant information on traditional knowledge. The QEA will be responsible for collecting and reviewing records from any other source (e.g. other federal government departments, provincial governments, local governments and agencies, etc) that has information pertinent to the assessment.

Records may include but are not limited to:

- Those specific and unique to reserves and held by AANDC within the following databases:
 - Asset Condition Reporting System (ACRS)
 - Capital Asset Management System (CAMS)
 - Capital Asset Inventory System (CAIS)
 - Environmental Issues Inventory System (EIIS)
 - Integrated Environmental Management System (IEMS)
 - Indian Land Registry System (ILRS)
 - Fuel Storage Tank Registration System (FNESS);
- Leases and permits including those of Certificates of Possession (CP) holders;
- Previous site assessment records (e.g. Environmental Issues Inventory (EII), Environmental Management Framework (EMF), Environmental Management System (EMS));
- All pertinent engineering reports;
- Aerial photographs showing general site usage, structures and improvements (e.g. tank farms, waste disposal areas, pits, drainage areas, adjacent land use, etc);
- Property use records;
- For commercial and industrial properties, where available, company records;
- Hydrogeological, geological and geotechnical reports pertaining to the environmental condition of properties to be assessed;
- Regulatory information from appropriate agencies (e.g. provincial, federal, regional or municipal) including past, pending, outstanding, or continuing prosecutions, work orders, control orders or complaints related to environmental compliance, BC contaminated sites registry, violations of environmental statutes and regulations, and spill reports, Health Canada records, and pertinent information held in the National Pollutant Release Inventory,
- Information that may be found in the files of the BC Ministry of Highways and Transportation, xxxx Regional District, (Name of Band) First Nations, BC Hydro, xxxx Gas, City of xxxx, and
- Other relevant records such as geological and soil maps, biophysical maps of traditional land use, topographic maps, well water data, air quality data, public health concerns, utility company records,

V. Interviews

The QEA will interview those persons who may be able to corroborate or augment the information gathered in the Records Review and/or the scheduled Site Visit or provide information useful for planning the Site Visit. The persons to be interviewed may include members of the First Nation community, elders, site personnel, third parties, government

officials (e.g. environment officers, public environment health officers). At least one consultation event with First Nation members and elders should be included as part of the interview process.

The questions to be asked in the interviews should pertain to current or past activities and events that may affect the environmental conditions at the subject areas or sites. It is at the discretion of the Joint Management Committee in collaboration with the QEA as to the methodology used for questions and interviews which will be conducted in person.

The results of all interviews shall be reported on in the Phase I ESA report.

VI. Site Visit

a. General

The Site Visit should be conducted after completion of the Records Review in order for the QEA to target the specific areas and sites to be visited and observed. Every effort shall be made to ensure that site visits are conducted during periods when snow will not be an inhibiting factor. It may be necessary to observe structures on the site as well as adjoining properties on reserve. The QEA should be accompanied by a Band member or someone else (as determined by the First Nation) who is familiar with the subject property. A copy of the Site visit record for each reserve should be included as an Appendix to the report. The QEA will be responsible to work with the First Nation to gain site access to lease properties as required.

The record of observations should identify and describe for each subject area or site:

- the method used to make the observations (e.g. use of checklists);
- general limitations including those imposed by physical obstructions and limiting conditions (e.g. snow, rain, denied access, etc.);
- current uses or evidence of past uses of the subject areas that involve, or have involved, such activities as the use, treatment, storage, disposal, leased operations, generation of hazardous materials, land filling, or storage of wastewater. Where relevant, the QEA should also consider, to the extent possible, the current or past uses of the adjoining and surrounding property;
- an inventory of hazardous materials, including wastes, with the approximate quantities of material, types of containers, and storage conditions;
- unidentified substances with the approximate quantities of material, types of containers, and storage conditions;
- storage tanks with the approximate age, size, and, where possible, the contents of each as well as the location of abandoned or previously removed tanks, vent pipes, fill pipes, or access ways indicating underground storage tanks;
- the presence, condition and, where possible, contents of storage containers;
- strong, pungent, or noxious odours, and their possible sources;
- sources of potable water;

- the potential presence and/or storage of certain substances such as:
 - i) polychlorinated biphenyls (PCBs)
 - ii) asbestos-containing materials (ACMs)
 - iii) lead
 - iv) ozone-depleting substances (ODSs)
 - v) urea formaldehyde foam insulation (UFFI)
 - vi) pesticides, herbicides, fungicides (including wood preservatives), chemicals
 - vii) radioactive materials
 - viii) acid generating rocks
 - ix) waste wood and other waste materials containing dioxins, furans, PAHs (e.g. pentachlorophenol, creosote, waste crankcase oil, etc.)
- other environmental concerns which may include, but are not limited to, for example, operational and compliance issues such as those related to solid waste and sewage disposal, fuel handling, water quality and supply, or issues related to, for example, land erosion, flooding, impacts on endangered habitats and species, culturally significant sites or environmental impacts from adjoining properties e.g., xxxxx, cemetery sites (old & new), etc.

b. Exterior Observations of Structures

The exterior of community structures or improvements within the subject area shall be inspected for indications of contamination. In general, all residential structures are to be excluded.

However, there may be particular circumstances where specific residential structures should be inspected. In such instances, it will be the responsibility of the Joint Management Committee to provide the QEA with a list of those residential structures to be inspected.

The QEA shall also observe and, where necessary, describe:

- topographic conditions of the property and surrounding area
- abandoned and existing wells (e.g. water, oil, gas, disposal)
- the method of sewage disposal, artificial pits and lagoons
- stained materials and stressed vegetation
- wastewater or liquid discharge
- surface water features (e.g. ditches, streams, rivers, ponds, lakes)
- disposal of minerals and waste rock/tailings
- public thoroughfares (e.g. roads, streets, parking facilities, rights of way)

c. Interior Observations of Structures

Where required, the interior of community structures within the subject area shall be inspected for indications of contamination. Stains on floors, walls, or ceilings shall be identified and described including the likely source of the stains. Any migration paths for the contaminants away from the source shall be described. The QEA will note the location and condition of any floor drains and sumps that show any evidence of contamination. **Residential structures are to**

be excluded unless specific ones are listed for inspection by request of the Joint Management Committee.

VII. Evaluation of Information and Reporting

Upon completion of the Phase I ESA work, the QEA shall prepare and present to the JMC a draft report outlining the results of the findings obtained in the Records Review, Site Visit, and Interviews. It shall clearly identify areas of actual or potential contamination and the basis for all findings. Areas of actual or potential contaminants shall be located using Geographic Positioning Systems (G.P.S.). All formats for figures and drawings should be compatible with the xxxx First Nation's Geographical Information System (G.I.S.) requirements. (Please note: Reserve lands are federal lands, and therefore federal law, guidelines, standards and practices are applicable). Provincial laws may be referenced where, in the absence of federal law, provincial laws, standards and guidelines may have application). It should also indicate the relative degree of uncertainty associated with evidence of potential contamination including the potential for impacting surface and groundwater resources and air quality in areas adjacent to the subject area including any transboundary impacts.

The Phase I ESA draft report should follow a format similar to Appendix C (attached) in the Canadian Standards Association (CAN/CSA) Standard Z-768-01 *Phase I Environmental Site Assessment*. All findings, including nil findings, resulting from the investigations performed shall be included in the draft report. The draft report should describe where a task could not be performed due to limiting conditions.

The draft report shall have a Conclusions section which states that the Phase I ESA has revealed:

- no evidence of contamination in connection with the subject areas;
- those subject areas or sites where evidence of **potential** contamination exists (list and describe);
- those subject areas or sites where evidence of **actual** contamination exists (list and describe);
- those subject areas or sites where evidence of **actual and potential** contamination exists (list and describe), and
- other environmental issues.

In addition, the following Table should be completed:

PHASE I CONCLUSIONS: Results and Recommendations							
Site/Area	Label (ESSIMS/IEMS Inventory #)	Classification of Risk Contamination		Contaminants of Potential Concern	Description of Contamination or Risk	Recommended Action	JMC Decision
		Potential	Actual				

As part of the conclusions, the QEA shall describe and recommend methods to reduce the level of uncertainty (e.g. confirm, refute, or delineate the presence of contamination) and provide a rationale for proposing such methods. The date to which the conclusions relate shall be specified in the draft report.

The draft report shall provide documentation, including references and key exhibits, to support the findings and conclusions contained in the draft report. It shall reference applicable federal, provincial/territorial, and local legislation and published guidelines used as a basis for findings or conclusions in Phase I ESA. Any identified concerns should be clearly identified on appropriately scaled figures/plans which also show general layouts on the reserves.

The final report will be completed by the QEA following review and comment on the draft report by the Joint Management Committee (JMC).

VIII. Project Management

The Joint Management Committee (JMC) is composed of:

- *(Name of Band Rep)*, representing the *(Name of Band)* First Nation,
- *(Name of AANDC Rep)*, representing AANDC.

The Joint Management Committee is responsible for:

- To review and accept the Statement to Work for distribution to QEA (Consultant)
- Identification and selection of QEA (Consultants) for submitting a proposal to conduct the ESA as per this Statement of Work;
- Reviewing and evaluating the project proposal according to the established criteria;
- Approving the successful bidder;
- Overseeing the management of the work;
- Organizing a preliminary meeting to include the Committee and the Assessor in order to outline the logistics of the work to be undertaken, and
- Reviewing all documents prior to their finalization.
- Preparation of the next Phase of ESA Statement of Work;
- Protection of intellectual property.

AANDC BC Region is responsible for:

- Coordinating the access to and collection of departmental records and information on behalf of the Qualified Environmental Assessor in a timely manner.
- Review and expedite the acquisition of ESA funding through AANDC funding mechanism and ensure compliance to all reporting and deliverable schedules.

The Qualified Environmental Assessor is responsible for:

- Maintaining communications with the Joint Management Committee (JMC) throughout the contract;
- Providing copies of all correspondence to the Joint Management Committee (JMC);
- Advising the Joint Management Committee (JMC) immediately in writing of any additional work required. No work is to be undertaken which is additional or supplemental to or in substitution of the work specified unless approved by the JMC.
- Preparing the minutes of all meetings and providing copies to all participants;
- Advising the Joint Management Committee (JMC) of the discovery of an immediate health and safety hazard associated with a contaminated site and identifying temporary emergency measures, if necessary, to eliminate or control these;
- Protection of intellectual property;
- Providing and assisting with storage and data collected during the Phase I ESA in a manner required by (Name of band) FN's technology, and
- Providing four (4) hard copies and two (2) CD-ROMs (one (1) in Adobe PDF format and one (1) in Microsoft compatible for presentation purposes) of the draft report and final report; two to the First Nation and two to AANDC.

IX. Project Scheduling

The QEA may be required to submit a progress report to the JMC on a as needed basis. The JMC will provide the QEA with review comments on the draft within 30 days of its receipt. The final report shall be received by the JMC by March xxx, 2013. If required, revised schedules for completion of the remaining tasks shall be submitted to the Joint Management Committee (JMC).

The QEA will present the final report of findings to the Joint Management Committee (JMC). The finding will also be presented, at the option of the Band, an all community meeting on an agreed to date.

X. Insurance and Safety

The successful bidder on the proposal is required to carry Workman's Compensation Insurance and a minimum of \$2,000,000 comprehensive general insurance including bodily injury; property damage; third party liability coverage for activities performed by the Assessor resulting in an accident involving a third party; and professional liability insurance against errors and omissions. The Government of Canada, the Lands Advisory Board and/or the xxxxx First Nation shall not be responsible for bodily injury and/or property damage caused by the employees of the successful bidder.

XI. Standard Requirements

The QEA shall use the metric system for calculations, drawings, specifications, etc. GPS

coordinates of all suspect sites shall be included.

The QEA shall treat as confidential and make available all information, data, photos, drawings, field and interview notes, etc. gathered as part of the project only to the xxxxx First Nation and AANDC. Any queries about the project from the public, news media or others shall be referred to the JMC or designated Band Project Manager.

XII. Special Requirements

The QEA shall contract a First Nation member(s) for the Phase I ESA. The First Nation member(s) duties will include facilitation of access to the respective First Nation's Reserve lands, shadowing the QEA as a capacity building exercise in the planning, conduct and reporting of the Phase I ESA, and dissemination of the Phase I ESA information to the Chief and Council and/or the membership of the xxxxx First Nation and to the Joint Management Committee (JMC) representative of the member First Nation. The total estimated time for first nation member(s) involved for this requirement is xxx days at a rate of pay of \$xxx/day, or \$xxxx.

XIII. Submission of Proposal

One (1) hard copy and one (1) digital copy of the Phase I ESA project proposal shall be submitted to:

- *(Name of Band)* First Nation
xxxxxxx
xxxxxxx, BC
xxxxxx
Attention: *Name of Band Rep*, xxxxx Manager
- Aboriginal Affairs Northern Development Canada
600-1138 Melville St.,
Vancouver, BC V6E 4S3
Attention: *Name of AANDC rep*

Deadline for submission of proposals is by xxxx, 2012.

The proposal will be set out in a letter format and will include the following:

- The proposed methodology to be used to meet the specifications as described in the above Terms of Reference using the CSA Standard for conducting a Phase I ESA;
- A profile setting out the company's qualifications and experience with projects of a similar nature including contact names for references on the identified projects;
- The personnel to be assigned to the project (i.e., name, qualifications and experience) and their individual roles and responsibilities within the project;
- Proposed schedule outlining the relative timing of all project events;

- Fee schedule (i.e. hourly rates of assigned personnel, disbursements and travel costs) of all activities to be undertaken;
- The total cost estimate for completing the project

Personnel changes will not be allowed without valid justification and concurrence of the JMC.

Any questions regarding the preparation of the proposal should be directed to Mr/Ms, xxxx First Nation, who can be reached at xxx-xxx-xxx and/or fax at xxx-xxx-xxx or [email](#) address *or Name of AANDC rep* for ANDC who can be reached at (xxx) 6xx-xxxx and/or fax at (604) 775-7149 or *email of AANDC rep*. To ensure the openness of the procurement process, answers to specific questions relevant to all those bidding on this project will be forwarded to all parties tendering.

XIII Proposal Evaluation Criteria

The QEA's proposal shall provide information in sufficient detail to show a complete understanding of the requirements of the project.

The project proposal shall be reviewed by the Joint Management Committee (JMC) and evaluated according to this Terms of Reference and the following criteria:

1. Comprehension of project scope and objectives	15%
2. Capability of the firm to carry out project (past experience, similar projects, resources)	10%
3. Assessors' project team (First Nation past experience, level of expertise)	30%
4. Approach and Methodology	10%
5. Scheduling and availability	5%
6. Professional Fees and expenses	30%

TOTAL	100%

XIV. Budget

The lowest of any tender need not be accepted.

