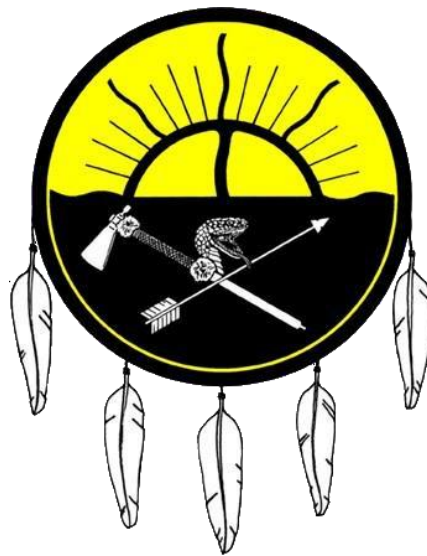


SERPENT RIVER FIRST NATION LAND CODE



(Draft #3)
February 2017

TABLE OF CONTENTS

PREAMBLE	1
PART 1.....PRELIMINARY MATTERS	2
1. Title	2
2. Definitions.....	2
3. Interpretation.....	4
4. Authority to Govern.....	6
5. Purpose.....	6
6. Description of Serpent River First Nation Land.....	7
PART 2..... FIRST NATION LEGISLATIONS	8
7. Law-Making Powers.....	8
8. Law-Making Procedure	8
9. Publication of Land Laws	10
10. Enforcement of Land Laws.....	10
PART 3.....COMMUNITY MEETINGS AND APPROVALS	11
11. Participation of Members.....	11
12. Participation of Eligible Voters	12
13. Meeting of Members and Community Approval Procedure.....	12
14. Community Meetings of Members	13
15. Community Approval	13
16. Ratification Votes	15
PART 4..... PROTECTION OF LAND	16
17. Expropriation	16
18. Heritage Sites.....	18
19. Voluntary Exchange of Serpent River First Nation Land.....	18
PART 5.....ACCOUNTABILITY	20
20. Conflict of Interest or Appearance of Conflict of Interest	20
21. Financial Management.....	21
22. Annual Report.....	26
23. Access to Information	26
PART 6..... LAND AND NATURAL RESOURCES ADMINISTRATION	27
24. Land Staff.....	27
25. Lands Committee	27
26. Implementation of the Lands Committee	28
27. Membership of Lands Committee	28
28. Chair of Lands Committee.....	30
29. Revenue from Lands.....	31
PART 7..... INTERESTS AND LICENCES IN LAND	32

30.	Revenue from Land and Natural Resources	32
31.	Registration of Interests and Licences and Land Registry.....	32
32.	Limits on Interests and Licenses.....	33
33.	Existing Interests.....	34
34.	New Interests and Licences	34
35.	Interests of Non-Members	35
36.	Certificates of Possession or Member Interests	35
37.	Allocation of Land to Members	35
38.	Transfer and Assignment of Interests	36
39.	Limits on Mortgages and Seizures.....	36
40.	Residency and Access Rights	37
41.	Transfers on Death.....	38
42.	Matrimonial Real Property on Reserve Law	39
43.	Cancellation or Forfeiture of Interests	40
PART 8.....DISPUTE RESOLUTION		41
44.	Purpose.....	41
45.	Disputes.....	41
46.	Processes	42
47.	Roster Panel Established.....	44
48.	Impartiality of the Dispute Resolution Panel.....	44
49.	Arbitration by the Dispute Resolution Panel	45
50.	Powers of the Dispute Resolution Panel.....	45
PART 9.....OTHER MATTERS		46
51.	Liability.....	46
52.	Offences	47
53.	Revisions to <i>Land Code</i>	47
54.	Commencement	49
55.	Environmental Protection.....	49
APPENDIX “A”.....		50

SERPENT RIVER FIRST NATION LAND CODE

PREAMBLE

Whereas the Serpent River First Nation has a historic and legal interest in its traditional lands and in its Reserve land, based on traditional cultural values and the principles of sustainability, and wishes to manage its lands in order to ensure a healthy ecosystem for future generations,

And Whereas Serpent River First Nation asserts its right to govern itself in relation to matters that are integral to Anishnabe culture, identity, traditions, language, and with respect for its special relationship to the land and resources,

And Whereas fourteen First Nations and Canada concluded a government-to-government *Framework Agreement on First Nation Land Management* on February 12, 1996; providing an option for First Nations to withdraw their reserve land from the land management provisions of the Indian Act and exercise First Nation jurisdiction over reserve land,

And Whereas Serpent River First Nation, as the governing authority of Serpent River First Nation reserve lands will have recognized legal status and capacity to acquire and hold property, to borrow and contract and to expend and invest money and have status to become a party to legal proceedings for the benefit of band 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 Serpent River First Nation became a signatory on SEPTEMBER 1, 2015 to the *Framework Agreement on First Nation Land Management*, and wishes to govern its Land and resources under the *Serpent River 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 Serpent River First Nation will continue,

And Whereas the *Framework Agreement on First Nation Land Management* is ratified by Serpent River First Nation through community approval of the *Serpent River First Nation Land Code*,

**NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE
FUNDAMENTAL LAND LAW OF THE SERPENT RIVER FIRST NATION.**

Part 1
PRELIMINARY MATTERS

1. Title

Title

- 1.1 The title of this enactment is the SERPENT RIVER FIRST NATION LAND CODE.

2. Definitions

Clarification

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

Definitions

- 2.2 The following definitions apply in this *Land Code*:

“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 Serpent River First Nation Land in which all Members have a common interest;

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

“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 maintained by the Department of Indigenous and Northern Affairs Canada;

“*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 Serpent River First Nation on SEPTEMBER 1, 2015.

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

“Individual Agreement” means the Individual Agreement made between the Serpent River 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 “Serpent River First Nation Land” means any reserve Land that is subject to this *Land Code*;

“*Land Code*” means the *Serpent River First Nation Land Code*, and sets out the basic provisions regarding the exercise of the Serpent River First Nation’s rights and powers over its Land;

“Land Law” means a law, including, but not limited to, policies, regulations, standards, restricted to Serpent River First Nation Land, enacted in accordance with this *Land Code*;

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

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

“Long-Term Debt Liability” means a loan, guarantee, bond, debenture or other form of financial obligation that exceeds five (5) years;

“Meeting of Members” means a meeting under Part 3 of this *Land Code* to which the Members are invited to attend;

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

“Serpent River First Nation” means the Serpent River First Nation and its Members;

“Panel” means the Dispute Resolution Panel established under Part 8 of this *Land Code*;

“Resolution” means a Band Council Resolution enacted under this *Land Code*;

“Riparian Rights” means the legal right of owners of land bordering on a river or other body of water, and any law that pertains to use of the water for that land; and

“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.

3. Interpretation

Interpretation

3.1 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) 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;
- (e) titles and headings of Parts and provisions have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;
- (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 Serpent River First Nation administration building falls on a day when the office is not open during regular business hours, 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*.

