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**KINISTIN
SAULTEAUX
NATION**

Land Code

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November 2004

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1. PREAMBLE

Whereas Kinistin Saulteaux Nation has a profound relationship with the land that is rooted in respect for the Spiritual value of the Earth and the gifts of the Creator and has a deep desire to preserve its relationship with the land;

And Whereas the *Framework Agreement on First Nation Land Management* was entered into by Canada and fourteen First Nations, on February 12, 1996, and which was ratified on behalf of the Government of Canada by *The First Nations Land Management Act*;

And Whereas the Kinistin Saulteaux Nation has the option of withdrawing its lands from the land provisions of the *Indian Act* in order to exercise control over its lands and resources for the use and benefit of its Members, rather than having its land managed on its behalf by Canada:

And Whereas the Kinistin Saulteaux Nation wishes to exercise control over its lands and resources for the use and benefit of its Members by adhering to the *Framework Agreement on First Nation Land Management* and by having the *First Nations Land Management Act* apply to its lands.

**NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE
FUNDAMENTAL LAW OF KINISTIN SAULTEAUX NATION**

2. Title

Title

2.1 The title of this enactment is the *Kinistin Saulteaux Nation Land Code*.

3. Interpretation

Definitions

3.1 In this Land Code,

“Community Land” means any Kinistin Saulteaux Nation Land in which all Members have a common interest;

“Community Meeting” means a meeting under this Land Code to which the Members are invited to attend;

“Council” means the duly elected Chief and Council of Kinistin Saulteaux Nation;

“Eligible Voter” means, for the purpose of voting in respect of land matters

under this Land Code, a Member who has attained the age of eighteen (18) years of age;

“First Nations Land Management Act” means the *First Nations Land Management Act*, S.C., 1999, c. 24, as amended from time to time;

“First Nations Land Register” means the register established and maintained by the Department of Indian Affairs and Northern Development under the *Framework Agreement* and the *First Nations Land Management Act*;

“Framework Agreement” means the *Framework Agreement on First Nation Land Management* entered into between Canada and fourteen First Nations, on February 12, 1996, as amended to include the Kinistin Saulteaux Nation, and which has been ratified on behalf of the Government of Canada by The *First Nations Land Management Act*;

“Interest” means any interest, right or estate of any nature in or to Kinistin Saulteaux Nation Land, including a lease, easement, right of way, servitude, or a profit a prendre, but does not include title to that land;

“Immediate Relatives”, in respect of a person, means the person’s spouse and parent, sister, brother or child;

“Kinistin Saulteaux Nation Land” means any portion of the reserves referred to in Section 6 of this Land Code, including all the rights and resources that belong to the land;

“Kinistin Saulteaux Nation” or “Nation” means the Kinistin Saulteaux Nation;

“Kinistin Saulteaux Nation Land Register” means the register established and maintained by the First Nation pursuant to this Land Code;

“Licence” means any right of use or occupation of Kinistin Saulteaux Nation Land, other than an interest in that land;

“Land Law” means a land law enacted pursuant to this Land Code;

“Land Resolution” means a resolution of Council made pursuant to this Land Code to approve the granting of an Interest or Licence;

“Member” means a person whose name appears or is entitled to appear on the Kinistin Saulteaux Nation Band Membership List.

“Ratification Vote” means a vote of eligible Members to obtain community approval in accordance with section 32 and 33.

“Individual Agreement” means the Individual Agreement made between the Kinistin Sauteaux Nation and Her Majesty in right of Canada.

Gender

- 3.2 Wherever the singular and the masculine are used throughout this Land Code, the same shall be construed as meaning the plural, or the feminine or neuter where the context or the parties hereto so require.

Paramountcy

- 3.4 If there is an inconsistency between this Land Code and any other Land Law, Land Resolution or bylaw of the Kinistin Sauteaux Nation, this Land Code prevails to the extent of the inconsistency.

Culture and traditions

- 3.5 The structures, organizations and procedures established by or under this Land Code shall be interpreted in accordance with the culture, traditions and customs of the Kinistin Sauteaux Nation, unless otherwise provided.

Language

- 3.6 The language of the Kinistin Sauteaux Nation may be used to clarify the meaning of any provision in this Land Code, if the meaning of that provision is not clear in English

Non-abrogation

- 3.7 This Land Code does not abrogate or derogate from any Aboriginal, Treaty or other rights or freedoms that pertain to the Kinistin Sauteaux Nation or its Members.

Fair interpretation

- 3.8 This Land Code shall be interpreted in a fair, large and liberal manner.

Special Relationship

- 3.9 This Land Code does not abrogate the special relationship between Her Majesty and the Kinistin Sauteaux Nation and its Members.

4. Authority

Authority

- 4.1 The power of Kinistin Sauteaux Nation to govern and administer its land flows from the Creator to the people of Kinistin Sauteaux Nation, and from the people to their Chief and Council according to custom and law.

5. Purpose

Purpose

- 5.1 The purpose of this Land Code is to set out the principles, rules and structures that apply to Kinistin Sauteaux Nation lands and resources and by which Kinistin Sauteaux Nation will exercise authority in accordance with the *Framework Agreement*.

Ratification

- 5.2 The adhesion by the Nation to the *Framework Agreement* is ratified and confirmed when this Land Code comes into force by a Ratification vote.

6. Description of Kinistin Sauteaux Nation Land

Kinistin Sauteaux Nation Land

- 6.1 The following Kinistin Sauteaux Nation lands are subject to this Land Code:
- (a) The Indian Reserve Lands within the Province of Saskatchewan, Canada, in Township 42, Range 15 and 16, West of the Second Meridian and comprised of the following lands, excluding mines and minerals:
- Firstly:**
- The north ½ of projected Sections 1, 2, 3 and 4.
 - The fractional north ½ of projected Section 5
 - The fractional south ½ of projected Section 8
 - All of the projected Sections 9, 10, 11, 12, 13, 14, 15 and 16
 - The south ½ of projected Sections 21, 22, 23, and 24
- Including all intervening road allowances, all within Township 42, Range 16, West of the Second Meridian.
- Excepting thereout and therefrom:**
- A road as shown on Plan Rd 1995 recorded in the Canada Lands Surveys Records, containing an area of 3.169 hectares, more or less.
 - A road as shown on Plan Rd 1994, recorded in the Canada Lands Surveys Records, containing an area of 9.82 hectares, more or less.
 - A road as shown on Plan 55032 recorded in the Canada Lands Surveys Records, containing an area of 17.511 hectares, more or less.