From Z768-01, Appendix C - Phase I ESA Report Format

Proposed Section Headings

1. EXECUTIVE SUMMARY
2. INTRODUCTION
3. SITE DESCRIPTION
4. RECORDS REVIEW
5. SITE VISIT
6. INTERVIEWS
7. FINDINGS
8. EVALUATION OF FINDINGS
9. CONCLUSIONS
10. QUALIFICATIONS OF ASSESSOR
11. REFERENCES AND SUPPORTING DOCUMENTATION
12. APPENDICES
 - A. - Maps, Figures, Photographs
 - B. - Ownership/Historical Documentation
 - C. - Regulatory Documentation
 - D. - Documentation of Interviews
 - E. - Contract between Client and Consulting firm

Terms and Definitions

Adjoining properties: Any properties that are contiguous or immediately adjacent to the property being assessed.

Assessor: A person or business entity who carries out a Phase I ESA

Certificate of Possession (CP) Holder: A Band member who has possession of a registered tract of land. This portion of land is not considered common Band land.

Community Structures: Those buildings and improvements consisting of any physical object attached to the land with some degree of permanence which are located on the subject area and are generally considered to belong to the First Nation community. Examples include, schools, community centers, commercial and industrial buildings, maintenance facilities, etc.

Contamination: The presence in soil, water, groundwater, air, or structures of a material condition that may adversely affect human health and the natural environment (e.g. soil, water, land, buildings).

Environmental Issues Inventory (EII) A AANDC multi-phased initiative, begun in 1992, to identify, document, assess and remediate environmental problems on inhabited reserves.

Hazardous material: A material that may, on exposure, constitute an identifiable risk to human health or the natural environment.

Intellectual Property: A form of creative endeavour that can be protected through a trademark, patent, copyright, industrial design or integrated circuit topography.

Joint Management Committee (JMC): Project management committee comprised of the First Nation and INAC. One vote each to the First nation and INAC, and decisions are by consensus.

Project Manager: The person with authority in the Seabird First Nation to manage the Phase I ESA project, which includes leading the planning and the development of all project deliverables. The project manager is responsible for managing the budget and workplan and all Project Management Procedures (scope management, issues management, risk management, etc.).

Property: Land and any improvements to land, consisting of any physical object attached to the land with some degree of permanence. The terms “ property and “ site are used

interchangeably in this Terms of Reference.

QEA: Qualified Environmental Assessor including but not limited to professional or association designation in earth sciences, engineering, biology, chemistry, and environmental auditing



Community Ratification Process (CRP)

3. REGISTRATION OF ELIGIBLE VOTERS

- 3.1 The Lands Manager, in consultation with Council, will ensure that a List of Voters is prepared containing the full names, band numbers, birth dates and addresses of the Eligible Voters.
- 3.2 The Ratification Officer will, at least 56 days before Voting Day, send to each Eligible Voter at their last known address a registration package containing a voter registration document in Form 6 and a prepaid return envelope.
- 3.3 An Eligible Voter who wishes to vote in the Ratification Vote must register with the Ratification Officer by:
 - (a) completing a voter registration document in Form 6;
 - (b) signing the voter registration document;
 - (c) having a person witness the Eligible Voter's signature;
 - (d) having the witness sign the voter registration document; and
 - (e) returning the voter registration document to the Ratification Officer by mail, courier, hand delivery or facsimile.
- 3.4 An Eligible Voter may register prior to the posting of the Notice of Vote.
- 3.5 A voter registration document must be received by the Ratification Officer no later than the close of the polls on Voting Day.
- 3.6 The Ratification Officer will maintain an updated List of Registered Voters setting out the names of all Eligible Voters who have returned a valid voter registration document in accordance with clause 3.3.
- 3.7 Subject to clause 13.3, no Eligible Voter may be provided with a mail-in ballot or vote at a poll in the Ratification Vote unless the Eligible Voter is a Registered Voter.



Summary of the Community Ratification Process

The First Nation (FN) community approval process is set out in Section 7 of the *Framework Agreement on First Nation Land Management (Framework Agreement)*, it covers the following:

- a transfer of jurisdiction of reserve lands from Canada to the FN, and
- a FN Land Code (LC), and an Individual Agreement.

The purpose of the Community Ratification Process (CRP) document is to set out the procedures and rules by which a FN will decide whether to approve its LC and Individual Agreement, as required under the *Framework Agreement* and the *First Nations Land Management Act*.

Clause 7.3 of the *Framework Agreement* gives the FN three (3) voting processes to consider and the chosen process is described in the CRP. The three (3) voting processes are:

1. Registered
2. Non-registered
3. Other process agreed upon by the FN and Canada

The most common chosen process for community ratification is through a registered vote. The ratification procedure involves a concerted effort to locate all eligible voting members and provide them with the opportunity to vote either in person or by mail.

Sample Letter for Appointment of Independent Verifier

Date:

Aboriginal Affairs & Northern Affairs Canada

Address

Attention: **(insert AANDC contact person and title)**

Dear XX:

Re: Appointment of independent Verifier

With reference to sections 8.1, 44.1 and 44.3 of the *Framework Agreement on First Nation Land Management*, the (insert First Nation name) Chiefs and Council hereby recommend ***(insert Verifier name)*** be appointed to fulfill the duties of independent Verifier of the (insert First Nation name) Nation Land Code.

If you require further discussion and agreement of appointment of the independent Verifier with LAB and the (insert First Nation name), please inform XX, Land Code Coordinator, (insert phone no.). If you concur with this appointment please advise the (insert First Nation name) in writing.

Sincerely

Chief XX

XX First Nation

c.c. XX, Land Advisory Board Resource Centre



SUMMARY OF THE VERIFIERS ROLE

Background

The *Framework Agreement on First Nation Land Management (Framework Agreement)* and the *First Nation Land Management Act (FNLMA)* give First Nations the option to exercise control over their lands and resources. An independent verifier is required by the *Framework Agreement* and the *FNLMA* to monitor and verify the opting in process. The opting in process is the process that a First Nation (FN) uses to assume control of their land and resources.

The independent verifier is jointly appointed by the FN and Canada and will monitor and confirm that the Community Ratification Process (CRP) and Land Code (LC) are consistent with the *Framework Agreement*.

“Verifying” the Land Code

One of the verifier’s key roles is to verify that the First Nation’s LC (i.e. their law) is consistent with the requirements of the *Framework Agreement* and *FNLMA*. The verifier must confirm this in writing. Some of the key requirements for a LC are:

- An accurate description of the reserve land
- General rules for all land use and occupancy
- Procedures for testamentary disposition or succession of reserve land interests
- General rules for revenues from natural resources
- Accountability requirements to membership for the management of money and land
- A procedure for making and publishing laws
- Conflict of interest rules for land management
- A dispute resolution forum for persons whose land interests may be affected by FN decisions
- General rules for the expropriation of reserve land
- General authorities for delegation of land administrative authority
- A procedure for amending the LC

“Verifying” the Vote Process and “Certifying” the LC

In addition to “Verifying” the consistency of the LC, the verifier must also:

- 1) Confirm that the process the FN uses to acquire the consent of their eligible voters is consistent with the *Framework Agreement* and *FNLMA*, mainly.
 - a) Each eligible voter must have the opportunity to vote freely.
 - b) Each eligible voter must have the opportunity to be informed about the land code and the FN’s Individual Agreement with Canada.



- 2) Confirm in writing that the FN's CRP is consistent with the *Framework Agreement* and *FNLMA*.
- 3) Monitor the voting process and confirm the results of the vote in writing.
- 4) If the verifier confirms that the ratification process meets the base requirements of the *Framework Agreement* and *FNLMA* and if the LC and Individual Agreement are approved by the FN's eligible voters the verifier must "certify" the LC. The LC will then become an official law of the FN.

Other Duties

Another role of the verifier is to make the final decision on any objections that either Canada or eligible voters may lodge about the CRP. The *Framework Agreement* and *FNLMA* include a procedure for dealing with objections. The verifier also must make the final decision if there are certain disputes between the FN and Canada while the Individual Agreement is being negotiated. The *Framework Agreement* and *FNLMA* also provide guidance in this regard.

Throughout the opting in process the FN and Canada keep the verifier fully informed. The verifier participates in meetings and other related events as required and will be present on voting day/days to monitor the voting procedure.



Buckshee Leasing Vs Registered Leases

A buckshee lease refers to a lease that has not been granted by Her Majesty pursuant to the *Indian Act*. While buckshee leases have provided First Nation members or bands the ability to collect lease revenue directly, this arrangement does not afford First Nations or leaseholders any court enforceable property rights (in fact such leases are unlawful and void under the *Indian Act*). For this reason, it would be very unusual if the holder of a buckshee lease could qualify for mortgage eligibility. (East, 2009)

Under the *Indian Act*, the revenue from a [registered lease is collected and held by AANDC](#) in trust for Indian Bands or, in the case of locatee leases under section 58(3) of the Act, may be payable directly to the holder of the CP for the land. Pre-existing leases and other third party interests are continued, according to the terms, after a Land Code comes into force and effect.

Under the Framework Agreement, Land Codes may make provision for First Nations and/or their members to lease directly to 3rd parties, register the leases and collect lease revenues directly.



The Difference Between Revenue Monies and Capital Monies

The *Framework Agreement* requires Canada to transfer all existing and any future received revenue monies (or commonly referred to as Indian Monies) held in trust by Canada to the First Nation following an affirmative ratification of a Land Code (LC) and Individual Agreement. Please note, Capital Monies will continue to be managed and held by Canada under a LC.

The *Indian Act* defines Band moneys as "*all moneys collected, received or held by Her Majesty for the use and benefit of Indians and bands*". Under section 62 of the Act these moneys are referred in two categories as:

- **Capital moneys** - derived from the sale of surrendered lands or the sale of the capital assets of a First Nation. These moneys include royalties, bonus payments and other proceeds from the sale of timber, oil, gas, gravel or any other non-renewable resource.
- **Revenue moneys** - defined as all Indian moneys other than capital moneys. They are primarily derived from a variety of sources which include, but are not limited to, the interest earned on Band capital and revenue moneys, moneys payable to the First Nation as fines, proceeds from the sale of renewable resources (i.e., crops), leasing activities (i.e., cottages, agricultural purposes, etc.) and rights-of-way. (AANDC, 2010)

Canada transfers the revenue funds to a First Nation through the Individual Agreement. The following is an excerpt from the Individual Agreement Annex B that references amount and transfer of revenue monies:

ANNEX B

LIST OF MONEYS PAYABLE BY CANADA

1. As of October 12, 2004, Canada is holding \$45,629.75 of revenue moneys for the benefit of the _____ First Nation.
2. Canada shall, on a quarterly basis, transfer to the _____ First Nation any other revenue moneys received after the date the Land Code comes into force, together with interest at the rate prescribed under the *Financial Administration Act*.



OVERVIEW OF PHASE II AND III ENVIRONMENTAL SITE ASSESSMENTS (ESA)

Developmental First Nations (FNs) would have done a Phase I ESA. Phase I ESA only suggests potential or actual contamination, based on available reports and field observation. No physical sampling (e.g., of soil or water) is conducted, so a Phase I ESA cannot confirm the presence or extent of contamination on reserve land. Furthermore, a Phase I ESA report is accurate only at the time of assessment, and may become outdated if conditions at a site change.

A FN ideally would have ensured that its Individual Agreement and work plan contain a commitment by Canada to assist the FN in identifying contaminated sites by conducting a Phase II ESA and a workplan and timeline to remediate them in a Phase III ESA. Without a Phase II ESA, a FN will not be sure about the extent of contamination on its lands, and without a Phase III, it will not know the cost of remediation.

Phase II and III investigations may be required to support, refute or extend the Phase I ESA findings and fulfill Canada's obligations set out in the Individual Agreement environmental work plan.

WHAT IS A PHASE II ESA?

Phase II ESA is an intrusive investigation and assessment of a property's surface and subsurface media. Phase II studies typically investigate "Areas of Potential Environmental Concern" (APECs) identified by Phase I ESAs to determine whether they are "Areas of Environmental Concern" (AECs). A Phase II ESA investigates and confirms the environmental condition of the APECs and determines the site characteristics (chemicals, contamination, and concentrations) present. This information is necessary to file a Record of Site Condition (RSC) and perform a Risk Assessment, which assesses and physical pathways to human exposure, ecological effects, and the potential for off-site migration of contaminants.

Phase II ESAs are intended to examine the areas identified during a Phase I ESA and to determine whether contamination actually exists on a site. The Phase II ESA focuses on gathering specific information as required about an APEC and can include the following tasks:

- Sampling of surface and subsurface soil, groundwater and surface water, soil vapour (along with laboratory analysis), sediment, and collection of terrestrial or aquatic plant samples;
- Aboveground and underground fuel storage tank content and tightness testing, asbestos containing material (ACM) sampling, polychlorinated biphenyl (PCB) sampling and identification, geomagnetic or geophysical surveys;
- Directly measuring conditions such as noise levels or radiation;
- Using environmental fate or transportation models to evaluate the potential migration of the contamination.

The result of a Phase II ESA is the determination of the need for a remedial work plan and may also reveal whether conditions or events at the site are causing or likely to cause adverse effects that require notification of regulatory authorities. The results of Phase II analyses are typically compared with federal guidelines and provincial standards for contaminant concentrations. If contaminant concentrations exceed these established levels, then AECs may be identified.

The typical scope of work may include:

- collection of soil, groundwater, surface water, sediment, or vapour samples,
- chemical analysis of samples for relevant parameters,
- surveying the site and establishing groundwater flow direction,
- determining the appropriate criteria to which the results must be compared,



- interpretation of data, possibly including modeling, qualitative risk assessment, or development of a Conceptual Site Model,
- preparation of a clear, comprehensive report documenting the findings and presenting a conclusion regarding the environmental condition of the site.

Phase II ESAs are guided by the Canadian Standards Association (CSA) Standard Z769 (1998) - [CAN/CSA-Z769-00](#)

The CSA standard establishes the principles and practices that are applicable to a Phase II ESA. The standard is intended to provide a consistent framework and minimum requirements for conducting Phase II ESAs that can accommodate broad regulatory and liability requirements, and can address pertinent site-specific conditions. The CSA framework involves developing a sampling plan, preparing for and undertaking an investigation for sampling and measuring, and interpreting and reporting on the information gathered. This Standard is an updated version of the previous CSA Standard Z768.

WHAT IS A PHASE III ESA?

Phase III ESA examines the need for, and methods of, remediating identified contamination on a site. If delineation was not conducted during the Phase II investigations, Phase III sampling is conducted to delineate the physical extent of previously-identified contamination. Phase III investigations may involve intensive testing, sampling, and monitoring, “fate and transport” studies and other modeling, and the design of feasibility studies for remediation and remedial plans. A Phase III study normally involves assessment of alternative cleanup methods, risk management strategies, and costs and logistics. Phase III reports detail the steps needed to minimize human or ecological risk, to perform site cleanup, and conduct follow-up monitoring for residual contaminants.

If a Phase II confirms contamination and determines that unacceptable levels of contamination exist, a Phase III Remedial Investigation should be carried out to determine what approach should be taken to clean up or contain the contaminants present at the site.

