

Annex "1"

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# K'at'odeeche Land Law

**Dated for Reference February 7, 2020**

**CERTIFIED A TRUE COPY  
THIS 12<sup>th</sup> DAY OF FEBRUARY 2020**

*Miranda Debusschere*



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Table of Contents

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PREAMBLE.....4

**PART 1: PRELIMINARY MATTERS.....5**

1. Title.....5

2. Definitions.....5

3. Interpretation.....6

4. Authority to Govern .....8

5. Purpose .....9

6. Description of Kát'odeeche First Nation Reserve Land.....9

**PART 2: FIRST NATION LEGISLATION .....10**

7. Law-Making Powers .....10

8. Law-Making Procedure .....11

9. Publication of Laws and other Regulatory Instruments.....13

10. Enforcement of *Land Law* .....13

**PART 3: COMMUNITY MEETINGS AND APPROVALS.....14**

11. Participation of Members .....14

12. Participation of Eligible Voters.....14

13. Meeting of Members and Community Approval Procedure .....14

14. Community Consultation Meetings .....15

15. Member Approval .....16

**PART 4: PROTECTION OF LAND .....17**

16. Expropriation.....17

17. Voluntary Exchange of Kát'odeeche First Nation Reserve Land .....20

**PART 5: ACCOUNTABILITY .....21**

18. Conflict of Interest or Appearance of Conflict of Interest .....21

19. Financial Management.....23

20. Annual Report .....24

21. Access to Information .....25

**PART 6: LAND AND NATURAL RESOURCES ADMINISTRATION .....25**

22. Land Staff.....25

23. Lands Committee .....25

24. Implementation of the Lands Committee.....26

**PART 7: INTERESTS AND LICENCES IN LAND.....26**



VERIFIED

~~February 10~~ 2020  
*[Signature]*

25. Revenue from Land and Natural Resources ..... 26

26. Registration of Interests and Licences ..... 27

27. Limits on Interests and Licences ..... 27

28. Existing Interests ..... 28

29. New Interests and Licences ..... 28

30. Interests of Non-Members ..... 29

31. Member Interests ..... 29

32. Allocation of Land to Members ..... 29

33. Transfer and Assignment of Interests ..... 30

34. Limits on Mortgages and Seizures ..... 30

35. Residency and Access Rights ..... 31

36. Transfers on Death ..... 33

37. Family Homes and Matrimonial Interests ..... 33

**PART 8: DISPUTE RESOLUTION ..... 35**

38. Purpose ..... 35

39. Disputes ..... 35

40. Processes ..... 36

41. Roster Panel Established ..... 39

42. Impartiality of the Dispute Resolution Panel ..... 39

43. Arbitration by the Dispute Resolution Panel ..... 39

44. Powers of the Dispute Resolution Panel ..... 40

**PART 9: OTHER MATTERS ..... 41**

45. Liability ..... 41

46. Offences ..... 42

47. Revisions to Land Law ..... 42

48. Commencement ..... 43

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## Kátł'odeeche First Nation Land Law

### PREAMBLE

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**WHEREAS**, the Kátł'odeeche Got'ie (People) have lived on this land since time immemorial and are Ndéh K'éh Ts'endí'h (Keepers) of the land, who are collectively responsible, as a Nation, in carrying out this sacred duty in accordance with Dene traditional values and law. At the heart of this responsibility is the recognition of our ancestors and the role of future generations.

**AND WHEREAS**, the Kátł'odeeche First Nation is a signatory of *Treaty 8* with her Majesty the Queen in Right of Canada wherein her Majesty has been entrusted with the Kátł'odeeche First Nation Reserve Lands and resources to hold for the benefit of the Kátł'odeeche Got'ie (People);

**AND WHEREAS**, the Kátł'odeeche First Nation has the option of withdrawing their lands and resources from the provisions of the *Indian Act* in order to re-establish its own land management system for the use and benefit of the Kátł'odeeche Got'ie (People).

**AND WHEREAS**, the Kátł'odeeche First Nation became a signatory to the *Framework Agreement on First Nation Land Management* on November 9<sup>th</sup>, 2017;

**AND WHEREAS**, the Kátł'odeeche First Nation and Her Majesty the Queen in Right of Canada, on a Government to Government basis, have entered into an Individual Agreement and the Kátł'odeeche First Nation members ratified the *Kátł'odeeche Land Law*;

**AND WHEREAS**, Kátł'odeeche First Nation and Her Majesty the Queen in Right of Canada acknowledge the special relationship will continue and that the *Framework Agreement on First Nation Land Management* will not infringe on the rights and obligations as negotiated in Treaty 8;

**NOW THEREFORE**, this *Kátł'odeeche Land Law* is hereby enacted as law that governs the management of Kátł'odeeche First Nation Reserve Lands and Resources.



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**PART 1**  
**PRELIMINARY MATTERS**

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**1. Title**

Title

- 1.1 The Title of this enactment is the *Kát'odeeche First Nation Land Law*, also referred to as the *Land Law*.

**2. Definitions**

Definitions

- 2.1 The following definitions apply in this *Kát'odeeche First Nation Land Law*.

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

"Common-Law Partnership" means the relationship between two (2) persons who are cohabiting in a conjugal relationship;

"Council" means the Chief and Council of the Kát'odeeche First Nation or any successor elected government of the Kát'odeeche Got'je;

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

"Extended Family", in respect of a person, means the person's grandparent, uncle, aunt, first degree cousin, or grandchild.

"First Nation Lands Register" means the register established pursuant to clause 51 of the *Framework Agreement* and regulated by the *First Nations Land Registry Regulations*;

"Framework Agreement" means the *Framework Agreement on First Nation Land Management*, entered into between Canada and the signatory First Nations on February 12, 1996 and amended to include by adhesion Kát'odeeche First Nation on, November 9, 2017.

"Immediate Relatives" means a person's spouse, parent, sibling, or child including custom adopted children.

"Indian Act" means the *Indian Act*, R.S.C., 1985, c. I-5.



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"Individual Agreement" means the Individual Agreement providing for the specifics of the transfer of administration made between Kátł'odeeche First Nation and Canada in accordance with clause 6.1 of the *Framework Agreement*;

"Interest", in relation to Kátł'odeeche First Nation Reserve Land, means any interest, right or estate of any nature in or to that land, including a lease, easement, right of way, servitude (right of a benefit over the benefitable use of the land owned by another), or profit à prendre (the right of a person to use or share land owned by another), but does not include title to that land;

"Kátł'odeeche First Nation" means the Kátł'odeeche First Nation government and its Members;

"Kátł'odeeche First Nation Reserve Land" means the land designated as Reserve land by Her Majesty under Treaty 8 for the exclusive use and benefit of the Kátł'odeeche First Nation and that is subject to this Land Law;

"Lands Committee" means the Lands Committee established under part 6 of this Land Law;

"Licence" in relation to Kátł'odeeche First Nation Reserve Land, means any right of use or occupation of such land (such as a permit to occupy), but does not include any Interest in the Land;

"Member" means a person whose name appears or is entitled to appear on the Kátł'odeeche First Nation Band Membership List;

"Spouse" means a person who is married to another person including custom marriage and common law relationships as recognized under the *Family Law Act*, S.N.W.T. 1997, c.18.

