

# Peerless Trout First Nation



## Land Code

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## PEERLESS TROUT FIRST NATION LAND CODE

### Preamble

**Whereas** Nehiyawahk (Cree People) lived successfully throughout Neetaskinan *[our land]* including lakes and rivers as eternally gifted by Kisi-Manitou *[our God]*;

**And Whereas** our Nehiyawahk ancestors pursued their livelihood on land, lakes and rivers in the *[Trout Mountain]* and Peerless Trout area of Treaty 8.

**And Whereas** in accordance with our customary law, **Nehiyawahk Aski Weyaschikiwin**, *[governing system]* we have and respect our sacred duty to protect the land, air, lakes and rivers for the collective benefit of future generations of **Peerless Trout Nehiyawahk**;

**And Whereas Peerless Trout Nehiyawahk** will develop and maintain a self-supporting community for our children, which respects the individual, all people, the environment, and other communities;

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

**And Whereas** Peerless Trout First Nation became a signatory on **July 31, 2020** to the *Framework Agreement on First Nation Land Management*, to manage and govern the land and resources under the *Peerless Trout 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 Peerless Trout First Nation's relationship with Canada will continue;

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

**NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE  
FUNDAMENTAL LAND CODE OF THE PEERLESS TROUT FIRST  
NATION**

## PART 1 PRELIMINARY MATTERS

### 1. Definitions

#### Clarification

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

#### Definitions

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

“Canada” means His Majesty the King in Right of Canada;

“Commercial Lease” means a legally binding contract between Peerless Trout First Nation or an entity owned by Peerless Trout First Nation as Landlord and a business Tenant. The lease gives the Tenant the right to use certain property for a business or commercial activity for a period of time in exchange for money to be paid to the Landlord.

“Common-Law Partnership” means the relationship between two (2) unmarried persons cohabiting in a spousal relationship for a period of two (2) or more years;

“Council” means the elected Chief and Council of the Peerless Trout First Nation elected in accordance with the *Peerless Trout First Nation Customary Election Regulations*;

“Elector” means, for the purpose of voting in respect of land matters under this *Land Code*, a voter as defined in the *Peerless Trout First Nation Customary Election Regulations*;

“First Nation Lands Register” means the register established pursuant to subsection 51 of the *Framework Agreement* to register interests or land rights in First Nation Land;

“*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 Peerless Trout First Nation on July 31, 2020 and includes any other amendments thereto;

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

“Immediate Family” means:

- (a) spouse including a common law partner or same sex partner;
- (b) mother or father, stepmother or stepfather;
- (c) children or stepchildren;
- (d) grandmother or grandfather;
- (e) brother or sister, stepbrother or stepsister; or
- (f) mother-in-law or father-in-law.

“Individual Agreement” means the Individual Agreement providing for the specifics of the transfer of administration made between Peerless Trout First Nation and Canada in accordance with subsection 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 lease, easement, right of way, servitude (the limited right that one person has to the use of another person’s property), or profit à prendre (the right to take something from the land of another), but does not include title to that Land;

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

“Land Code” means the Peerless Trout First Nation Land Code and sets out the basic provisions regarding the exercise of Peerless Trout First Nation’s right and powers over its lands;

“Land Law(s)” means a law including but not limited to policies, regulations and standards restricted to Peerless Trout First Nation Land enacted in accordance with this Land Code;

“Land Resolution” means a Council Resolution made pursuant to this Land Code or other Land Law to approve the granting of an Interest, License, Permit or Mortgage;

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

“Lands Tribunal” means the lands tribunal established under to Part 8 of this *Land Code*, to adjudicate disputes related to Peerless Trout First Nation Land;

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

“Member(s)” means person or persons whose name appears on the “Peerless Trout First Nation Membership List”;

"Natural Resources" means any materials on or under the land in their natural state;

"PTFN" means Peerless Trout First Nation;

"Peerless Trout First Nation" means the Peerless Trout First Nation and its Members;

"Residential Lease" means a contract between a PTFN Member and PTFN that gives a PTFN Member the right to live in a PTFN owned house for a fixed period of time;

"Riparian Rights" means the Peerless Trout First Nation Land bordering on a river or other body of water, and any law that pertains to use of that water for that land;