Principles

- 3.2 Serpent River First Nation has occupied and benefited from Serpent River First Nation traditional territory since time immemorial.
- 3.3 Serpent River First Nation maintains a legal interest in its traditional territory and has never relinquished title to its lands.

- 3.4 Serpent River First Nation is committed to protecting the Aboriginal, Treaty, inherent or other rights or freedoms that pertain now or in the future to the Serpent River First Nation and or its Members.
- 3.5 Serpent River First Nation will exercise its inherent right to self-government and provide for governance that is accessible, stable, effective, accountable and transparent.

Culture and traditions

- 3.6 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 Serpent River First Nation unless otherwise provided.

Language

- 3.7 The language of the Serpent River 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.

Paramountcy

- 3.8 If there is an inconsistency or conflict between this *Land Code* and any other enactment of the Serpent River 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.

Consistency with *Framework Agreement*

- 3.9 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.

Rights not affected

- 3.10 This *Land Code* does not change:
- (a) the by-law powers of Council pursuant to the *Indian Act*;
 - (b) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Serpent River First Nation or its Members; or
 - (c) the fiduciary relationship between Canada and Serpent River First Nation and its Members.

Lands and Interests affected

- 3.11 A reference to Land in this *Land Code* means all rights and resources in and of that Land, and includes:
- (a) The air, 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 Serpent River First Nation after this *Land Code* comes into effect.

Natural Resources

- 3.12 Subject to applicable law, all natural resources on Serpent River First Nation Lands belong to Serpent River First Nation.

Eligible Reserve Land

- 3.13 Only Land that has legal Reserve status is eligible to be governed under this Land Code.

Title

- 3.14 Title to all Serpent River First Nation lands shall continue to be held in the name of Her Majesty the Queen in Right of Canada for the use and benefit of the people of Serpent River First Nation.

4. Authority to Govern

Origin of authority

- 4.1 The traditional and cultural teachings of the Serpent River First Nation contain historical evidence of the inherent and inalienable right and responsibility of the people of the Serpent River First Nation to manage and care for the Land and protect it for the benefit of future generations. By enacting this *Land Code*, the Serpent River First Nation is reclaiming its responsibility, rights and jurisdiction. This Land Code is adopted without prejudice to Serpent River First Nation's legal and historical interests in its Treaty territory.

Flow of authority

- 4.2 The authority of the Serpent River First Nation to govern its Land and resources is inherent and flows from the Creator to the people in common of the Serpent River First Nation. This authority is exercised by the people through the Council of Serpent River First Nation. Governance is guided by the culture, traditions, customs and laws of the Serpent River First Nation.

5. Purpose

Purpose

- 5.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to Serpent River First Nation Land and by which the Serpent River First Nation will exercise authority over that Land in accordance with the *Framework Agreement*.
- 5.2 The use and development of Serpent River First Nation land is subject to this Land Code, Serpent River First Nation Law and other applicable laws.
- 5.3 The Individual Transfer Agreement is ratified and confirmed when this Land Code comes into effect.

Part 2
FIRST NATION LEGISLATION

7. Law-Making Powers

Council may make Land Laws

- 7.1 Council may, in accordance with this *Land Code*, make Land Laws respecting:
- (a) the development, conservation, protection, management, use and possession of Serpent River First Nation Land;
 - (b) Interests including Allotments, Leaseholds, Easements, Permits, Mortgages, and Licences in relation to Serpent River First Nation Land; and
 - (c) any matter necessary or ancillary to the making of Land Laws in relation to the Serpent River First Nation Land.

Examples of Land Laws

- 7.2 For greater certainty, Council may make Land Laws including, but not limited 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 Serpent River First Nation Land;
 - (c) environmental assessment and protection;
 - (d) provision of local services in relation to Serpent River First Nation Land and the imposition of equitable user charges;
 - (e) enforcement of Serpent River First Nation Land Laws; and
 - (f) provision of services for the resolution, outside the courts, of disputes in relation to Serpent River First Nation Land.

Regulatory Instruments

- 7.3 For greater certainty, in addition to Land Laws, Council may make other regulatory instruments, including, but not limited to, rules, regulations, standards, codes and policies.

8. Law-Making Procedure

Introduction of Land Laws

- 8.1 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 Committee or other body or authority composed of Members, that may be authorized by Council to do so; or
- (d) any member of Serpent River First Nation over the age of eighteen(18) who provides fifty (50) witnessed signatures of eligible voters who support the proposed law.

Rationalization of Proposal

- 8.2 It shall be incumbent upon any proponent mentioned in clause 8.1 to submit a written explanation of the reason for the proposed Land Law.

Procedure upon receipt of Proposal

- 8.3 Upon receipt of a Land Law proposal, Council may:
- (a) table the Land Law proposal 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 Land Law proposal;
 - (c) undertake or direct the preparation of a draft Land Law concerning matters raised in the Land Law proposal, for consideration by Council; or
 - (d) decline the Land Law proposal.

Tabling and posting of proposed Land Laws

- 8.4 Before a proposed Land Law may be enacted by Council, it shall first be:
- (a) tabled at a duly convened meeting of Council held at least forty-two (42) days before the Land Law is to be enacted;
 - (b) deposited with the Lands Committee at least thirty-five (35) days before the Land Law is to be enacted;
 - (c) provided to the Members, posted in public places on Serpent River First Nation Land and publicly available online at least thirty-five (35) days before the Land Law is to be enacted; and
 - (d) any additional method as Council may consider appropriate.

Urgent matters

- 8.5 Council may enact a Land Law without the preliminary steps required under clause 8.4, if Council is of the opinion that the Land Law is needed urgently for public health and safety or to protect Serpent River First Nation Land or the Members.

Expiration

- 8.6 A Land Law enacted under clause 8.5 expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with clause 8.4.

Approval of Land Law

- 8.7 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

- 8.8 The original copy of any approved Land Law or Resolution concerning Serpent River First Nation Land shall be signed by a quorum of Council.

Land Laws taking effect

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

9. Publication of Land Laws

Publication

- 9.1 Land Laws pursuant to this *Land Code* shall be published:
- (a) in the minutes of the Council meeting at which it was enacted;
 - (b) by posting a copy of the Land Law in a location within the administrative office of Serpent River First Nation accessible to all Members, as soon as practicable after enactment and for a period of not less than thirty (30) days thereafter;
 - (c) by making it publicly available on the Serpent River First Nation website; and
 - (d) any additional method as Council may consider appropriate.

Registry of Land Laws

- 9.2 Council shall cause to be kept, at the administrative offices of the Serpent River First Nation, a register of the original copy 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

- 9.3 Any person may obtain a copy of a Land Law or Resolution on payment of a reasonable fee set by Council or a designate. Fees may be amended from time to time.

10. Enforcement of Land Laws

Enforceability of Land Laws

- 10.1 To enforce its *Land Code* and its Land Laws, the Serpent River 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; and
- (c) establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information.