MEMORANDUM OF UNDERSTANDING ON FUNDING

This Memorandum of Understanding dated for reference the 19 day of October, 2011:

BETWEEN: Operational First Nation signatories to the *Framework Agreement on First Nation Land Management* ("*Framework Agreement*"), as represented by the Chair of the Lands Advisory Board ("LAB") and the Chair of the First Nations Land Management Resource Centre Inc. ("Resource Centre")

AND: Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development ("Canada")

WHEREAS:

The *Framework Agreement*, Part VI Funding, clause 30 OPERATIONAL FUNDING, sub-clause 30.2 states that:

- "A method for allocating such operational funds as may have been appropriated by Parliament will be developed by the Parties and the Lands Advisory Board";

The *Framework Agreement*, Part V ENVIRONMENT, clause 27 RESOURCES, sub-clause 27.1 states that:

- "The Parties understand that the obligation of a First Nation to establish an environmental assessment and environmental protection regime depends on adequate financial resources and expertise being available to the First Nation";

This Memorandum of Understanding ("MOU") is the result of the LAB negotiations with Canada and sets out a new operational funding formula ("NOFF") consistent with sub-clauses 27.1 and 30.2 of the *Framework Agreement*; and

This MOU has been presented by the LAB to the *Framework Agreement* Operational First Nations at the 2011 LAB Annual General Meeting held in Ottawa on October 19 and 20, 2011 and has been approved by resolution.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this MOU,

"Funding Agreement" means an agreement between Canada and an Operational First Nation, or between Canada and a Tribal Council of which the Operational First Nation is a member, for the purpose of providing funding, during the fiscal

year(s) identified in that agreement, for the programs and services referred to in that agreement;

“Individual Agreement” means the individual agreement referred to in subsection 6(3) of the *First Nations Land Management Act*, S.C. 1999, c. 24 and clause 6 of the *Framework Agreement*;

“Operational First Nations” means First Nations who have ratified the *Framework Agreement* pursuant to clause 48.2 of the *Framework Agreement*, and who have a land code that has come into force.

PURPOSE

1. This MOU addresses the requirements under the *Framework Agreement*, Part VI Funding, clause 30 OPERATIONAL FUNDING, sub-clause 30.2.
2. This MOU also addresses the requirements under the *Framework Agreement*, Part V ENVIRONMENT, clause 27 RESOURCES, sub-clause 27.1 for financial resources to establish and maintain an environmental protection regime, which were not included in the previous operational funding formula but were specifically contemplated by the *Framework Agreement*.
3. The NOFF will be effective April 1, 2012.

TERM

1. The NOFF will begin on April 1st of fiscal year 2012-2013 and will continue through fiscal years 2013-2014, 2014-2015 and 2015-2016.
2. Prior to March 31, 2016, the Parties may agree to extend the term of this MOU and the NOFF.

LAND AND ENVIRONMENTAL FUNDING

1. The NOFF provides funding to assist with land and environmental governance and management, which include the following activities:
 - i. establishing and maintaining the legislative, regulatory, and policy framework, including an environmental protection regime;

- ii. enforcement which includes enforcing First Nation laws (both environmental laws and other laws) and the prosecution of individuals contravening First Nation laws; and
 - iii. undertaking periodic evaluations of the land governance regime, similar to the reviews undertaken by other governments performing similar functions, to ensure First Nation members have access to information they need to assess the performance of the First Nation in administering its land governance responsibilities.
2. Annex A sets out three tiers of funding levels and identifies under which tier each of the current Operational First Nations will be funded.
 - i. Operational First Nations listed in Tier I will be provided funding of \$204,536 each year for 4 years starting April 1, 2012;
 - ii. Operational First Nations listed in Tier II will be provided funding of \$251,636 each year for 4 years starting April 1, 2012; and
 - iii. Operational First Nations listed in Tier III will be provided funding of \$317,386 each year for 4 years starting April 1, 2012.
 3. The annual funding provided to each of the current Operational First Nations, as well as to those First Nations approving their Land Code and Individual Agreement and the *Framework Agreement* by March 31, 2012 shall remain fixed at the levels described in section 2 above, and set out in Annex A, for the four year term of this MOU.
 4. First Nations which approve their Land Code and Individual Agreement and the *Framework Agreement* and become operational after March 31, 2012 will be identified under a Tier I, Tier II or Tier III funding level in their Individual Agreement with Canada.

TWO YEAR TRANSITION AND ENVIRONMENTAL FUNDING

1. A second component of the NOFF is a contribution towards transitional activities including, but not limited to, the following matters:
 - i. development and passage of a core body of land laws (including environmental protection);
 - ii. training and development, including environmental training and development; and

- iii. communicating the impact of the regime to members, non-members on-reserve and other interested parties.
2. All Operational First Nations as of March 31, 2012, and new Operational First Nations after that date, will be eligible for the two year transition and environmental funding.
3. Canada will contribute transition and environmental funding in the following manner, and as listed in Annex B:
 - i. current Operational First Nations will receive a payment of \$75,000 in fiscal year 2012-2013 and a second payment of \$75,000 in fiscal year 2013-2014;
 - ii. First Nations that approve their Land Code and Individual Agreement and the *Framework Agreement* and become operational in the future will receive a payment of \$75,000 in the year their land code comes into effect and a second payment of \$75,000 the year thereafter. If a First Nation becomes operational after March 31, 2015 the second payment will be in accordance with the terms of the operational funding formula applicable at that time.

TWO YEAR ADJUSTMENT PERIOD

1. A third component of the NOFF is two year adjustment funding, which will be provided to four First Nations¹ that will experience a decrease in operational funding, as a result of the implementation of the NOFF. The amounts of the adjustment funding are set out in Annex C.

FIRST NATION DISCRETION

1. A fourth component of the NOFF is that Operational First Nations will have the sole discretion to determine how to use the funding provided to meet their land and environmental governance and management responsibilities, subject to the terms and conditions of the *Framework Agreement*, the Individual Agreement and the First Nation's Funding Agreement.

¹ Chippewas of Georgina Island, Opaskwayak Cree Nation, Tsleil-Waututh Nation (Burrard), and Tzeachten

PAYMENTS TO FIRST NATIONS

1. Funding provided under the NOFF will be paid through Funding Agreements, and payments will be subject to the terms and conditions of the Funding Agreements.

NEW OPERATIONAL FIRST NATIONS

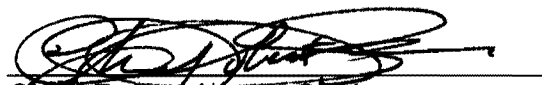
1. The amount of Canada's funding contribution (excluding the Two Year Transitional and Environmental Funding) to new Operational First Nations for the first fiscal year that their Land Code comes into effect shall be prorated based on the number of months from the date the Land Code comes into effect to the end of the first fiscal year.

GENERAL PROVISIONS

1. Funding provided by Canada to Operational First Nations is subject to the appropriation of funds by the Parliament of Canada for the fiscal year in which the funding is to be provided.
2. All obligations of Canada to fund Operational First Nations, as required under Parts V and VI of the *Framework Agreement*, have been addressed by the NOFF.
3. Any amendments to this MOU shall be in writing and executed by both parties to this MOU.

Signed in Ottawa, on 19 day of October, 2011

FOR THE OPERATIONAL FIRST NATION SIGNATORIES:

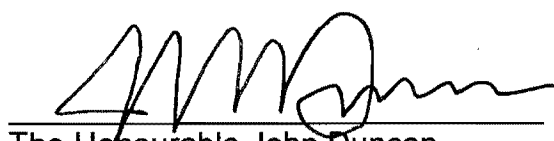

Chief Robert Louie, Chair
Lands Advisory Board

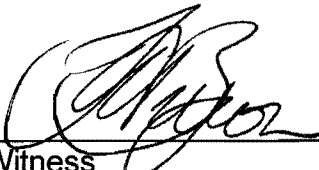

Witness


Chief Austin Bear, Chair
First Nations Land Management
Resource Centre Inc.


Witness

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:


The Honourable John Duncan,
Minister of Indian Affairs and Northern
Development


Witness

ANNEX A - NEW OPERATIONAL FUNDING FORMULA (2012/2013 to 2015/2016)

	First Nation	Amount
Tier I	Anishnaabeg of Naongashiing (Big Island)	\$204,536
	Atikameksheng Anishnawbek (Whitefish Lake)	\$204,536
	Beecher Bay	\$204,536
	Chemawawin Cree Nation	\$204,536
	Henvey Inlet	\$204,536
	Kinistin Saulteaux Nation	\$204,536
	Kitselas	\$204,536
	Leq'a:mel	\$204,536
	Lheidli T'enneh	\$204,536
	Matsqui	\$204,536
	McLeod Lake	\$204,536
	Mississauga	\$204,536
	Mississauga's of Scugog Island	\$204,536
	Muskeg Lake	\$204,536
	Seabird Island	\$204,536
	Shxwha:y Village	\$204,536
	Skawahlook	\$204,536
	Slammon	\$204,536
	Snaw'Naw'As (Nanoose)	\$204,536
	Songhees	\$204,536
	Squiala	\$204,536
	Sumas	\$204,536
	Swan Lake	\$204,536
	T'Sou-ke	\$204,536
	Ts'kw'aylaxw	\$204,536
	We Wai Kai (Cape Mudge)	\$204,536
Tier II	Muskoday	\$251,636
	Whitecap Dakota	\$251,636
Tier III	Chippewas of Georgina Island	\$317,386
	Nipissing	\$317,386
	Opaskwayak Cree Nation	\$317,386
	Tsawout	\$317,386
	Tsleil-Waututh Nation (Burrard)	\$317,386
	Tzeachten	\$317,386

ANNEX B – TWO YEAR TRANSITION AND ENVIRONMENTAL FUNDING

	First Nation	2012/2013	2013/2014	Total
Tier I	Anishnaabeg of Naongashiing (Big Island)	\$75,000	\$75,000	\$150,000
	Atikameksheng Anishnawbek (Whitefish Lake)	\$75,000	\$75,000	\$150,000
	Beecher Bay	\$75,000	\$75,000	\$150,000
	Chemawawin Cree Nation	\$75,000	\$75,000	\$150,000
	Henvey Inlet	\$75,000	\$75,000	\$150,000
	Kinistin Saulteaux Nation	\$75,000	\$75,000	\$150,000
	Kitselas	\$75,000	\$75,000	\$150,000
	Leq'a:mel	\$75,000	\$75,000	\$150,000
	Lheidli T'enneh	\$75,000	\$75,000	\$150,000
	Matsqui	\$75,000	\$75,000	\$150,000
	McLeod Lake	\$75,000	\$75,000	\$150,000
	Mississauga	\$75,000	\$75,000	\$150,000
	Mississauga's of Scugog Island	\$75,000	\$75,000	\$150,000
	Muskeg Lake	\$75,000	\$75,000	\$150,000
	Seabird Island	\$75,000	\$75,000	\$150,000
	Shxwha:y Village	\$75,000	\$75,000	\$150,000
	Skawahlook	\$75,000	\$75,000	\$150,000
	Sliammon	\$75,000	\$75,000	\$150,000
	Snaw'Naw'As (Nanoose)	\$75,000	\$75,000	\$150,000
	Songhees	\$75,000	\$75,000	\$150,000
	Squiala	\$75,000	\$75,000	\$150,000
	Sumas	\$75,000	\$75,000	\$150,000
	Swan Lake	\$75,000	\$75,000	\$150,000
	T'Sou-ke	\$75,000	\$75,000	\$150,000
	Ts'kw'aylaxw	\$75,000	\$75,000	\$150,000
	We Wai Kai (Cape Mudge)	\$75,000	\$75,000	\$150,000
Tier II	Muskoday	\$75,000	\$75,000	\$150,000
	Whitecap Dakota	\$75,000	\$75,000	\$150,000
Tier III	Chippewas of Georgina Island	\$75,000	\$75,000	\$150,000
	Nipissing	\$75,000	\$75,000	\$150,000
	Opaskwayak Cree Nation	\$75,000	\$75,000	\$150,000
	Tsawout	\$75,000	\$75,000	\$150,000
	Tsleil-Waututh Nation (Burrard)	\$75,000	\$75,000	\$150,000
	Tzeachten	\$75,000	\$75,000	\$150,000

ANNEX C – TWO YEAR ADJUSTMENT PERIOD FUNDING

This table identifies the annual allocations for those First Nations affected by the adjustment period:

First Nation	2012/2013	2013/2014	2014/2015	2015/2016
Chippewas of Georgina Island	\$341,160	\$341,160	\$317,386	\$317,386
Opaskwayak Cree Nation	\$370,924	\$370,924	\$317,386	\$317,386
Tsleil-Waututh Nation (Burrard)	\$379,030	\$379,030	\$317,386	\$317,386
Tzeachten	\$375,587	\$375,587	\$317,386	\$317,386



Summary on Outstanding Land Issues

In almost all First Nations there are unresolved issues resulting and persisting from the actions or inactions of the *Indian Act* management. While section 50.1 refers to these issues and points out that they will remain the responsibility and liability of Canada, the *Framework Agreement* was not intended to provide a remedy for these noted concerns.

The primary goal and intent of the *Framework Agreement* is to recognize the governmental authority of First Nations over their lands and resources. While the Implementation Document of Parts I & II of the *Framework Agreement* does contain a step whereby these outstanding concerns are listed for reference, these items are not always included in the Individual agreement and accompanied by an action plan for their remediation.

A partial exception to this principle is contained in the environment site assessment (ESA) process of the developmental phase. In this case, all known environmental issues are noted, prioritized and accompanied by an action plan for follow up. A summary of this plan is contained in the Individual Agreement.

In some instances, the exercise of Land Code jurisdiction over lands affected by serious outstanding issues may be hindered. In serious cases of contamination, a First Nation may wish consider excluding certain land areas until they are cleaned by Canada.

In other instances such as erosion whereby reserve boundaries may be receding, the First Nation may still wish to proceed with the establishment of their governmental authority over the described lands but preserve the right to seek a resolution from Canada and/or the respective province, a right which is protected by the disclaimer wording suggested above.

COMMUNIQUÉ

TAKE NOTICE THAT in accordance with:

1. The *Framework Agreement on First Nation Land Management*, dated February 12, 1996 as amended;
2. The *First Nations Land Management Act*, S.C. 1999, c. 24;
3. The Individual Agreement on First Nation Land Management made under clause 6.1 of the Framework Agreement on First Nation Land Management between _____ First Nation and the Government of Canada; and
4. The _____ First Nation Community Ratification Process dated _____, 20__;

the Eligible Voters of _____ First Nation will participate in a community Ratification Vote on ____ day, the ____ day of _____, 20__ the effect of which would be to:

1. Ratify the *Framework Agreement on First Nation Land Management*;
2. Ratify the _____ *First Nation Land Code* dated _____, 20__; and
3. Ratify the Individual Agreement on First Nation Land Management made under clause 6.1 of the *Framework Agreement on First Nation Land Management* between _____ First Nation and the Government of Canada.

AND FURTHER TAKE NOTICE THAT the further effect of such ratification would:

1. Continue in force the interests and licenses in relation to _____ First Nation Land existing as of the date of the coming into effect of the _____ *First Nation Land Code* in accordance with the *Code* and the terms or conditions of such interests and licenses;
2. Transfer to _____ First Nation the rights and obligations of Her Majesty the Queen in right of Canada as grantor of interests and licenses in _____ First Nation Land, including the power to manage _____ First Nation Land, the rights, powers and privileges of an owner, excepting title, the authority to grant interests and licenses, the authority to collect revenues and the authority to manage natural resources, in relation to _____ First Nation Land;
3. Enable _____ First Nation to prescribe the rights of locatees in possession of _____ First Nation Land;
4. Preclude the acquisition or grant of an interest or license in _____ First Nation Land except in accordance with the _____ *First Nation Land Code*; and
5. Require disputes in relation to third party interests in _____ First Nation Land to be dealt with in accordance with the dispute resolution provisions of the _____ *First Nation Land Code*.