Secondly:

The north ½ of section 7 and the eastern ½ and northwestern 1/4 of Section 18, Township 42, Range 16, West of the Second Meridian.

Total Lands, excluding mines and minerals, containing 3553.147 hectares,

more or less.

Mines and Minerals:

Firstly:

- * The north ½ of projected Sections 1, 2, 3 and 4.
 - * The fractional north ½ of projected Section 5.
 - * The fractional south ½ of projected Section 8.
 - * All of the projected Sections 9, 10, 11, 12, 13, 14, 15 and 16.
 - * The south ½ of projected Sections 21, 22, 23, and 24.
- Including all intervening road allowances, all within Township 42, Range 16, West of the Second Meridian.

Secondly:

The north ½ of Section 7 and the eastern ½ and northwestern ¼ of Section 18, Township 42, Range 16, West of the Second Meridian.

Excepting thereout and therefrom:

Those portions of land in the north ½ of Section 7 and the eastern ½ and northwestern ¼ of Section 18, Township 42, Range 16, West of the Second Meridian covered the waters of Spence Lake.

Total mines and minerals containing 3583.653 hectares, more or less.

- (b) the Indian Reserve Lands within the Province of Saskatchewan, Canada, in Townships 40 and 41, Range 16, West of the Second Meridian and comprised of the following lands:

- All of those portions of the north ½ of Section 27
- All those portions of Section 34.
- All those portions of the west ½ of Section 35, which are not covered by any of the waters of Kitako Lake or Lake # 5 as shown on Plan of Township 40, Range 16, West of the Second Meridian confirmed at Ottawa, on July 5, 1906.
- All those portions of the south ½ of Section 3, which are not covered by any waters of Kinistino Lake or Lake # 6 as shown on Plan of Township 41, Range 16, West of the Second Meridian confirmed at Ottawa, on September 3, 1906.

Total lands, including mines and minerals, containing 457.497 hectares, more or less.

- (c) all lands that may be set apart, after this Land Code comes into force, as reserve lands for the exclusive use and benefit of Kinistin Saulteaux Nation

7. Lands and Interests Affected

Nature of lands and interests

- 7.1 A reference to "Land" or to "Kinistin Saulteaux Nation Land" in this Land Code means all the rights and resources that belong to the land, and includes
- (a) the water, beds underlying water, riparian rights, Aboriginal and Treaty rights and renewable and non-renewable natural resources belonging to that land, to the extent that these are under the jurisdiction of Canada or the Kinistin Saulteaux Nation; and
 - (b) all the Interest and Licences granted by Her Majesty in right of Canada listed in the Individual Agreement.

8. Law-Making Powers

Council may make laws

- 8.1 The Council, upon the recommendation of the Lands Advisory Committee, may, in accordance with this Land Code, make laws respecting the development, conservation, protection, management, use and possession of Kinistin Saulteaux Nation lands, and the granting of Interests and Licences in relation to these lands. This power includes the power to make laws in relation to any matter necessary or ancillary to the making of laws in relation of Kinistin Saulteaux Nation Land.

9. Law-Making Procedure

Introduction of land laws

- 9.1 A proposed land law may be introduced by any Member at a duly convened meeting of the Council.

Explanation

- 9.2 The Council may require the Member introducing a proposed land law to explain how the law would benefit the community.
- 9.3 Following the introduction of a proposed Land Law, if not done already, the proposed Land Law shall be provided to the Lands Advisory Committee for review and comment. The Lands Advisory Committee shall provide any comments to the Council on the proposed Land Law.

Tabling and posting

of proposed land laws

- 9.4 A proposed land law shall not be approved by the Council unless it is:
- (a) introduced at a meeting of the Council held at least 30 days before the land law is to be considered for the approval of the Council
 - (b) posted in the administrative offices of the Kinistin Sauteaux Nation in a location to which the public has access and in any other public places on Kinistin Sauteaux Nation Land that the Council deems appropriate at least 21 days before the Land Law is to be considered for the approval of the Council;
 - (c) published in the community newspaper or distributed to Eligible Voters at least 10 working days before it is considered for the approval of the Council;
 - (d) reviewed by the Lands Advisory Committee; and
 - (e) in compliance with this Land Code.

Public health or safety

- 9.5 The Council may enact a land law without the preliminary steps required under section 9.4 if the Council is of the opinion that the law is needed urgently in the interests of public health and safety, however the law expires 30 days after its enactment, unless re-enacted in accordance with section 9.4.

Approval of land law by Council

- 9.6 Subject to Section 10.1, a Land Law is enacted if it has been approved by a majority of the Council at a duly convened meeting open to the Members, where a quorum of a Council is present, and a quorum of the Council vote in favour of the Land Law, or as provided in Section 13.4.

Certification of land laws

- 9.7 The original copy of any Land Law concerning Kinistin Sauteaux Nation Land shall be signed by
- (a) a quorum of the Council present at the meeting at which it was enacted; and
 - (b) the secretary of the Council, or another person designated by the Council.

10. Limits on Law-Making Power

Community approval
of land use plan, etc.

- 10.1 The following shall not be enacted by the Council unless they receive community approval by a ratification vote:
- (a) a land use plan;
 - (b) the law on community expropriation referred to in section 25;
 - (c) any law or class of law that Council, by resolution, declares to be subject to this section.

11. Publication of Land Laws

Publication

- 11.1 All land laws shall be published in the minutes of the Council.

Posting land laws

- 11.2 Within seven days after a land law has been enacted, the Council shall post a copy of the law in the administrative offices of the Kinistin Saulteaux Nation in an area to which the public has access, for a period of at least 30 days.