Prosecuting Offences

- 10.2 For the purpose of prosecuting offences, Serpent River First Nation shall follow one or more of the following options, including but not limited to:
- (a) retain its own prosecutor;
 - (b) enter into an agreement with the government of the province of Ontario to arrange for a provincial prosecutor; or
 - (c) make laws with respect to the appointment of Justices of the Peace.

Part 3 COMMUNITY MEETINGS AND APPROVALS

11. Participation of Members

Participation of Members

- 11.1 Every Member is entitled to participate in the community meetings process set out in Part 3 of this *Land Code*.
- 11.2 The Council shall convene a Membership Meeting to receive input prior to the introduction of laws:
- (a) respecting a community plan or subdivision plan;
 - (b) declaring land or an interest referred to in 6.4 to be subject to the Land Code;
 - (c) affecting land previously defined as a heritage site or as environmentally sensitive property;
 - (d) respecting environmental assessment;
 - (e) respecting the transfer and assignment of interests in land;
 - (f) respecting the rate and criteria for the payment of fees or rent for land; and
 - (g) respecting any other law or class of law that Council, by resolution declares to be subject to this Section.

12. Participation of Eligible Voters

Participation of Eligible Voters

- 12.1 Every Eligible Voter is entitled to participate in the community approval process set out in Part 3 of this *Land Code*.

13. Meeting of Members and Community Approval Procedure

Notice of meeting

- 13.1 Council shall give written notice of the Meeting of Members and/or community approval that shall include:
- (a) the date, time and place of the meeting or community approval;
 - (b) a brief description of the matter/s to be discussed and/or decided on at the meeting or community approval; and
 - (c) such other information and material that Council may consider appropriate.

Manner of notice

- 13.2 The notice shall be given to the Members by:
- (a) posting the notice in public places on Serpent River First Nation Land at least forty two (42) days before the meeting or vote;
 - (b) mailing the notice to Members and taking reasonable steps to locate and inform Members who reside on and off-reserve at least forty two (42) days before the meeting or vote;
 - (c) posting the notice on a website maintained by the Serpent River First Nation that is open and accessible by any person who may be entitled to attend the meeting at least forty two (42) days before the meeting or vote;
 - (d) publishing the notice in the community newsletter or local newspaper at least thirty five (35) days before the meeting or vote; and
 - (e) such additional method as Council may consider appropriate in the circumstances.

Permission of Council

- 13.3 A person, other than a Member, may attend a Meeting of Members only with permission of Council.

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 Serpent River First Nation Land;
- (f) enacting a Land Law respecting matrimonial real property on reserve under section 42;
- (g) enacting a Land Law respecting the rate and criteria for the payment of fees or rent for Serpent River 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 For greater certainty, a community meeting for input purposes does not require a quorum.

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 Serpent River 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 Serpent River 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 Serpent River First Nation Land exceeding a term of five (5) years;

- (e) any deletion of a heritage site;
- (f) any voluntary exchange of Serpent River First Nation Land referred to in section 19 of this *Land Code*; and
- (g) any Land Law or class of law that Council, by Resolution, declares to be subject to this section;
- (h) Any substantive changes made to this Land Code.

Method of Voting

- 15.2 Community approval may be obtained by calling for a vote by one or more of the following methods, including:
- (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.

Quorum

- 15.3 In order to obtain a quorum for community approval, at least ten percent (10%) of Eligible Voters shall participate.

Approval by Majority

- 15.4 For community approvals, a matter shall be considered approved if a majority of fifty percent plus one (50%+1) of the Eligible Voters cast a vote to approve the matter.

Second Community Approval

- 15.5 If a quorum was not obtained pursuant to clause 15.3 a second community approval vote may be called.

Second Community Approval Quorum

- 15.6 In order to obtain a quorum for a second attempt at a community approval vote, at least five percent (5%) of Eligible Voters shall participate.

Approval by Majority

- 15.7 A matter shall be considered approved at a second attempt at a community approval vote, if a majority of fifty percent plus one (50%+1) of the Eligible Voters cast a vote to approve the matter.

Third Community Approval Vote

- 15.8 If a quorum was not obtained pursuant to clause 15.6 a third community approval vote may be called without any quorum requirement.

Approval by Majority

- 15.9 A matter shall be considered approved at a third attempt at a community approval vote, if a majority of fifty percent plus one (50%+1) of the Eligible Voters cast a vote to approve the matter.

16. Ratification VotesCommunity 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 53; and
 - (c) an amendment to, or renewal of, the Individual Agreement.

Ratification process

- 16.3 Any ratification vote required under this *Land Code* shall be conducted in substantially the same manner as the *Serpent River 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.

Quorum

- 16.5 In order to obtain a quorum for a community approval by ratification vote under this *Land Code* at least twenty percent (20%) of Eligible Voters shall register to vote.

Approval by majority

- 16.6 A matter shall be considered approved at a ratification vote if a majority of fifty percent plus one (50%+1) of the registered Eligible Voters cast a vote to approve the matter.

Second Ratification Vote

- 16.7 If a quorum was not obtained pursuant to clause 16.5 a second ratification vote may be called.

Second Ratification Vote Quorum

- 16.8 In order to obtain a quorum for community approval for a second attempt at a ratification vote under this *Land Code* at least ten percent (10%) of Eligible Voters shall register to vote.

Approval by Majority

- 16.9 A matter shall be considered approved at a second ratification vote if a majority of fifty percent plus one (50%+1) of the registered Eligible Voters cast a vote to approve the matter.

Policies Consultation, Approval
and Ratification

16.10 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*.

Part 4
PROTECTION OF LAND

17. Expropriation

Acquisition by Mutual Agreement

17.1 The right of the Serpent River First Nation to expropriate Reserve Land can only be exercised after a good faith effort to acquire, by mutual agreement, the Interest or Licence in Serpent River First Nation Land rather than by expropriation.

Rights and Interests that
may be expropriated

17.2 An Interest or Licence in Serpent River First Nation Land, or in any building or other structure on that Land, may only be expropriated by Serpent River 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 including but not limited to public green spaces, parks, treed areas or other Serpent River First Nation purposes, including but not limited to, a fire hall, sewage or 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) determining the environmental state of the land to be expropriated through an environmental assessment
- (d) notice of expropriation and service of the notice of expropriation;
- (e) entitlement to compensation;
- (f) determination of the amount of compensation; and
- (g) the method of payment of compensation.

Member notification

- 17.5 In the case of an expropriation of a Member's Interest in Serpent River 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 referred to in clause 17.6.

Public report

- 17.6 Before Serpent River First Nation expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.
- 17.7 An expropriation of a Member's interest has no effect unless the proposed expropriation first receives community approval by Ratification Vote.

Rights that may not be expropriated

- 17.8 In accordance with clause 17.6 the *Framework Agreement*, any Interest of Canada or the province of Ontario, in Serpent River First Nation Land is not subject to expropriation by the Serpent River First Nation.