(First Nation Letterhead)

Name
Address

Attention: (Insert Name)

RE: Ratification Vote on First Nation Land Code

Please be advised that the ____ First Nation will be conducting a Ratification Vote on (Insert Date) to adopt a Land Code developed pursuant to the *Framework Agreement on First Nations Land Management* and the *First Nations Land Management Act*. Attached you will find a summary of our proposed Land Code. If you would like a copy of the Land Code please contact (Insert Contact Information).

Upon successful ratification of the Land Code and Individual Agreement the Land Code is adopted and all agreements with Third Party Interest Holders on ____ First Nation Lands will continue to apply according to their terms and conditions until they expire. At which point, discussions, negotiations, or arrangements for new agreements will be made directly with the ____ First Nation. Notification of implementation of the Land Code will be sent to all Third Party Interest Holders.

Sincerely,

(Insert signature, name and contact information)

INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT

BETWEEN

_____ FIRST NATION

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

_____, 20__

TABLE OF CONTENTS

1. INTERPRETATION.....	3
2. INFORMATION PROVIDED BY CANADA	4
3. TRANSFER OF LAND ADMINISTRATION	5
4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION.....	5
5. OPERATIONAL FUNDING	6
6. TRANSFER OF REVENUES	6
7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION.....	7
8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS	7
9. AMENDMENTS.....	8
10. NOTICES BETWEEN THE PARTIES	8
11. DISPUTE RESOLUTION	9
12. DATE OF COMING INTO FORCE.....	9
SIGNATURE BLOCK.....	10
ANNEX "A" - FUNDING PROVIDED BY CANADA.....	11
ANNEX "B" - DETAILS FOR THE REVENUE MONIES TRANSFER.....	12
ANNEX "C" - LIST OF INTERESTS AND LICENCES GRANTED BY CANADA.....	13
ANNEX "D" - LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST NATION LANDS	14
ANNEX "E" - LIST OF OTHER MATERIAL INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENSES.....	15
ANNEX "F" - INTERIM ENVIRONMENTAL ASSESSMENT PROCESS	16
ANNEX "G" - LEGAL DESCRIPTION OF _____ FIRST NATION LAND	17

THIS AGREEMENT made in duplicate this ____ day of _____, 20__.

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

_____**FIRST NATION**, as represented by their Chief and Council (hereinafter called the “_____ First Nation” or the “First Nation”)

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, (hereinafter called “Canada”) as represented by the Minister of Indian Affairs and Northern Development (hereinafter called “the Minister”)

(the Parties)

WHEREAS the Framework Agreement on First Nation Land Management was signed by Canada and fourteen first nations in 1996 (the “Framework Agreement”) and was ratified and brought into effect by the *First Nations Land Management Act*, S.C. 1999, c. 24 (the “Act”);

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation and Canada on _____;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of _____ First Nation Land in accordance with the Framework Agreement and the Act;

AND WHEREAS clause 6.1 of the Framework Agreement and subsection 6(3) of the Act require the First Nation to enter into an individual agreement with the Minister for the purpose of providing for the specifics of the transfer of administration;

AND WHEREAS subsection 6(3) of the Act further requires that the individual agreement provide for the date and other terms of the transfer to the First Nation of Canada’s rights and obligations as grantor of interests and licenses in or in relation to the land, the environmental assessment process that will apply to projects until the enactment of applicable First Nation laws, and any other relevant matter;

AND WHEREAS clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to the First Nation;

NOW THEREFORE, in consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement,

"Act" means the *First Nations Land Management Act*, S.C. 1999, c.24, as amended;

"this Agreement" means this Individual Agreement on First Nation Land Management, including the Annexes attached hereto, and any documents incorporated by reference, all as amended from time to time;

"_____ First Nation Land" means the land to which the Land Code will apply and more specifically means the Reserves known as _____ and _____ as described in the Legal Description Report(s) referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament, but does not include the Excluded Land;

"Excluded Land" means a portion of a reserve excluded from application of the Land Code pursuant to section 7 of the Act, the description of which is set out in Legal Description Report(s) referred to in Annex "G";

"Fiscal Year" means Canada's fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

"Funding Arrangement" means an agreement between Canada and the _____ First Nation, or between Canada and a Tribal Council of which the First Nation is a member, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

"*Indian Act*" means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

"Land Code" means the _____ First Nation Land Code, developed in accordance with clause 5 of the Framework Agreement and section 6 of the Act;

"Minister" means the Minister of Indian Affairs and Northern Development and his or her duly authorized representatives;

“Operational Funding” means the resources to be provided by Canada to the _____ First Nation pursuant to clause 30.1 of the Framework Agreement to manage First Nation lands and make, administer and enforce its laws under a land code, and includes financial resources, as described in clause 27 of the Framework Agreement, to establish and maintain environmental assessment and environmental protection regimes;

“Operational Funding Formula” means the method approved by Canada for allocating to First Nations such Operational Funding as may have been appropriated by Parliament for that purpose.

- 1.2 Unless the context otherwise requires, words and expressions defined in the Framework Agreement, the Act or the *Indian Act* have the same meanings when used in this Agreement.
- 1.3 This Agreement is to be interpreted in a manner that is consistent with the Framework Agreement and the Act.
- 1.4 In the event of any inconsistency or conflict between the wording in any Article set out in the main body of this Agreement and the wording in any Annex attached hereto, the wording set out in the Article shall prevail.

2. INFORMATION PROVIDED BY CANADA

- 2.1 In accordance with clause 6.3 of the Framework Agreement, the Minister has provided the First Nation with the following information:
 - (a) a list, attached as Annex “C”, and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the _____ First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
 - (b) a list, attached as Annex D, and copies of all existing information in Canada’s possession, respecting any actual or potential environmental problems with the _____ First Nation Land; and
 - (c) a list, attached as Annex E, and copies of any other information in Canada’s possession that materially affects the interests and licences mentioned in clause 2.1(a).
- 2.2 The First Nation hereby acknowledges that it has received or been provided access to all the documents referred to in clause 2.1.

3. TRANSFER OF LAND ADMINISTRATION

- 3.1 The Parties acknowledge that, as of the date the Land Code comes into force, the First Nation shall have the power to manage the _____ First Nation Land in accordance with section 18 of the Act and clause 12 of the Framework Agreement.
- 3.2 As provided in subsection 16(3) of the Act, Canada hereby transfers to the First Nation all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to _____ First Nation Land that exist on the coming into force of the Land Code.
- 3.3 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement, the Framework Agreement and the Act, the following:
- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a license in or in relation to _____ First Nation Land; and
 - (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.
- 3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to section 39 of the Act, which provides for the continuation of the application of the *Indian Oil and Gas Act*.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

- 4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licenses referred to in clause 3.2 of this Agreement.
- 4.2 As of the date the Land Code comes into force, and in accordance with the Framework Agreement and section 18 of the Act:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement and section 38 of the Act, cease to apply and Canada retains no powers and obligations in relation to _____ First Nation Land under these provisions;
 - (b) the First Nation shall commence administering _____ First Nation Land pursuant to its Land Code.

5. OPERATIONAL FUNDING

- 5.1 In accordance with clause 30.1 of the Framework Agreement, and subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Canada shall provide Operational Funding to the _____ First Nation as indicated in Annex "A" in accordance with the Operational Funding Formula as amended from time to time.
- 5.2 The Operational Funding referred to in clauses 5.1 will be incorporated by the Parties into the _____ First Nation's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.
- 5.3 The _____ First Nation acknowledges that all obligations of Canada to fund the _____ First Nation, as required by Part V (Environment) and Part VI (Funding) of the Framework Agreement, have been addressed by the Operational Funding Formula.

6. TRANSFER OF REVENUES

- 6.1 Following the date that the Land Code comes into force, Canada shall transfer the revenue moneys referred to in section 19 of the Act and clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".
- 6.2 Revenue moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.
- 6.3 For greater certainty, the transfer of the revenue moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to ministerial loan guarantees.
- 6.4 For greater certainty, all Indian moneys deemed to be capital moneys pursuant to section 62 of the *Indian Act* are not to be transferred to the First Nation pursuant to this Agreement.

7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION

- 7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to _____ First Nation

Land that is listed or referred to in Annex "C".

7.2 The Notice of Transfer of Administration shall state that

- (a) the administration of _____ First Nation Land and Canada=s rights in _____ First Nation Land, other than title, have been transferred to the First Nation effective the date the Land Code comes into force;
- (b) the holder of the interest or license shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
- (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.

7.3 The _____ First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.

7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or license who is a member of the First Nation.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on _____ First Nation land until the coming into force of First Nation laws enacted in relation to that subject.

9. AMENDMENTS

9.1 This Agreement may be amended by agreement of the Parties.

9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

10. NOTICES BETWEEN THE PARTIES

- 10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.
- 10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:
- (a) by personal delivery, on the date upon which notice is delivered;
 - (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
 - (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.
- 10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

Canada:

Director, Lands and Trust Services
Department of Indian Affairs and Northern Development
_____ Region

[insert address of regional office]

[insert fax number for regional office]

_____ First Nation

[Insert title of recipient]

[insert address of First Nation]

[insert fax number for First Nation]

11. DISPUTE RESOLUTION

- 11.1 For greater certainty, any dispute arising from the implementation, application or administration of this Agreement may be resolved in accordance with the Dispute Resolution provisions set out in Part IX of the Framework Agreement.

12. DATE OF COMING INTO FORCE

- 12.1 The Parties acknowledge that, in order to be effective, the Land Code and this Agreement must be approved by the members of the First Nation in accordance with the Framework Agreement and the Act.
- 12.2 Articles 7, 9 and 10 of this Agreement shall come into force as of the day the First Nation and the Minister sign this Agreement.
- 12.3 The remainder of this Agreement shall come into full force and effect on the date the Land Code comes into force.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Her Majesty the Queen in right of Canada,
as represented by the Minister of Indian
Affairs and Northern Development

[Name of First Nation]

[Name of Chief]

Minister of Indian Affairs and Northern
Development

Councillor

Councillor

Councillor

ANNEX “A”
FUNDING PROVIDED BY CANADA

- (a) The Operational Funding Formula in effect for Fiscal Years 2012-2013, 2013-2014, 2014-2015, and 2015-2016 is described in the Memorandum of Understanding on Funding dated for reference the 19th day of October, 2011, between the Operational First Nation signatories to the Framework Agreement and Canada (the “MOU”).
- (b) The MOU sets out three tiers of funding levels. The _____ First Nation has been identified under a Tier _____ funding level. The amount for that Tier for Fiscal Year 2012-2013 is shown in the table below. That amount shall be prorated based on the number of months from the date that the Land Code comes into force to the end of the Fiscal Year, and the _____ First Nation shall be paid the prorated amount for that year.
- (c) As part of the Operational Funding, Transitional and Environmental Funding will be provided for the year the Land Code comes into force and for the subsequent Fiscal Year, as shown in the Table below.
- (d) The amount of Operational Funding to be paid during each of Fiscal Years 2013-2014, 2014-2015, and 2015-2016 are shown in the table below.
- (e) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after March 31, 2016 will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
2012-2013 Fiscal Year	\$ [Insert Tier funding level] (This amount shall be prorated in accordance with para. (b) above.)
2012-2013 Fiscal Year	\$75,000.00 - One Time Transitional and Environmental Funding per 1 st Fiscal Year
2013-2014 Fiscal Year	\$75,000.00 - One Time Transitional and Environmental Funding per 2 nd Fiscal Year
FISCAL years from April 1, 2013 to March 31, 2016	\$ [insert Tier funding level] per Fiscal Year
Subsequent FISCAL Years	Subject to paragraph (e) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula as amended from time to time.

ANNEX “B”

DETAILS FOR THE REVENUE MONEYS TRANSFER

1. As of the ___ day of _____, _____, Canada is holding \$_____ of revenue moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.
2. **Initial Transfer.** Within thirty (30) days of the Land Code coming into force, Canada shall transfer to the First Nation all revenue moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Canada shall, on a semi-annual basis, transfer to the First Nation any interest that is paid into the First Nation’s revenue moneys account thereafter pursuant to subsection 61(2) of the *Indian Act*. This includes any interest paid on capital moneys of the First Nation while these moneys, if any, are being held in Canada’s Consolidated Revenue Fund. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

ANNEX “C”

LIST OF INTERESTS AND LICENCES GRANTED BY CANADA

All interests and licenses granted by Canada in or in relation to the _____
First Nation Land that are recorded in the Reserve Land Register and the Surrendered and
Designated Lands Register are listed in the attached reports.

OR

All interests and licenses granted by Canada in or in relation to the _____
First Nation Land that are recorded in the Reserve Land Register and the Surrendered and
Designated Lands Register are listed in reports that are available for review at the
_____ First Nation Land Management Office located at **[enter location of
FN office]**:

- Reserve General Abstract Reports for:
Enter name and Number of reserve(s)
- Lawful Possessors Reports for:
Enter name and Number of reserve(s)
- Lease or Permits Reports for:
Enter name and Number of reserve(s)

The above reports identify all interests or licenses granted by Canada that are registered in the Indian Lands Registry System (ILRS). The following is a list of interests granted by Canada that have not been registered or are pending registration in the ILRS. Copies of these interests shall be provided to the First Nation.

[List interests]

ANNEX “D”

LIST OF ALL EXISTING INFORMATION IN CANADA’S POSSESSION RESPECTING ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST NATION LANDS

ANNEX “E”

LIST OF OTHER INFORMATION PROVIDED BY CANADA THAT MATERIALLY AFFECTS INTERESTS AND LICENSES

ANNEX “F”

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

(1) The Parties agree that the provisions on environmental assessment in this Annex are without prejudice to any subsequent environmental assessment process they may agree upon in accordance with Clause 25.1 of the Framework Agreement for incorporation in First Nation laws respecting environmental assessment. The provisions in this Annex apply until replaced by First Nation laws respecting environmental assessment.

(2) When the First Nation is considering the approval, regulation, funding or undertaking of a project on _____ First Nation Land that is not described in the exclusion list as defined in the Canadian Environmental Assessment Act (the “CEA Act”), the Council of the First Nation shall ensure that an environmental assessment of the project is carried out, at the expense of the First Nation or the proponent, in accordance with a process that is consistent with that of the CEA Act. Such assessment shall be carried out as early as practicable in the planning stages of the project before an irrevocable decision is made.

(3) The First Nation shall not approve, regulate, fund, or undertake the project unless the Council has concluded, taking into consideration the results of the environmental assessment, any economically and technically feasible mitigation measures identified as necessary during the assessment, and any public comments received during the assessment, that the project is unlikely to cause any significant adverse environmental effects or that any such effects are justifiable under the circumstances.