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

## **2. Guiding Principles**

- 2.1 The purpose of this Land Code is to govern First Nation Land through Peerless Trout First Nation Land Laws in an effective manner without prejudice to the future development, negotiation and implementation of Peerless Trout First Nation rights.
- 2.2 Peerless Trout First Nation people are individual and collective indigenous occupants of lands in North America.
- 2.3 Peerless Trout First Nation as prior occupants are signatories to a Treaty commonly referred to as Treaty No. 8 which contains mutual covenants, obligations and rights.
- 2.4 Peerless Trout First Nation is vested with inherent rights that include without limiting, the right to participate in future land negotiations based on prior informed consent to more fully develop the scope and implementation of their land rights.
- 2.5 Peerless Trout First Nation will freely determine the appropriate balance between individual and collective community land rights and obligations to protect these rights and obligations for the benefit of Peerless Trout First Nation.
- 2.6 Peerless Trout First Nation law and policy objectives will minimize negative impacts and maximize benefits to protect Peerless Trout First Nation Land and Members.
- 2.7 The governance institutions and procedures established by this Land Code or subsequent Land Laws will be interpreted in accordance with the culture, traditions and customs of Peerless Trout First Nation to give effect to their land governance system.
- 2.8 Peerless Trout First Nation is entitled to access programs and services that are available to individuals, corporations and governments in the Province and Canada.
- 2.9 The Framework Agreement will only be amended by prior informed consent of Peerless Trout First Nation and Canada as set out in the Framework Agreement.



2.10 This Land Code will only be amended in accordance with the amendment procedure set out in this Land Code.

2.11 This Land Code will not be implemented or interpreted in a manner that would diminish the quantity or quality of Peerless Trout First Nation Land.

### 3. Interpretation

#### Interpretation

##### 3.1 In this *Land Code*:

- (a) the *Land Code* will be interpreted in a fair, broad and liberal manner;
- (b) the word “will” signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* comes into effect or the event that gives rise to the obligation;
- (c) unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
- (d) titles and headings have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;
- (e) unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;
- (f) unless it is 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, unless otherwise specified;
- (h) where a Land Code or Land Law related action expires or falls on a Saturday or Sunday, or a First Nation, Federal or Provincial holiday, the action shall be done on the next day that is not a Saturday, Sunday or holiday;
- (i) where the time limited for the doing of an action in the Peerless Trout First Nation administration building falls on a day when the office is not open, the action shall 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 this Land Code will be used to interpret Land Laws.

#### Culture And Traditions

- 3.2 The structures, organizations and procedures established by or under this *Land Code* will be interpreted in the accordance with the culture, traditions and customs of the Peerless Trout First Nation.

#### Language

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

#### Consistency With *Framework Agreement*

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

#### Paramountcy

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

#### Rights Not Affected

- 3.6 This *Land Code* does not change:
- (a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that have pertained in the past, now, or in the future to the Peerless Trout First Nation or its Members or Non-Members living on PTFN Reserve; or
  - (b) the fiduciary relationship between Canada and Peerless Trout First Nation and its Members; or
  - (c) the eligibility of Peerless Trout First Nation or any Member to receive services or participate in such public or First Nation programs as may be established from time to time; or
  - (d) the by-law powers of Council pursuant to the *Indian Act*.

#### Lands And Interests Affected

- 3.7 A reference to Land in this *Land Code* includes all the Interests and Rights, as well as the resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that Land, to the extent that these are under the jurisdiction of Canada;
  - (b) all the Interests and Licences granted by Canada listed in the Individual Agreement; and
  - (c) all the Interests and Licences granted by Peerless Trout First Nation after this *Land Code* comes into effect.

#### Eligible Reserve Land

- 3.8 Only Land that is of reserve status of the Peerless Trout First Nation is eligible to be governed by Peerless Trout First Nation as Land under this *Land Code*.

#### Special Relationship

- 3.9 The Framework Agreement acknowledges that Canada's special relationship with Peerless Trout First Nation will continue.

### **4. Authority to Govern**

#### Origin Of Authority

- 4.1 Enacting traditional teachings of the Peerless Trout First Nation speak of the obligation of the people of the Peerless Trout First Nation to care for and respect the Land and the sacred gifts of Kisi-Manitou. By passing this *Land Code*, the Peerless Trout First Nation is reclaiming this special responsibility.

#### Flow Of Authority

- 4.2 The authority of the Peerless Trout First Nation to govern its Land and resources flows from Kisi-Manitou to the people of the Peerless Trout First Nation, and from the people to Council to govern according to the culture, traditions, customs, inherent rights and laws of the Peerless Trout 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 Peerless Trout First Nation Land and by which the Peerless Trout First Nation will exercise authority over that Land.