Compensation for rights and Interests

- 17.9 Serpent River 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.

Compensation calculations

- 17.10 In accordance with clause 17.4 the *Framework Agreement*, Serpent River 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

- 17.11 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

17.12 The resolution of disputes concerning the right of the Serpent River 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 clause 32.6 of the *Framework Agreement* shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Arbitration to resolve Disputes

17.13 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. Heritage Sites

Community Approval

18.1 No amendment may be made to a land use plan to delete a heritage site designated under that plan unless the amendment receives community approval by a Ratification Vote.

19. Voluntary Exchange of Serpent River First Nation Land

Conditions for a land exchange

19.1 The Serpent River First Nation may agree with another party to exchange a parcel of Serpent River First Nation Land for a parcel of land from that other party in accordance with this *Land Code* and the *Framework Agreement*.

No effect

19.2 A land exchange is of no effect unless it receives community approval in accordance with Part 3 of this *Land Code* and with clause 14.2 of the *Framework Agreement*.

Land to be received

19.3 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 Serpent River First Nation Land to be exchanged; taking into account all of its interests involved;
- (b) it shall be at least comparable to the appraised value of the Serpent River First Nation Land; and
- (c) it shall become a reserve and Serpent River First Nation Land subject to this *Land Code*.

- (d) Council has made full disclosure to the Membership of all the circumstances surrounding the exchange at a meeting of the members where the proposed transactions are disclosed.
- (e) It has undergone an environmental assessment and the state of the lands are determined to meet current environmental standards.

Negotiators

- 19.4 The person who will have authority to negotiate a land exchange agreement on behalf of the Serpent River First Nation shall be designated by Resolution.

Additional land

- 19.5 The Serpent River First Nation may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel referred to in clause 19.1 which is intended to become a reserve. Such other parcels of land may be held by the Serpent River First Nation in fee simple or some other manner.

Federal Consent

- 19.6 Before the Serpent River 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

- 19.7 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 Serpent River 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 in clause 19.3 (b) have been met;
 - (e) a copy or summary of the exchange agreement; and
 - (f) a copy of the consent referred to in clause 19.6.

Process of land exchange

- 19.8 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 Serpent River 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 Serpent River First Nation, and with full indemnification to Serpent River First Nation.

Part 5 ACCOUNTABILITY

20. Conflict of Interest or Appearance of Conflict of Interest

Application of rules

20.1 The rules in clause 20.2 apply to the following persons:

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

Duty to report and abstain

20.2 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 Lands Committee or other body as the case may be;
- (b) shall not take part in any deliberations on that matter, and
- (c) shall remove themselves from the proceedings, and
- (d) shall not vote on that matter

- 20.3 Section 19.2 does not apply to any interest that is held by a member in common with every other member.

Apparent conflict of interest

- 20.4 A person to which this Part applies 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

- 20.5 If the Board, Lands Committee or other body is unable to act due to a conflict of interest, the matter shall be referred to Council.

Meeting of Members

- 20.6 If Council is unable to vote on a matter, a proposed Land Law or Resolution due to a conflict of interest, Council may refer the matter to a community Meeting of Members 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

- 20.7 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 Serpent River First Nation Land.

Elected Body

- 20.8 For greater certainty, Council or any other elected board, committee or body is not included under the rule set out in clause 20.7.

Disputes

- 20.9 Questions about whether a breach of this section has occurred may be referred to the Roster Panel.

Other laws

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

21. Financial Management

Application

- 21.1 This section applies only to financial matters relating to Serpent River First Nation Land and natural resources.

Financial policies

- 21.2 Council may, in accordance with this *Land Code*, develop, adapt or adopt financial management policies, including but not limited to:
- (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 Serpent River First Nation Land and natural resources;

- (b) managing financial records and accounts;
- (c) preparing financial statements and audits;
- (d) preparing and implementing Land management 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

21.3 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 Serpent River First Nation 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.

Establishment of Bank Accounts

21.4 Council shall maintain one or more financial accounts in a financial institution and shall deposit in those accounts;

- (a) Transfer payments received from Canada for the management and administration of Serpent River First Nation Land;
- (b) Moneys received by the Serpent River First Nation from the grant or disposition of any interests or licenses in Serpent River First Nation Land;
- (c) All fees, fines, charges and levies collected under a Law or land Resolution;
- (d) All capital and revenue moneys received from Canada from the grant or disposition of any interests and licenses in Serpent River First Nation land; and

(e) Any other land revenue received by the Serpent River First Nation

Signing Officers

- 21.5 Council shall authorize at least three persons, one of whom shall be a member of Council, one of whom shall be a member of the Lands Committee, and one of whom may be a person employed as Land Manager to sign cheques and other bills of exchange or transfer drawn on the accounts referred to in section 21.2.

Two Signatures

- 21.6 A cheque or other bill of exchange or transfer drawn on an account referred to in section 21.2 must be signed by two signing officers.

Fiscal year

- 21.7 The Fiscal Year of the First Nation shall begin on April 1 of each year and end on March 31 of the following year.

Adoption of Budget

- 21.8 Council shall, consult with the Lands Committee and by Resolution, prior to the beginning of each fiscal year, adopt a land management budget for that fiscal year and may, if Council deems it necessary in the course of the fiscal year adopt supplementary budgets for that fiscal year.

Expenditures

- 21.9 Council may not expend moneys related to land or commit itself, by contract or otherwise, to expend moneys related to land unless the expenditure is authorized by or under a Serpent River First Nation Law or an approved budget.

Investment of Serpent River First Nation Funds

- 21.10 Funds held by Serpent River First Nation that are not immediately required may only be invested or re-invested by Council in one or more of the following:
- (a) securities of Canada or of a Province;
 - (b) securities guaranteed for principal and interest by Canada or by a Province;
 - (c) deposits in a savings institution;
 - (d) investments guaranteed by a chartered bank or trust company;
 - (e) pooled investment funds of First Nations financial institutions;

- (f) investment grade securities of First Nations financial institutions; and
- (g) securities issued by a company incorporated under the laws of Canada or of a Province, the securities of which are rated in the highest rating category by at least two (2) recognized security rating institutions.

Borrowing

21.11 Serpent River First Nation shall not borrow money or provide monetary guarantees except in accordance with this Land Code.

21.12 Serpent River First Nation may, by Resolution borrow money that may be necessary to meet current Serpent River First Nation expenditures authorized in the Budget, provided that the debt does not exceed the total of the money remaining due from transfers from other governments and monies owing to Serpent River First Nation which can reasonably be expected to be collected in the current year.

Short-Term Capital Borrowing

21.13 Serpent River First Nation may, by Resolution, incur Short-Term Capital Debt, provided that the borrowing does not cause the Short-Term Capital Debt to exceed two-hundred and fifty thousand dollars (\$250,000)

21.14 The resolution authorizing the borrowing must set out:

- (a) The amount of debt intended to be assumed;
- (b) In brief and general terms, the capital purpose of the proposed borrowing; and
- (c) The total short-term capital debt after the proposed borrowing.

