

ANNEX 1



BRUNSWICK HOUSE FIRST NATION
Land Code

FINAL
May 6, 2019



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**Brunswick House First Nation
Land Code**

Dated for Reference
May 6, 2019

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BRUNSWICK HOUSE FIRST NATION LAND CODE

Preamble

Whereas the Brunswick House First 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 their relationship with the Land;

And Whereas fourteen First Nations and Canada concluded a government-to-government *Framework Agreement on First Nation Land Management* on February 12, 1996;

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

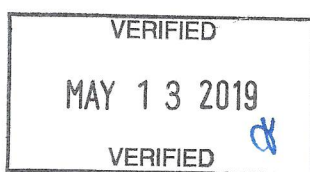
And Whereas Canada ratified its commitment to the *Framework Agreement on First Nation Land Management* with the enactment of the *First Nations Land Management Act*, S.C. 1999, c.24;

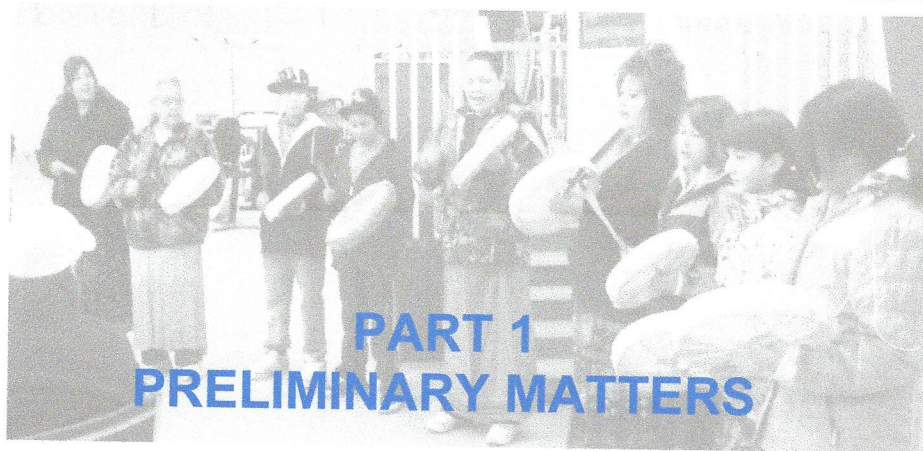
And Whereas Brunswick House First Nation became a signatory on May 4, 2016 to the *Framework Agreement on First Nation Land Management*, as Brunswick House First Nation wishes to govern its Land and resources under the *Brunswick House First Nation Land Code*, rather than having its Land and resources managed on its behalf under the *Indian Act*;

And Whereas the *Framework Agreement on First Nation Land Management* acknowledges that Canada's special relationship with Brunswick House First Nation will continue;

And Whereas the *Framework Agreement on First Nation Land Management* is ratified by Brunswick House First Nation through community approval of the *Brunswick House First Nation Land Code*;

NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE FUNDAMENTAL LAND LAW OF THE BRUNSWICK HOUSE FIRST NATION.





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

1. Definitions

Clarification

- 1.1. Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* shall have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

Definitions

- 1.2. The following definitions apply in this *Land Code*:

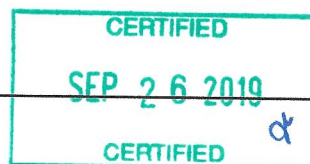
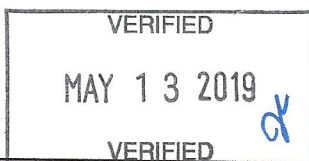
“Brunswick House First Nation” means the Brunswick House First Nation and its Members;

“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;

“Community Land” means any Brunswick House First Nation Land in which all Members have a common interest;

“Council” means the Chief and Council of the Brunswick House First Nation or any successor elected government of the Brunswick House First Nation;



“Dispute Resolution Panel” means the Dispute Resolution Panel of three (3) panelists, selected from the Roster Panel, with jurisdiction to resolve disputes in relation to Brunswick House First Nation Land

“Eligible Voter” means, for the purpose of voting in respect of Land matters under this *Land Code*, 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, grandchild, and/or any other relation or relationship that Council may add by law;

“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 Brunswick House First Nation on May 4, 2016;

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

“Individual Agreement” means the Individual Agreement providing for the specifics of the transfer of administration made between Brunswick House First Nation and Canada in accordance with clause 6.1 of the *Framework Agreement*;

“Interest”, in relation to First Nation Land, means any Interest, right or estate of any nature in or to that Land, including a certificate of possession, certificate of entitlement, lease, easement, right of way, servitude, or profit à prendre, but does not include title to that Land;

“Land” or “Brunswick House First Nation Land” means any reserve Land that is subject to this *Land Code*;

“Land Laws” means the Land Laws defined in section 6.1 of this *Land Code*.

“Lands Advisory Committee” means the Lands Advisory Committee established under part 6 of this *Land Code*;

“Licence” in relation to Brunswick House First Nation Land, means any right of use or occupation of that Land, other than an Interest in the Land;

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“Member” means a person whose name appears or is entitled to appear on the Brunswick House First Nation Band Membership List;

“Roster Panel” means the roster of panelists established under Part 8 of this Land Code which shall be composed of a maximum of twenty (20) panelists;

“Spouse” means a person who is married to another, whether by a traditional, religious or civil ceremony, and includes a Spouse by Common-Law Partnership.

2. Interpretation

Interpretation

2.1 In this *Land Code*:

- (a) the *Land Code* shall be interpreted in a fair, large and liberal manner;
- (b) the word “shall” signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* 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, headings and descriptive paragraphs at the start of each part of this Code have been inserted in the *Land Code* 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 First Nation, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;



- (i) where the time limited for the doing of an act in the Brunswick House First Nation administration building falls on a day when the office is not open, the act 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 Code* may be used to interpret this *Land Code*.

Culture and traditions

- 2.2 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 Brunswick House First Nation.

Language

- 2.3 The language of the Brunswick House First Nation may be used to clarify the meaning of any provision in this *Land Code*, if the meaning of that provision is not otherwise clear in English.

Consistency with *Framework Agreement*

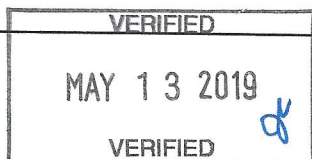
- 2.4 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* will prevail to the extent of the inconsistency or conflict.

Paramountcy

- 2.5 If there is an inconsistency or conflict between this *Land Code* and any other enactment of the Brunswick House First Nation, including a by-law enacted under section 81 of the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.

Rights not Affected

- 2.6 This *Land Code* does not change:
- (a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Brunswick House First Nation or its Members; or
 - (b) the fiduciary relationship between Canada and Brunswick House First Nation and its Members; or



- (c) the by-law powers of Council pursuant to the *Indian Act*.

Lands and Interests affected

- 2.7 A reference to Land in this *Land Code* includes all the interests and rights, as well as the resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that 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 Brunswick House First Nation after this *Land Code* comes into effect.