Registry of land laws

- 11.3 The Council shall keep, at the administration offices of Kinistin Saulteaux Nation, a register of, as well as an original copy of all land laws, including the date a Land Law was enacted, became enforceable, amended, repealed, replaced or are no longer in force.

Public Access

- 11.4 A Member, a holder of an Interest or Licence or any other person with the consent of Council may have reasonable access to the register of Land Laws during normal business hours in the administrative offices of Kinistin Saulteaux Nation.

Copies for any
person

- 11.5 A Member, a holder of an Interest or Licence or any other person with the consent of Council may obtain a copy of a land law on payment of a

reasonable fee set by Council from time to time.

12. Coming Into Force of Land Laws

Laws In force

- 12.1 A land law comes into force on the date of its enactment or such later date as specified by or under the land law.

13. Conflict of Interest

Conflict of interest

- 13.1 This section applies to

- (a) each member of the Council who is dealing with any matter before Council that is related to Kinistin Saulteaux Nation Land;
- (b) each member of the Lands Advisory Committee
- (c) each member of a dispute resolution body established under the terms of this Land Code;
- (d) each person who is an employee of the Kinistin Saulteaux Nation dealing with any matter that is related to Kinistin Saulteaux Nation Land; and
- (e) each person who is a member of a board, committee or other body of Kinistin Saulteaux Nation dealing with any matter that is related to Kinistin Saulteaux Nation Land.

Duty to report and abstain

- 13.2 A member of the Council, the Lands Advisory Committee, a dispute resolution body or an employee of the Kinistin Saulteaux Nation or member of a board, committee or other body of the Nation dealing with any matter that relates to Kinistin Saulteaux Nation Land and has any interest, financial or otherwise, in the matter being dealt with that might involve the person or his or her immediate relatives, the person shall:
- (a) disclose the interest to the Council, or the board, committee or other body as the case may be and such disclosure shall be recorded in the minutes of the meeting at which such disclosure is given; and
 - (b) not take part in any discussions or deliberations on that matter, shall leave the meeting during those discussions or deliberations

and shall not vote on that matter.

Common interests

- 13.3 This section does not apply to any Interest that is held by a Member in common with every other Member.

Meeting of eligible voters

- 13.4 If the Council is unable to vote on a proposed land law or to grant an Interest or Licence due to a conflict of interest, the Council may refer the matter to a community meeting for community approval in accordance with this Land Code.

Inability to act

- 13.5 If a quorum of the Lands Advisory Committee or of any other board, committee or other body is not attainable to vote on a matter or if an employee is unable to make a decision due to a conflict of interest, the matter shall be referred to the Council for their decision.

Special conflict Situation

- 13.6 Because of the unusual conflicts of interest possible in the community, no Members from the same Immediate Relatives may be members of the same board, committee or other body dealing with any matter that is related to Kinistin Saulteaux Nation Land.

14. Land Management Powers

- 14.1 Subject to Section 15, Kinistin Saulteaux Nation, acting through the Council and upon the recommendation of the Lands Advisory Committee, may grant the following dispositions in Kinistin Saulteaux Nation Land:
- (a) Interests and Licences including, but not limited to leases, permits, easements and rights-of-ways; and
 - (b) Permits to take resources including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

15. Limits on Interests and Licences

All dispositions in writing

- 15.1 An interest in, or Licence to use, Kinistin Saulteaux Nation Land may only be created, granted, disposed of, assigned or transferred by a written Land Resolution, recommended by the Lands Advisory Committee and approved by Council, in accordance with this Land Code.

Community approval
of disposition

- 15.2 Community approval by a Ratification Vote must be obtained for the following:
- (a) any grant or disposition of an Interest in or licence to use Kinistin Saulteaux Nation Land exceeding a term of 35 years;
 - (b) any renewal of an interest in or licence to use Kinistin Saulteaux Nation Land that extends the original term beyond 35 years; or
 - (c) any grant or disposition of any Licence relating to natural resources on community land exceeding a term of 3 years.

Allocation of lots

- 15.3 No community approval is required for the allocation of residential lots to Members

Members Existing Interests

- 15.4 Member Interests in Kinistin Saulteaux Nation Land in existence, allocated pursuant to the custom of the Kinistin Saulteaux Nation, shall continue in existence.

Grants to non-members

- 15.5 Upon the recommendation of the Lands Advisory Committee, the written consent of the Council must be obtained for any grant or disposition of an Interest in or Licence to use Kinistin Saulteaux Nation Land to a person who is not a Member.

Improper
transactions void

- 15.6 An Interest, Licence, deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which Kinistin Saulteaux Nation, a Member or any other person purports to grant, dispose of, transfer or assign an Interest in or Licence to use Kinistin Saulteaux Nation Land after the date this Land Code comes into force is void if it is not authorized pursuant to this Land Code.

16. Member Lots and Resources

Allocation of Lots

- 16.1 The allocation of available residential lots to Members and the procedures for the allocation shall be decided upon by Council, in consideration of the recommendations of the Lands Advisory Committee.

Rights to Resources

- 16.2 The allocation of an Interest in a residential lot does not entitle the Member to benefit from the resources located in, under or upon the affected Kinistin Saulteaux Nation Land.

17. Lands Advisory Committee

Committee established

- 17.1 The Council shall, by resolution, establish a Kinistin Saulteaux Nation Lands Advisory Committee to advise Council on land matters.

Composition

- 17.2 The Lands Advisory Committee shall be composed of up to 15 members, all of whom must be Eligible Voters.

Appointments by Council

- 17.3 The members of the Lands Advisory Committee shall be chosen by the Council, in accordance with this Section.

Selection law

- 17.4 The Council may enact a law to establish the procedure for the selection of the Lands Advisory Committee, including the term of office for the members.

Eligibility to be a Lands Advisory Committee Member

- 17.5 Any Eligible Voter, whether resident on or off Kinistin Saulteaux Nation Land, is eligible for selection to the Lands Advisory Committee, except for the following persons:
- (a) any person convicted of an offence that was prosecuted by way of indictment in the past 5 years;
 - (b) any person convicted of a corrupt practice in connection with an appointment, including accepting a bribe, dishonesty or wrongful conduct;
 - (c) any person declared to be mentally incompetent by a court of competent jurisdiction in Canada or otherwise; and
 - (d) any person who is a Chief or Councillor of the Kinistin Saulteaux Nation.