Long-Term Debt Liability and Guarantees

21.15 Serpent River First Nation may incur Long-Term Debt Liability in accordance with a Serpent River First Nation law which shall, at a minimum, set out;

- (a) The purposes for which Long-Term Debt Liability may be assumed;
- (b) The maximum cumulative Long-Term Debt Liability Serpent River First Nation can hold at any time;
- (c) The maximum term allowable for repayment;
- (d) The mechanism for repayment;
- (e) Restrictions on the use of money borrowed or guaranteed;
- (f) The currency of the borrowing;

- (g) The process by which the Membership will be informed concerning the proposed Long-Term Debt Liability; and
- (h) The approval process for incurring Long-Term Debt Liability.

21.16 Serpent River First Nation may provide guarantees in accordance with Serpent River First Nation Law, which shall at a minimum set out;

- (a) The permitted purposes for guarantees;
- (b) Persons or entities for whom a guarantee may be provided;
- (c) Conditions for granting a guarantee; and
- (d) Requirements for reporting to the Membership.

Restrictions on the Use of Monies Borrowed

21.17 Money borrowed by Serpent River First Nation must not be used for a purpose other than that specified in the Resolution or in the Serpent River First Nation Law authorizing the borrowing.

21.18 If some of the money borrowed for a specified purpose remains unused after payment of the costs related to that purpose, Council shall apply the unused money to reduce or retire the debt owing.

Liabilities for Use of Money Contrary to the Land Code

21.19 A Council member who votes for a Serpent River First Nation Law or Resolution authorizing the expenditure, investment or other use of money contrary to this Land Code is personally liable to Serpent River First Nation for the amount unless the Council member relied on information provided by an employee and the employee was guilty of dishonesty, gross negligence or malicious or willful misconduct in relation to the provision of the information.

21.20 In addition to any other penalty to which the person may be liable, a Council member who is liable to Serpent River First Nation under section 21.19 is disqualified from holding elected office for ten (10) years from the date of the vote authorizing the expenditure.

21.21 Money due to Serpent River First Nation under this section may be recovered by Serpent River First Nation by;

- (a) Serpent River First Nation;
- (b) A Member; or
- (c) A person who holds a security under a borrowing made by Serpent River First Nation.

22. Annual Report

Publish annual report

- 22.1 Council, on behalf of the Serpent River First Nation, shall publish an annual report on Land matters.

Contents

- 22.2 The annual report shall include:
- (a) an annual review of Serpent River First Nation Land and natural resources management;
 - (b) annual budget;
 - (c) a financial audit or Land Revenue accounts
 - (d) a copy and explanation of the audit as it applies to Serpent River First Nation Land and natural resources; and
 - (e) any other matter as determined by Council or the Lands Committee.

23. Access to Information

Access

- 23.1 Any person may, during normal business hours at the main administrative office of the Serpent River 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.

Access to records

- 23.2 Any person authorized by Council may, at any reasonable time, inspect the financial records of Serpent River First Nation related to Serpent River First Nation Land.

Offences

- 23.3 A person is guilty of an offence if that person:
- (a) Impeded or obstructs anyone from exercising their right to inspect the financial records of the Serpent River First Nation; or
 - (b) Has control of the financial records of the Serpent River First Nation and fails to give all reasonable assistance to an member exercising their right to inspect those financial records.

Copies for Members

- 23.4 Any Member may obtain a copy of the auditor's report or annual report on payment of a reasonable fee set by or under Resolution of Council.

Part 6

LAND AND NATURAL RESOURCES ADMINISTRATION

24. Land Staff

Administration

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

25. Lands Committee

Lands Committee established

- 25.1 The Lands Committee is hereby established for the following purposes:
- (a) assist with the development of the Land administration system;
 - (b) advise Council and its staff on matters respecting Serpent River First Nation Land;
 - (c) recommend Land Laws, Resolutions, policies and practices respecting Serpent River First Nation Land to Council;
 - (d) hold regular and special meeting of Members to discuss land issues;
 - (e) consult with Members and non-Members on Serpent River First Nation Land issues, and to make recommendations on the resolution of those issues to Council;
 - (f) oversee community Meetings of Members, community approvals and ratification votes; and
 - (g) perform such other duties as may be delegated or assigned by Resolution or Land Law under this *Land Code*.

Process to Implement Land Laws

- 25.2 The Lands Committee shall, within a reasonable time after this *Land Code* takes effect, establish a community process to develop and implement Land Laws.

Development of Land related rules and procedures.

- 25.3 Within a reasonable time after this *Land Code* takes effect, the Lands Committee shall, in consultation with the Members, ensure that Land Laws, rules and procedures, as may be appropriate, are developed that address the following matters:

- (a) The process and criteria for granting interests in Serpent River First Nation Land;
- (b) The process and criteria for appeal from a decision to grant or refuse to grant interests in Serpent River First Nation First Nation Land;
- (c) environmental protection and assessment in relation to Serpent River First Nation Land;
- (d) any outstanding issues on the resolution of disputes in relation to Serpent River First Nation Land;
- (e) Land use planning and zoning;
- (f) section 42 respecting matrimonial real property on reserve and whether any change should be made to the policy upon which that section is based; and
- (g) any other matter referred by Council.

Implementation of Policies

- 25.4 The rules and procedures, once developed, shall be presented to Council for consideration and implementation as policies, Land Laws or amendments to this *Land Code*, whichever is most appropriate.

Internal procedures

- 25.5 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.

26. Implementation of the Lands Committee

First Lands Committee

- 26.1 Immediately upon the coming into effect of this *Land Code*, Council shall select a Lands Committee to serve until a policy governing an established Lands Authority comes into force.

Policy Governing Successors to the First Lands Committee

- 26.2 As soon as possible after the coming into force of this *Land Code*, 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 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.

27. Membership of the Lands Committee

Composition

- 27.1 The Lands Committee shall be composed of an uneven number of no less than five and no more than seven Members, all of whom must be eligible voters.

Eligibility to be nominated as a Lands Committee Member

- 27.2 Any eligible voter, whether resident on or off Serpent River First Nation Land, is eligible for appointment or election to the Lands Committee except for the following;
- (a) Any eligible voter convicted of an offence that was prosecuted by way of indictment;
 - (b) Any undischarged bankrupt; and
 - (c) Any eligible voter convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or wrongful conduct.

Selection of Lands Committee Members

- 27.3 The members of the Lands Committee are to be selected as follows;
- (a) One member of Council appointed by Council; and
 - (b) The remaining members Elected by Eligible Voters.

Term of Office

- 27.4 The term of office for a member of the Lands Committee shall not exceed four years, but nothing precludes such member from being elected for further terms.
- 27.5 The appointment under section 27.3 (a) shall be made as soon as practicable after an election of Council.