Eligible Reserve Land

- 2.8 Only Land that is a reserve of the Brunswick House First Nation is eligible to be governed by Brunswick House First Nation as Land under this *Land Code*.

3. Authority to Govern

Origin of authority

- 3.1 The traditional teachings of the Brunswick House First Nation speak of the obligation of the people of the Brunswick House First Nation to care for and respect the Land and the magnificent wonders of Nature created on the Land. By enacting this *Land Code*, the Brunswick House First Nation is reclaiming this special responsibility.

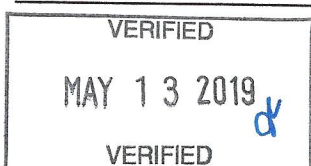
Flow of authority

- 3.2 The authority of the Brunswick House First Nation to govern its Land and resources flows from the Creator to the people of the Brunswick House First Nation, and from the people to Council according to the culture, traditions, customs and laws of the Brunswick House First Nation.

4. Purpose

Purpose

- 4.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to Brunswick House First Nation Land and by



which the Brunswick House First Nation will exercise authority over that Land in accordance with the *Framework Agreement*.

5. Description of Brunswick House First Nation Land

Brunswick House First Nation Land

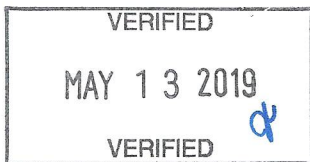
- 5.1 The Brunswick House First Nation Land that is subject to this *Land Code* is that Land known as Duck Lake Indian Reserve No. 76B and Mountbatten Indian Reserve No. 76A as listed in the Individual Agreement.

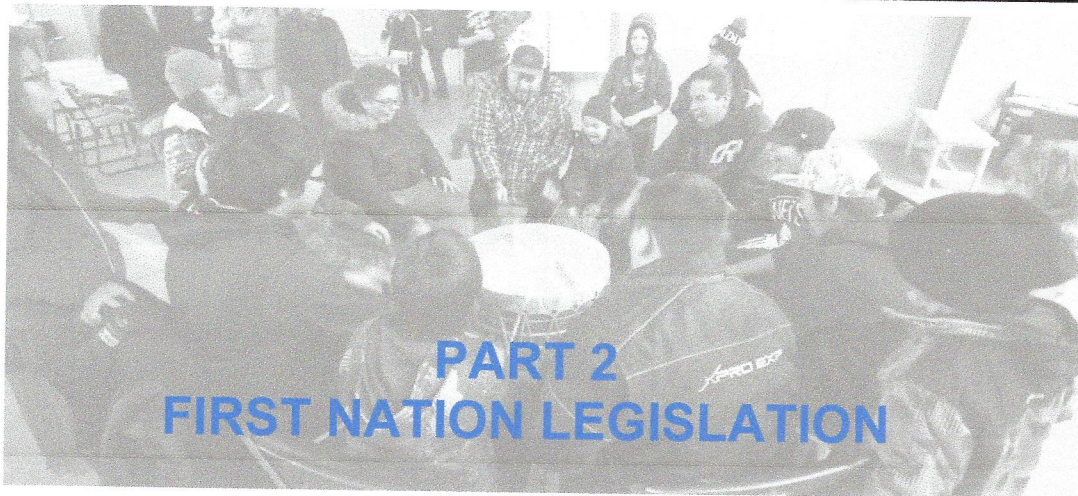
Description of Land

- 5.2 The Brunswick House First Nation Land includes all reserve Lands described in Appendix "A" of this *Land Code* and any other reserve Lands or Interests of the Brunswick House First Nation that are made subject to this *Land Code* by resolution.

Additional Lands

- 5.3 Council shall hold a meeting of Members prior to amendment of the description of Brunswick House First Nation Land subject to this *Land Code* and Individual Agreement.





This section states that Council may make other land laws under the Land Code. The section includes a list of the kinds of land laws that could be made such as for land use plans, licensing land, environmental assessment, and enforcement. The steps used for making land laws are also in this section as well as how members can access them and how they will be enforced.

6. Law-Making Powers

Council may make Land Laws

6.1 Council may, in accordance with this *Land Code*, make Land Laws respecting:

- (a) the development, conservation, protection, management, use and possession of Brunswick House First Nation Land;
- (b) Interests and Licences in relation to Brunswick House First Nation Land; and
- (c) any matter necessary or ancillary to the making of Land laws in relation to the Brunswick House First Nation Land.

Examples of Land Laws

6.2 For greater certainty, Council may make Land Laws with respect to:

- (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 Brunswick House First Nation Land;
- (c) environmental assessment and protection;

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- (d) provision of local services in relation to Brunswick House First Nation Land and the imposition of equitable user charges;
- (e) enforcement of Brunswick House First Nation Land Laws; and
- (f) provision of services for the resolution, outside the courts, of disputes in relation to Brunswick House First Nation Land.

Regulatory Instruments

6.3 For greater certainty, in addition to Land Laws, Council may make other regulatory instruments, including rules, regulations, standards, codes and policies.

7. Law-Making Procedure

Introduction of Land Laws

- 7.1 A proposed 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 Advisory Committee, or other body or authority composed of Members, that may be authorized by Council to do so.

Rationalization of Proposed Land Law

7.2 Any proponent shall submit a written explanation of the reason for the proposed Land Law.

Lands Advisory Committee Review

7.3 Council shall refer a proposed Land Law to the Lands Advisory Committee for review and comment.

Procedure upon receipt of Proposed Land Law

- 7.4 Upon receipt of a proposed Land Law, Council may:
- (a) table the proposed Land Law 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 Land Law;

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- (c) undertake or direct the preparation of a draft Land Law concerning matters raised in the proposed Land Law, for consideration by Council; or
- (d) reject the proposed Land Law.

Tabling and posting of proposed Land Laws

7.5 Before a proposed Land Law may be enacted, Council shall:

- (a) table the proposed Land Law at a duly convened meeting of Council;
- (b) post it in public places and publish it online;
- (c) deposit the proposed Land Law with the Lands Advisory Committee;
- (d) review comments and recommendations provided by the Lands Advisory Committee; and
- (e) take any other steps to give notice of the proposed Land Law that Council may consider appropriate.

Urgent matters

7.6 Council may enact a Land Law without the preliminary steps ordinarily required, if Council is of the opinion that the Land Law is needed urgently for public health and safety or to protect Brunswick House First Nation Land or the Members however this Land Law expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

Approval of Land Law

7.7 Subject to this *Land Code*, a Land Law is approved by a quorum of Council at a duly convened meeting of Council open to the Members.

Certification of Land Laws

7.8 The original copy of any approved Land Law or resolution concerning Brunswick House First Nation Land shall be signed by a quorum of Council.

Land Laws taking effect

7.9 A Land Law enacted by Council takes effect on the date of its enactment or such later date as specified in the Land Law.



8. Publication of Land Laws

Publication

8.1 A Land Law shall be:

- (a) published in the minutes of the Council meeting at which it was enacted;
- (b) posted, as soon as practicable after enactment, in a location within the administrative office of Brunswick House First Nation accessible to all Members;
- (c) published online; and
- (d) published by any additional method as Council may consider appropriate.