(4) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall ensure that all mitigation measures referred to in clause (3) are implemented at its expense or it is satisfied that another person or body will ensure their implementation. The Council shall also consider whether a follow-up program, as defined in the CEA Act, is appropriate in the circumstances and if so, shall design a follow-up program and ensure its implementation.

ANNEX “G”

LEGAL DESCRIPTION OF _____ FIRST NATION LAND

**ACCORD SPÉCIFIQUE
RELATIF À
LA GESTION DES TERRES DES
PREMIÈRES NATIONS**

ENTRE

PREMIÈRE NATION _____

ET

SA MAJESTÉ LA REINE DU CHEF DU CANADA

_____, 20__

TABLE DES MATIÈRES

1. INTERPRÉTATION	3
2. RENSEIGNEMENTS FOURNIS PAR LE CANADA	5
3. TRANSFERT DE LA GESTION DES TERRES	5
4. ACCEPTATION DU TRANSFERT DE LA GESTION DES TERRES	6
5. FINANCEMENT OPÉRATIONNEL.....	6
6. TRANSFERT DES FONDS DU COMPTE DE REVENU	7
7. AVIS AUX TIERS DU TRANSFERT DE LA GESTION.....	7
8. PROCESSUS D'ÉVALUATION ENVIRONNEMENTALE PROVISOIRE.....	8
9. MODIFICATIONS.....	8
10. AVIS.....	8
11. RÈGLEMENT DES DIFFÉRENDS.....	9
12. DATE D'ENTRÉE EN VIGUEUR.....	9
PAGE DES SIGNATURES.....	10
ANNEXE « A » - FINANCEMENT FOURNIS PAR LE CANADA	11
ANNEXE « B » - DÉTAILS DES FONDS DU COMPTE DE REVENU PAYABLES PAR LE CANADA.....	12
ANNEXE « C » - LISTE DES DROITS ET DES PERMIS OCTROYÉS PAR LE CANADA.....	13
ANNEXE « D » - LISTE DE TOUS LES RENSEIGNEMENTS EN LA POSSESSION DE CANADA EU ÉGARD À TOUS PROBLÈMES ENVIRONNEMENTAUX RÉELS OU POTENTIELS CONCERNANT LES TERRES DE LA PREMIÈRE NATION.....	14
ANNEXE « E » - LISTE DE TOUT AUTRE RENSEIGNEMENT FOURNI PAR LE CANADA QUI AFFECTE NOTABLEMENT LES DROITS ET LES PERMIS	15
ANNEXE « F » - PROCESSUS D'ÉVALUATION ENVIRONNEMENTALE PROVISOIRE.....	16
ANNEXE « G » - DESCRIPTION OFFICIELLE DES TERRES DE LA PREMIÈRE NATION.....	17

Accord fait en duplicata ce ____ jour de _____, 20__.

**ACCORD SPÉCIFIQUE
RELATIF À
LA GESTION DES TERRES DE LA PREMIÈRE NATION**

ENTRE :

PREMIÈRE NATION _____, représentée par son Chef et son Conseil (ci-après appelée «la Première nation _____» ou la «Première nation»), dûment autorisés aux termes d'une résolution du Conseil en date du _____, dont copie certifiée est annexée à chacun des originaux des présentes;

Et :

SA MAJESTÉ LA REINE DU CHEF DU CANADA (ci-après appelée «Canada», représentée par le Ministre des Affaires indiennes et du Nord canadien (ci-après appelé «Ministre»), dûment autorisé aux termes de la *Loi sur la gestion des terres des premières nations*, L.C. 1999, ch. 24;

(Ci-après appelés les «Parties»)

ATTENDU QUE l'Accord-Cadre relatif à la Gestion des Terres de Premières Nations a été signé par le Canada et quatorze Premières nations en 1996, qu'il a été ratifié et a pris effet en vertu de la *Loi sur la gestion des terres des premières nations*, L.C.1999, ch. 24;

ATTENDU QUE la Première nation a été ajoutée comme signataire de l'Accord- cadre par une adhésion signée par la Première nation et le Canada le _____;

ATTENDU QUE la Première nation et le Canada tiennent à prévoir les modalités de la prise en charge par la Première nation de la gestion des Terres de la Première nation _____ conformément à l'Accord-cadre et la Loi;

ATTENDU QUE la disposition 6.1 de l'Accord-cadre et le paragraphe 6(3) de la Loi exigent que la Première nation conclue un Accord spécifique avec le Ministre établissant les modalités du transfert de la gestion;

ATTENDU QUE le paragraphe 6(3) de la Loi exige également que l'Accord spécifique établisse la date et les autres modalités du transfert à la Première nation des droits et

obligations du Canada dans les Droits et permis octroyés par le Canada dans ou relativement aux terres, le processus d'évaluation environnementale applicable aux projets jusqu'à la promulgation des lois applicables de la Première nation et tout autre élément pertinent;

ATTENDU QUE la disposition 6.1 de l'Accord-cadre exige également que l'Accord spécifique établisse le niveau du Financement opérationnel à être accordé à la Première nation;

EN CONSÉQUENCE, considérant l'échange de promesses contenu dans le présent Accord et sujet à ses termes et conditions, les Parties conviennent de ce qui suit :

1. INTERPRÉTATION

1.1 Dans le présent Accord,

«Accord» ou «le présent Accord» signifie le présent accord spécifique (aussi appelé «accord distinct» aux termes de l'Accord-cadre) relatif à la gestion des Terres de la Première nation, incluant les annexes qui y sont jointes ainsi que tous les documents qui y sont incorporés par renvoi, le tout tel que modifié de temps à autre;

« Accord-cadre » signifie l'accord-cadre relatif à la gestion des terres des premières nations tel que défini dans la *Loi sur la gestion des terres des premières nations*;

«Année financière» signifie l'année financière du Canada tel que défini dans la *Loi sur la gestion des finances publiques* (L.R., 1985, ch. F-11), telle qu'amendée;

« Code foncier » signifie le code foncier de la Première nation de _____ élaboré conformément à la disposition 5 de l'Accord-cadre et l'article 6 de la Loi;

«Droit» signifie, au Québec, tout droit (aussi appelé «droit foncier» aux termes de l'Accord-cadre) de quelque nature que ce soit portant sur les Terres de la Première nation et, par assimilation tout droit du locataire; est cependant exclu le droit de propriété;

« Entente de financement » signifie une entente entre le Canada et la Première nation _____, ou entre le Canada et un conseil tribal dont la Première nation est membre, dans le but de fournir un financement à la Première nation, pendant la ou les Années financières identifiées dans l'entente, pour les programmes et services décrits dans l'entente;

« Financement opérationnel (aussi appelé «Financement de

fonctionnement» aux termes de l'Accord-cadre) signifie les fonds que le Canada s'engage à fournir à la Première nation de _____ en vertu de la disposition 30.1 de l'Accord-cadre pour gérer les Terres de la Première nation, édicter, administrer et appliquer les textes législatifs de la Première nation adoptés en vertu du Code foncier;

« Formule de Financement opérationnel » signifie la méthode de calcul approuvée par le Canada pour allouer le Financement opérationnel à la Première nation sur les crédits affectés à cette fin par le Parlement;

« Loi » signifie la *Loi sur la gestion des terres des premières nations* (L.R.1999, Ch. 24), telle qu'amendée;

« *Loi sur les Indiens* » signifie la *Loi sur les Indiens*. L.R.C., 1985, ch. I-5), telle qu'amendée;

« Ministre » signifie le Ministre des Affaires indiennes et du Nord canadien et ses représentants dûment autorisés;

« Terres de la Première nation de _____ » signifie les terres auxquelles le Code foncier s'applique et plus particulièrement les Réserves connues sous le nom de _____, et _____ telles que décrites au Rapport de description officielle dont il est fait référence à l'Annexe G, y compris tous les Droits afférents ainsi que les ressources qui s'y trouvent, dans la mesure où ils relèvent de la compétence fédérale, mais ne comprend pas les Terres exclues;

« Terres exclues » signifie une partie de la réserve exclue de l'application du Code foncier en vertu de l'article 7 de la Loi, et dont la description se retrouve au Rapport de description officielle dont il est fait référence à l'Annexe G.

- 1.2 À moins que le contexte ne l'exige autrement, les mots et les expressions définis dans l'Accord-cadre, la Loi ou la *Loi sur les Indiens* ont la même signification lorsqu'ils sont utilisés dans le présent Accord.
- 1.3 Le présent Accord doit être interprété de façon compatible avec l'Accord-cadre et la Loi.
- 1.4 En cas d'incompatibilité ou de conflit entre le texte de toute disposition du présent Accord et le texte de toute annexe qui lui est jointe, le texte établi dans la disposition de l'Accord l'emporte.

2. RENSEIGNEMENTS FOURNIS PAR LE CANADA

- 2.1 Conformément à la disposition 6.3 de l'Accord-cadre, le Ministre a fourni à la Première nation les renseignements suivants :
- (a) une liste jointe aux présentes comme étant l'Annexe « C » et les copies ou accès aux copies de tous les Droits et les permis octroyés par le Canada dans ou relativement aux Terres de la Première nation de _____ qui sont enregistrés dans le Registre des terres de réserve et le Registre des terres cédées ou désignées;
 - (b) une liste jointe aux présentes comme étant l'Annexe « D » et des copies de tous les renseignements en la possession du Canada concernant les problèmes environnementaux réels ou potentiels affectant les Terres de la Première nation de _____; et
 - (c) une liste jointe aux présentes comme étant l'Annexe « E » et copies de tout autre renseignement en la possession du Canada qui affecte notablement les Droits et les permis mentionnés à l'alinéa 2.1(a) du présent Accord.
- 2.2 Par la présente, la Première nation reconnaît qu'elle a reçu tous les documents référés à l'article 2.1 du présent Accord ou qu'on lui a donné l'accès à ces documents.

3. TRANSFERT DE LA GESTION DES TERRES

- 3.1 Les Parties conviennent que, à la date d'entrée en vigueur du Code foncier, la Première nation possède les pouvoirs requis pour gérer les Terres de la Première nation de _____, conformément à l'article 18 de la Loi et la disposition 12 de l'Accord-cadre.
- 3.2 Tel que prévu au paragraphe 16(3) de la Loi, le Canada transfère à la Première nation, tous les droits et obligations du Canada à l'égard des Droits et permis que le Canada a octroyés dans ou relativement aux Terres de la Première nation de _____ et existants au moment de l'entrée en vigueur du Code foncier.
- 3.3 À la date d'entrée en vigueur du Code foncier, la Première nation est responsable, en plus de ses autres responsabilités identifiées dans le présent Accord, l'Accord-cadre et dans la Loi, de ce qui suit:
- (a) la perception de tous les loyers et autres montants dus, payables ou accumulés en raison de tout instrument octroyant un Droit ou un permis dans ou relativement aux Terres de la Première nation _____; et

- (b) l'exécution de tous pouvoirs, autorités, ententes, termes et conditions en vertu des instruments référés au paragraphe a) et dont, si ce n'était du transfert, le Canada serait responsable.

3.4 Les Parties conviennent que le transfert de gestion prévu dans le présent Accord est sujet à l'article 39 de la Loi, lequel prévoit que la *Loi sur le pétrole et le gaz* continue de s'appliquer aux Terres de la Première nation.

4. ACCEPTATION DU TRANSFERT DE LA GESTION DES TERRES

4.1 La Première nation accepte, par les présentes, le transfert de la gestion des terres décrit à l'article 3 des présentes, incluant, sans restriction, le transfert de tous les droits et obligations du Canada à l'égard des Droits et permis que le Canada a octroyés et dont il est fait référence à l'article 3.2 des présentes.

4.2 À la date de l'entrée en vigueur du Code foncier et conformément à l'Accord-cadre et l'article 18 de la Loi:

- (a) les dispositions relatives à la gestion des terres de la *Loi sur les Indiens*, énumérées à la disposition 21 de l'Accord-cadre et à l'article 38 de la Loi, cessent de s'appliquer et le Canada ne conserve aucun pouvoir et aucune obligation en vertu de ces dispositions quant aux Terres de la Première nation de _____;
- (b) la Première nation gère les Terres de la Première nation de _____ conformément à son Code foncier.

5. FINANCEMENT OPÉRATIONNEL

5.1 Conformément à la clause 30.1 de l'Accord-cadre, et sous réserve de l'affectation d'un crédit par le Parlement et de l'approbation du Conseil du Trésor du Canada, le Canada fournira un Financement opérationnel à la Première nation _____ tel qu'il est indiqué à l'annexe «A», selon la Formule de financement opérationnel, telle que modifiée de temps à autre.

5.2 Le Financement opérationnel mentionné à la clause 5.1 sera intégré par les parties à l'Entente de financement de la Première nation _____ en vigueur pendant l'année où le paiement est prévu. Il est entendu que le paiement du Financement opérationnel sera assujéti aux modalités et aux conditions de l'Entente de financement à laquelle il sera intégré.

6. TRANSFERT DES FONDS DU COMPTE DE REVENU

6.1 À la date d'entrée en vigueur du Code foncier, le Canada transfère les fonds du compte de revenu mentionnés à l'article 19 de la Loi et à l'article 12.8 de

l'Accord-cadre, à la Première nation conformément aux dispositions de l'Annexe «B» du présent Accord.

- 6.2 Les fonds du compte de revenu versés aux termes de l'article 6.1 du présent Accord sont déposés dans le compte de la Première nation à l'institution financière que la Première nation désigne par écrit.
- 6.3 Il est entendu que le transfert des fonds du compte de revenu ne libère pas la Première nation de son engagement à rembourser le Canada pour toute somme payée à la suite du défaut de la Première nation ou de l'un de ses membres dans le cadre de tout prêt garanti par le Canada conformément aux termes et conditions relatifs aux garanties de prêts ministérielles.
- 6.4 Il est entendu que l'argent des Indiens qui est versé au compte en capital de la Première nation en vertu de l'article 62 de la *Loi sur les Indiens* n'est pas transféré à la Première nation en vertu du présent Accord.

7. AVIS AUX TIERS DU TRANSFERT DE LA GESTION

- 7.1 Immédiatement suivant l'approbation du Code foncier et du présent Accord par les membres de la Première nation, la Première nation envoie un avis écrit (ci-après l'«Avis du transfert de la gestion»), par courrier recommandé à chaque personne qui détient un Droit ou un permis dans ou relativement aux Terres de la Première nation _____ qui est inscrit dans la liste ou mentionné à l'Annexe «C» .
- 7.2 L'Avis du transfert de la gestion mentionnera que :
 - (a) la gestion des Terres de la Première nation _____ et les Droits du Canada dans les Terres de la Première nation _____, autre que le titre de propriété, ont été transférés à la Première nation à compter de la date de l'entrée en vigueur du Code foncier;
 - (b) la personne qui détient un Droit ou un permis paiera à la Première nation, tous les montants dus ou payables à cette date ou après cette date en vertu du Droit ou du permis; et
 - (c) à compter de cette date, la Première nation est responsable de l'exécution de tous pouvoirs, autorités, ententes, termes et conditions prévus dans l'instrument qui, sans le transfert de la gestion, aurait été la responsabilité du Canada.
- 7.3 La Première nation _____ doit fournir au Canada une copie de chacun des Avis du transfert de la gestion et une copie de chacun des accusés de réception de l'Avis du transfert de la gestion reçu par la Première nation dans les trente (30) jours de l'émission ou de la réception de ceux-ci.