Staggered Terms

- 27.6 In the first Lands Committee election held under the Land Code;
- (a) The one half of the number of elected members of the Lands Committee with the highest and sequentially next highest number of votes shall hold office for a term commencing at midnight of the election date and terminating at midnight four years following the election date or upon being replaced in a subsequent election, whichever occurs first; and
- 27.7 The remaining one half of the number of elected members of the Lands Committee shall hold office for a term commencing at midnight of the election date and terminating at midnight two years following the election date or upon being replaced in office in a subsequent election, whichever occurs first.

27.8 Thereafter the elected members of the Lands Committee will hold office for a term commencing at midnight on the date of their election and terminating at midnight four years following that date, or upon being replaced in office in a subsequent election, whichever occurs first.

Election Law

27.9 Council shall enact a Law to establish the procedure for the Lands Committee election, including such additional transitional rules as may be necessary for the members of the first Lands Committee.

27.10 An election for members of the Lands Committee shall be held no more than 30 days after an election of Council.

Vacancy

27.11 The office of a member of the Lands Committee becomes vacant if the member, while holding office:

- (a) Is or becomes ineligible to hold office under section 27.2
- (b) Ceases to be a member because of a transfer of membership from the Serpent River First Nation;
- (c) Is absent for three (3) consecutive meetings of the Lands Committee for a reason other than illness or incapacity without being authorized to be absent by the Lands Committee;
- (d) Dies or becomes mentally incompetent; or
- (e) The member of the Lands Committee appointed under section 27.3 ceases to be a member of Council.

Vacancy in term

27.12 Where the office of a member of the Lands Committee becomes vacant more than 90 days before the date when another election would ordinarily be held or appointment would be made, a special election may be held or appointment made in accordance with this Land Code to fill the vacancy.

Balance of term of office in filling vacancy

27.13 The term of a member of the Lands Committee appointed or elected to fill a vacancy under section 27.11 is the balance of the term in respect of which the vacancy occurred.

28. Chair of the Lands Committee

Chair

28.1 The member of Council who is appointed under section 27.3 shall be the Chair of the Lands Committee.

Alternate Chair

- 28.2 If the Chair is unable to perform the functions of office, the Lands Committee shall appoint another member of the Lands Committee to act as the Chair, subject to confirmation by Council.

Duties of the Chair

- 28.3 The duties of the Chair are to:
- (a) Chair meetings of the Lands Committee;
 - (b) Ensure the preparation of financial statements relating to all activities of the Lands Committee, including any applicable revenues and expenditures concerning Serpent River First Nation lands;
 - (c) Table the Lands Committee financial statements with Council
 - (d) Report to the Serpent River First Nation on the activities of the Lands Committee;
 - (e) Ensure the audited annual financial statements are presented under section 22.2
 - (f) Perform such other duties and the Lands Committee may reasonably prescribe.

29. Revenue from Lands

Determination of fees and rent

- 29.1 The Lands Committee shall subject to the approval of Council, establish a process for determining;
- (a) Fees and rent for interests and licenses in Serpent River First Nation Land;
 - (b) Fees for services provided in relation to any Serpent River First Nation Land and compliance with this Land Code; and
 - (c) Standards and qualification for employees and contractors hired for purposes of implementing and administering his Land Code.

Consideration of obligation

- 29.2 Subject to section 21.4, the Lands Committee shall recommend to Council processes and criteria for managing the Serpent River First Nation's obligations in relation to revenue from lands.

Part 7
INTERESTS AND LICENCES IN LAND

30. Revenue from Land and Natural Resources

Determination of fees and rent

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

31. Registration of Interests and Licences-Serpent River First Nation Land Registry

Duty to maintain

- 31.1 Council shall maintain a Serpent River First Nation Land Registry in the same format and with the same content as the First Nations Lands Registry (ILRS).

Surveys

- 31.2 Serpent River First Nation may cause surveys to be made of Serpent River First Nation Lands in accordance with the Canada Lands Surveys Act and the Canada Lands Surveyors Act.
- 31.3 The holder of a registered interest in Serpent River First Nation Lands may cause surveys to be made of those lands in accordance with the Canada Lands Surveys Act and the Canada Lands Surveyors Act.
- 31.4 All surveys of Serpent River First Nation lands prepared by the Surveyor General of Canada, or his or her designate, shall be deemed for all purposes to accurately describe and identify the boundaries of the lands covered by such survey.
- 31.5 All surveys respecting Serpent River First Nation Lands only become effective upon registration in the Serpent River First Nation Lands Register.

Duplicate Register

- 31.6 Council shall ensure that a duplicate copy of the following instruments is deposited in the First Nations Land Registry (ILRS);
- (a) Any grant of an interest or license in Serpent River First Nation Land;
 - (b) Any transfer or assignment of an interest in Serpent River First Nation Land;
 - (c) Every land use plan, subdivision plan or resource use plan; and

(d) This Land Code and any amendment to this Land Code.

Enforcement of Interest and Licences

31.7 An Interest or Licence in Serpent River First Nation Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the separate Serpent River First Nation Lands Registry and the First Nation Lands Registry.

Registration of Consent or approval

31.8 An instrument granting an Interest or Licence in Serpent River First Nation Land that requires the consent of Council, or community approval, shall include a certified copy of the document indicating that the applicable consent or approval has been obtained.

Instrument void

31.9 An instrument registered in the separate Serpent River First Nation Lands Registry and the First Nation Lands Registry which does not include the certificate referred to in section 31.4 is void.

Duty to deposit

31.10 An original copy of the following instruments shall be deposited in the separate Serpent River First Nation Lands Registry and the First Nation Lands Registry:

- (a) any grant of an Interest or Licence in Serpent River First Nation Land;
- (b) any transfer or assignment of an Interest or Licence in Serpent River First Nation Land;
- (c) every Land use plan, subdivision plan or resource use plan; and
- (d) this *Land Code* and any amendment to this *Land Code*.

Priority

31.11 In the event of an inconsistency or a conflict between the separate Serpent River First Nation and the First Nation Lands Register, the separate Serpent River First Nation Lands Register prevails to the extent of the inconsistency or conflict.

32. Limits on Interests and Licences

All dispositions in writing

32.1 An Interest or Licence in Serpent River 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.

No Interest Created

32.2 An Interest in Serpent River First Nation Lands may only be created, granted, assigned or transferred by written instrument in accordance with section 31.

32.3 No person may acquire an interest in Serpent River First Nation land by use, occupation or any other means not authorized under section 31.

- 32.4 A contract, instrument, or agreement of any kind entered into after the date this Land Code comes into force, whether written or oral, by which a person purports to create, grant, assign or transfer an interest in Serpent River First Nation lands is void if it does not comply with section 31.

Standards

- 32.5 Council may establish mandatory standards, criteria and forms for Interests and Licences in Serpent River First Nation Land.