Registry of Land Laws

- 8.2 Council shall cause to be kept, at the administrative offices of the Brunswick House First Nation, a register of all Land Laws and resolutions, including Land Laws and resolutions that have been repealed or are no longer in force.

Copies for any Person

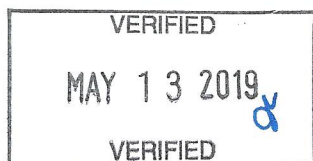
- 8.3 Any person may obtain a copy of a Land Law or resolution.

9. Enforcement of Land Laws

Enforceability of Land Laws

- 9.1 To enforce its *Land Code* and its Land Laws, Brunswick House First Nation shall have the power to:

- (a) establish offences that are punishable on summary conviction;
- (b) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;
- (c) establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
- (d) enter into agreements with Indigenous territorial organizations (such as Nishnawbe Aski Police Service), provincial or municipal



governments with respect to any matter concerning the enforcement of its *Land Code* and Land Laws.

Prosecuting Offences

9.2 For the purpose of prosecuting offences, Brunswick House First Nation may:

- (a) retain its own prosecutor; and
- (b) make laws with respect to the appointment and authority of justices of the peace.

10. Offences

Application of the Criminal Code

10.1 Unless some other procedure is provided for by a Brunswick House First Nation 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 First Nation Land Law.

Fines & Imprisonment

10.2 Unless some other procedure is provided for by a Brunswick House First Nation Land Law, any person who commits an offence under this Land Code or a Brunswick House First Nation Land Law is liable to a fine not to exceed \$5,000 and to a term of imprisonment not to exceed six months or to both fine and imprisonment, provided however, that offences related to Brunswick House First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

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This section defines how BHFN members and eligible voters can participate in community meetings and approvals of Land Laws. It outlines how Council will notify members about meetings and what information should be in the notices. It outlines where notices should be posted and when meetings are needed for making decisions about land matters such as developments that might affect a heritage site or environmentally sensitive area, approving and applying other Land Laws, and giving land rights. This section states when and for what kinds of activities community approvals are needed and the community approval process that will be used.

11. Participation of Members

Participation of Members

11.1 Every Member is entitled to participate in the meeting of Members.

12. Participation of Eligible Voters

Participation of Eligible Voters

12.1 Every Eligible Voter 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-reserve;
- (c) posting the notice online; and
- (d) additional methods Council considers appropriate.

Permission of Council

13.3 A person, other than a Member, authorized by Council may attend a meeting of Members.

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 proposed Land Law or Land matter.

14. Community Meetings of Members

Community Meetings

14.1 Council shall call a meeting of Members prior to:

- (a) declaring Land or an Interest to be subject to this *Land Code*;
- (b) enacting a Land Law respecting a community plan or subdivision plan;
- (c) any development affecting a heritage site or an environmentally sensitive property;
- (d) enacting a Land Law respecting environmental assessment and protection;
- (e) enacting a Land Law respecting the transfer and assignment of rights and Interests in Brunswick House First Nation Land;



- (f) enacting a Land Law respecting matrimonial real property on reserve;
- (g) enacting a Land Law respecting the rate and criteria for the payment of fees or rent for Brunswick House First Nation Land;
- (h) enacting a Land Law respecting the rights and procedures on community expropriation; and
- (i) respecting any other matter, Land Law or class of law that Council, by Resolution, declares to be subject to this section.

No Quorum

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

15. Community Approval

Community approval

- 15.1 Community 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 Brunswick House First Nation Land exceeding a term of thirty five (35) years;
- (c) any renewal of a grant or disposition of an Interest or Licence in any Brunswick House First Nation Land that extends the original term beyond thirty five (35) years;
- (d) any grant or disposition of any non-renewable natural resources on any Brunswick House First Nation Land exceeding a term of five (5) years;
- (e) any destruction or removal of a heritage site and areas of cultural, social, spiritual or economic significance to the community;
- (f) any voluntary exchange of Brunswick House First Nation Land; and
- (g) any other matter, Land Law or class of law that Council, by resolution, declares to be subject to this section.



Utility Permits Excepted

- 15.2 Community 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.

Method of Voting

- 15.3 Community approval shall be obtained by one or more of the following methods:
 - (a) establishing polling locations;
 - (b) show of hands;
 - (c) mail-in ballot;
 - (d) alternative voting methods, such as electronic and telephone voting; or
 - (e) any other method outlined in voting policies.

Minimum Requirements for Approval

- 15.4 For community approvals, a matter shall be considered approved if at least a majority of participating Eligible Voters vote to approve the matter.

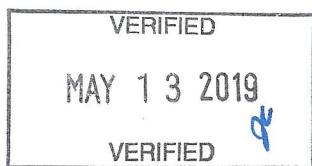
16. Ratification Votes

Community Approval by Ratification vote

- 16.1 Community approval by ratification vote shall be obtained for an amendment to this Land Code.

Exceptions

- 16.2 A community approval by ratification vote is not required for:
 - (a) an amendment to the description of Land of this *Land Code*;
 - (b) revisions to this *Land Code* made pursuant to section 47; and
 - (c) an amendment to, or renewal of, the Individual Agreement.



Ratification process

16.3 Any ratification vote required under this Land Code may be conducted in a similar manner as the Brunswick House First Nation Community Ratification Process, which was used to ratify this Land Code.

No verifier

16.4 A verifier is not required in any ratification vote.

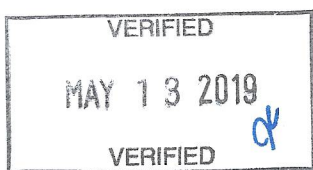
Minimum Requirements
for Approval

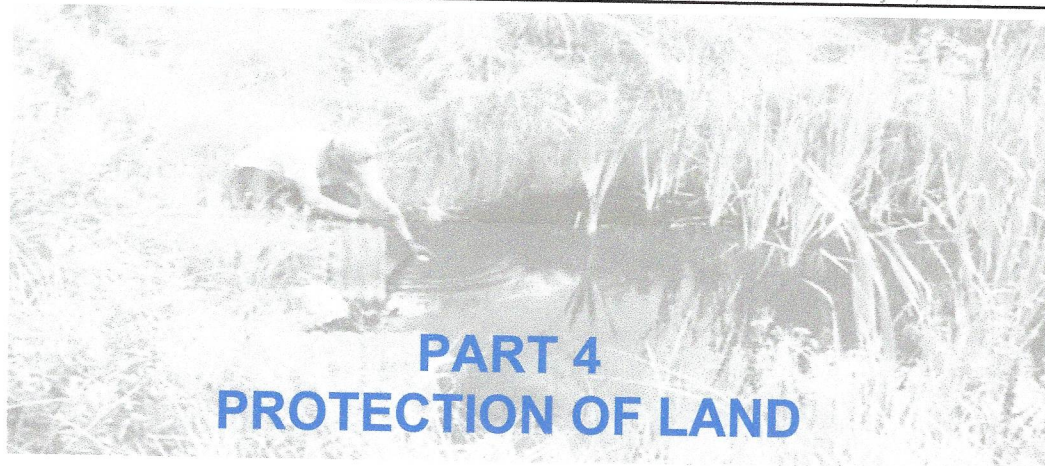
16.5 A matter shall be considered approved at a ratification vote if at least a majority of participating Eligible Voters vote to approve the matter.