- 7.4 L'obligation d'envoyer l'Avis du transfert de la gestion énoncé au présent article ne s'applique pas à l'égard d'une personne qui détient un Droit ou un permis et qui est membre de la Première nation.

8. PROCESSUS D'ÉVALUATION ENVIRONNEMENTALE PROVISOIRE

- 8.1 À compter de la date d'entrée en vigueur du Code foncier, le processus d'évaluation environnementale énoncé à l'Annexe « F » du présent Accord s'appliquera aux projets sur les Terres de la Première nation _____ jusqu'à la promulgation des lois de la Première nation en cette matière.

9. MODIFICATIONS

- 9.1 Le présent Accord peut être modifié avec le consentement des Parties.
- 9.2 Toute modification au présent Accord sera faite par écrit et signée par les représentants dûment autorisés des Parties.

10. AVIS

- 10.1 Tout avis ou autre communication officielle entre les Parties en vertu du présent Accord devra être fait par écrit et adressé à l'autre Partie à laquelle cet avis est destiné.
- 10.2 L'avis mentionné à l'article 10.1 sera effectif en utilisant l'une des méthodes suivantes et sera réputé avoir été donnée à la date spécifiée pour chacune de ces méthodes :
- (a) livré au destinataire en personne, à la date à laquelle l'avis a été livré;
 - (b) par courrier recommandé ou par messagerie, à la date à laquelle la réception de l'avis est accusée par l'autre Partie; ou
 - (c) par télécopieur ou par courrier électronique, à la date à laquelle l'avis est transmis et que la réception de cette transmission par l'autre Partie peut être confirmée ou réputée.

10.3 Les adresses des Parties aux fins de tout avis ou communication officielle sont :

Canada:

Directeur, Services fonciers et fiduciaires
Ministère des Affaires indiennes et du Nord canadien
Région _____

[insérez l'adresse du bureau régional]

[insérez le numéro du télécopieur du bureau régional]

Première nation _____

[Insérez le titre du récipiendaire]

[insérez l'adresse de la Première nation]

[insérez le numéro de télécopieur de la Première nation]

11. RÈGLEMENT DES DIFFÉRENDS

11.1 Il est entendu que tout différend découlant de la mise en œuvre, l'application ou l'administration du présent Accord peut être résolu conformément aux dispositions de règlement des différends prévues à la partie IX de l'Accord-cadre.

12. DATE D'ENTRÉE EN VIGUEUR

12.1 Les Parties reconnaissent qu'afin d'être effectifs, le Code foncier et le présent Accord doivent être approuvés par les membres de la Première nation conformément à l'Accord-cadre et à la Loi.

12.2 Les articles 7, 9 et 10 du présent Accord entrent en vigueur à la date de signature du présent Accord par la Première nation et le Ministre.

12.3 Les autres dispositions du présent Accord entrent en vigueur et sont effectives à compter de la date d'entrée en vigueur du Code foncier.

EN FOI DE QUOI, les Parties ont signé le présent Accord à la date écrite ci-dessus.

MINISTRE :

CHEF

Ministre [entrer le bloc de signature]

[Nom du Chef]

Conseiller

Conseiller

Conseiller

ANNEXE «A»

FINANCEMENT FOURNIS PAR LE CANADA

- (a) Le Financement opérationnel pour l'Année financière durant laquelle le Code foncier entre en vigueur («la première Année financière») a été calculé conformément à la Formule de Financement opérationnel. Le montant avant calcul au prorata est énoncé dans le tableau ci-dessous.
- (b) Le montant du Financement opérationnel pour la première Année financière sera calculé au prorata en se basant sur le nombre de mois à partir de la date à laquelle le Code foncier entre en vigueur jusqu'à la fin de la première Année financière.
- (c) Sous réserve de l'affectation de crédit par le Parlement et l'autorisation du Conseil du trésor du Canada, le Financement opérationnel pour les Années financières subséquentes sera calculé et fourni conformément à la Formule de Financement opérationnel, telle que modifiée de temps à autre.

FINANCEMENT OPÉRATIONNEL	
1 ^{re} Année financière	__ __ \$ (Ce montant sera calculé au prorata conformément à l'alinéa b) ci-dessus.)
Années financières subséquentes	Sous réserve du paragraphe (c) ci-dessus, le Financement opérationnel sera calculé et payé chaque Année financière en se basant sur la Formule de Financement opérationnel, telle que modifiée de temps à autre.

ANNEXE «B»

DÉTAILS DES FONDS DU COMPTE DE REVENU PAYABLES PAR LE CANADA

1. En date du ____ jour de _____, _____, le Canada détient la somme de _____ \$ à titre de fonds de revenu à l'usage et au profit de la Première nation ou de ses membres. Ce montant est indiqué pour information seulement et est sujet à changement.
2. **Transfert initial.** Dans les trente (30) jours suivant l'entrée en vigueur du Code foncier, le Canada doit transférer à la Première nation, toute somme à titre de fonds de revenu perçus, reçus ou détenus par le Canada à l'usage et au profit de la Première nation ou de ses membres.
3. **Transferts subséquents.** Le Canada doit, sur une base semestrielle, transférer à la Première nation tout intérêt subséquemment payé au compte de revenu de la Première nation conformément au paragraphe 61(2) de la *Loi sur les Indiens*, incluant, le cas échéant, tout intérêt payé au compte capital de la Première nation alors que ces sommes d'argent sont détenues dans le Trésor. Le premier transfert subséquent doit être effectué au mois d'avril ou d'octobre, le premier de ces deux mois qui suit le mois du transfert initial étant retenu.

ANNEXE «C»

LISTE DES DROITS ET DES PERMIS OCTROYÉS PAR LE CANADA

Les rapports ci-joints identifient tous les Droits et les permis octroyés par le Canada dans ou relativement aux Terres de la Première nation _____ qui sont enregistrés dans le Registre des terres de réserve et le Registre des terres cédées ou désignées.

OU

Tous les Droits et les permis octroyés par le Canada dans ou relativement aux Terres de la Première nation _____ qui sont enregistrés dans le Registre des terres de réserve et dans le Registre des terres cédées ou désignées sont identifiés dans les rapports disponibles pour examen au Bureau de la gestion des Terres de la Première nation _____ situé au **[entrer l'adresse du bureau de la PN]**:

- \$ Résumé des Rapports du registre de la réserve générale pour:
 - \$ Entrer le nom et le numéro(s) de la (ou les) réserve(s)
- \$ Rapports sur les Possesseurs légaux pour :
 - \$ Entrer le nom et le numéro(s) de la (ou les) réserve(s)
- \$ Rapports sur les baux ou les permis pour:
 - \$ Entrer le nom et le numéro(s) de la (ou les) réserve(s)

Les rapports ci-dessus mentionnés identifient tous les Droits ou permis octroyés par le Canada qui sont enregistrés dans le Système d'enregistrement des terres indiennes (SETI).

La liste suivante énumère les Droits octroyés par le Canada qui n'ont pas été enregistrés ou qui sont en attente pour être enregistrés dans le SETI. Copies de ces Droits devront être fournies à la Première nation. [\[Liste des Droits\]](#)

ANNEXE «D»

**LISTE DE TOUS LES RENSEIGNEMENTS EN LA POSSESSION DE CANADA EU
ÉGARD À TOUS PROBLÈMES ENVIRONNEMENTAUX RÉELS OU POTENTIELS
CONCERNANT LES TERRES DE LA PREMIÈRE NATION**

ANNEXE «E»

**LISTE DE TOUT AUTRE RENSEIGNEMENT FOURNI PAR LE CANADA QUI AFFECTE
NOTABLEMENT LES DROITS ET LES PERMIS**

ANNEXE «F»

PROCESSUS D'ÉVALUATION ENVIRONNEMENTALE PROVISOIRE

(1) Les Parties conviennent que les dispositions relatives à l'évaluation environnementale dans la présente Annexe sont sans préjudice à tout autre processus d'évaluation environnementale subséquent sur lequel elles pourraient s'entendre en vertu de la disposition 25.1 de l'Accord-cadre pour incorporation dans les lois de la Première nation en matière d'évaluation environnementale. Les dispositions de la présente Annexe s'appliquent jusqu'à ce qu'elles soient remplacées par les lois de la Première nation relatives à l'évaluation environnementale.

(2) Lorsque la Première nation considère l'approbation, la réglementation, le financement ou la réalisation d'un projet affectant les Terres de la Première nation _____ qui n'est pas décrit dans la liste d'exclusion telle que définie dans la *Loi canadienne sur l'évaluation environnementale* (la «*LCÉE*»), le Conseil de la Première nation doit s'assurer que l'évaluation environnementale du projet est entreprise, aux frais de la Première nation ou du promoteur, conformément à un processus compatible avec celui de la *LCÉE*. Une telle évaluation doit être entreprise aussitôt que possible durant les étapes de planification du projet avant qu'une décision irrévocable ne soit prise.

(3) La Première nation ne doit pas approuver, réglementer, financer ou réaliser un projet à moins que le Conseil ait conclu, en tenant compte des résultats de l'évaluation environnementale, de toutes mesures d'atténuation économiquement et techniquement possible identifiées comme étant nécessaire durant l'évaluation et de tous commentaires du public reçus durant l'évaluation, qu'il est peu probable que le projet ait des effets environnementaux néfastes ou que ces effets sont justifiables en vertu des circonstances.

(4) Si la Première nation approuve, réglemente, finance ou réalise le projet, la Première nation doit s'assurer que toutes les mesures d'atténuation mentionnées dans le paragraphe (3) de la présente Annexe sont mises en œuvre à ses frais ou qu'elle est satisfaite qu'une autre personne ou entité s'assurera de leur mise en œuvre. Le Conseil doit aussi considérer si un programme de suivi, tel que défini dans la *LCÉE*, est approprié étant donné les circonstances et, le cas échéant, doit concevoir un programme de suivi et assurer sa mise en œuvre.

ANNEXE «G»

DESCRIPTION OFFICIELLE DES TERRES DE LA PREMIÈRE NATION

(Insert name of FN) INDIVIDUAL AGREEMENT SUMMARY

(Insert name of FN) is one of a number of First Nations (FN) in Canada who is party to the *Framework Agreement Agreement on First Nation Land Management (Framework Agreement)*. The federal government is also a party to the agreement and ratified it through the *First Nation Lands Management Act* on June 17, 1999.

The *Framework Agreement* and legislation enable these FNs to take control over the management and administration of their reserve lands from Aboriginal Affairs and Northern Development Canada (AANDC). In order to do this each FN must enter into an Individual Agreement with AANDC. This Individual Agreement sets out the specifics of the transfer of management of reserve lands from Canada to the (Insert name of FN).

The Individual Agreement for the (Insert name of FN) is summarized as follows:

Section 1 – Interpretation

This section defines the terms that are used in the Individual Agreement, including identifying the reserve lands that will be transferred.

Description of (Insert name of FN) Land

This section identifies the lands that are subject to this Individual Agreement:

(Insert Legal Land Descriptions here as recorded in the approved Legal Land Description Report)

Section 2 – Information Provided by Canada

This section confirms that Canada has provided the (Insert name of FN) with all of the information in its possession regarding dispositions of reserve lands, environmental issues on reserve lands and any similar information. Land interests and dispositions are set out in “Annex C”.

The information collected during the Phase I Environmental Site Assessment (ESA) that was conducted in (insert date of Phase I ESA work) is summarized in “Annex D”. The environmental issues were identified in this report and an action plan for the Phase II Environmental Site Assessment is also included.

(Insert the potential areas of environmental concerns as identified in the Phase I ESA report)

This section also includes any other information in Canada's possession on monies payable, including information on any arrear of rent as the date of transfer as set out in "Annex E".

Section 3 – Transfer of Land Management

This section provides that Canada will transfer the management and control of reserve lands to the **(Insert name of FN)** on the effective date of the Individual Agreement. **(Insert name of FN)** will then begin managing and controlling its reserve lands and natural resources under its Land Code.

Section 4 – Transfer of Rights

This section transfers all of Canada's rights, obligations, powers and authorities in or under all previous interests or licenses affecting reserve lands to the **(Insert name of FN)**.

Section 5 – Operational Funding

This section obligates Canada to provide the **(Insert name of FN)** with funding and resources for managing reserve lands. The amount of funding is set out in "Annex A". The amount of FN operational funding is based upon a variety of factors as outlined in the Memorandum of Understanding on Funding (October 19, 2011) that would give **(Insert name of FN)** **(Insert the operational funding amount)** for the first fiscal year.

Section 6 – Transfer of Revenues

This section obligates Canada to transfer to the **(Insert name of FN)** any monies that it holds in trust for the use and benefit of the **(Insert name of FN)** and any revenues it receives from reserve lands. Canada will transfer to the **(Insert name of FN)** the amount of **(Insert the amount to be transferred)** that is currently held in the **(Insert name of FN)** Revenue Account. The procedures for the transfer of funds are set out in "Annex B".

Section 7 – Notice to Other Persons

This section requires Canada to notify any non-members who hold an interest in reserve land that management of the reserve lands will be transferred to the **(Insert name of FN)** and that the **(Insert name of FN)** will collect the revenues from those interests in the future. This notice must be given within thirty days of the ratification of the Land Code.

Section 8 – Interim Environmental Assessment Process

This section provides that until the **(Insert name of FN)** establishes its own Environmental Assessment process, the *Canadian Environmental Assessment Act* will

apply. The procedure for Environmental Assessments during this period is set out in “Annex F”.

Sections 9 and 10

These are standard formalities regarding this amendment of the Individual Agreement, giving formal notice and documentation.

Section 11 – Dispute Resolution

This section provides that the dispute resolution provisions of the *Framework Agreement* apply to any disputes between Canada and the **(Insert name of FN)** regarding the Individual Agreement.

Section 12 – Date of Coming into Force

This section provides that the Individual Agreement comes into force at the same time as the **(Insert name of FN)** Land Code.



SAMPLE SUMMARY OF THE COMMUNITY RATIFICATION PROCESS AND RATIFICATION OFFICER

The Community Ratification Process sets out the procedures and rules that the Ratification Officer must follow in the conduct of the Land Code Vote. The Ratification Officer is an impartial, independent contractor, with no affiliation with or to the First Nation (FN). The Ratification Officer takes their directions from the Community Ratification Process document, not from the Chief or Council, or the FN Land Department.

The Community Ratification Process sets out how an eligible voter can vote. An eligible voter is a Member of the First Nation who is 18 years of age or older on the Voting Day on which that Member votes. It outlines the way(s) in which you can vote are: 1) By mail-in ballot, or, 2) In person at a polling station(s).