Vacancy of Lands Advisory Committee

- 17.6 The office of a member of the Lands Advisory Committee becomes vacant if the person, while holding office:
- (a) becomes ineligible to hold office in accordance with Section 17.5;
 - (b) dies;
 - (c) resigns;
 - (d) fails to fulfill their obligations and duties as determined by the Lands Advisory Committee;
 - (e) fails to disclose a conflict of interest in accordance with Section 13.2;
 - (f) is convicted of an Indictable offence;
 - (g) ceases to be a Member; or
 - (h) is absent for 3 consecutive meetings of the Lands Advisory Committee without being authorized to do so by the Lands Advisory Committee.

Vacancy in Term

- 17.7 Where the office of a selected member of the Lands Advisory Committee becomes vacant for more than 90 days before the date when another selection would ordinarily be held, a special selection, upon the recommendation of the Lands Advisory Committee, may be made by Council in accordance with this Land Code, as the case may be, to fill the vacancy.

Balance of term of Office

- 17.8 A member of the Lands Advisory Committee selected to fill a vacancy remains in office for the balance of the term of the member of the Land Advisory committee they are replacing.

18. Duties of the Lands Advisory Committee

Terms and Duties

- 18.1 The Council may, by resolution, establish the terms and duties of the Lands Advisory Committee members and the procedures to be followed by the Lands Advisory Committee, provided they are not inconsistent or in conflict with this Land Code.

Procedures

Kinistin Saulteaux Nation Land Code

- 18.2 The Lands Advisory Committee may make its own rules of procedure not inconsistent or in conflict with this Land Code or with those established by the Council.

Role of the Lands Advisory Committee

- 18.3 The Lands Advisory Committee shall advise the Council on the enacting of Land Laws and the granting of Interests or Licences.

Delegation of Powers

- 18.4 The Council may delegate any of its land management powers under this Land Code to the Lands Advisory Committee. Such delegation shall be in writing, must be approved by a quorum of the Council at a duly convened meeting and must be posted in the administrative offices of the Nation to which the public has access.

Development of land related policies

- 18.5 Within a reasonable time after this Land Code comes into force, the Lands Advisory Committee shall, in consultation with the community, develop policies that address the following matters:
- (a) environmental protection and assessment in relation to Kinistin Saulteaux Nation Land;
 - (b) any outstanding issues on the resolution of disputes in relation to Kinistin Saulteaux Nation Land
 - (c) land use planning; and
 - (d) any other related issues that may be of concern to the community.

Implementation of policies

- 18.6 The policies and the rules and procedures developed by the Lands Advisory Committee shall be presented to the Council for consideration and implementation as Land Laws, Land Resolutions or as amendments to this Land Code, whichever is most appropriate.

19. Meetings of the Lands Advisory Committee

Chairperson

- 19.1 The members of Lands Advisory Committee shall select a chairperson.

Functions of
the Chairperson

19.2 The functions of the Chairperson are to:

- (a) chair meetings of the Land Advisory Committee; and
- (b) report to the Kinistin Saulteaux Nation on the activities of the Lands Advisory Committee.

Alternate Chairperson

19.3 If the Chairperson is unable to perform the functions of office, either temporarily or on a long-term basis, the Lands Advisory Committee shall appoint one of the other Lands Advisory Committee members to act as or be the Chairperson.

Members Attendance

19.4 Any Member, shall, at their own expense, have the right to attend a meeting of the Lands Advisory Committee, provided they conduct themselves in an appropriate and professional manner.

20. Spousal Property Law

Development of rules
And procedures

- 20.1 The Council shall enact a spousal property law providing rules and procedures applicable on the breakdown of a marriage, to
- (a) the use, occupancy and possession of Kinistin Saulteaux Nation Land; and
 - (b) the division of interests in that land.

Enactment of rules
And procedures

20.2 The rules and procedures contained in the spousal property law shall be developed by the Lands Advisory Committee in consultation with the community.

Enactment deadline

20.3 The spousal property law must be enacted within 12 months from the date this Land Code takes effect.

General principles

20.4 For greater certainty, the rules and procedures developed by the Lands Advisory Committee under this section must respect the following general principles:

- (a) each spouse should have rights or Interests in their matrimonial home identified;
- (b) each spouse should be entitled to an undivided half interest in their matrimonial home, as a tenant in common;
- (c) the rules and procedures shall not discriminate on the basis of sex; and
- (d) only Members are entitled to hold a permanent Interest in Kinistin Saulteaux Nation Land or a charge against a permanent Interest in Kinistin Saulteaux Nation Land.

Immediate rules

20.5 In order that Members benefit immediately from the legislative authority of Council to address the issue of spousal property under this Land Code, the Council may enact a spousal property law as soon as this Land Code comes into force. As this law would be enacted before the work of the Lands Advisory Committee and the community consultation is complete, the law will expire at the end of the 12 month period after the coming into force of this Land Code, unless re-enacted, replaced or amended.

21. Registration of Interests

Duty to maintain
Duplicate register

21.1 The Council shall establish and maintain a land register, to be known as the Kinistin Saulteaux Nation Land Register, in form and content the same as the First Nations Land Register.

Enforcement of interests
and licences

21.2 An Interest or Licence in Kinistin Saulteaux Nation Land created or granted after this Land Code comes into effect is not enforceable against a third party, Kinistin Saulteaux Nation or a Member, unless it is registered in the Kinistin Saulteaux Nation Land Register.

Enforcement of mortgages
And pledges

21.3 A charge, or mortgage of a leasehold interest in Kinistin Saulteaux Nation

Land or in a building on those lands under an Interest or Licence granted after this Land Code comes into effect is not enforceable unless it is registered in the Kinistin Saulteaux Nation Land Register.

Registration of
consent or approval

- 21.4 No instrument that requires consent of the Council, or community approval at a community meeting or by a Ratification Vote, may be registered unless a certified copy of the resolution or minute of the Council or community meeting or result of the Ratification Vote that evidences the consent or approval is attached.