Policies Consultation, Approval
and Ratification

16.6 For greater certainty, Council may make Land Laws or policies:

- a) for meetings of Members;
- b) for community consultations;
- c) for community approvals;
- d) for ratification votes; and
- e) respecting any other matter, that Council, by resolution, declares to be subject to part 3 of this *Land Code*.





This section outlines some of the key protections the Land Code offers - and the special conditions by which BHFN could expropriate land (take away from a licensee or someone using the land). Taking away land would only be allowed for uses that would benefit the entire community such as for a fire hall, sewage or water treatment facility, hospitals, and schools. The section outlines how much money will be paid for the land that needs to be taken, and also the rights that may not be taken away.

This section also addresses land exchanges. It states that an agreement is necessary for BHFN to exchange land with another party (i.e. First Nation, Province, and Federal Government) and what should be in the agreement. It describes the conditions to be met for lands to be received (such as same size or value), the need for an appointed negotiator, for federal consent, for community notice, and for federal commitment to add any lands to the existing reserve base.

17. Expropriation

Acquisition by Mutual Agreement

- 17.1 The Brunswick House First Nation may expropriate an Interest or Licence in Brunswick House First Nation Land, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests that may be expropriated

- 17.2 An Interest or Licence in Brunswick House First Nation Land, or in any building or other structure on that Land, may only be expropriated by Brunswick House 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

- 17.3 A community expropriation shall only be made for necessary community works or other Brunswick House First Nation purposes, including a fire hall, sewage or

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water treatment facility, community center, public works, utilities, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.

Expropriation Land Laws

17.4 Before proceeding to make any community expropriations in accordance with this Land Code and the Framework Agreement, Council shall enact a Land 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

17.5 Before Brunswick House First Nation expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.

Member notification

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

Rights that may not be expropriated

17.7 In accordance with clause 17.6 of the Framework Agreement, an Interest of Canada or the province in Brunswick House First Nation Land is not subject to expropriation by the Brunswick House First Nation.

Compensation for rights and Interests

17.8 Brunswick House First Nation shall, in accordance with its Land 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.

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Compensation calculations

- 17.9 In accordance with clause 17.4 the Framework Agreement, Brunswick House 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

- 17.10 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

- 17.11 The resolution of disputes concerning the right of the Brunswick House 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

- 17.12 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.

18. Voluntary Exchange of Brunswick House First Nation Land

Conditions for a land exchange

- 18.1 The Brunswick House First Nation may agree with another party to exchange a parcel of Brunswick House First Nation Land for a parcel of land from that other party in accordance with this Land Code and the Framework Agreement.

No effect

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

Land to be received

- 18.3 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 Brunswick House First Nation Land to be exchanged;
- (b) it shall be at least comparable to the appraised value of the Brunswick House First Nation Land; and
- (c) it shall become a reserve and Brunswick House First Nation Land subject to this *Land Code*.

Negotiators

- 18.4 The person who will have authority to negotiate a land exchange agreement on behalf of the Brunswick House First Nation shall be designated by resolution.

Additional land

- 18.5 The Brunswick House First Nation may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by the Brunswick House First Nation in fee simple or some other manner.

Federal Consent

- 18.6 Before the Brunswick House 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 a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and
 - (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

- 18.7 Once negotiations on the land exchange agreement are concluded, Council shall provide the following information to Eligible Voters before the vote:
- (a) a description of the Brunswick House First 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 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.

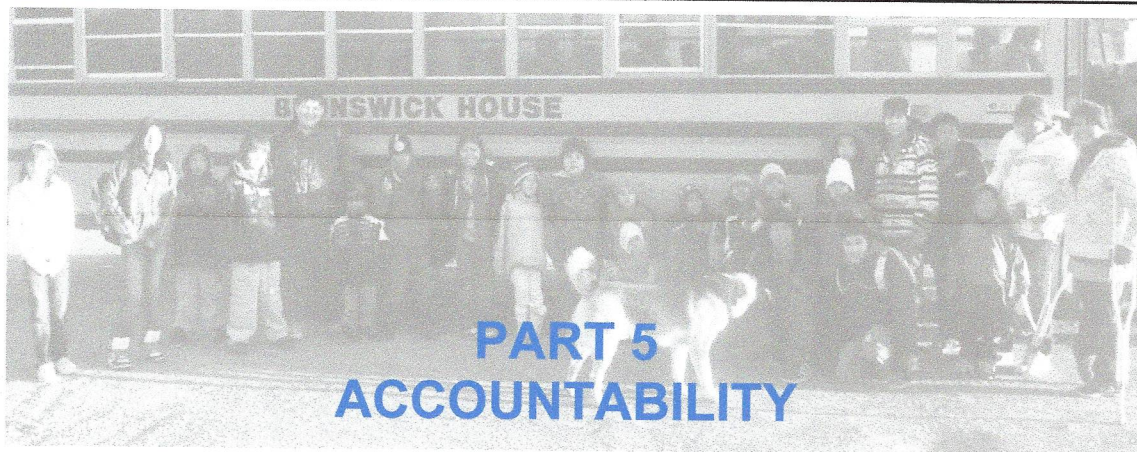
Process of land exchange

18.8 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 a reserve;
- (b) Council must pass a resolution authorizing Canada to transfer title to the Brunswick House First Nation 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 Register; and
- (d) the land to be set apart as a reserve 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 Brunswick House First Nation, and with full indemnification to Brunswick House First Nation.

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This section is about how the Land Code is applied by BHFN including the rules for a “conflict of interest.” If there is a real or perceived conflict of interest in a land decision, the Land Code states that the person with the conflict is not to participate in those land decisions.

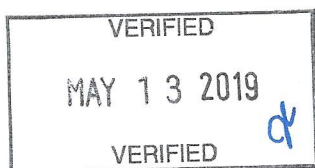
This section also addresses financial management related to lands and resources. It includes the ability of Council to make financial management laws or policies for how BHFN will use federal money, and any revenue for grants or licenses of land interests and natural resources. It states how BHFN will set up a financial management structure (for day-to-day financial operations related to BHFN lands and resources). It states that BHFN must prepare an annual report for the members and provide members and other persons authorized by Council access to financial reports.

19. Conflict of Interest or Appearance of Conflict of Interest

Application of rules

19.1 The conflict of interest rules in this Land Code apply to the following persons:

- (a) each member of Council who is dealing with any matter before Council that is related to Brunswick House First Nation Land;
- (b) each person who is an employee of the Brunswick House First Nation dealing with any matter that is related to Brunswick House First Nation 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 Brunswick House First Nation dealing with any matter that is related to Brunswick House First Nation Land.



Duty to report and abstain

19.2 If there is any actual or apparent 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

19.3 A person has an apparent 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

19.4 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

19.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, a proposed Land Law or resolution to a community meeting of Members under Part 3 of this Land Code and, if a quorum of Eligible Voters is present, a majority of the Eligible Voters present at the meeting may approve the matter, Land Law or resolution.