## 6. Description of Peerless Trout First Nation Land

### Peerless Trout First Nation Land

- 6.1 The Peerless Trout First Nation Land that is subject to this *Land Code* are the reserves known as Peerless Trout Indian Reserve No. 238 comprised of 3553.15 hectares and registered in the CLRS as Number 103535 including mines and minerals.
- 6.2 Peerless Trout Indian Reserve No. 238 *is further described in Annex “G” of the Individual Agreement.*

### Additional Lands

- 6.3 The following lands may be made subject to this Land Code after the applicable conditions are met:
- (a) any land or Interest acquired by Peerless Trout First Nation after this Land Code takes effect, whether by land claim, purchase, accretion or other process, provided the land is set aside as a reserve; and
  - (b) any land owned jointly by Peerless Trout First Nation and another First Nation, when Peerless Trout First Nation is involved and agrees upon a joint management scheme for those lands.

## 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 Peerless Trout First Nation Land;

- (b) Interests and Licences in relation to Peerless Trout First Nation Land; and
- (c) any matter necessary or ancillary to the making of Land Laws in relation to the Peerless Trout First Nation Land.

#### Examples Of Land Laws

7.2 For greater certainty, Council may make Land Laws including:

- (a) regulation, control and prohibition of zoning, Land use, subdivision control and Land development;
- (b) the creation, regulation and prohibition of Interests and Licenses in relation to Peerless Trout First Nation Land;
- (c) environmental assessment and protection;
- (d) provision of local services in relation to Peerless Trout First Nation Land and the imposition of equitable user charges;
- (e) enforcement of Peerless Trout First Nation Land Laws; and
- (f) provision of services for the Resolution, outside the courts, of disputes in relation to Peerless Trout First Nation Land.
- (g) regulation, control, authorization and prohibition of residency, access, occupation, and development of PTFN Land.

#### Regulatory Instruments

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

7.4 Peerless Trout First Nation may adopt the laws of any other jurisdiction to apply on the Peerless Trout First Nation Lands and revise or amend those laws from time to time as required, in accordance with the law-making processes authorized by this Land Code.

## **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.

#### Rationalization Of Proposed Land Law

8.2 A written proposal for a Land Law in subsection 8.1 shall include at the minimum:

- (a) A proposal letter;
- (b) A brief description of the subject matter to be addressed;
- (c) A rationale for why the proposed Land Law is needed;
- (d) A draft outline of the Land Law, and
- (e) The section(s) of the Land Code authorizing the proposed law.

#### Procedure Upon Receipt Of Proposed Land Law

8.3 Upon receipt of a proposed Land Law, Council may:

- (a) table the proposed Land Law for further review or for enactment;
- (b) request that the proponent provide further information or attend before a future meeting of Council to speak to the proposed Land Law;
- (c) undertake or direct the preparation of a draft Land Law concerning matters raised in the proposed Land Law, for consideration by Council;
- (d) reject the proposed Land Law; or
- (e) refer the proposed Land Law to the Lands Committee for review and comment.

#### Tabling And Posting Of Proposed Land Laws

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

- (a) table the proposed Land Law at a duly convened meeting of Council;
- (b) post it in public places and publish it online;

- (c) provide the proposed Land Law to the Lands Committee for review and comment;
- (d) review comments and recommendations, provided by the Lands Committee; and
- (e) take any other steps to give notice of the proposed Land Law that Council may consider appropriate.

#### Urgent Matters

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

#### Expiration

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

#### Approval Of Land Law

- 8.7 A Land Law is approved by:
- (a) quorum of Council at a duly convened meeting of Council open to the Members; or
  - (b) the Electors by Community Approval or ratification vote pursuant to Part 3 of this Land Code.

#### Certification Of Land Laws

- 8.8 The original copy of any approved Land Law or Resolution concerning Peerless Trout First Nation Land shall be approved when:
- (a) it is signed by a quorum of Council at a duly convened meeting at which it was enacted; or
  - (b) it is signed by a quorum of Council at a duly convened meeting subsequent to Community Approval.

#### 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 in the Land Law.

8.10 A Land Law may be repealed or amended by following the procedure for making Land Laws as set out in this Clause 8.

## **9. Publication of Land Laws**

### Publication

9.1 A Land Law pursuant to the Land Code shall be:

- (a) published in the minutes of the Council meeting at which it was enacted;
- (b) posted, as soon as practicable after enactment, in a location within the administrative office of Peerless Trout First Nation accessible to all Members for a period of not less than thirty (30) days;
- (c) registered in the First Nations Lands Register and in the First Nations Gazette;
- (d) made publicly available online; and published by any additional method as Council may consider appropriate.