Duty to deposit

- 21.5 The Council shall ensure that an original copy of the following instruments is deposited in the First Nations Land Register:
- (a) any grant of an Interest or Licence in Kinistin Saulteaux Nation Land;
 - (b) any transfer or assignment of an Interest or Licence in Kinistin Saulteaux Nation Land;
 - (c) any expropriation of an Interest or Licence in Kinistin Saulteaux Nation Land by Kinistin Saulteaux Nation
 - (d) every land use plan, subdivision plan or resource use plan; and
 - (e) this Land Code and any amendment to this Land Code

Duty of member
to deposit

- 21.5 Every Member who receives an interest or licence in Kinistin Saulteaux Nation Land from another Member shall deposit an original copy of the relevant instrument in the land register maintained by the Council.

22. Transfer and Assignment of Interests

Approval of transfer

- 22.1 There shall be no transfer or assignment of an interest in Kinistin Saulteaux Nation Land without the written consent of Council.

Types of Assignments
And Transfer

- 22.2 This section applies to assignments and transfers made by instrument,

valid will or operation of law.

Restrictions on assignment or further grant

- 22.3 The grant of any Interest or Licence in Kinistin Saulteaux Nation Land shall be deemed to include a provision that the grant shall not be assigned or any other interest subsequently granted under the Interest or Licence without the written consent of the Council.

Registration

- 22.4 For greater certainty, registration of the written consent referred to in this section is still required under Section 21.

23. Limits on Mortgages and Seizures

Protections

- 23.1 In accordance with the *Framework Agreement*, Section 29, Section 87 and subsections 89(1) of the *Indian Act* continue to apply to Kinistin Saulteaux Nation Land.

Limits on mortgages

- 23.2 A leasehold interest may be subject to charge or mortgage for a term not exceeding the term of the lease.

Exception

- 23.2 The term of any charge or mortgage shall not exceed 35 years, unless it receives the written consent of the Council and community approval by a Ratification Vote has been given.

Default in mortgage

- 23.3 In the event of default in the terms of a charge or mortgage, no leasehold interest is subject to possession by the chargee or mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:
- (a) the charge or mortgage was consented to by the Council;
 - (b) the charge or mortgage was registered in the Kinistin Saulteaux Nation Land Register; and
 - (c) a reasonable opportunity to redeem the charge or mortgage is given to the Nation.

Power of redemption

23.4 If the Council exercises its power of redemption, Kinistin Saulteaux Nation becomes the lessee of the land and takes the position of the charger or mortgager for the purposes after the date of the redemption.

24. Residency and Access Rights

Right of Residence

24.1 The following persons have a right to reside on Kinistin Saulteaux Nation Lands:

- (a) Members and their spouses and children;
- (b) any invitee of a Member referred to in clause (a); and
- (c) a holder of an Interest or Licence, in accordance with the provisions of the instrument granting the Interest or Licence.

Right of Access

24.2 The following persons have a right of access to Kinistin Saulteaux Nation Lands:

- (a) a holder of an Interest or Licence and those granted a right of access under the Interest or Licence;
- (b) Members and their spouses and children;
- (c) any invitee of a holder of an Interest or Licence or Member; or
- (d) a person authorized in writing by the Council, or under a Kinistin Saulteaux Nation law.

Public Access

24.3 Any individual may have access to Kinistin Saulteaux Nation Lands for any social or business purposes, if

- (a) the individual does not trespass on occupied land or does not interfere with any Interest or Licence in land;
- (b) the individual complies with all applicable laws; and
- (c) no resolution has been enacted barring that individual from access to Kinistin Saulteaux Nation Land.

Trespass

- 24.4 Any person who resides on, enters or remains on Kinistin Saulteaux Nation Land other than in accordance with a residence or access right under this Land Code is guilty of an offence.

Civil Remedies

- 24.5 All civil remedies for trespass are preserved.

25. Taking Land For Community Purposes

Rights and interest
that may be expropriated

- 25.1 An interest or licence in Kinistin Saulteaux Nation Land, or in any right, interest or building or other structure on those lands, may only be expropriated by Kinistin Saulteaux Nation in accordance with the *Framework Agreement* and any Land Law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

- 25.2 A community expropriation may only be made for a necessary community purpose or works of Kinistin Saulteaux Nation, including but not limited to: a fire hall, sewage or water treatment facility, community centre, public works, roads, schools, day-care facility, hospitals, health-care facility, and retirement home.

Expropriation laws

- 25.3 Before proceeding to make any community expropriation in accordance with this Land Code, the Council shall make fair and reasonable laws respecting the rights and procedures for community expropriations, including laws respecting:
- (a) procedures governing expropriation, including the taking of possession, compulsory taking of possession and transfer of the right or interest, notice of expropriation and service of notice of expropriation; and
 - (b) entitlement to compensation, determination of the amount of compensation and the method of payment of compensation.

Public report

- 25.4 Before the Kinistin Saulteaux Nation decides to expropriate a right or interest, it shall make a public report on the reasons justifying the expropriation.

Rights that may not
be expropriated

- 25.5 An interest of Her Majesty the Queen in right of Canada or Saskatchewan is not subject to expropriation by Kinistin Saulteaux Nation.

Acquisition by
mutual agreement

- 25.6 The right of Kinistin Saulteaux Nation to expropriate can only be exercised after a good faith effort to acquire, by mutual agreement, rights or interests in Kinistin Saulteaux Nation Land.

Community approval

- 25.7 In the case of a Member's interest, the expropriation must receive community approval by ratification vote.

Compensation for
rights and interests

- 25.8 Kinistin Saulteaux Nation shall, in accordance with its laws and the *Framework Agreement*,
- (a) serve reasonable notice of the expropriation on each affected holder of rights or interests in the land to be expropriated; and
 - (b) pay fair and reasonable compensation to the holders of rights or interests in the expropriated land.

Compensation calculations

- 25.9 The total value of the compensation under this clause will be based on the following:
- (a) the market value of the land or interest that is acquired;
 - (b) the replacement value of any improvement to the land that is acquired;
 - (c) the damages attributable to any disturbance; and
 - (d) damages for any reduction in the value of the remaining interest.