Specific Conflict situations

19.6 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 Brunswick House First Nation Land. Council or any other elected board, committee or body is exempt from this rule.

Disputes

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

Other laws

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

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20. Financial Management

Application

- 20.1 This section applies only to financial matters relating to Brunswick House First Nation Land and natural resources.

Financial policies

- 20.2 Council may, in accordance with this Land Code, consult with the Members and Lands Advisory Committee to 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 Brunswick House First Nation 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

- 20.3 Council shall establish the administrative structure, and may consult with the Members and Lands Advisory Committee on community preferences, to:
- (a) implement all financial policies and procedures;
 - (b) oversee the day to day operational responsibilities for managing moneys related to Brunswick House First Nation Land and natural resources;
 - (c) ensure the accuracy of the accounting records;
 - (d) reconcile, review and approve bank statements;

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- (e) present the annual budgets to Members;
- (f) present annually an audit of the financial statements to the Members; and
- (g) prepare the annual report to Members.

21. Annual Report

Publish annual report

- 21.1 Council, on behalf of the Brunswick House First Nation, shall publish an annual report on Land matters.

Contents

- 21.2 The annual report shall include:
 - (a) an annual review of Brunswick House First Nation Land and natural resources management;
 - (b) annual budget;
 - (c) a copy and explanation of the audit as it applies to Brunswick House First Nation Land and natural resources; and
 - (d) any other matter as determined by Council or Lands Advisory Committee.

22. Access to Information

Access

- 22.1 Any person may, during normal business hours at the main administrative office of the Brunswick House First Nation, have reasonable access to:
 - (a) the register of Land Laws;
 - (b) the auditor's report; and
 - (c) the annual report on Land and natural resources.

Copies for Members

- 22.2 Any Member is entitled to obtain a copy of the auditor's report or annual report.

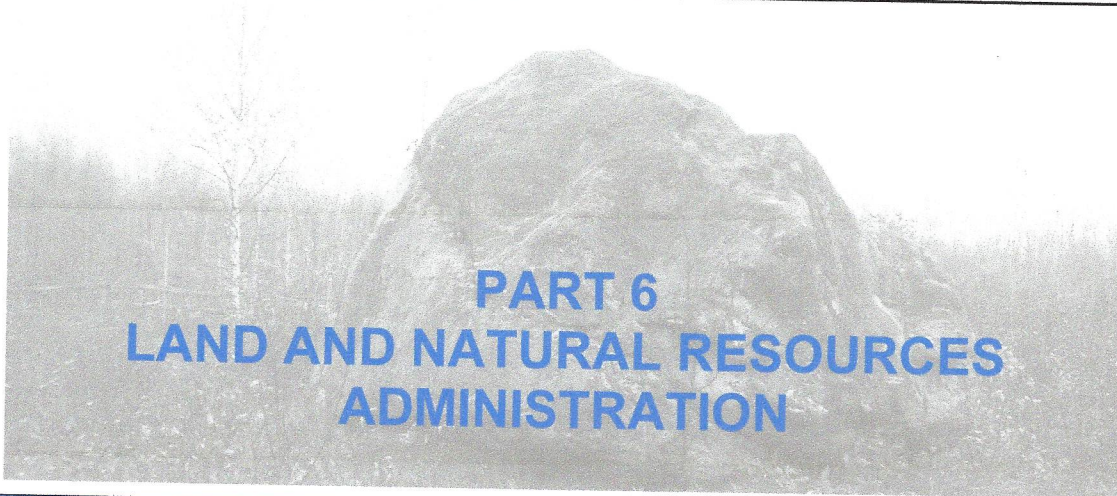


Access to records

22.3 Any person who is not a Member must be authorized by Council to inspect the financial records of Brunswick House First Nation related to Brunswick House First Nation Land.

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This section talks about the roles and responsibilities of Lands & Resources Staff and the Lands Advisory Committee. This section describes the number of years the Lands Advisory Committee will be in place and how the Lands Advisory Committee will be established and what they will do.

23. Land Staff

Administration

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

24. Lands Advisory Committee

Lands Advisory Committee established

- 24.1 The Lands Advisory Committee is hereby established for the following purposes:

- (a) assist Council with the development of the Land administration system;
- (b) advise Council and its staff on matters respecting Brunswick House First Nation Land;
- (c) recommend Land Laws, resolutions, policies and practices respecting Brunswick House First Nation Land to Council;
- (d) consult with Members and non-Members on Brunswick House First Nation Land issues, and to make recommendations on the resolution of those issues to Council;

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- (e) oversee community meetings of Members, community approvals and ratification votes; and
- (f) perform such other duties as may be delegated or assigned by resolution or Land Law under this *Land Code*.

Process to
Implement Land Laws

24.2 The Lands Advisory Committee shall, within a reasonable time after this Land Code takes effect, recommend to Council a community process to develop and implement Land Laws.

Internal procedures

24.3 The Lands Advisory 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.

25. Implementation of the Lands Advisory Committee

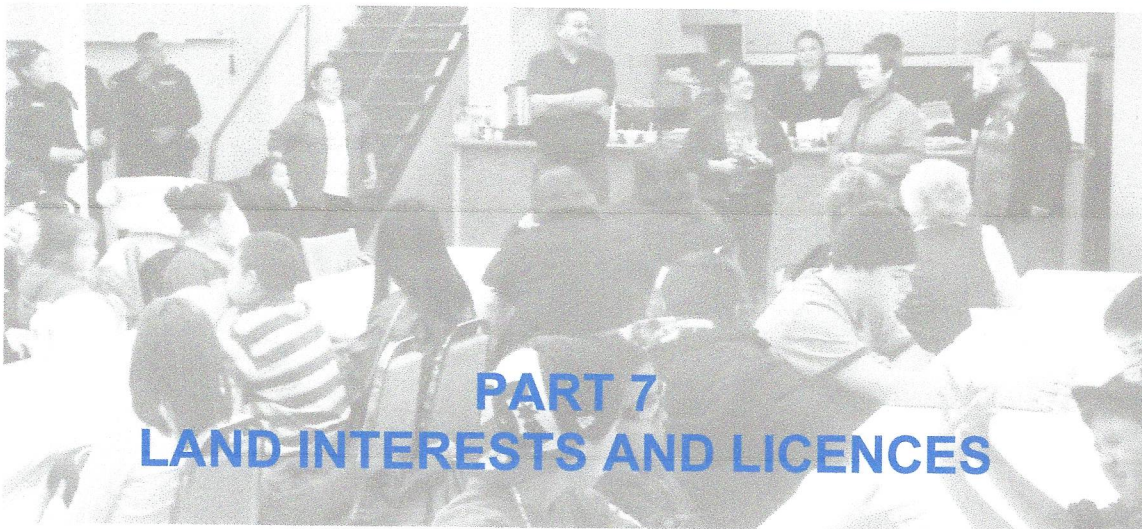
First Lands Advisory Committee

25.1 Immediately upon the coming into effect of this Land Code, Council shall select a Lands Advisory Committee to serve for a term of the earlier of: three (3) years; or until a policy governing the Lands Advisory Committee comes into force.