### 3. Interpretation

#### Interpretation

#### 3.1 In this *Land Law*:

- a. the *Land Law* shall be interpreted in a fair, large and liberal manner;
- b. the word "shall" signifies an obligation that, unless this *Land Law* provides to the contrary, must be carried out as soon as practicable after this *Land Law* comes into effect or the event that gives rise to the obligation;
- c. unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";



- d. titles and headings have been inserted in the *Land Law* for convenience of reference only, and are not interpretive aids;
- e. unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;
- f. unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;
- g. all references to a time period of days means consecutive days and not business days;
- h. where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a Kát'odeeche First Nation, Federal or Territorial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;
- i. where the time limited for carrying out an action in the Kát'odeeche First Nation administration building falls on a day when the office is not open, the action may be done on the next day that the office is open;
- j. where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and
- k. the principles set out in the Preamble to this *Land Law* may be used to interpret this *Land Law*.

Culture and Traditions

3.2 The structures, organizations and procedures established by or under this *Land Law* shall be interpreted in accordance with the culture, traditions and customs of the Kát'odeeche First Nation.

Language

3.3 The language of the Kát'odeeche First Nation may be used to clarify the meaning of any provision in this *Land Law*, if the meaning of that provision is not otherwise clear in English.

Consistency with Framework Agreement

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



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Paramountcy

3.5 If there is an inconsistency or conflict between this *Land Law* and any other enactment of the Kát'odeeche First Nation, including a by-law enacted under section 81 of the *Indian Act*, this *Land Law* prevails to the extent of the inconsistency or conflict.

Rights not Affected

- 3.6 This *Land Law* does not change:
- a. any Aboriginal, Treaty, Inherent rights or other rights or freedoms that pertain now or in the future to the Kát'odeeche First Nation; or
  - b. the fiduciary relationship between Canada and Kát'odeeche First Nation; or
  - c. the powers of Council pursuant to the *Indian Act*.

Lands and Interests Affected

- 3.7 A reference to Kát'odeeche First Nation Reserve Land in this *Land Law* includes all interests and rights, as well as the resources that adhere to such lands to the extent these are under the jurisdiction of Canada and are part of such lands, and includes:
- a. the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of Kát'odeeche First Nation Reserve Land, to the extent that these are under the jurisdiction of Canada;
  - b. all the Interests and Licences granted by Canada listed in the Individual Agreement; and
  - c. all the Interests and Licences granted by Kát'odeeche First Nation in Kát'odeeche First Nation Reserve Land after this *Land Law* comes into effect.

Eligible Reserve Land

3.8 Only land that is Kát'odeeche First Nation Reserve Land is eligible to be governed by Kát'odeeche First Nation under this *Land Law*.

**4. Authority to Govern**

Origin of Authority

4.1 The traditional teachings of the Kát'odeeche Got'je speak of the obligation to care, respect and protect the land given to them by the Nóhtsj (Creator). By enacting this *Land Law*, the Kát'odeeche First Nation is reclaiming this special responsibility in relation to Kát'odeeche First Nation Reserve Land.





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Flow of Authority

4.2 The authority of the Kát'odeeche First Nation to govern its lands and resources flows from the Nóhtsj to the people of the Kát'odeeche First Nation, and from the people to Council according to the culture, traditions, customs and laws of the Kát'odeeche Got'je.

**5. Purpose**

Purpose

5.1 The purpose of this *Land Law* is to set out the principles, rules and administrative structures that apply to Kát'odeeche First Nation Reserve Land by which the Kát'odeeche First Nation will exercise authority over those lands and resources in accordance with the Framework Agreement.

**6. Description of Kát'odeeche First Nation Reserve Land**

Kát'odeeche First Nation Reserve Land

6.1 The Kát'odeeche First Nation Reserve Land that is subject to this *Land Law* is the Land described in Appendix "G" of the Individual Agreement, as amended from time to time, and any other reserve Lands or Interests of the Kát'odeeche First Nation that are made subject to this *Land Law* by resolution or Ministerial order.

Addition to Kát'odeeche First Nation Reserve Land

6.2 In accordance with any request made by the Kát'odeeche First Nation Land Law, the Minister may, by order, set apart as a reserve, for the use and benefit of the Kát'odeeche First Nation, any lands the title to which is vested in Canada, and provide in the order that the lands are Kát'odeeche First Nation Reserve Land.

Application of Land Code

6.3 Before the lands are transferred to Canada by the Kát'odeeche First Nation or a third party for the purpose of being set apart as a reserve, or before the lands are set apart as a reserve, the Kát'odeeche First Nation may, in accordance with its *Land Law*:

- a. grant interests or land rights in and licences in relation to the lands, and
- b. enact zoning or other laws within the scope of the Framework Agreement in relation to the lands;

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



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Amendment to the Description of Land

- 6.4 As of the date of any resolution or Ministerial order adding land to Kátł'odeeche First Nation, the description of the Kátł'odeeche First Nation Reserve Land in the *Land Law* will be deemed to be amended to add to the description of the Kátł'odeeche First Nation Reserve Land set out in the resolution or order.

Additional Lands

- 6.5 Council shall hold a meeting of Members prior to the amendment of the description of Kátł'odeeche First Nation Reserve Land subject to this *Land Law*.

## PART 2 FIRST NATION LEGISLATION

### 7. Law-Making Powers

Council may make Laws

- 7.1 Council may, in accordance with this *Land Law*, make laws respecting:
- a. the development, conservation, protection, management, use and possession of Kátł'odeeche First Nation Reserve Land;
  - b. Interests and Licences in relation to Kátł'odeeche First Nation Reserve Land; and
  - c. any matter necessary or ancillary to the making of laws in relation to the Kátł'odeeche First Nation Reserve Land.

Examples of Laws

- 7.2 Without limiting the scope of the jurisdictions and authorities under 7.1, Council may make laws concerning:
- a. regulation, control and prohibition of zoning, land use, subdivision control and land development;
  - b. the creation, regulation and prohibition of Interests and Licences in relation to Kátł'odeeche First Nation Reserve Land;
  - c. environmental assessment and protection;
  - d. provision of local services in relation to Kátł'odeeche First Nation Reserve Land and the imposition of reasonable user charges;
  - e. peace, safety, and the observance of law and order on Kátł'odeeche First Nation Reserve Land;



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- f. enforcement of laws and regulatory instruments; and
- g. provision of services for the resolution, outside the judicial courts, of disputes in relation to Kát'odeeche First Nation Reserve Land.

Regulatory Instruments

7.3 Council may make other regulatory instruments including, but not limited to rules, regulations, standards, codes and policies respecting Kát'odeeche First Nation Reserve Land.

**8. Law-Making Procedure**

Introduction of Laws

- 8.1 A proposed law or other regulatory instrument to be made pursuant this *Land Law* may be introduced at a duly convened meeting of Council by:
- a. the Chief;
  - b. a Councillor; or
  - c. the representative of the Lands Committee, or other body or authority composed of Members, that may be authorized by Council to do so.

Rationalization of Proposed Laws

8.2 The person introducing a proposed law or other regulatory instrument shall provide a written explanation of the reason for the proposed law or other regulatory instrument.