Market value

- 25.10 The "market value" of an expropriated right or an interest is equal to the amount that would have been paid for the right or interest if it had been sold on the reserve by a willing seller and a willing buyer under no duress.

Neutral evaluation to

resolve disputes

25.11 The resolution of disputes concerning the right of the Kinistin Saulteaux Nation to expropriate shall be determined by neutral evaluation, in the same manner as provided in Part IX of the *Framework Agreement*, and the 60 day period referred to in clause 32.6 of the *Framework Agreement* shall be applied, as appropriate in the circumstances, by the neutral evaluator.

Arbitration to resolve disputes

25.12 The resolution of the following disputes shall be determined by arbitration, in the same manner as provided in Part IX of the *Framework Agreement*

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

26. Voluntary Land Exchanges and Protections

Conditions for a land exchange

26.1 Kinistin Saulteaux Nation may agree with another party to exchange a parcel of Kinistin Saulteaux Nation Land for a parcel of land from that other party in accordance with this Land Code and the *Framework Agreement*.

Negotiators

26.2 The persons who will have authority to negotiate a land exchange agreement on behalf of Kinistin Saulteaux Nation must be designated by resolution of the Council.

Community approval

26.3 Once negotiations on the land exchange agreement are concluded, the proposed agreement must be submitted for community approval by a Ratification Vote.

No effect

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

Land to be received

26.5 No land exchange may occur unless the land to be received in the exchange meets the following conditions:

- (a) it must be equal to or greater than the area of Kinistin Saulteaux Nation Land to be exchanged and it must be at least comparable to the appraised value of the Kinistin Saulteaux Nation Land; and
- (b) it must become a reserve and Kinistin Saulteaux Nation Land.

Additional land

26.6 Kinistin Saulteaux Nation may negotiate to receive one or more other parcels of land as compensation, in addition to the parcel referred to above which is intended to become a reserve. The other parcels may be held by Kinistin Saulteaux Nation in fee simple or some other manner.

Federal consent

26.7 Before Kinistin Saulteaux Nation concludes a land exchange agreement, it must receive a written statement from Canada clearly stating that Her Majesty in right of Canada

- (a) consents to set apart as a reserve the land referred to in section 26.5, as of the date of the land exchange or such later date as the Council may specify by resolution; and
- (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

26.8 Once negotiations on the land exchange agreement are concluded, the Council shall provide the following information to Eligible Voters at least 30 days before the vote:

- (a) a description of the Kinistin Saulteaux Nation Land to be exchanged;
- (b) a description of the land to be received in the exchange;
- (c) a description of any other compensation to be exchanged;
- (d) a report of a certified land appraiser setting out the conditions in section 26.5 have been met;
- (e) a copy or summary of the exchange agreement; and
- (f) a copy of the consent referred to in section 26.7

Process of land exchange

26.9 The land exchange agreement shall provide that:

- (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
- (b) the Council must pass a resolution authorizing Canada to transfer title to the Kinistin Saulteaux Nation Land being exchanged, in accordance with the exchange agreement; and
- (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nations Lands Registry.

27. Financial Controls and Accountability

Application

27.1 This section applies only to financial matters relating to Kinistin Saulteaux Nation Land.

Establishment of bank accounts

27.2 The Council shall maintain one or more financial accounts at a financial institution, that is a member institution to which the Canada Deposit Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, c. C-3, as amended, and shall deposit in those accounts

- (a) payments received from Canada for the management and administration of Kinistin Saulteaux Nation Land pursuant to the Individual Agreement or otherwise;
- (b) moneys received by Kinistin Saulteaux Nation from the grant or disposition of any Interests or Licences in Community Lands;
- (c) all fees, fines, charges and levies collected under this Land Code or a Land Law or Land Resolution;
- (d) all capital and revenue moneys received from Canada from the grant or disposition of any Interests and Licences in Kinistin Saulteaux Nation Land pursuant to the Transfer Agreement; and
- (e) any other land revenue received by Kinistin Saulteaux Nation

Signing officers

27.3 The Council shall authorize at least three persons, one of whom shall be a member of the Council, to sign cheques and other bills of exchange or

transfer drawn on the account.

Two signatures

- 27.4 To be valid, a cheque or other bill of exchange or transfer drawn on the account must be signed by two signing officers.

Fiscal year

- 27.5 The fiscal year of Kinistin Saulteaux Nation begins on April 1 of each year and ends on March 31 of the following year.

Adoption of budget

- 27.6 The Council shall, by resolution, prior to the beginning of each fiscal year, adopt a land management budget for that fiscal year and may, if the Council deems it necessary in the course of the fiscal year, adopt supplementary budgets for that fiscal year.

Procedure

- 27.7 After adoption the land management budget or supplementary budget, the Council shall, without undue delay
- (a) present the budget or supplementary budget to the Members at an annual community meeting, and
 - (b) make a copy of the budget or supplementary budget available at the administrative offices of Kinistin Saulteaux Nation for inspection by Members at reasonable hours.

If no budget

- 27.8 If the Council fails to adopt a land management budget for a fiscal year prior to the beginning of that fiscal year, the budget and any supplementary budgets of the previous fiscal year apply until a new budget is adopted.

Budget rules

- 27.9 The Council may make rules respecting the preparation and implementation of land management budgets.

Expenditures

- 27.10 The Council may not expend moneys or commit itself, by contract or otherwise, to expend moneys, unless such expenditure is authorized by or under a law or an approved budget.

Books of account
and financial records

27.11 Kinistin Sauteaux Nation shall keep books of account and financial records in accordance with Canadian generally accepted accounting principles.

Access to books
and records

27.12 A member of the Council, an Eligible Voter or any person authorized by the Council may during normal business hours of the, inspect the books of account and financial records of Kinistin Sauteaux Nation.

Offences

27.13 A person is guilty of an offence if the person

- (a) impedes or obstructs anyone from exercising their right to inspect the books or account or financial records of Kinistin Sauteaux Nation; or
- (b) has control of the books or account or financial records of Kinistin Sauteaux Nation and fails to give all reasonable assistance to any one exercising their right to inspect those books or records.