Policy Governing Successors to
the First Lands Advisory Committee

25.2 As soon as possible and within three (3) years after the coming into force of this Land Code, Council, in consultation with the Lands Advisory Committee, shall develop a policy that will be followed by the current and each successive Lands Advisory Committees. The policy will provide for Member involvement in the selection, election, or appointment of Eligible Voters to serve on the Lands Advisory Committee, and deal with such matters as number of 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 Advisory Committee.





PART 7 LAND INTERESTS AND LICENCES

This section relates to the operation of BHFN lands administration and how it will address existing and new land interests (such as certificates of possession, licenses or permits). It defines how the Lands Advisory Committee will set out the steps and rules for determining fees, rents and royalties for use of BHFN land and resources. It describes how land interests will be registered (with Council or community approval) in the First Nations Land Register.

The section sets out how BHFN may set limits on interests and licenses such as standards, criteria or forms. It states that interests or licenses that existed before the Land Code starts to be applied will be honoured.

It provides the rules for granting of new land interests or licenses. It also covers non-member interests and how interests can be transferred or allocated to members or non-members. The section describes how mortgages will be managed including mortgages on land, charges, defaulting, and for redeeming mortgages.

This section also covers who has the right to live on and have access to BHFN lands and what happens to those who are trespassing. Transfer of land interests when a member dies and matrimonial real property (to be made into a Matrimonial Real Property law) are also addressed in this section.

26. Revenue from Land and Natural Resources

Determination of fees and rent

- 26.1 The Lands Advisory Committee shall, subject to the approval of Council, establish the process and recommend any Land Laws, rules and policies for determining:
- (a) the fees and rent for Interests and Licences in Brunswick House First Nation Land;

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- (b) the fees for services provided in relation to any Brunswick House First Nation Land; and
- (c) the fees and royalties to be paid for the taking of natural resources from Brunswick House First Nation Land.

27. Registration of Interests and Licences

Enforcement of Interest and Licences

- 27.1 An Interest or Licence in Brunswick House First Nation Land created or granted after this Land Code takes effect is not enforceable unless it is registered in the First Nation Lands Register.

Registration of Consent or approval

- 27.2 An instrument granting an Interest or Licence in Brunswick House First Nation 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

- 27.3 A copy of the following instruments shall be deposited in the First Nation Lands Register:
- (a) any grant of an Interest or Licence in Brunswick House First Nation Land;
 - (b) any transfer or assignment of an Interest or Licence in Brunswick House First Nation Land;
 - (c) every Land use plan, subdivision plan or resource use plan;
 - (d) every Land Law: and
 - (e) this *Land Code* and any amendment to this *Land Code*.

28. Limits on Interests and Licences

All dispositions in writing

- 28.1 An Interest or Licence in Brunswick House First Nation Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this Land Code and any relevant Land Law.



Standards

28.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in Brunswick House First Nation Land.

Improper Transactions void

28.3 A deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which the Brunswick House First Nation, a Member or any other person purports to grant, dispose of, transfer or assign an Interest or Licence in Brunswick House First Nation Land after the date this Land Code takes effect is void if it contravenes this Land Code.

29. Existing Interests

Continuation of existing Interests and Licences

29.1 Any Interest or Licence in Brunswick House First Nation Land that existed when this Land Code takes effect will, subject to this Land Code, continue in force in accordance with its terms and conditions.

Voluntary replacement of existing Interests and Licences

29.2 For greater certainty, Interests or Licences previously issued under the Indian Act shall continue in effect after the coming into force of this Land Code 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

29.3 Immediately upon the coming into force of this Land Code, Canada transfers to Brunswick House First Nation all the rights and obligations of Canada as grantor in respect of existing Interests and Licences in or in relation to Brunswick House First Nation Land.

Unregistered Interests

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

30. New Interests and Licences

Authority to make Dispositions

30.1 Council may, on behalf of Brunswick House First Nation, grant:

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- (a) Interests and Licences in Brunswick House First Nation Land, including certificates of possession, member allocations, leases, permits, easements and rights-of-ways; and
- (b) Licences to take natural resources from Brunswick House First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

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

Role of the Lands Committee

30.3 The Lands Advisory 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.

31. Interests of Non-Members

Grants to non-Members

31.1 A transfer or other disposition of all or any part of an Interest or Licence in Brunswick House First Nation Land to a person who is not a Member shall not be effective unless and until it is confirmed by a resolution of Council.

32. Certificates of Possession or Member Interests

Application

32.1 For greater certainty, certificates of possession or Member Interests previously issued under the Indian Act shall continue to exist after the coming into force of this Land Code.

33. Allocation of Land to Members

Policies and procedures for allocation of Land

33.1 Subject to the provisions of this Land Code, Council in consultation with the Lands Advisory Committee shall establish Land Laws, policies and procedures for the allocation of Land to Members.

Allocation

33.2 Council may, in accordance with this Land Code:



- (a) allocate Land to Members; or
- (b) issue a certificate for an interest to a Member for Land allocated to that Member.

No allocation of Land to non-Members

33.3 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Brunswick House First Nation Land.

34. Transfer and Assignment of Interests

Transfer of Member Interest

34.1 A Member may transfer or assign an Interest in Brunswick House First Nation Land to another Member without Community Approval or the consent of Council.

Consent of Council

34.2 There shall be no transfer or assignment of an Interest in Brunswick House First Nation Land without the written consent of Council, except for:

- (a) transfers between Members;
- (b) transfers that occur by operation of law, including transfers of estate by testamentary disposition; and
- (c) transfers in accordance with the matrimonial real property on reserve law.

35. Limits on Mortgages and Seizures

Protections

35.1 In accordance with the Framework Agreement, the following provisions of the Indian Act, as amended from time to time, continue to apply to the Brunswick House First Nation Land:

- (a) section 29;
- (b) section 87;
- (c) Sub-section 89(1); and
- (d) Sub-section 89(2).



Mortgage of Allocated Land

35.2 The Interest of a Member in Brunswick House First Nation Land may be subject to a mortgage or charge, but only to a Member or, the Brunswick House First Nation with the express written consent of Council.

Mortgages of leasehold Interests with consent

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

Time limit

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

Default in mortgage

35.5 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 Register; and
- (c) a reasonable opportunity to redeem the charge or mortgage is given to Council on behalf of Brunswick House First Nation.

Power of redemption

35.6 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

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

36. Residency and Access Rights



Right of residence

36.1 The following persons have a right to reside on Brunswick House First Nation Land:



- (a) Members and their Spouses and children;
- (b) Members with a registered Interest in Brunswick House First Nation 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 Advisory Committee or by a Brunswick House First Nation Land Law.

Right of Access

36.2 The following persons have a right of access to Brunswick House First Nation Land:

- (a) a lessee and his or her invitees;
- (b) a person granted a right of access under a permit;
- (c) Brunswick House First Nation 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 Brunswick House First Nation, Parliament or the province 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 Lands Advisory Committee or by a Brunswick House First Nation Land Law.