### Registry Of Land Laws

9.2 Council will cause to be kept, at the administrative offices of the Peerless Trout First Nation, a register of all Land Laws and Resolutions, including Land Laws and Resolutions relating to Land Laws that have been repealed or are no longer in force.

### Copies For Any Person

9.3 Any person may obtain a copy of any Land Law or relevant Resolutions relating to Land Laws during normal business hours at the main administrative office of Peerless Trout First Nation.

## **10. Enforcement of Land Laws**

### Enforceability Of Land Laws

10.1 To enforce its *Land Code* and its Land Laws, Peerless Trout First Nation will have the power to:

- (a) establish offences that are punishable on summary conviction;
- (b) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;



- (c) establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
- (d) enter into agreements with Provincial, Municipal and Federal Governments and other agencies with respect to any matter concerning the enforcement of its *Land Code* and Land Laws.

#### Prosecuting Offences

10.2 For the purpose of prosecuting offences, Peerless Trout First Nation may:

- (a) retain its own prosecutor;
- (b) enter into an agreement with Canada and the Government of Alberta to arrange for a Provincial prosecutor;
- (c) enter into an agreement with Canada to arrange for a federal agent to prosecute these offences;
- (d) appoint its own justices of the peace.

### **PART 3 COMMUNITY CONSULTATION AND COMMUNITY APPROVAL**

#### **11. Participation of Members and Non-Members**

11.1 Every Member is entitled to participate in the Community Consultation process set out in Part 3 of this Land Code. Every Non-Member who resides in Peerless Lake or Trout Lake is also entitled to participate in the Community Consultation process set out in Part 3 of this Land Code.

#### **12. Participation of Electors**

12.1 Every Elector is entitled to participate in the Community Approval process set out in Part 3 of this Land Code.

#### **13. Community Consultation**

13.1 Council shall consult with Members and Non-Members at a meeting prior to the enactment of a Land Law:

- (a) respecting a land use plan, community plan or subdivision plan;
- (b) affecting a heritage site or an environmentally sensitive property;
- (c) respecting environmental assessment and protection;
- (d) respecting matrimonial real property on reserve;
- (e) respecting the rate and criteria for the payment of fees or rent for Peerless Trout First Nation Land;
- (f) declaring Land or an Interest to subject to this Land Code;
- (g) respecting the transfer and assignment of rights and interests in Peerless Trout First Nation Land;
- (h) 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.

#### **14. Community Consultation Meetings**

##### Notice Of Meeting

14.1 Council shall give direction to the Lands Department to provide written notice of a Community Consultation meeting 10 business days prior to the date of the meeting and include in the notice:

- (a) the date, time and place of the meeting;
- (b) a brief description of the matter to be discussed;
- (c) other information and material that Council considers appropriate.

##### Manner Of Notice

14.2 The notice shall be given to the Members and Non-Members before the meeting by:

- (a) posting the notice in public places;
- (b) posting the notice online; and
- (c) such additional methods Council considers appropriate.

#### Permission Of Council

- 14.3 A person who is a Non-Member and does not reside in Peerless Lake or Trout Lake shall not attend a Community Consultation meeting unless that person has received the permission of Council granted at a duly convened meeting of Council.

#### Informed Decision

- 14.4 Council may schedule meetings as may be necessary to ensure that the Members and Non-Members are well informed before making a decision on a proposed Land Law.

#### No Quorum Or Vote

- 14.5 No quorum or minimum level of participation is required at the Community Consultation meeting because no vote is required.

### **15. Community Approval**

#### Community Approval

- 15.1 Community Approval must be obtained for the following:
- (a) any master Peerless Trout First Nation Land Use Plan;
  - (b) any deletion of a heritage site;
  - (c) any other matter, Land Law or class of law that Council, by resolution, declares to be subject to this section.

#### Utility Permits Excepted

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

#### Community Approval Process

- 15.3 Community Approval may be obtained by various voting methods to be decided by Council, including but not limited to:
- (a) a meeting of Members with notice of meeting to Members given similar to the Community Consultation Process and voting by Electors by secret ballot; or
  - (b) voting by Electors by mail-in ballot;
  - (c) electronic voting by Electors; or

(d) in person voting by Electors during established voting days and at polling stations;

(e) any other method outlined in voting policies for Electors.

#### Approval By Majority

15.4 For Community Approval a matter will be considered Approved if fifty percent plus one (50% + 1) of the Electors who cast a ballot in a vote called pursuant to the Community Approval process have voted in favor to approve the matter.