Lands Committee Review

8.3 Council shall refer a proposed law or other regulatory instrument to the Lands Committee for review and comment.

Procedure upon Receipt of Proposed Law

- 8.4 Upon receipt of a proposed law or other regulatory instrument, Council may:
- a. table the proposed law or other regulatory instrument for further review or for enactment;
  - b. request that the proponent provide further information or attend before a future meeting of Council to speak to the proposed law or other regulatory instrument;
  - c. undertake or direct the preparation of a revised draft of the law or other regulatory instrument to address matters raised in the review of the proposed law or other regulatory instrument for further consideration by Council; or



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Sept. 23 2020

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February 10 2020

- d. reject the proposed law or other regulatory instrument.

Tabling and Posting of Proposed Laws

- 8.5 Before a proposed law or other regulatory instrument may be enacted, Council shall:
  - a. table the proposed law or other regulatory instrument at a duly convened meeting of Council;
  - b. post the proposed law or other regulatory instrument in public places and publish it online;
  - c. deposit the proposed law or other regulatory instrument with the Lands Committee;
  - d. review comments and recommendations on the proposed law or other regulatory instrument provided by the Lands Committee; and
  - e. take any other steps to give notice of the proposed law or other regulatory instrument that Council may consider appropriate.

Urgent Matters

- 8.6 Council may enact a law or other regulatory instrument without the preliminary steps required under sections 8.1 through 8.5 if Council is of the opinion that the law or other regulatory instrument is needed urgently for public health and safety or to protect Kát'odeeche First Nation Reserve Land or the Members, provided that a law or other regulatory instrument enacted under this section 8.6 expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

Approval of Laws

- 8.7 A law or other regulatory instrument enacted under this *Land Law* may be approved by a quorum of Council at a duly convened meeting of Council open to the Members.

Certification of Laws

- 8.8 The original copy of any approved law or other regulatory instrument concerning Kát'odeeche First Nation Reserve Land shall be signed by a quorum of Council.

Land laws taking effect

- 8.9 A law or other regulatory instrument enacted by Council takes effect on the date of its enactment or such later date as specified by Council at the time of enactment.



## 9. Publication of Laws and other Regulatory Instruments

### Publication

- 9.1 A law or other regulatory instrument made pursuant to this *Land Law* shall be:
- published in the minutes of the Council meeting at which it was enacted;
  - posted, as soon as practicable after enactment, in a location within the administrative office of Kát'odeeche First Nation, where it is accessible to all Members;
  - published online; and
  - published by any additional method as Council may consider appropriate.

### Registry of Laws

- 9.2 Council shall cause to be kept, at the administrative offices of the Kát'odeeche First Nation, a register of all laws or other regulatory instruments made pursuant to this *Land Law*, including laws and other regulatory instruments that have been repealed or are no longer in force.

### Copies for any Person

- 9.3 Any person may obtain a copy of a law or other regulatory instrument made pursuant to this *Land Law*.

## 10. Enforcement of *Land Law*

### Enforceability of *Land Law*

- 10.1 To enforce the *Land Law* and laws or other regulatory instrument made pursuant to the *Land Law*, Kát'odeeche First Nation shall have the power to:
- establish offences that are punishable on summary conviction;
  - provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;
  - establish comprehensive enforcement procedures consistent with Federal and Territorial law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
  - enter into agreements with Territorial or municipal governments with respect to any matter concerning the enforcement of the *Land Law*, and any law or other regulatory instrument made pursuant to the *Land Law*.



- e. provide for the collection of non-tax debts, fees or charges owed to Kát'odeeche First Nation using taxation collection remedies made under the Kát'odeeche taxation laws, if the First Nation has enacted taxation laws or by-laws under another act of Parliament.

Agreement for Recovery of Fines

- 10.2 Kát'odeeche First Nation may enter into agreements with other governments or government agencies to collect any fines, debts, fees or other penalties imposed by its *Land Law* or other First Nation laws.

Collecting Fines and Prosecuting Offences

- 10.3 For the purpose of collecting fines and prosecuting offences under the *Land Law*, or any law or other regulatory instrument made pursuant to the *Land Law*, Kát'odeeche First Nation may:
  - a. retain its own prosecutor;
  - b. enter into an agreement with the Territory to arrange for a Territorial prosecutor;
  - c. make laws with respect to the appointment and authority of a Justice of the Peace.

**PART 3**  
**COMMUNITY MEETINGS AND APPROVALS**

**11. Participation of Members**

Participation of Members

- 11.1 Every Kát'odeeche First Nation Member is entitled to participate in all meetings of members.

**12. Participation of Eligible Voters**

Participation of Eligible Voters

- 12.1 Every Eligible Voter of the Kát'odeeche First Nation is entitled to participate in community approvals.

**13. Meeting of Members and Community Approval Procedure**

Notice of Meeting

- 13.1 Council shall give written notice of the meeting of Members and any matter requiring community approval at a meeting of Members, and include in the notice:
  - a. the date, time and place of the meeting;



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- b. a brief description of the matter to be discussed;
- c. a brief description of any matter that requires community approval; and
- d. other information and material that Council considers appropriate.

Manner of Notice

- 13.2 The notice shall be given to the Members before the meeting or vote, by:
- a. posting the notice in public places;
  - b. providing the notice to Members and taking reasonable steps to locate and inform Members who reside on and off Kát'odeeche First Nation Reserve Land;
  - c. posting the notice online; and
  - d. additional methods Council considers appropriate.

Permission of Council

- 13.3 A person who is not a Member may be authorized by Council to attend a meeting of Members concerning a matter under consideration under this *Land Law*.

Informed Decision

- 13.4 Council may schedule more than one meeting of Members as may be necessary to ensure that Members are well informed before making a decision on a matter under consideration under this *Land Law*.

**14. Community Consultation Meetings**

Community Consultation Meetings

- 14.1 Council shall call a consultation meeting of Members prior to:
- a. enacting a law or other regulatory instrument respecting a community plan or subdivision plan;
  - b. making a decision regarding any development affecting a heritage site or an environmentally sensitive property;
  - c. enacting a law or other regulatory instrument respecting environmental assessment and protection;
  - d. enacting a law or other regulatory instrument respecting the transfer and assignment of rights and Interests in Kát'odeeche First Nation Reserve Land;
  - e. enacting a law respecting family homes and matrimonial interests on Kát'odeeche First Nation Reserve Land;



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- f. enacting a law or other regulatory instrument respecting the rate and criteria for the payment of fees or rent for Kát'odeeche First Nation Reserve Land;
- g. enacting a law or other regulatory instrument respecting the rights and procedures on community expropriation of Kát'odeeche First Nation Reserve Land; and;
- h. respecting any other matter that Council, by Resolution, declares to be subject to this section.
- i. Any proposed law or other regulatory instrument under this Land Law that Council is required or decides to take to Members.

No Quorum

14.2 No quorum or minimum level of participation is required at a community consultation meeting of Members.

**15. Member Approval**

Member Approval

15.1 Member approval shall be obtained for the following:

- a. any master land use plan;
- b. any new grant or disposition of an Interest or Licence in any Kát'odeeche First Nation Reserve Land exceeding a term of fifty (50) years;
- c. any renewal of a grant or disposition of an Interest or Licence in any Kát'odeeche First Nation Reserve Land that extends the original term beyond fifty (50) years;
- d. any grant or disposition of any non-renewable natural resources on any Kát'odeeche First Nation Reserve Land exceeding a term of five (5) years;
- e. any removal of a heritage site or environmentally sensitive property designation;
- f. any voluntary exchange of Kát'odeeche First Nation Reserve Land; and
- g. any other matter, law or class of law that Council, by resolution, declares to be subject to this section

Utility Permits Excepted

15.2 Member approval is not required for an easement, right of way, or permit granted by Council for utilities, including telecommunications, water, electricity, natural gas, sewer services and ancillary services.