Preparation of
financial statement

27.14 Within 90 days after the end of each fiscal year, Kinistin Sauteaux Nation shall prepare a financial statement in comparative form, containing at a minimum

- (a) a balance sheet;
- (b) a statement of revenues and expenditures and a comparison of these with amounts stated in Kinistin Sauteaux Nation's budget and any supplementary budget; and
- (c) any other information necessary for a fair presentation of the financial position of the Kinistin Sauteaux Nation.

Consolidated accounts

27.15 The accounting and auditing requirements of this Land Code may be done together with, and consolidated with, the other accounts of the Kinistin Sauteaux Nation.

28. Appointment of Auditor

Appointment of
auditor

28.1 For each fiscal year, a duly accredited auditor shall be appointed by the Council for the audit of the land related financial records of Kinistin Saulteaux Nation.

Holding office

28.2 The auditor appointed under this section holds office until re-appointed, or until a new auditor is appointed

Vacancy in office

28.3 Where a vacancy occurs during the term of an auditor, the Council shall forthwith appoint a new auditor for the remainder of the former auditor's term and shall fix the auditor's remuneration.

Remuneration

28.4 The auditor's remuneration shall be fixed by the Council.

Duty of auditor

28.5 The auditor shall, within 120 days after the end of Kinistin Saulteaux Nation's fiscal year, prepare and submit to the Council, a report on Kinistin Saulteaux Nation's financial statement, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of Kinistin Saulteaux Nation in accordance with that applied in the previous fiscal year.

Access to records

28.6 In order to prepare the report on Kinistin Saulteaux Nation's financial statement, the auditor may at all reasonable times inspect the financial records, accounts, books, minutes, vouchers and receipts of Kinistin Saulteaux Nation and any person or body who administers money on behalf of Kinistin Saulteaux Nation.

Explanation of auditor's report

28.7 The Council shall present the auditor's report to the Members at a community meeting.

Making report available

28.8 The Council shall make a copy of the auditor's report available at the administrative offices of Kinistin Saulteaux Nation.

Access

28.9 A Member may have reasonable access to the auditor's report during normal business hours in the administrative offices of Kinistin Saulteaux

Nation.

Copies for members

28.10 Any Member may obtain a copy of the auditor's report on payment of a reasonable fee set by or under resolution of Council.

Copies for others

28.11 Any person who is not a Member may, with the consent of the Council, obtain a copy of the auditor's report on payment of a reasonable fee set by or under resolution of Council.

29. Rights of Eligible Voters

Rights of eligible

29.1 Each Member who is at least eighteen (18) years of age is eligible to vote at a community meeting and at a ratification vote.

30. Procedure for Community Meetings

Notice to members

- 30.1 The Council shall give notice that
- (a) specifies the date, time and place of the community meeting; and
 - (b) contains a brief description of the matters to be discussed and decided on at the community meeting.

Manner of notice

- 30.2 The notice of a community meeting must be given to the Members by
- (a) posting the notice in a public place on Kinistin Saulteaux Nation Land at least 21 days before the community meeting;
 - (b) mailing the notice to Members;
 - (c) publishing the notice in the community newspaper or distributed to Eligible Voters at least 10 working days before the meeting; and
 - (d) such additional method as the Council may consider appropriate in the circumstances.

Who may attend

30.3 All Members have a right to attend a community meeting, but other persons may attend with the permission of the Council.

Minimum for
quorum

30.4 The Council may by law or resolution establish a minimum number or percentage of Eligible Voters who are required to be present as a quorum for the purposes of making a decision at a community meeting.

Voting

30.5 Decisions are to be made by a majority vote of the Eligible Voters present at a community meeting, by show of hands or in such other method determined by a Land Law or Land Resolution.

Other meetings

30.6 The Council may schedule more than one community meeting to discuss and decide on a matter that requires a community meeting.

Other laws

30.7 For greater certainty, the Council, upon the recommendation of the Lands Advisory Committee, may make laws respecting community meetings.

31. Annual Community Meeting

Annual community
meeting

31.1 The Council, on behalf of Kinistin Saulteaux Nation, shall call and hold an annual community meeting within 60 days of the receipt of the auditor's report.

Agenda at
community meeting

31.2 The agenda for each annual community meeting of Kinistin Saulteaux Nation shall include the following:

- (a) approval of the minutes of the annual community meeting held the previous year;
- (b) annual review of land management;
- (c) presentation of the auditor's report and approval;
- (d) any other matters proposed by Council; and
- (e) new business.

Appointment of
secretary

- 31.3 The secretary to the Council, or another person designated by the Council, shall take the minutes of the annual community meeting and file copies of the minutes with the Kinistin Saulteaux Land Registry.

32. Community Approvals

Community approval by
ratification vote

- 32.1 A Ratification Vote shall be held by Kinistin Saulteaux Nation to decide whether to
- (a) approve a land use plan;
 - (b) approve a grant or disposition of an interest or licence in Kinistin Saulteaux Nation Land as required in section 15.2;
 - (c) approve a grant or disposition of resources on community lands as required in section 15.2;
 - (d) approve a charge or mortgage as required in section 23.2;
 - (e) approve the law on community expropriation referred to in section 25.3;
 - (f) approve an expropriation of a Member's interest as required in section 25.7;
 - (g) approve a voluntary exchange of Kinistin Saulteaux Nation Land;
and
 - (h) approve an amendment to this Land Code as required in section 37.

Community approval by
community meeting

- 32.2 A community meeting shall be held by Kinistin Saulteaux Nation to decide whether to enact any Land Law or Land Resolution that the Council is unable to enact pursuant to section 13.4.

Transfer Agreement
with Canada

- 32.3 An amendment to, or renewal of, the Individual Agreement with Canada

made under clause 6 of the *Framework Agreement* does not require community approval by a Ratification Vote, unless the amendment or renewal reduces the amount of funding provided by Canada.

33. Procedure for Ratification Vote

Community
Ratification Process

- 33.1 Any Ratification Vote required under this Land Code shall be conducted in substantially the same manner as the *Kinistin Saulteaux Nation Community Ratification Process*, which was used to ratify this Land Code.