Public access

36.3 Any person may have access to Brunswick House First Nation Land for any social or business purposes, if:

- (a) the person does not trespass on occupied Brunswick House First Nation 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

- 36.4 Any person may have the right of access to Brunswick House First Nation public roads, subject to this Land Code and Land Laws.

Trespass

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

Civil remedies

- 36.6 All civil remedies for trespass are preserved.

37. Transfers on Death

Indian Act application

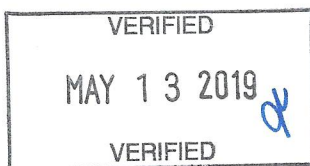
- 37.1 Until Brunswick House First Nation exercises jurisdiction in relation to wills and estates, the provision of the Indian Act dealing with wills and estates shall continue to apply with respect to Interests in Brunswick House First Nation Land.

Registration of transfer

- 37.2 A person who receives an Interest in Brunswick House First Nation 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 Register.

Disposition of Interest

- 37.3 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 Brunswick House First Nation 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 Brunswick House First Nation.



38. Matrimonial Real Property on Reserve Law

Development of rules and procedures

- 38.1 Council shall enact a matrimonial real property on reserve law providing rules and procedures applicable on the breakdown of a marriage, to:
- (a) the use, occupancy and possession of Brunswick House First Nation Land;
 - (b) the division of Interests in that Land; and
 - (c) the division of the value of improvements in that Land.

Enactment of rules and procedures

- 38.2 The rules and procedures contained in the matrimonial real property on reserve law shall be developed by the Lands Advisory Committee in consultation with the Members.

General principles

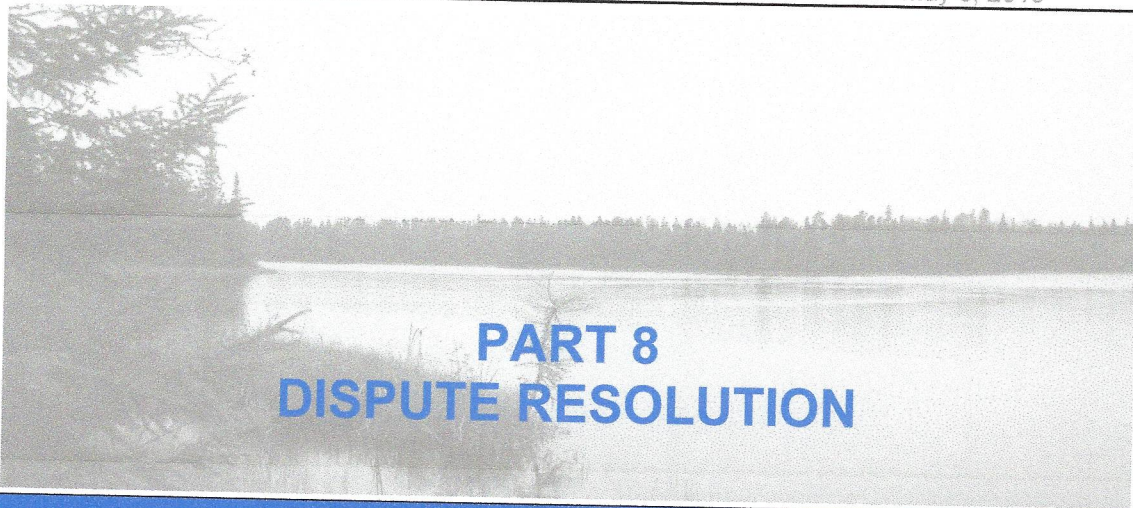
- 38.3 For greater certainty, the rules and procedures developed by the Lands Advisory Committee under this section shall respect the following general principles:
- (a) each Spouse should have an equal right to possession of their matrimonial home;
 - (b) each Spouse should be entitled to an undivided 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 Brunswick House First Nation Land or a charge against a permanent Interest in Brunswick House First Nation Land.

Interim Rules

- 38.4 The Family Homes on Reserve and Matrimonial Interests or Rights Act shall serve as the interim rules and its provisions regarding breakdown of marriage shall be repealed upon the coming into force of the matrimonial real property on reserve law enacted in accordance with the Land Code.

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This section covers the how disagreements (or disputes) will be settled between and amongst BHFN members and others with a right to live on the BHFN reserves. This section also identifies when the dispute process can not be used such as for decisions related to housing allocation, decisions of Council to give or not give a certificate of possession or licence.

It states that in settling disputes a 'Roster Panel' of 20 BHFN members will be picked by Council to act fairly and objectively and set out the rules of hearing disagreements. BHFN members and other land rights holders can ask for their disagreement to be solved by a 3-member 'Dispute Resolution Panel' picked by those in the disagreement from the 'Roster Panel.' The section also describes the powers of the Dispute Resolution Panel.

39. Purpose

Intent

39.1 The intent of this part is to ensure that all persons entitled to possess, reside upon, use or otherwise occupy Brunswick House First Nation Land do so harmoniously with due respect to the rights of others and of Brunswick House First Nation and with access to Brunswick House First Nation procedures to resolve disputes.

Purpose

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

40. Disputes

Dispute Prevention

40.1 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.

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Disputes Prior to Land Code

40.2 Disputes that arose before the Land Code takes effect could also be referred to this part.

Decision of Council or Lands Advisory Committee

40.3 If a Member, or a non-Member with an Interest in Brunswick House First Nation Land, has a dispute with respect to a decision of Council or the Lands Advisory Committee ("Decision"), the person shall first attempt to resolve that dispute with Council or the Lands Advisory Committee, before referring the dispute to the Dispute Resolution Panel.

Settle a Dispute

40.4 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.

Settlement Agreement

40.5 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

40.6 A contractual agreement made under this Land Code may establish that the dispute resolution outlined in this Land Code and its Land Laws 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

40.7 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 notify the Dispute Resolution Panel in writing.

Civil Remedies

40.8 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

40.9 For greater certainty, nothing in this part shall be construed to prevent a party to a dispute from challenging the validity of a Land Law, but such a challenge may be heard only in a court of competent jurisdiction.

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41. Processes

Procedure to File a Dispute

41.1 A person who wishes to resolve a dispute with another person or Brunswick House First Nation in relation to the use or occupation of Brunswick House First Nation Land may file a written notice of dispute to the Lands Department 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.

Staged Processes

41.2 Brunswick House First Nation intends that a dispute in relation to Brunswick House First Nation Land, except as otherwise provided, may progress through the following stages:

- (a) facilitated discussions including talking circles and other culturally appropriate methods;
- (b) negotiation;
- (c) mediation; and
- (d) final arbitration by the Dispute Resolution Panel.

Termination of Processes

41.3 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

41.4 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

41.5 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 Brunswick House First Nation Land to a non-Member;
- (d) decisions on expropriation under this *Land Code*: and
- (e) prosecution or conviction of an offence under a Land Law or under criminal law.