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Method of Voting

15.3 Member approval shall be obtained by Council conducting a vote using one or more of the following methods:

- a. establishing polling locations for a vote;
- b. show of hands at a Community Consultation Meeting;
- c. mail-in ballot to Members;
- d. alternative voting methods, such as electronic voting; or
- e. any other method outlined in Kát'odeeche First Nation voting policies.

Quorum

15.4 In order to obtain a quorum for Member approval required under section 15.1, at least ten percent (10%) of Eligible Voters shall participate in the vote.

Approval by Majority

15.5 For Member approvals required under section 15.1, a matter shall be considered approved if the quorum requirements under 15.4 are met and a majority of fifty percent plus one (50%+1) of the Eligible Voters who vote approve the matter.

Second Community Approval Vote

15.6 If a quorum was not obtained in accordance with section 15.4, a second Member approval vote may be called by Council without any quorum requirement.

Approval by Majority

15.7 A matter referred by Council to a second member approval vote under section 15.6 shall be considered approved if a majority of fifty percent plus one (50%+1) of the Eligible Voters who vote approve the matter.

## PART 4 PROTECTION OF LAND

### 16. Expropriation

Acquisition by Mutual Agreement

16.1 The Kát'odeeche First Nation may expropriate an Interest or Licence in Kát'odeeche First Nation Reserve Land, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.



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February 10 2020

Rights and Interests that may be Expropriated

16.2 An Interest or Licence in Kát'odeeche First Nation Reserve Land, or in any building or other structure on that Land, may only be expropriated by Kát'odeeche First 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

16.3 A community expropriation shall only be made for necessary community works or other Kát'odeeche First Nation purposes, including a fire hall, water treatment facility, community center, public works, utilities, roads, schools, daycare facility, store, health-care facility, and retirement home.

Expropriation

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

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

Public Report

16.5 Before Kát'odeeche First Nation expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.

Member Notification

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



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Rights that may not be Expropriated

16.7 In accordance with clause 17.6 the Framework Agreement, an Interest of Canada or the Government of the Northwest Territories in Kát'odeeche First Nation Reserve Land is not subject to expropriation by the Kát'odeeche First Nation.

Compensation for Rights and Interests

16.8 Kát'odeeche First Nation shall, in accordance with its laws and the Framework Agreement:

- a. serve reasonable notice of the expropriation on each affected holder of the Interest or Licence to be expropriated; and
- b. pay fair and reasonable compensation to the holders of the Interest or Licence being expropriated.

Compensation Calculations

16.9 In accordance with clause 17.4 the Framework Agreement, Kát'odeeche First Nation shall calculate the total value of the compensation under this section based on the heads of the compensation set out in the *Expropriation Act* (Canada).

Market Value

16.10 The "market value" of an expropriated Interest or Licence is equal to the amount that would have been paid for the Interest or Licence if it had been sold by a willing seller to a willing buyer under no duress.

Neutral Evaluation to Resolve Disputes

16.11 The resolution of disputes concerning the right of the Kát'odeeche First Nation to expropriate shall be determined by neutral evaluation, in the same manner as provided in part IX of the Framework Agreement, and the sixty (60) day period referred to in the Framework Agreement shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Arbitration to Resolve Disputes

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



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February 10 20 20  
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**17. Voluntary Exchange of Kát'odeeche First Nation Reserve Land**

Conditions for a Land Exchange

17.1 The Kát'odeeche may agree with another party to exchange a parcel of Kát'odeeche First Nation Reserve Land for a parcel of land from that other party in accordance with this *Land Law* and the Framework Agreement.

No Effect

17.2 A land exchange is of no effect unless it receives community approval in accordance with this *Land Law* and with clause 14.2 of the *Framework Agreement*.

Land to be Received

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

- a. it shall be equal to or greater than the area of the Kát'odeeche First Nation Reserve Land to be exchanged;
- b. it shall be at least comparable to the appraised value of the Kát'odeeche First Nation Reserve Land; and
- c. it shall become Reserve Land and Kát'odeeche First Nation Reserve Land subject to this Land Law.

Negotiators

17.4 The person(s) who will have authority to negotiate a land exchange agreement on behalf of the Kát'odeeche First Nation shall be designated by a Council Resolution.

Additional Land

17.5 The Kát'odeeche First Nation may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to any parcel which is intended to become Reserve Land. Such other additional parcels of land which are not intended to become Reserve Land may be held by the Kát'odeeche First Nation in fee simple or some other manner.

Federal Consent

17.6 Before the Kát'odeeche First Nation concludes a land exchange agreement, it shall receive a written statement from Canada clearly stating that Canada:

- a. consents to set apart as the land as Reserve Land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and



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- b. consents to the manner and form of the exchange as set out in the exchange agreement.

Community Notice

17.7 Once negotiations on the land exchange agreement are concluded, Council shall provide the following information to Eligible Voters at least forty-two (42) days before the vote:

- a. a description of the Kát'odeeche First Nation Reserve Land to be exchanged;
- b. a description of the land to be received in the exchange;
- c. a description of any other compensation to be exchanged;
- d. a report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met;
- e. a copy or summary of the exchange agreement; and
- f. a copy of Canada's consent.

Process of Land Exchange

17.8 The land exchange agreement shall provide that:

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

**PART 5**  
**ACCOUNTABILITY**

**18. Conflict of Interest or Appearance of Conflict of Interest**



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Application of Rules

- 18.1 The conflict of interest rules in this *Land Law* apply to the following persons:
- a. each member of Council who is dealing with any matter before Council that is related to Kát'odeeche First Nation Reserve Land;
  - b. each person who is an employee of the Kát'odeeche First Nation dealing with any matter that is related to Kát'odeeche First Nation Reserve Land;
  - c. each member of the Dispute Resolution Panel; and
  - d. each person who is a member of a board, committee or other body of the Kát'odeeche First Nation dealing with any matter that is related to Kát'odeeche First Nation Reserve Land.

Duty to Report and Abstain

- 18.2 If there is any actual or perceived financial, familial or personal conflict of interest in the matter being dealt with, the person:
- a. shall disclose the interest to Council, or the board, committee or other body as the case may be;
  - b. shall not take part in any deliberations on that matter or vote on that matter; and
  - c. shall remove themselves from the proceedings.

Apparent Conflict of Interest

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

Inability to Act

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

Meeting of Members

- 18.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer the matter, a proposed law or resolution, to a community consultation meeting and, if a quorum of Eligible Voters is present, a majority of the Eligible Voters present at the meeting may approve the matter, law, or resolution.



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Specific Conflict Situations

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

Disputes

18.7 The Panel has the jurisdiction to hear and decide on any matter concerning a conflict of interest.

Other Laws

18.8 For greater certainty, Council may develop a policy or enact laws to further implement this section.

**19. Financial Management**

Application

19.1 This section applies only to financial matters relating to Kátł'odeeche First Nation Reserve Land and natural resources.