The Ratification Officer will automatically send a mail-in ballot package to every off-reserve voter that they have an address for. Voters, who receive a mail-in ballot package but would rather attend a poll station and vote in person, may do so. Any voter who lives on reserve but will not be able, (or may not want) to vote in person at a poll station, can contact either the Ratification Officer (insert name) or the Assistant Ratification Officer (insert name) and arrange for a mail-in ballot package to be provided to them. Newspaper ads with the Notice of Vote will be published in various newspapers so that off-reserve voters for whom we do not have addresses for will then know who to contact to receive information and mail-in ballot packages.

The processing of the mail-in ballots and then the opening up of all of the polling stations ballot boxes and counting of the ballots will be done at the (insert name) poll station immediately after the close of the poll on the final day of voting. This process is open to the public and all FN members are invited to attend to watch the count.

Any questions that you might have related to voting procedures are to be directed to the Ratification Officer, (insert name) in (insert city and province). Her/his toll free phone number is (insert phone number here). (Insert Ratification Officer name here) is available by phone (list availability e.g. times and days of the week).



Sample Wording For Approval of Land Description Reports

Some First Nations (FN) have concerns about approving the Land Description Reports (LDR) prepared by Natural Resources Canada (NRCan), that describe the extent of the reserve that will be subject to the Land Code (LC) of the FN. The intent of the LDR is to describe the FN lands that will be subject to the LC, and are not intended to limit the FNs claim to any lands beyond those described.¹

However, if the FN desires further certainty as to the limits or application of the land description, it is recommended that the FN provide specific wording in their approval of the LDR.

Sample wording that could be used/included in the FN approval of the LDR:

"The _____ First Nation hereby resolves to accept the land description report prepared by Natural Resources Canada dated _____ solely for the purposes of the transfer of administration under the Framework Agreement and First Nations Land Management Act. This approval is without prejudice to any position that _____ First Nation may take in any court, tribunal, administrative proceeding or other process with respect to the boundaries of _____ First Nation."

OR

"The _____ First Nation do hereby resolve:

That, without prejudice to any claim of the First Nation to any other land or to any proper adjustment to the boundaries of _____ Indian Reserve No. ____, and for the sole purpose of administrative implementation of the Framework Agreement on First Nation Land Management (1996, as amended), The First Nation approves the following:

Land Description for _____ Indian Reserve No. ____, dated _____, 2015 prepared by _____ of the Surveyor General Branch

BE IT FURTHER RESOLVED that the _____ First Nation approval is provided on the basis that all acts that have been, or will be taken by the Chief and Council of the _____ First Nation in the furtherance of the processes provided for under the First Nations Land Management Act and the Framework Agreement are without prejudice to any position that the _____ First Nation may take in any court, tribunal, administrative proceeding or other processes with respect to the boundary of _____ Indian Reserve No. ____"

¹ Section 1 of the LDR (which the First Nation will receive and have the opportunity to review) further explains the intent of the LDR.



The *Framework Agreement* is clear that all issues in relation to FN Land, created by Canada during the management period under the *Indian Act* remain the responsibility of Canada (Section 50.1).

- 50.1** The First Nation will not be liable for acts or omissions of Canada or any person or entity authorized by Canada to act in relation to First Nation land that occurred before the First Nation's Land Code takes effect.

Using the example of recognized erosion of reserve boundaries, a First Nation could include wording similar to the following into their BCR approval which may be helpful in clarifying the intent of the First Nation:

“The transfer of administration under the Framework Agreement is without prejudice to the issue of past and continued erosion of First Nation natural boundaries and is considered to be addressed, in part, by section 50.1 of that Agreement.”

Sample Memo to Council to

To authorize the survey of reserve lands under the *Framework Agreement on First Nation Land Management (Framework Agreement)* and *First Nation Land Management Act (FNLMA)*

TO: Council

FROM: (Land Code Coordinator name and title)

DATE: XX

RE: **REQUEST TO SURVEY** *(Enter the description of the survey provided by Natural Resources Canada (NRCan) or the Lands Advisory Board Resource Centre (LABRC))* **UNDER THE FNLMA**

As part of the requirements under the *FNLMA*, it is the responsibility of NRCan to provide a land description of the extent of the reserve lands that will be managed under the Land Code. However, in order to prepare the land description, a survey of *(enter the description of the survey)* is required.

The survey will be contracted and managed through the LABRC, which has enabled us to select/confirm the survey companies that were approached to submit estimates for this survey. The LABRC has evaluated the estimates and has selected *(name of surveyor and company)* for the survey. The surveyor now requires permission to enter the reserve to perform the survey work.

Attached is a Band Council Resolution, for Council to consider, authorizing *(name of surveyor and company)* to enter the reserve and conduct the survey.

By authorizing this survey, we will have an up-to-date information on this portion of the boundary and a land description can now be completed for this reserve.

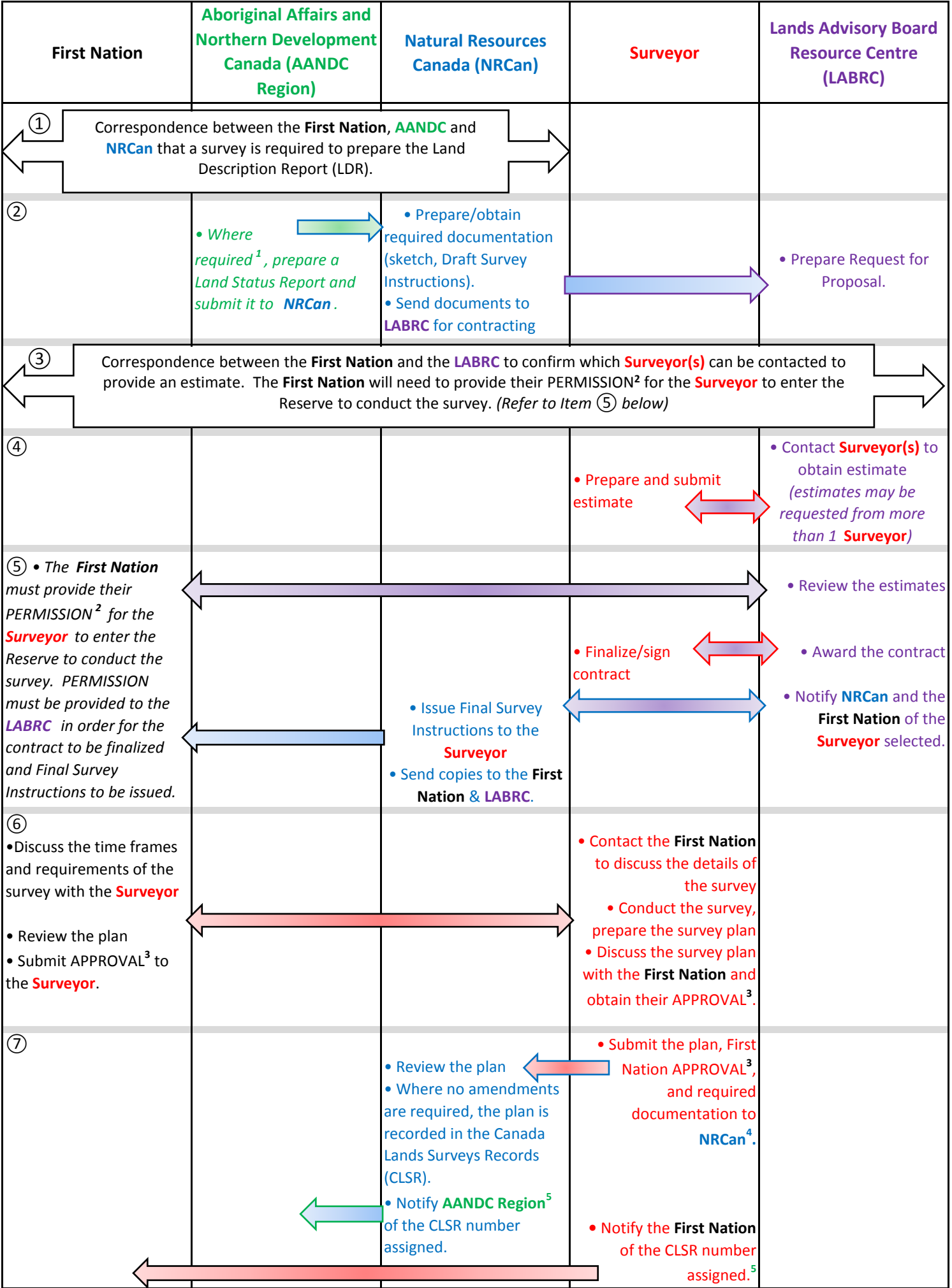
SAMPLE WORDING FOR GRANTING PERMISSION FOR THE SURVEYOR TO ENTER THE FIRST NATION RESERVE LAND TO CONDUCT SURVEYS

WHEREAS Natural Resources Canada (NRCan) is preparing the Land Description for _____ Reserve that will be subject to the Land Code of the _____ First Nation, and it was determined that a survey of ____ (enter the description of the survey) was required in order to complete the Land Description;

AND WHEREAS the survey is to be contracted out to ____ (name of surveyor and company) and the resulting survey plan may be subject to the _____ First Nation's review and approval.

THEREFORE BE IT RESOLVED that the Chief and Council of the _____ First Nation hereby grants permission for ____ (name of surveyor and company) to enter the _____ Reserve to conduct the above-mentioned survey as identified by NRCan.

The Roles and Process for an Administrative Plan (for a Developmental FNLM First Nation only)



Notes:

¹ - the Land Status Report may not be required for all surveys.

² - PERMISSION from the **First Nation** can be in any written format, but it needs to include:
(a) the name and title of the person providing permission (b) the name of the surveyor and/or company

³ - APPROVAL from the **First Nation** can be in the format of a letter or BCR, but it needs to include: (Refer to Appendix B)
(a) the name and title of the person approving the survey (b) the title of the Plan
(c) the NRCan Project number (d) the ACLS Checklist number

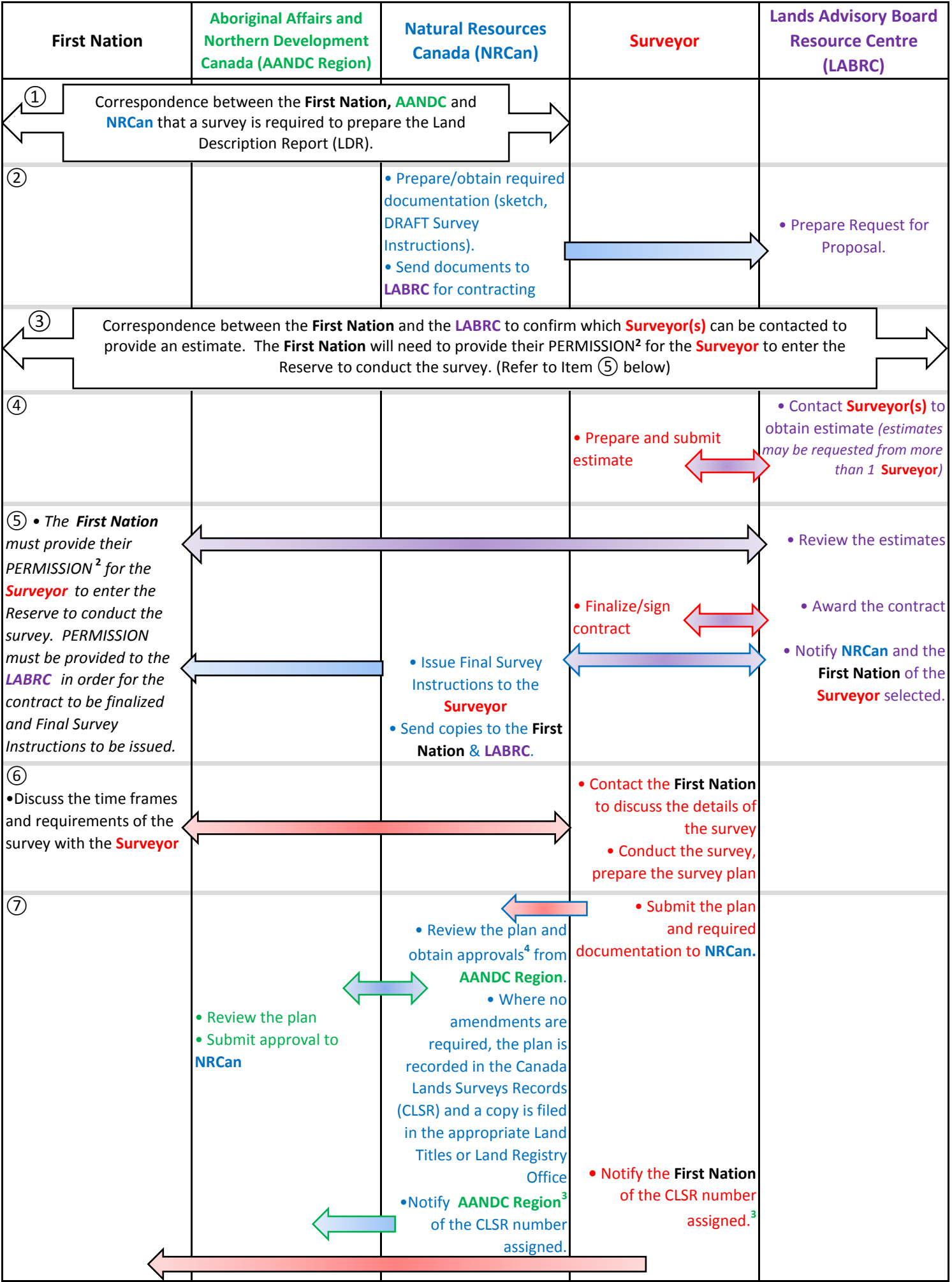
* The surveyor or the LABRC can assist with ³ (b), (c) and (d)

⁴ - The survey plan will NOT be reviewed by NRCan unless the First Nation's APPROVAL has been submitted with the plan.

⁵ - AANDC Region may also notify the First Nation of the CLSR number assigned to the plan.

This chart does not depict the Process for a survey done under the British Columbia Highways Agreement.