Improper Transactions void

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

33. Existing Interests

Continuation of existing
Interests and Licences

- 33.1 Any Interest or Licence in Serpent River 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

- 33.2 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 with the issuance of a new Interest or Licence developed pursuant to the coming into force of this *Land Code*.

Replacing the role of the Minister

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

Unregistered Interests

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

34. New Interests and Licences

Authority to make dispositions

- 34.1 Subject to clause 15.1, Council may, on behalf of Serpent River First Nation, grant:
- (a) Interests and Licences in Serpent River First Nation Land, including certificates of possession, member allocations, leases, permits, easements and rights-of-ways; and

- (b) Licences to take natural resources from Serpent River First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

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

Role of the Lands Committee

- 34.3 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.

35. Interests of Non-Members

Grants to non-Members

- 35.1 A transfer or other disposition of all or any part of an Interest or Licence in Serpent River 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, adopted with the advice of the Lands Committee.

36. Certificates of Possession or Member Interests

Application

- 36.1 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*.

37. Allocation of Land to Members

Policies and procedures
for allocation of Land

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

Allocation

- 37.2 Council may, in accordance with this *Land Code*:
 - (a) allocate Land to Members; or
 - (b) issue a certificate of possession or certificate of entitlement to a Member for Land allocated to that Member.
 - (c) Lease, rent or allocate lots of available land to Members in accordance with procedures established by the Lands Committee.
- 37.3 No community approval is required for an allocation under section 37.2.

No allocation of Land
to non-Members

- 37.4 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Serpent River First Nation Land.

38. Transfer and Assignment of Interests

Transfer of Member Interest

- 38.1 A Member may transfer or assign an Interest in Serpent River First Nation Land to another Member without community approval or the consent of Council.

Consent of Council

- 38.2 There shall be no transfer or assignment of an interest in Serpent River First Nation Land without the written consent of Council, except for:
- (a) transfers under clause 38.1;
 - (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 enacted pursuant to section 42.

39. Limits on Mortgages and Seizures

Protections

- 39.1 In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Serpent River First Nation Land:
- (a) section 29;
 - (b) section 87;
 - (c) Sub-section 89(1); and
 - (d) Sub-section 89(2).

Mortgage of Allocated Land

- 39.2 The Interest of a Member in First Nation Land may be subject to a mortgage or charge, but only to a Member or, the Serpent River First Nation with the express written consent of Council.

Mortgages of leasehold
Interests with consent

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

Time limit

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

Default in mortgage

- 39.5 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 the separate Serpent River First Nation Lands Register; and
 - (c) a reasonable opportunity to redeem the charge or mortgage is given to Council on behalf of Serpent River First Nation.

Power of redemption

- 39.6 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

- 39.7 Council may, by Resolution, waive the requirements of clause 39.6 for any charge or mortgage of a leasehold Interest or Licence.

40. Residency and Access Rights

Right of residence

- 40.1 The following persons have a right to reside on Serpent River First Nation Land:
- (a) Members and their Spouses and children;
 - (b) Members with a registered Interest in Serpent River 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, the Lands Committee or by a Serpent River First Nation Land Law.

Right of Access

- 40.2 The following persons have a right of access to Serpent River First Nation Land:
- (a) a lessee and his or her invitees;

- (b) a person granted a right of access under a permit;
- (c) Serpent River First Nation Members and their Spouses and children;
- (d) a person who is authorized by a government body or any other public body, established by or under an enactment of the Serpent River First Nation, Parliament or the Province of Ontario 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 Serpent River First Nation Land Law.

Public access

- 40.3 Any person may have access to Serpent River First Nation 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

- 40.4 Any person having a right of access to Serpent River First Nation Land may have the right of access to Serpent River First Nation public roads, subject to this *Land Code* and Land Laws.

Trespass

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

Civil remedies

- 40.6 All civil remedies for trespass are preserved.

41. Transfers on Death

Indian Act application

- 41.1 Until Serpent River 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 Serpent River First Nation Land.

Registered of transfer

- 41.2 A person who receives an Interest in Serpent River 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 separate Serpent River First Nation Lands Register and the First Nation Lands Register.

Disposition of Interest

- 41.3 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 Serpent River First Nation Land be issued; or
 - (b) a Certificate of Possession 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 Serpent River First Nation.

42. Matrimonial Real Property on Reserve Law

Development of rules and procedures

- 42.1 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 Serpent River 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

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

Enactment deadline

- 42.3 The matrimonial real property on reserve law shall be enacted within twelve (12) months from the date this *Land Code* takes effect.

General principles

- 42.4 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 Serpent River First Nation Land or a charge against a permanent Interest in Serpent River First Nation Land.

Immediate rules

- 42.5 In order that Members benefit immediately from the legislative authority of Council to address the issue of matrimonial real property under this *Land Code*, Council may enact an interim matrimonial real property on reserve law as soon as this *Land Code* comes into force.

Expiration

- 42.6 As this law would be enacted before the work of the Lands Committee and the community consultation is complete, the law will expire at the end of the twelve (12) month period after the coming into force of this *Land Code*, unless re-enacted, replaced or amended.

43. Cancellation or Forfeiture of Interests

- 43.1 Except as otherwise provided in this Land Code, Serpent River First Nation Law or by operation of law, no interest in Serpent River First Nation Lands may be cancelled or forfeited unless;
- (a) All parties to the relevant written instrument have consented in writing to the cancellation or forfeiture as the case may be;
 - (b) A court of competent jurisdiction has ordered the cancellation or forfeiture of the interest and the time period for filing an appeal of the order has passed without an appeal having been taken; or
 - (c) An arbitrator or other person appointed to adjudicate a dispute pursuant to the written instrument in issue has ordered or declared the interest to be cancelled or forfeited and no appeal has been taken from that decision within the allotted time.
- 43.2 If an interest has been cancelled or forfeited under section 44 the Serpent River First Nation Land Register will be amended or rectified accordingly.

Part 8

DISPUTE RESOLUTION

44. Purpose

Intent

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

Purpose

- 44.2 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.

45. Disputes

Dispute Prevention

- 45.1 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 Code*

- 45.2 Disputes that arose before the *Land Code* takes effect could also be referred to this Part.

Decision of Council or Lands Committee

- 45.3 If a Member, or a non-Member with an Interest in Serpent River First Nation 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 the Panel.

Settle a Dispute

- 45.4 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

- 45.5 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

- 45.6 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

- 45.7 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 Panel in writing.

Civil Remedies

- 45.8 Notwithstanding clause 45.6 and 45.7, 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

- 45.9 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.

46. Processes

Staged Processes

- 46.1 Serpent River First Nation intends that a dispute in relation to Serpent River First Nation Land, except as otherwise provided, may progress through the following stages provided for in this Part:
- (a) facilitated discussions;
 - (b) mediation;
 - (c) negotiation; and
 - (d) final arbitration by the Dispute Resolution Panel.