Financial Policies

19.2 Council may, in accordance with this *Land Law*, develop, adapt, or adopt financial management laws or policies, including:

- a. regulating the receipt, management and expenditure of moneys, including transfer payments, all capital and revenue moneys received from Canada, all land revenue, and moneys received from a grant or disposition of any Interest or Licence in relation to Kátł'odeeche First Nation Reserve Land and natural resources;
- b. managing financial records and accounts;
- c. preparing financial statements and audits;
- d. preparing and implementing budgets and annual presentation of budgets;
- e. determining the general investment strategy;
- f. contract notes, loans and other indebtedness;
- g. establishing fees, fines, charges and levies; and



- h. establishing and maintaining a recordkeeping system that ensures confidentiality, security of records and document retention.

Administrative Structure

19.3 Council shall establish the administrative structure:

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

**20. Annual Report**

Publish Annual Report

20.1 Council, with the Lands Committee and on behalf of the Kát'odeeche First Nation, shall publish an annual report on Kát'odeeche First Nation Reserve Land matters.

Contents

20.2 The annual report shall include:

- a. an annual review of Kát'odeeche First Nation Reserve Land and natural resources management;
- b. annual budget;
- c. a copy and explanation of the audit as it applies to Kát'odeeche First Nation Reserve Land and natural resources; and
- d. any other matter as determined by Council or Lands Committee.





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**21. Access to Information**

Access

21.1 Kát'odeeche First Nation Members may, during normal business hours at the main administrative office of the Kát'odeeche First Nation, have reasonable access to:

- a. the register of laws;
- b. the auditor's report; and
- c. the annual report on Reserve Land and natural resources.

Copies for Members

21.2 Any Kát'odeeche First Nation Member may obtain a copy of the auditor's report or annual report.

Access to Records

21.3 Any person authorized by Council may inspect the financial records of Kát'odeeche First Nation related to Kát'odeeche First Nation Reserve Land.

**PART 6**  
**LAND AND NATURAL RESOURCES ADMINISTRATION**

**22. Land Staff**

Administration

22.1 Council may delegate administrative authority to staff to carry out functions necessary for day to day administrative operations of Reserve Land and natural resources.

**23. Lands Committee**

Lands Committee Established

23.1 The Lands Committee is hereby established for the following purposes:

- a. assist Council with the development of the Reserve Land administration system;
- b. advise Council and its staff on matters respecting Kát'odeeche First Nation Reserve Land;
- c. recommend laws, resolutions, policies, and practices respecting Kát'odeeche First Nation Reserve Land to Council;



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- d. consult with Members and non-Members on Kátl'odeeche First Nation Reserve Land issues, and to make recommendations on the resolution of those issues to Council;
- e. oversee community meetings of Members, and community approvals; and
- f. perform such other duties as may be delegated or assigned by resolution or law under this Land Law.

Process to Implement laws

23.2 The Lands Committee shall, within a reasonable time after this *Land Law* takes effect, recommend to Council a community plan and process to develop and implement laws in relation to the Kátl'odeeche First Nation Reserve Land.

Internal Procedures

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

**24. Implementation of the Lands Committee**

First Lands Committee

24.1 Immediately upon the coming into effect of this *Land Law*, Council shall select a Lands Committee to serve for a term of up to three (3) years until a policy governing the Lands Committee comes into force.

Policy Governing Successors to the First Lands Committee

24.2 As soon as possible after the coming into force of this *Land Law*, Council, in consultation with the Lands Committee, shall develop a policy providing for Member involvement in the selection, election, or appointment of Eligible Voters to serve on the Lands Committee, and dealing with such matters as number of Lands Committee members, composition, eligibility, Chair and Deputy Chair, functions of the Chair, term of office, remuneration, conditions of service, termination, vacancies arising during term and such other matters as Council deems appropriate to the operation of the Lands Committee.

**PART 7**  
**INTERESTS AND LICENCES IN LAND**

**25. Revenue from Land and Natural Resources**



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Determination of Fees and Rent

- 25.1 The Lands Committee shall, subject to the approval of Council, establish the process and recommend any laws, rules, and policies for determining:
- a. the fees and rent for Interests and Licences in Kát'odeeche First Nation Reserve Land;
  - b. the fees for services provided in relation to any Kát'odeeche First Nation Reserve Land; and the fees and royalties to be paid for the taking of natural resources from Kát'odeeche First Nation Reserve Land.

**26. Registration of Interests and Licences**

Enforcement of Interest and Licences

- 26.1 An Interest or Licence in Kát'odeeche First Nation Reserve Land created or granted after this *Land Law* takes effect is not valid or enforceable unless it is registered in the First Nation Lands Registry System.

Registration of Consent or Approval

- 26.2 An instrument granting an Interest or Licence in Kát'odeeche First Nation Reserve Land that requires the consent of Council, or community approval, shall include a form of certificate indicating that the applicable consent or approval has been obtained.

Duty to Deposit

- 26.3 A copy of the following instruments shall be deposited in the First Nation Lands Register:
- a. any grant of an Interest or Licence in Kát'odeeche First Nation Reserve Land;
  - b. any transfer or assignment of an Interest or Licence in Kát'odeeche First Nation Reserve Land;
  - c. every land use plan, subdivision plan or resource use plan;
  - d. every land law; and
  - e. this Land Law and any amendment to this Land Law.

**27. Limits on Interests and Licences**



All Dispositions in Writing

27.1 An Interest or Licence in Kátł'odeeche First Nation Reserve Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *Land Law* and any law or regulatory instrument made pursuant to this *Land Law*.

Standards

27.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in Kátł'odeeche First Nation Reserve Land.

Improper Transactions Void

27.3 A deed, lease, contract, instrument, document, or agreement of any kind, whether written or oral, by which the Kátł'odeeche First Nation, a Member, or any other person purports to grant, dispose of, transfer or assign an Interest or Licence in Kátł'odeeche First Nation Reserve Land after the date this *Land Law* takes effect is either void or unenforceable if it contravenes this *Land Law*.

**28. Existing Interests**

Continuation of Existing Interests and Licences

28.1 Any Interest or Licence in Kátł'odeeche First Nation Reserve Land that existed when this *Land Law* takes effect will, subject to this *Land Law*, continue in force in accordance with its terms and conditions.

Voluntary Replacement of Existing Interests and Licences

28.2 For greater certainty, Interests or Licences previously issued under the *Indian Act* shall continue in effect after the coming into force of this *Land Law* unless the Member or non-Member voluntarily agrees to have the Interest or Licence replaced by a new Interest or Licence.

Replacing the Role of the Minister

28.3 Immediately upon the coming into force of this *Land Law*, Canada transfers to Kátł'odeeche First Nation all the rights and obligations of Canada as grantor in respect of existing Interests and Licences in or in relation to Kátł'odeeche First Nation Reserve Land.

Unregistered Interests

28.4 A policy shall be established as soon as practical after the coming into force of the *Land Law* to accommodate unregistered Interests.

**29. New Interests and Licences**

Authority to Make Dispositions



29.1 Council may, on behalf of Kát'odeeche First Nation, grant:

- a. Interests and Licences in Kát'odeeche First Nation Reserve Land, including, member allocations, leases, permits, easements, and rights-of-ways; and
- b. Licences to take natural resources from Kát'odeeche First Nation Reserve Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional Grant

29.2 The grant of an Interest or Licence may be made subject to the satisfaction of written conditions.

Role of the Lands Committee

29.3 The Lands Committee shall advise Council on the granting of Interests or Licences and may be authorized to act as a delegate of Council under this section.