Duty of Fairness

41.6 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

41.7 Council may prescribe such laws, resolutions, rules, policies, procedures, forms and reasonable fees not inconsistent with this Land Code, 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;

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- (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 the Dispute Resolution Panel;
- (g) implementing recommendations of the Dispute Resolution Panel; and
- (h) any other matter necessary to give effect to this part.

Waiver of Liability

41.8 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.

42. Roster Panel Established

Appointment to Roster Panel

42.1 The Roster Panel shall be composed of a maximum of twenty (20) panelists.

Ineligible

42.2 Notwithstanding the general rules of conflict of interest in the Land Code, no Council member, or employee of Brunswick House First Nation or person already serving on another board, body, or committee related to Brunswick House First Nation Land shall sit on the Roster Panel.

Representation

42.3 Council shall appoint the Roster panelists, and shall ensure that, where possible, the Roster panelists represent the various elements of the community, which may include family groups.

Rules of Roster Panel

42.4 The Roster Panel may establish rules for the procedure at its hearings and generally for the conduct of its affairs.



43. Impartiality of the Dispute Resolution Panel

Duty to Act Impartially

- 43.1 The Dispute Resolution Panel shall act impartially and without bias or favour to any party in a dispute.

Offence

- 43.2 It is an offence for a person to act, or attempt to act, in a way to improperly influence a decision of the Dispute Resolution Panel.

Rejection of Application

- 43.3 In addition to any other sanction, the 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 to improperly influence its decision.

Rules of Conduct for Parties to a Dispute

- 43.4 The Roster Panel shall establish rules of conduct for the parties to a dispute.

44. Arbitration by the Dispute Resolution Panel

Disputes

- 44.1 Applications for resolution by a Dispute Resolution Panel shall be submitted to the Lands Department, which may/shall refer the application to the Roster Panel.

Panel of Three Chosen from Roster Panel

- 44.2 Disputes referred to the Roster Panel are to be heard by three (3) Dispute Resolution panelists chosen as follows:
- (a) one (1) panelist is to be chosen by each of the two (2) parties to the dispute; then these two panelists will choose:
 - (b) the final and third panelist, who is to be the chairperson;
 - (c) in the case of situations not adequately covered by clause (a) or (b), all three (3) panelists shall to be chosen by the Roster Panel as a whole.

Dispute Resolution Panel Established

- 44.3 The Dispute Resolution Panels are hereby granted jurisdiction to resolve disputes in relation to Brunswick House First Nation Land.



Dispute resolution
not available

44.4 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 Code.

45. Powers of the Dispute Resolution Panel

Power of the Dispute Resolution Panel

45.1 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 to the Council or Lands Advisory Committee as appropriate 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 Brunswick House First Nation Land, the registration of an Interest in Brunswick House First Nation 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

45.2 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 Land Law or decision made by Council for such period as is necessary for Council to reconsider, amend or repeal such Land Law or decision, provided that any amendment or repeal of a Land Law is made in a manner consistent with this *Land Code*; or
- (b) any other recommendation that it deems reasonable and necessary in the circumstances.



Interim Decisions

45.3 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 Brunswick House First Nation Land.



Professional Services

45.4 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

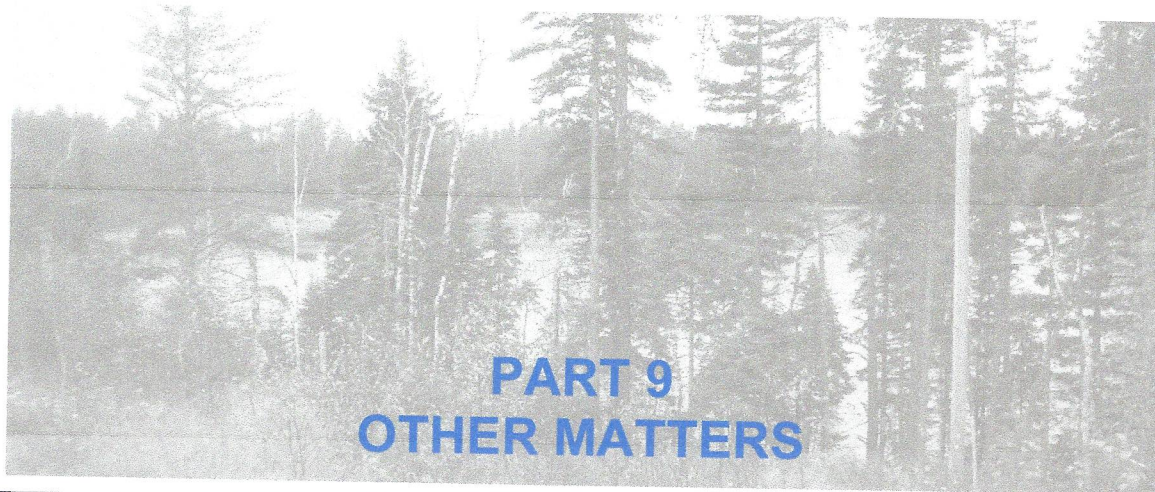
45.5 Decisions of the Dispute Resolution Panel shall be in writing, signed by the person chairing the Dispute Resolution Panel or by an officer designated by the Dispute Resolution Panel to do so. The written decision shall be provided to the parties to the proceeding within fourteen (14) days after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

Appeal of Decision

45.6 A decision of the Dispute Resolution Panel is binding but, subject to review by the Federal Court (Trial Division).

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This section defines four items to address common issues:

- Liability - the need for director and officers insurance for Lands Advisory Committee members,
- Offences and enforcement - what are offences and what is the penalty and how will this be enforced,
- Changes or revisions to Land Code - the process for amending this Land Code, and
- Commencement - when the Land Code will start being applied.

46. Liability

Liability Coverage

46.1 Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Brunswick House First Nation Land to indemnify them against personal liability arising from the performance of those duties.

Extent of coverage

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

47. Revisions to Land Code

Revisions

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

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- (a) an amendment of the description of Brunswick House First Nation Land subject to this *Land Code* and Individual Agreement;
- (b) a reference in this *Land Code* to a clause in another act or document that was amended and resulted in clause renumbering;
- (c) a reference in this *Land Code* to an Act or parts thereof that have expired, have been repealed or suspended;
- (d) changes in this *Land Code* 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 the Brunswick House First Nation without changing the substance of this *Land Code*; and
- (f) correct editing, grammatical or typographical errors.

48. Commencement

Preconditions

- 48.1 This *Land Code* shall take effect if 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

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



APPENDIX "A"

Description of the Brunswick House First Nation Land as listed as ANNEX "G" in the Individual Agreement on First Nation Land Management between Brunswick House First Nation and Canada.

ANNEX "G"

DESCRIPTION OF BRUNSWICK HOUSE FIRST NATION LAND

The following Land Description, prepared by Kenton H. Campbell, OLS, CLS, of Natural Resources Canada, is available for review at the Brunswick House First Nation Land Management Office located at 1 Ojimaw Dr, Hwy 101E, Brunswick House First Nation:

- Mountbatten Indian Reserve (06162) – Canada Lands Survey Record FB 42063
- Duck Lake Indian Reserve (06163) – Canada Lands Survey Record FB 42064