No verifier

- 33.2 A verifier is not needed in any Ratification Vote, except a vote on an amendment to this Land Code.

Other laws

- 33.3 For greater certainty, the Council may make laws respecting Ratification Votes.

34. Local Dispute Resolution System

Appealable disputes

- 34.1 Matters that may be appealed are as follows:
- (a) any decision made by the Council regarding the granting of Interests and Licences;
 - (b) whether a Land Law was enacted or Land Resolution was passed in accordance with the procedures provided for in this Land Code;
 - (c) any matter regarding the allocation of residential lots to Members;
 - (d) any matter regarding residency and access rights;
 - (e) any matter regarding the holding of community meetings or obtaining community approvals; and
 - (f) any matter provided for by a Land law or Interest or Licence.

Disputes not resolved
by Council

- 34.2 If there is an appealable dispute that cannot be resolved by the Council or the Lands Advisory Committee, a Member or a non-member with an

Interest or Licence in Kinistin Saulteaux Nation Land may, in accordance with this section, appeal the dispute.

Appeal procedures

- 34.3** Subject to any Land Law, an appeal shall be made and determined in accordance with the following procedures:
- (a)** a person wishing to commence an appeal shall, within 30 days of the day the decision, act or omission being appealed was made, file a notice of appeal by forwarding to the Nation a notice of his or her appeal, along with a statutory declaration setting out the matter which the person is appealing and the grounds of the appeal;
 - (b)** within 21 days of receiving the notice of appeal a dispute resolution body shall be established in accordance with section 34.4;
 - (c)** the Council shall within 10 days of the dispute resolution body being established, forward to the dispute resolution body the following:
 - (i)** the notice of appeal and statutory declaration received from the person making the appeal; and
 - (ii)** a statutory declaration containing answers to the particulars set out in the person's statutory declaration;
 - (d)** the dispute resolution body shall within 10 days of receiving the information from the Council forward the statutory declaration received from the Council to the person making the appeal and to the Lands Advisory Committee;
 - (e)** the person making the appeal and the Lands Advisory Committee may, within 10 days of receiving the information from the dispute resolution body, forward to the dispute resolution body a statutory declaration containing answers to the particulars set out in the Council's statutory declaration;
 - (f)** the dispute resolution body may conduct such investigation or hold any hearings as it deems necessary to dispose of the appeal; and
 - (g)** the dispute resolution body may establish any procedures necessary to conduct an appeal.

Dispute resolution body

34.4 Whenever a dispute resolution body is required under the terms of this section of this Land Code it shall be composed of 5 individuals and shall be established as follows:

- (a) the Council and the person making the appeal shall each appoint two individuals within 5 days of the notice of appeal being received by the Nation
- (b) the four individuals appointed by the Council and the person making the appeal shall appoint the fifth individual. In the event the four individuals are unable to come to an agreement on the appoint of the fifth member of the dispute resolution body within 5 days of them being appointed, then the fifth individual to the dispute resolution body shall be appointed by the Lands Advisory Board established under the *Framework Agreement*.

Stay of matter

34.5 A matter appealed shall be stayed and no action taken on the matter pending the disposition of the appeal.

Improper influence

34.6 Any attempt by a person making an appeal or by an Immediate Relative of such person to improperly influence the decision of the dispute resolution body will result in the automatic rejection of the appeal.

Limitation period

34.7 The limitation period for an appeal is 30 days after the day the decision, act or omission being appealed was made.

Power on appeal

34.8 The dispute resolution body may, after hearing an appeal;

- (a) confirm or reverse the decision, in whole or in part;
- (b) substitute its own decision for the decision appealed from;
- (c) direct that an action be taken or ceased; or
- (d) refer the matter or dispute back for a new decision.

Majority decision

34.9 All decisions and actions of the dispute resolution body shall be in accordance with a majority vote.

Decision final

- 34.10 A decision of the dispute resolution body is final and binding, subject to any exception established by a Land Law.

Written decisions

- 34.11 Decisions of the dispute resolution body must be in writing, signed by the person chairing the dispute resolution body or by an officer designated by the dispute resolution body to do so.

Reasons

- 34.12 The dispute resolution body may give reasons for its decision, and shall do so in writing if a party to the proceedings requests them before, or within 14 days after, the date of the decision.

35. Indemnity and Liability Coverage

Indemnity

- 35.1 Members of the Council, the Lands Advisory Committee, the dispute resolution body and officers and employees engaged in carrying out any matter related to the administration of Kinistin Sauteaux Nation Lands are indemnified and saved harmless from all claims, liabilities and demands of any kind or nature whatsoever arising from the performance of their obligations and duties under this Land Code, Land Law or Land Resolution, provided they have not acted fraudulently or negligently in the performance of their obligations and duties.

Liability coverage

- 35.2 The Council shall arrange, maintain and pay, out of transfer payments received from Canada, insurance coverage for its officers and employees engaged in carrying out any matter related to Kinistin Sauteaux Nation Land to indemnify them against personal liability from the performance of those duties.

Extent of coverage

- 35.3 The extent of the insurance coverage shall be determined by the Council.

36. Offences

Application of the
Criminal Code

- 36.1 Unless some other procedure is provided for by a land law, the summary

conviction procedures of Part XXVII of the *Criminal Code*, as amended from time to time, apply to offences under this Land Code or under a Land Law or an Interest or Licence.

37. Amendments to Land Code

Community approval

- 37.1 All amendments to this Land Code must receive community approval by Ratification Vote to be effective.

Verifier

- 37.2 A verifier is required in any Ratification Vote on an amendment.

38. Commencement

Preconditions

- 38.1 This Land Code shall not come into force unless the community approves this Land Code and the Individual Agreement with Canada and this Land Code has been certified by the verifier pursuant to the *Framework Agreement*,

Commencement date

- 38.2 Subject to section 38.1, this Land Code shall come into force on the first day of the month following the certification of this Land Code by the verifier or on the signing of the Individual Agreement by the Minister of Indian and Northern Affairs Canada, whichever is later.