**30. Interests of Non-Members**

Interests to Non-Members

30.1 A transfer or other disposition of all or any part of an Interest or Licence in Kát'odeeche First Nation Reserve Land to a person who is not a Member shall not be valid or effective unless and until it is confirmed by a resolution of Council.

**31. Member Interests**

Application

31.1 For greater certainty, Member Interests previously issued under the *Indian Act* shall continue to exist after the coming into force of this *Land Law*.

**32. Allocation of Land to Members**

Policies and Procedures for Allocation of Kát'odeeche First Nation Reserve Land

32.1 Subject to the provisions of this *Land Law*, Council in consultation with the Lands Committee shall establish laws, policies, and procedures for the allocation of Kát'odeeche First Nation Reserve Land to Members.

Allocation

32.2 Council may, in accordance with this *Land Law*:

- a. Allocate an Interest in Kát'odeeche First Nation Reserve Land;
- b. Issue a Licence to use or occupy Kát'odeeche First Nation Reserve Land.



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February 10 20 20  


No Allocation of Land to Non-Members

32.3 A person who is not a Member is not entitled to hold an Interest in Kát'odeeche First Nation Reserve Land or a License to use or occupy Kát'odeeche First Nation Reserve Land for a term greater than fifty (50) years.

**33. Transfer and Assignment of Interests**

Consent of Council

33.1 There shall be no transfer or assignment of an Interest in Kát'odeeche First Nation Reserve Land without the written consent of Council, except for:

- a. transfers that occur by operation of law, including transfers of estate by testamentary disposition; and
- b. transfers in accordance with the family homes and matrimonial interest laws.

**34. Limits on Mortgages and Seizures**

Protections

34.1 In accordance with the Framework Agreement, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Kát'odeeche First Nation Reserve Land:

- a. Section 29, Exemption for Seizures;
- b. Section 87, Property Exempt from Taxation;
- c. Sub-section 89(1), Restriction on Mortgage, Seizure, etc.;
- d. and Sub-section 89(2), Conditional Sales.

Mortgage of Allocated Land

34.2 A Member's Interest in Kát'odeeche First Nation Reserve Land may be subject to a Member or Kát'odeeche First Nation charge or mortgage, but only with the express written consent of Council.

Mortgages of Leasehold Interests with Consent

34.3 A leasehold Interest may be subject to charge or mortgage, but only with the express written consent of Council.

Time Limit

34.4 The term of any charge or mortgage of a leasehold Interest shall not exceed the term of the lease.



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Default in Mortgage

- 34.5 In the event of default in the terms of a charge or mortgage of a leasehold Interest, the leasehold Interest is not 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 received the written consent of Council;
  - b. the charge or mortgage was registered in the First Nation Lands Registry System; and
  - c. a reasonable opportunity to redeem the charge or mortgage is given to Council on behalf of Kát'odeeche First Nation.

Power of Redemption

- 34.6 Subject to prior redemption by the lessee or Member, Council may redeem the charge or mortgage from the charger or mortgagor in possession and shall thereupon acquire all the rights and Interests of the charger or mortgagor and of the lessee or Member for all purposes after the date of the redemption.

Waiver of Redemption

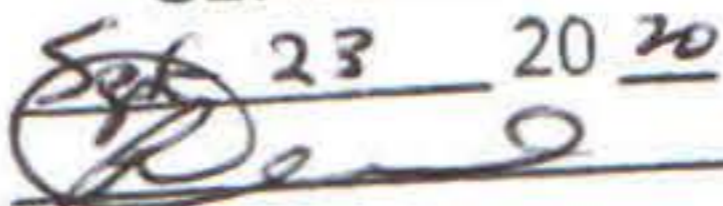
- 34.7 Council may waive its right to redemption for any charge or mortgage of a leasehold Interest or Licence.

**35. Residency and Access Rights**

Right of Residence

- 35.1 The following persons have a right to reside on Kát'odeeche First Nation Reserve Land:
- a. Members and their Spouses and children;
  - b. Members with a registered Interest in Kát'odeeche First Nation Reserve Land;
  - c. any invitee of a Member referred to in clause (a) or (b);
  - d. lessees and permittees, in accordance with the provisions of the granting instrument; and
  - e. a person authorized in writing by Council, Lands Committee, or by a Kát'odeeche First Nation law.



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Right of Access

35.2 The following persons have a right of access to Kát'odeeche First Nation Reserve Land:

- a. a lessee and his or her invitees;
- b. a person granted a right of access under a permit;
- c. Kát'odeeche Members and their Spouses and children and his or her invitees;
- d. a person who is authorized by a government body or any other public body, established by or under an enactment of the Kát'odeeche First Nation, Parliament or the Government of the Northwest Territories to establish, operate or administer a public service, to construct or operate a public institution, or to conduct a technical survey provided that the person received written authorization from Council; or
- e. a person authorized in writing by Council or the Lands Committee or by a Kát'odeeche First Nation Reserve law.

Limitations on Rights of Residency and Access

35.3 The rights of persons to reside on or enjoy access to Kát'odeeche First Nation Reserve Land are subject to reasonable limitations as may be by law for the purposes of peace, safety, and the observance of law and order on the Kát'odeeche First Nation Reserve.

Public Access

35.4 Any person may have reasonable access to Kát'odeeche First Nation Reserve Land for any social or business purposes, if:

- a. the person does not trespass on occupied land and does not interfere with any interest in land;
- b. the person complies with all applicable laws; and
- c. no resolution has been enacted barring that person.

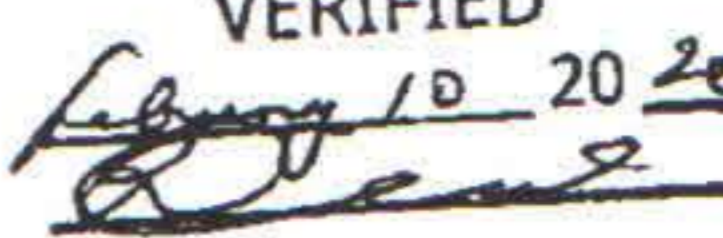
Use of Roads

35.5 Any person may have the right of access to Kát'odeeche First Nation Reserve Land public roads, subject to this *Land Law* and other applicable laws and regulatory instruments.





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Trespass

35.6 Any person, who resides on, enters or remains on Kát'odeeche First Nation Reserve Land, other than in accordance with a valid residence or access right in accordance with this *Land Law*, any law or other regulatory instrument made pursuant to the *Land Law*, and other applicable laws and regulatory instruments, is guilty of an offence.

Civil Remedies

35.7 All civil remedies for trespass are preserved.

**36. Transfers on Death**

*Indian Act Application*

36.1 Until Kát'odeeche First Nation exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* pertaining to wills and estates shall continue to apply with respect to Interests in Kát'odeeche First Nation Reserve Land.

Registration of Transfer

36.2 A person who receives an Interest in Kát'odeeche First Nation Reserve Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Registry System.