Procedure to File a Dispute

- 46.2 A person who wishes to resolve a dispute with another person or Serpent River First Nation in relation to the use or occupation of Serpent River First Nation 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

- 46.3 Negotiations, facilitated discussions 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 the negotiation, facilitated discussion 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

46.4 A notice of termination is required when further facilitated discussions 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

- 46.5 Dispute resolution is not available under this Part 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 Serpent River First Nation Land to a non-Member;
 - (d) decisions on expropriation under section 17 of this *Land Code*: and
 - (e) prosecution or conviction of an offence under a Land Law or under criminal law.

Duty of Fairness

- 46.6 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

- 46.7 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 but not limited to:
- (a) facilitated discussions, mediations, negotiations and arbitrations;
 - (b) terms of office for panelists;
 - (c) remuneration of facilitators, mediators, arbitrators, expert advisors, professionals or other persons retained to assist in the resolution of disputes under this Part;
 - (d) code of conduct for facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes under this Part;

- (e) disclosure and confidentiality;
- (f) imposition of time limitations for submitting a notice of dispute and referring a matter or dispute to the Panel;
- (g) implementing recommendations of the Dispute Resolution Panel made under clause 50.2; and
- (h) any other matter necessary to give effect to this Part.

Waiver of Liability

- 46.8 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.

47. Roster Panel Established

Appointment to Roster Panel

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

Ineligible

- 47.2 Notwithstanding section 20, in order to avoid conflict of interest, no Council member, or employee of Serpent River First Nation or person already serving on another board, body, or committee related to Serpent River First Nation Land shall sit on the Roster Panel.

Representation

- 47.3 Council shall appoint the Roster panelists, and shall ensure that, where possible, the Roster panelists represent the various elements of the community.

Rules of Roster Panel

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

48. Impartiality of the Dispute Resolution Panel

Duty to Act Impartially

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

Offence

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

Rejection of Application

- 48.3 In addition to any other sanction, the Panel may reject an application without hearing it if the 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

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

49. Arbitration by the Dispute Resolution Panel

Disputes

49.1 Any matter or dispute related to Serpent River First Nation Land shall be submitted to the Lands Committee and that matter or dispute shall then be referred to the Roster Panel for resolution.

Panel of Three Chosen
From Roster Panel

49.2 Disputes referred to the Roster Panel are to be heard by three (3) panelists chosen 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 rest of the Panel; and
- (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.

Panel Established

49.3 The Panel is hereby established with jurisdiction to resolve disputes in relation to Serpent River First Nation Land.

Dispute resolution not available

49.4 For greater certainty, disputes outlined in clause 46.5 shall not be heard by the Panel.

50. Powers of the Dispute Resolution Panel

Power of the Panel

50.1 The 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 Serpent River First Nation Land, the registration of an Interest in Serpent River 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 Panel

- 50.2 In addition to making a determination under clause 50.1, the Panel may:
- (a) recommend to Council 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) make any other recommendation to Council that it deems reasonable and necessary in the circumstances.

Interim Decisions

- 50.3 The 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 Serpent River First Nation Land.

Professional Services

- 50.4 The 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

- 50.5 Decisions of the Panel shall be in writing, signed by the person chairing the Panel or by an officer designated by the 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

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

Part 9 OTHER MATTERS

51. Liability

Liability

- 51.1 Serpent River First Nation is not liable for anything done or omitted to be done by Canada or any person or body authorized by Canada in the exercise of any federal rights, powers or responsibilities prior to the date this Land Code comes into force.
- 51.2 The Land Code is not, nor shall be interpreted as being a waiver by Serpent River First Nation in regard to any liabilities, acts or omissions of Canada.

Coverage

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

Extent of coverage

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

52. Offences

Application of the Criminal Code

- 52.1 Unless some other procedure is provided for by a Serpent River 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

- 52.2 Any person who commits an offence under this *Land Code* or a Serpent River 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 Serpent River First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

Penalties in Laws

- 52.3 A Serpent River First Nation Land Law may provide for a penalty which is different than the penalties referred to in clause 52.1 and 52.2.

53. Revisions to *Land Code*

Revisions

- 53.1 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 may be made as a result of, but are not limited to:
- (a) an amendment of the description of Serpent River 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 Serpent River First Nation without changing the substance of this *Land Code*; and
- (f) correct editing, grammatical or typographical errors.

Procedure for Amendments

- 53.2 The process for development and passage of amendments to this Land Code may be initiated by;
- (a) Resolution; or
 - (b) A petition presented to Council by at least twenty-five (25) members, setting out the specific area in the Land Code requested to be amended.
- 53.3 Upon receipt of the Petition or passage of the Resolution under section 52.1, Council shall develop proposed amendments to this Land Code.
- 53.4 Upon completion of the proposed amendments to this Land Code, Council shall schedule a Special Membership Meeting for the purposes of considering the proposed amendments and shall provide notice to the Membership.
- 53.5 The notices of the Special Membership meeting required under section 52.4 shall be provided to the Membership at least twenty (20) days before the meeting and shall include;
- (a) The date, time and place of the Special Membership Meeting;
 - (b) A summary of the proposed amendments to this Land Code, and
 - (c) Notification that the full copy of the proposed amendments to this Land Code and this Land Code can be obtained at the Serpent River First Nation administration building.
- 53.6 Notice shall be provided to the Membership by;
- (a) Publication of the notices in the Serpent River First Nation newsletter, delivered or mailed to Members or by separate notice delivered or mailed to members; and
 - (b) Posting of the notice in a public area of the Serpent River First Nation administration building and other places such as Council may direct.
- 53.7 At the Special Membership Meeting, copies of the proposed amendments to this Land Code and this Land Code shall be available to Members present.
- 53.8 At the Special Membership Meeting, the purpose and provisions of the proposed amendments shall be explained by Council, and Members may ask questions and provide comments.

- 53.9 After the Special Membership Meeting held to consider the proposed amendments to this Land Code, Council shall within sixty (60) days of the date on which the Special Membership Meeting was held, prepare a final draft of the proposed amendments, taking into consideration the comments received from Members, the needs of the community and other relevant matters.
- 53.10 The proposed amendments to this Land Code must be approved by member vote held under Part 3 of this Land Code.
- 53.11 Proposed amendments to this Land Code approved in accordance with Part 3 come into effect on the date of the vote.

54. Commencement

Preconditions

- 54.1 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

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

55. Environmental Protection

- 55.1 The Canadian Environmental Assessment Act, excluding section 10 of that Act, will apply to all land dispositions at Serpent River First Nation until Serpent River First Nation develops an environmental assessment process that is consistent with the requirements of the Canadian Environmental Assessment Act.

APPENDIX “A”

Description of the Serpent River First Nation Land as listed as ANNEX “G” in the Individual Agreement on First Nation Land Management between Serpent River First Nation and Canada.

ANNEX “G”

[INSERT ANNEX “G” OF INDIVIDUAL AGREEMENT HERE]