The Roles and Process for an Official Plan of Exterior Reserve Boundaries
(for a Developmental FNLM First Nation only)



Notes:

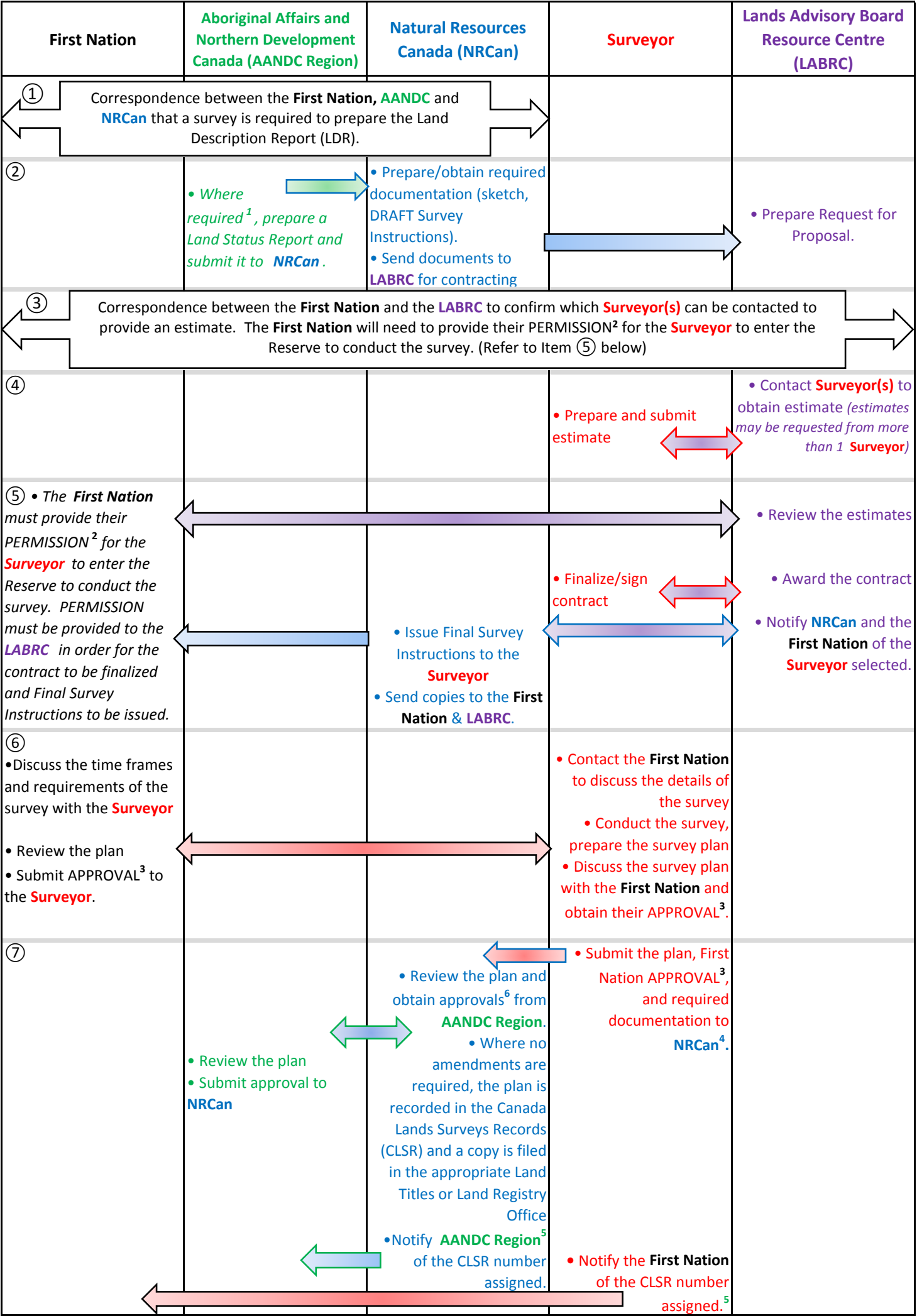
¹ - the Land Status Report may not be required for all surveys.

² - PERMISSION from the **First Nation** can be in any written format, but it needs to include:
(a) the name and title of the person providing permission (b) the name of the surveyor and/or company

³ - AANDC Region may also notify the First Nation of the CLSR number assigned to the plan.

⁴ - Where required, a copy of the plan may be sent to the Province for review and approval

The Roles and Process for an Official Plan of Interior Reserve Boundaries
(for a Developmental FNLM First Nation only)



Notes:

- ¹ - the Land Status Report may not be required for all surveys.
- ² - PERMISSION from the **First Nation** can be in any written format, but it needs to include:
(a) the name and title of the person providing permission (b) the name of the surveyor and/or company
- ³ - APPROVAL from the **First Nation** can be in the format of a letter or BCR, but it needs to include:
(a) the name and title of the person approving the survey (b) the title of the Plan
(c) the NRCan Project number (d) the ACLS Checklist number * The surveyor or the LABRC can assist with 3 (b), (c) and (d)
- ⁴ - The survey plan will NOT be reviewed by NRCan unless the First Nation's APPROVAL has been submitted with the plan.
- ⁵ - AANDC Region may also notify the First Nation of the CLSR number assigned to the plan.
- ⁶ - Where required, a copy of the plan may be sent to the Province for review and approval

Transitional First Nation – Lands Office Checklist

- ☐ Lands Department budget prepared and approved by Chief & Council
- ☐ Office space identified and equipped with computer, internet, printer and scanner
- ☐ Office furniture purchased (desk, chair, file cabinets (fire proof if budget allows), bookshelves etc.)
- ☐ Make copies of the Land Code, Individual Agreement & Outstanding Issues List and any existing plans such as a land use plan or comprehensive community plans
- ☐ Chief & Council appoints Lands Committee based up on the Land Code or other First Nation (FN) Policy
- ☐ Lands staff gain access to the First Nation Land Registry System (FNLRS)
- ☐ Seek out FNLRS training through the Lands Advisory Board Resource Centre (LABRC) or if offered, through Aboriginal Affairs and Northern Development Canada (AANDC)
- ☐ Annual or long-term work plan for Lands Department is prepared. The work plan should identify all of the laws that need to be developed and in what time frame. Sample operational FN work plans from other FNs may be found on the [LAB Website](#).
- ☐ Draft and enact the Matrimonial Real Property Law (MRP). Sample MRPs can be found on the [LAB Website](#)
- ☐ If there are pre-existing leases and/or subleases on reserve, have Chief and Council decide if they will be the approving body for any new assignments, mortgages or cancellations of subleases/leases. If they choose not to, they may delegate this to the Lands Department. This should be formally recognized in a Law/Lands Resolution and registered in the FNLRS.
- ☐ Obtain current hard and electronic copies of each of the reserves. A very good map/plan to have is the Reference Plan which shows all of the reserve boundaries, all of the recent surveys and individual lots and includes plan numbers. These plans can be ordered from your regional Natural Resource Canada (NRCan). Paper prints of reference plans are \$8 each or you may download AutoCad files directly here: <http://clss.nrcan.gc.ca/cadastraldata-donneescadastrales-eng.php>
- ☐ Create the appropriate registry forms, checklists and fee schedules for entry into the FNLRS and have them approved by Chief and Council through a Law or Lands Resolution. Examples of these types of forms may be found on the LAB Website under the FNLRS Element. You may also find examples of other FNs forms on their individual websites, such as Westbank, Tzeachten or Tseil-Waututh.

- ☐ Draft and enact an Allotment Law if your FN has Certificates of Possessions (CPs). Your FN has assumed responsibility for issuing any new CPs (or whatever they are now referred to under your FN's Land Code) once the Land Code has been ratified and reaches the effective date.
- ☐ Set up a spreadsheet/database for any new allotments, transfers etc. AANDC will no longer issue CP numbers for any new CPs (allotments) once a FN has ratified their Land Code, therefore it is necessary for the FN to track their own CPs (allotments). The spreadsheet/database should include the following information:
 - CP(allotment) number – a numbering system needs to be adopted
 - Name of CP(allotment) holder
 - Legal Description
 - Interest
 - Type of Tenure (if more than one CP holder on the lot)
- ☐ You will also need to design the CP (or whatever they are now referred to under your FN's Land Code) for any new ones that the FN may issue. For example, Tzeachten used AANDC's format so that it remains familiar to the members, the only difference is that it is not set up on legal size paper.
- ☐ Design a Lands Department filing system. The system may vary depending upon the number of CPs and registered leases/permits.
- ☐ Obtain training on how to do an encumbrance check or land status report. AANDC will no longer perform these tasks for any new band housing or land developments once a FN has ratified their Land Code.
- ☐ Design your FN's encumbrance check/land status report form and have it approved.
- ☐ Obtain copies of the Phase I Environmental Site Assessment (ESA) reports that should have been completed prior to your FN's Land Code being ratified. Review the Phase 1 ESA report to see if a Phase II ESA is recommended. AANDC will fund this project if a Phase II ESA is necessary.

Verifier Questions and Answers

1) What is a Verifier's Role?

- The Verifier ensures that all aspects of the ratification process were conducted to the satisfaction of both the First Nation and Canada as per Section 8 of the Framework Agreement.
- Section 8 outlines the monitoring and confirmation responsibilities of the Verifier to ensure that the CRP and LC documents and vote are consistent with the Framework Agreement
 - CRP
 - Land Code
- Individual Agreement

3) What is the Verifier's process?

The Verifier's process is as follows:

- **Implementation Document:**
 - First Nation and Canada appoint a Verifier
 - FN has an introductory meeting with the Verifier
 - Land Code
 - First Nation gives verifier a draft of the Land Code (When?) so the verifier can review it early on to decide whether the proposed LC conforms with the requirements of Section 5 of the Framework Agreement
 - Verifier provides FN with comments on any inconsistencies. If there are any inconsistencies then FN will need to make the changes in order for the LC to be verified,
 - Once the FN makes the Verifiers changes then the First Nation can submit that draft to the Verifier.
 - Verifier review of the draft land code completed. The Verifier can then presents the results of the review of the LC to the FN Chief & Council and LC Committee,
 - Verifier confirms compliance of the final Land Code with the Framework Agreement
 - certify that the LC is properly approved by the FN,
- **Community Ratification Process:**
 - Assist a FN regarding alternate vote procedure proposed (if necessary)

- FN provides the Verifier with its CRP document. The Verifier decides whether the First Nation's proposed community approval process conforms with Section 7 of the Framework Agreement,
- determine whether the community vote is conducted in accordance with the FN CRP and makes the final decision on any objections that either Canada or eligible voters may lodge about the ratification process,
- participate in meetings and other related events as required and will be present on voting day(s) to monitor the voting procedure, and
- FN submits the list of eligible voters to the Verifier and the Verifier determines that the list of eligible voters is current and up to date
- Verifier confirms list of eligible voters & CRP
- In a Verifier's meeting with the FN the Verifier will assist the FN in determining their official vote and an official vote date will be set
- Verifier's acceptance of vote package
- Responsible and assists FN with vote on Land Code and IA
- **Individual Agreement**
 - make a final decision to resolve any dispute regarding the specifics of the transfer of administration between Canada and the FN while the Individual Agreement is being negotiated. The Verifier does not have the authority to deal with disputes over funding;
 - Verifier completes comparison of draft legal land description (comparison to what LC and or IA)
- Verifier reports on Land Code and IA

2) Appointment of a Verifier

- Who appoints a Verifier,
 - An independent person, selected jointly by the FN and Canada, called a Verifier, will carry out the Verification Component (S.8 FAFNLM)
- How do you know who to appoint
 - The LABRC has names and bios of the Verifiers a FN can choose from
- What documents are required for the Verifier Appointment (e.g. BCR, Letter)
 - A FN notifies AANDC by letter who they recommend to be their Verifier,

- Canada will notify the FN if they agree with the recommendation or not
- If Canada agrees then the Verifier is appointed by both parties,
-

3) Section 8 VERIFICATION PROCESS

- **8.1 Where a First Nation develops a proposed land code and resolves to submit it to the community for approval, an independent person will be appointed as a verifier to monitor and verify the opting in process. The verifier will be chosen in accordance with clause 44.**
- **8.2 The representatives of the First Nation and the Minister, who have been assisting in the process of transferring administration of the land, will meet with the verifier and provide information and advice to the verifier, after consulting with their respective Parties.**
- **8.3 The First Nation will submit the following information to the verifier:**
 - a copy of the proposed land code;
 - an initial list of the names of every First Nation member who, according to the First Nation's records at that time, would be eligible to vote on whether to approve the proposed land code; and
 - a detailed description of the community approval process that the First Nation proposes to use under clause 7.
- **8.4 The verifier will:**
 - decide whether the proposed land code conforms with the requirements of clause 5;
 - decide whether the proposed community approval process conforms with the requirements of clause 7;
 - determine whether the community approval process is conducted in accordance with the process that was confirmed; and
 - certify as being valid a First Nation's land code that is properly approved by the First Nation.
- **8.5 The verifier also has the power to make a final decision to resolve:**
 - (a) any dispute regarding whether a portion of a reserve may be excluded from a land code pursuant to clause 4.4; and

- (b) any dispute regarding the specifics of the transfer of administration between Canada and the First Nation.
- 8.6 A verifier will make decisions that are consistent with clauses 4.4 and 4.5.
- 8.7 A verifier will not deal with disputes over funding.
- 8.8 Within 30 days of receiving the First Nation's information pursuant to clause 8.3, the verifier will issue a written notice to the First Nation and the Minister stating whether the proposed land code and community approval process are consistent with this Agreement.
- 8.9 The verifier will provide written reasons to the First Nation and the Minister in any case where he or she decides that the proposed land code and community approval process are not consistent with this Agreement.”



WHAT IF A NEW OR RE-SURVEY IS REQUIRED TO COMPLETE THE LAND DESCRIPTION REPORT?

Situations where a new or re-survey is required

A new survey or resurvey may be required to complete the LDR:

- Where problems with a metes and bounds description have been verified by a field investigation
- Where there are known errors in boundaries or survey plans defining the reserve boundary
- Where the description includes/excludes an unsurveyed or undescribed parcel or boundary
- Where not currently surveyed to comply with Section 7 of FNLMA... (and clause 4.4 of the *Framework Agreement*)
- Where a natural boundary has changed significantly through accretion, erosion or oxbows

A resurvey is carried out to correct known or potential errors with existing surveys.

The above situations, of where a survey is required, have been taken from the NRCan Guidelines for the preparation of Land Description Reports dated May 9, 2014.

What kind of survey or resurvey is required?

When a survey or resurvey is required there are two kinds of survey plans that can be prepared:

- Official Plan (also referred to as a Section 29 plan)
- Administrative Plan (also referred to as a Section 31 plan)

Official Plan

As a general rule, Official Plans are the surveys most often used to define or re-define the exterior/jurisdictional boundaries of a reserve. A jurisdictional boundary can mark the line between different authorities/Governments such as Federal and Provincial lands.

An Official Plan is perceived as the most reliable form of description, being that the plan is confirmed and signed by the Surveyor General or designate pursuant to Section 29 of the Canada Lands Surveys Act (CLSA). The plan also signed by the AANDC Regional Representative.



An Official Plan would be used to define:

- An exclusion from the reserve, as per Clause 4.4 of the *Framework Agreement* where the exclusion was for a pending transfer of the lands from reserve status. For example, the lands were going to be transferred to the Province for road purposes.
- The exterior boundary of the reserve, which could be a natural boundary (a lake, river, etc.).

Administrative Plan

An Administrative Plan, are the surveys most often used to create internal parcels or interests within the reserve.

The plan is:

- Not confirmed, instead it is approved and is signed by the Surveyor General or designate pursuant to Section 31 of the CLSA.
- Not approved or signed by the AANDC Regional Representative.

An Administrative plan:

- Can be used for allotments, leases and sub-leases of land for more than 10 years, or some other exclusive use of the reserve land.
- Would be used to define an exclusion from the reserve, as per Clause 4.4 of the *Framework Agreement* where the exclusion was eventually going to form part of the reserve under the Land Code (once the reason for the exclusion was no longer valid). For example, the lands were excluded due to environmental reasons, but once the area has been remedied, the lands can be included under the First Nation's Land Code.
- Will also be used in the situations (particularly in British Columbia) where the Province no longer requires certain lands for road purposes and will be closing the road, and it is the intention to add the lands to the reserve.

For further information regarding Official and Administrative Plans, and to download sample plans, [click here](#).