Disposition of Interest

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

**37. Family Homes and Matrimonial Interests**

Development of Rules and Procedures

37.1 Council has the power to enact laws that apply during a conjugal relationship, when that relationship breaks down or on the death of a Spouse, respecting:



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February 10 20 20  
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- a. the use, occupancy and possession of family homes on Kátł'odeeche First Nation Reserve Land;
- b. the division of Interests in that land; and
- c. the division of the value of improvements in that land.
- d. the period of cohabitation in a conjugal relationship to qualify as a Common-Law Partnership.

Enactment of rules and procedures

37.2 The rules and procedures contained in the laws concerning family homes and matrimonial interests under this section shall be developed by the Lands Committee in consultation with the Members.

General Principles

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

- a. each Spouse should have an equal right to possession of their matrimonial home;
- 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 Kátł'odeeche First Nation Reserve Land or a charge against a permanent Interest in such land.

Additional Provisions

37.4 Family homes and matrimonial interest laws may include:

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



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Notice of Family Homes and Matrimonial Interest Law

37.5 Council will provide, to the Territorial Attorney General, notice of its intent to make family homes and matrimonial interests laws and, upon enactment, provide a copy of those laws to the Attorney General.

**PART 8**  
**DISPUTE RESOLUTION**

**38. Purpose**

Intent

38.1 The intent of this part is to ensure that all persons entitled to possess, reside upon, use or otherwise occupy Kát'odeeche First Nation Reserve Land do so harmoniously with due respect to the rights of others and of Kát'odeeche First Nation and will abide by Kát'odeeche First Nation procedures to resolve disputes.

Purpose

38.2 The purpose of these rules is to enable the parties to a dispute to achieve a just, speedy and inexpensive determination of matters in dispute, taking into account the values which distinguish dispute resolution from litigation.

**39. Disputes**

Dispute Prevention

39.1 The parties shall use best efforts to prevent disputes from arising and shall consider the use of dispute resolution processes at the earliest possible stage of any conflict.

Disputes Prior to *Land Law*

39.2 Disputes that arose before the *Land Law* takes effect could also be referred to this part.

Decision of Council or Lands Committee

39.3 If a Member, or a non-Member with an Interest in Kát'odeeche First Nation Reserve Land, has a dispute with respect to a decision of Council or the Lands Committee, the person shall first attempt to resolve that dispute with Council or the Lands Committee, before referring the dispute to a Dispute Resolution Panel.

Settle a Dispute

39.4 Nothing in this part shall be construed to limit the ability of any person to reach agreement to settle a dispute without recourse to this part.



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Sept 10 2020  


Settlement Agreement

39.5 Any settlement reached through dispute resolution shall not be legally binding until it has been reduced to writing and properly executed by, or on behalf of, the parties.

Contractual Agreement

39.6 A contractual agreement may establish that the dispute resolution outlined in this *Land Law* or any law or other regulatory instrument made pursuant to the *Land Law* may be mandatory or may to some degree prescribe for alternate dispute resolution processes if there is consensual agreement by the parties involved in that agreement. The dispute resolution clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract.

Variation of Rules

39.7 The parties to a dispute to which these rules apply may to some degree, modify, vary, or amend these rules by consensual agreement in writing, and shall notify the Dispute Resolution Panel in writing.

Civil Remedies

39.8 For greater certainty, nothing in this part shall be construed to prevent a party to a dispute from, at any stage of dispute resolution, applying to have the dispute resolved in a court of competent jurisdiction.

Challenge to Validity of Law

39.9 For greater certainty, nothing in this part shall be construed to prevent a party to a dispute from challenging the validity of this *Land Law* or any law or other regulatory instrument made pursuant to the *Land Law*, but such challenge shall be heard only in a court of competent jurisdiction.

**40. Processes**

Staged Processes

40.1 Kát'odeeche First Nation intends that a dispute in relation to Kát'odeeche First Nation Reserve Land, except as otherwise provided, may progress through the following stages:

- a. facilitated discussions;
- b. negotiation;
- c. mediation; and
- d. final arbitration by a Dispute Resolution Panel.



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Procedure to File a Dispute

40.2 A person who wishes to resolve a dispute with another person or Kát'odeeche First Nation in relation to the use or occupation of Kát'odeeche First Nation Reserve Land may file a written notice of dispute setting out:

- a. the nature of the dispute;
- b. a statement outlining the facts and supporting arguments of the dispute claim; and
- c. the relief that is sought.

Termination of Processes

40.3 Facilitated discussions, negotiations and mediations may be suspended upon any of the following occurrences:

- a. the parties reach an agreement;
- b. one of the parties refuses to continue with facilitated discussions, negotiations or mediation;
- c. the mediator assesses that nothing meaningful is to be gained in continuing the process; or
- d. upon the request of both parties.

Notice of Termination

40.4 A notice of termination is required when further facilitated discussions, negotiations or mediation shall not resolve the dispute. The dispute may progress to the next stage of the dispute resolution process or to final arbitration.

Dispute Resolution not Available

40.5 Dispute resolution is not available for disputes in relation to:

- a. administration or distribution of an estate;
- b. decisions relating to housing allocations;
- c. decisions of Council to grant or refuse to grant an Interest or Licence in Kát'odeeche First Nation Reserve Land to a non-Member;
- d. decisions on expropriation under this Land Law or any law or other regulatory instrument made pursuant to the Land Law; and
- e. prosecution or conviction of an offence under any law;



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Duty of Fairness

40.6 All persons involved in a dispute under this part shall be:

- a. treated fairly;
- b. given a full opportunity to present their case; and
- c. given reasons for a decision made under this part.

Rules and Procedures

40.7 Council may prescribe such laws, regulations, rules, policies, procedures, forms and reasonable fees not inconsistent with this *Land Law*, as may be necessary to give effect to this part including:

- a. facilitated discussions, negotiations, mediations, and arbitrations;
- b. terms of office for panelists;
- c. remuneration of facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;
- d. code of conduct for facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;
- e. disclosure and confidentiality;
- f. imposition of time limitations for submitting a notice of dispute and referring a matter or dispute to a Dispute Resolution Panel;
- g. implementing decisions and recommendations of a Dispute Resolution Panel; and
- h. any other matter necessary to give effect to this part.

Waiver of Liability

40.8 By participating in this dispute resolution process, the parties agree that the facilitators, mediators, arbitrators, and panelists shall not be liable to the parties for any act or omission in connection with the services provided by them in, or in relation to, the dispute resolution processes, unless the act or omission is fraudulent or involves willful misconduct.



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**41. Roster Panel Established**

Appointment to Roster Panel

41.1 A Roster Panel shall be established consisting of a maximum of twenty (20) panelists who may be selected to sit on a Dispute Resolution Panel to arbitrate a dispute under this Part.

Ineligible

41.2 Notwithstanding the general rules of conflict of interest in the *Land Law*, no Council member, or employee of Kát'odeeche First Nation or person already serving on another board, body, or committee related to Kát'odeeche First Nation Reserve Land shall be included as a member of the Roster Panel.

Representation

41.3 Council shall appoint the Roster panelists and shall make best efforts to appoint Roster panelists reflecting the diversity of Members.

**42. Impartiality of the Dispute Resolution Panel**

Duty to Act Impartially

42.1 A Dispute Resolution Panel shall act impartially and without bias or favour to any party in a dispute.

Offence

42.2 It is an offence for a person to act, or attempt to act, in a way that improperly influences a decision of a Dispute Resolution Panel.

Rejection of Application

42.3 In addition to any other sanction, a Dispute Resolution Panel may reject an application without hearing it if the Dispute Resolution Panel believes that the applicant acted, or attempted to act, in a way that improperly influences its decision.

Rules of Conduct for Parties to a Dispute

42.4 The Dispute Resolution Panel shall establish rules of conduct and procedure for the parties to a dispute.

**43. Arbitration by the Dispute Resolution Panel**

Disputes

43.1 Applications for resolution by the Panel shall be submitted to the Lands Department.



Panel of Three Selected from Roster Panel

- 43.2 Disputes referred to the Dispute Resolution Panel are to be heard by three (3) panelists selected from among the members of the Roster Panel as follows:
- a. one (1) panelist is to be chosen by each of the two (2) parties to the dispute;
  - b. one (1) panelist, who is to be the chairperson, shall be chosen by the two panelists selected under clause (a).

Panel Established

- 43.3 Once selected in accordance with 44.2, the Dispute Resolution Panel has jurisdiction to resolve the dispute in accordance with this Part.

Dispute Resolution not Available

- 43.4 For greater certainty, the Dispute Resolution Panel shall not hear disputes in respect of matters that are not subject to dispute resolution under this *Land Law*.

#### **44. Powers of the Dispute Resolution Panel**

Power of the Dispute Resolution Panel

- 44.1 The Dispute Resolution Panel may, after hearing a dispute:
- a. confirm or reverse the decision, in whole or in part;
  - b. substitute its own decision for the decision in dispute;
  - c. direct that an action be taken or ceased;
  - d. refer the matter or dispute back for a new decision; or
  - e. make an order to give effect to its decision, including any necessary order for the survey of an Interest in Kát'odeeche First Nation Reserve Land, the registration of an Interest in Kát'odeeche First Nation Reserve Land, and the allocation of the costs of any incidental measures to be taken to give effect to such an order.

Recommendations by Dispute Resolution Panel

- 44.2 In addition to making a determination in respect to a particular dispute, the Dispute Resolution Panel may recommend to Council:
- a. the suspension of any law, other regulatory instrument, or decision made by Council for such period as is necessary for Council to reconsider, amend, or





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repeal such law, other regulatory instrument or decision, provided that any amendment or repeal is made in a manner consistent with this Land Law; or

- b. any other recommendation that it deems reasonable and necessary in the circumstances.

Interim Decisions

44.3 The Dispute Resolution Panel may, in relation to a dispute over which it has jurisdiction under this part, make any interim order it considers to be necessary as a matter of urgency to preserve the rights of the parties to the dispute or to preserve or protect an Interest in Kát'odeeche First Nation Reserve Land.

Professional Services

44.4 The Dispute Resolution Panel may obtain the service of professionals to assist it in fulfilling its functions, in which case it shall make best efforts to use professional services available in the community.

Written Decisions

44.5 Decisions of the Dispute Resolution Panel shall be in writing, signed by the person chairing the Panel or by an officer designated by the Dispute Resolution Panel to do so. Where requested, the written decision shall be provided to a party to the proceeding within fourteen (14) days after the date of the decision.

Appeal of Decision

44.6 A decision of the Dispute Resolution Panel is binding but subject to judicial review.

**PART 9: OTHER MATTERS**

**45. Liability**

Indemnity

45.1 Members of the Council, the Lands Committee, a dispute resolution body, and officers and employees of the Kát'odeeche First Nation engaged in carrying out any matter related to the administration of the Reserve 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 Law*, or any law or other regulatory instrument made pursuant to the *Land Law* or related decision-making process provided they have not acted fraudulently or negligently.

Liability Coverage

45.2 Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Kát'odeeche First



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Nation Reserve Land to indemnify them against personal liability arising from the performance of those duties.

Liability Limitations

45.3 The limits on liability, defences, and immunities under this *Land Law*, or any law or other regulatory instrument made pursuant to the *Land Law* shall be no greater than those that would apply to a person or entity performing a similar duty under the laws of the province.

Extent of coverage

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

**46. Offences**

Application of the Criminal Code

46.1 Unless some other procedure is provided for by a Kátł'odeeche law, the summary conviction procedures of part XXVII of the Criminal Code, as amended from time to time, apply to offences under this *Land Law* or any law or other regulatory instrument made pursuant to the *Land Law*.

Fines and Imprisonment

46.2 Unless some other procedure is specifically provided for by a Kátł'odeeche First Nation law, any person who commits an offence under this *Land Law* or any law or other regulatory instrument made pursuant to the *Land Law* or another First Nation law is liable to a fine not to exceed \$5,000 and to a term of imprisonment not to exceed (6) six months or to both fine and imprisonment, provided however, that offences related to Kátł'odeeche First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

**47. Revisions to Land Law**

Revisions

47.1 Member approval is not required for revisions made to this *Land Law* that do not change the substance of this *Land Law*. Council may, from time to time, arrange and revise this *Land Law*. Revisions include:

- a. an amendment of the description of Kátł'odeeche First Nation Reserve Land subject to this Land Law and Individual Agreement;



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- b. a reference in this Land Law to a clause in another act or document that was amended and resulted in clause renumbering;
- c. a reference in this Land Law to an Act or parts thereof that have expired, have been repealed or suspended;
- d. changes in this Land Law as are required to reconcile seeming inconsistencies with other acts;
- e. minor improvements in the language as may be required to bring out more clearly the intention of Kátl'odeeche First Nation without changing the substance of this Land Law; and
- f. correct editing, grammatical or typographical errors.

**48. Commencement**

Preconditions

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

Commencement Date

48.2 This *Land Law* shall take effect on the first day of the month following the certification of this *Land Law* by the verifier.



**ANNEX "G"**  
**DESCRIPTION OF KÁTŁ'ODEECHE FIRST NATION LAND**

**1. Hay River Dene Reserve No. 1 – CLSR 59738**

**Reserve:** 08523 - Hay River Dene Reserve No. 1



- a) Land Description of the extent of reserve lands that will be subject to the Land Law of the Kátł'odeeche First Nation under the *First Nations Land Management Act*.

The following Land Description Prepared by Leslie L. Smith of Natural Resources Canada on March 2, 2020 and recorded on March 10, 2020 is available for review at Kátł'odeeche First Nation Administration Office. Located on the Kátł'odeeche First Nation Reserve.

- **Hay River Dene Reserve No. 1 (08523) recorded in the Canada Lands Surveys Records as FB42993 CLSR**

**Notes:**

1. Third (3<sup>rd</sup>) party interests are not addressed in this land description.
2. The Administrative Sketch in Section 2 illustrates this Land Description.
3. Refer to the official survey plans and legal documents for the definitive boundary definition and the nature of the interest in the reserve land.
4. The extent of oil and gas rights are not dealt with by this Land Description.
5. The bank of Hay River and Great Slave Lake form part of the natural boundary of the reserve: consequently, the area of the reserve may have changed since the date of survey and may continue to change.

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6. All processes shall be conducted at the expense of the First Nation or of the proponent of the project.
7. The provisions in this Annex are without prejudice to any environmental assessment process that the First Nation may develop in accordance with the Act and the Framework Agreement for incorporation in First Nation laws respecting environmental assessment.

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