### **16. Amendment(s) to Land Code**

#### Community Approval By Ratification Vote

16.1 Community Approval by ratification vote must 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 in this Land Code;
- (b) revisions to this Land Code made pursuant to subsection 59, and
- (c) an amendment to or renewal of the Individual Agreement.

#### Other Matters

16.3 For greater certainty, Council may by resolution declare a matter, a Land Law or a class of laws to be subject to this section.

#### Ratification Process

16.4 Any ratification vote required under this Land Code shall be conducted in substantially the same manner as the Peerless Trout First Nation Community Ratification Process, which was used to ratify this Land Code.

#### No Verifier

16.5 A Verifier is not required in any ratification vote on an amendment to this Land Code.

#### Approval by Majority

- 16.6 An amendment to the Land Code shall be considered approved if fifty percent plus one (50% + 1) of the Electors who cast a ballot in a vote called pursuant to this section to amend the Land Code have voted in favor to approve the amendment(s).

#### Policies Consultation, Approval and Ratification

- 16.7 For greater certainty, Council may make Land Laws or policies consistent with this Land Code:
- (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.

#### Delivery of Written Notice

- 16.8 Provisions of this Land Code which require the delivery of written notice by mail or email to Members and Non-Members, if required, shall be implemented as follows:
- (a) written notice shall be delivered by email or mail to those Members and Non-Members, if required, whom Peerless Trout First Nation, having taken reasonable steps as determined by Council to locate all Members and Non-Members, obtain a valid email or mailing address; and
  - (b) a single notice sent by email to multiple Members and Non-Members for whom Peerless Trout First Nation has same email address, or by mail to multiple Members and Non-Members for whom Peerless Trout First Nation has the same mailing address, shall be deemed to be notice to all such Members and Non-Members.

## **PART 4 PROTECTION OF LAND**

### **17. Expropriation**

#### Acquisition By Mutual Agreement

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

Rights And Interests  
That May Be Expropriated

17.2 An Interest or Licence in Peerless Trout First Nation Land, or in any building or other structure on that Land, may only be expropriated by Peerless Trout 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 will only be made for necessary Community works or other Peerless Trout First Nation purposes to be determined by Council, including a fire hall, sewage or water treatment facility, community center, public works, utilities, roads, schools, daycare facility, hospitals, health-care facility, retirement home and economic development activities.

Expropriation Land Laws

17.4 Before proceeding to make any Community Expropriations in accordance with this *Land Code* and the *Framework Agreement*, Council will enact a Land Law respecting the rights and procedures for Community Expropriations, including provisions respecting:

- (a) the taking of possession of the Interest or Licence;
- (b) transfer of the Interest or Licence;
- (c) notice of expropriation and service of the notice of expropriation;
- (d) entitlement to compensation;
- (e) determination of the amount of compensation;
- (f) the method of payment of compensation; and
- (g) any other provision that Council deems necessary and reasonable.

Public Report

17.5 Before Peerless Trout First Nation expropriates an Interest or Licence, Council will make a public report on the reasons justifying the expropriation.

#### Member Notification

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

#### Rights That May Not Be Expropriated

- 17.7 In accordance with subsection 17.6 the *Framework Agreement*, an Interest of Canada or Alberta in Peerless Trout First Nation Land is not subject to expropriation by the Peerless Trout First Nation.

#### Compensation For Rights And Interests

- 17.8 Peerless Trout First Nation will, 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

- 17.9 In accordance with subsection 17.4 the *Framework Agreement*, Peerless Trout First Nation will calculate the total value of the compensation under this section based on the heads of the compensation set out in the *Expropriation Act* (Canada).

#### Market Value

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

#### Neutral Evaluation to Resolve Disputes

- 17.11 The Resolution of disputes concerning the right of the Peerless Trout First Nation to expropriate shall be determined by a neutral evaluation, in the same manner as provided in Part IX of the *Framework Agreement*, and the sixty (60) day period referred to in subsection 32.6 of the *Framework Agreement* shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Arbitration To Resolve  
Disputes

- 17.12 The Resolution of the following disputes will 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**

- 18.1 No development will be allowed on any site designated as a heritage site under the land use plan, unless the development receives Community Approval by a community meeting.
- 18.2 For greater certainty, no amendment may be made to the Land Use Plan to delete a heritage site unless the amendment receives Community Approval.

**19. Voluntary Exchange of Peerless Trout First Nation Land**

Conditions For A Land  
Exchange

- 19.1 The Peerless Trout First Nation may agree with another party to exchange a parcel of Peerless Trout 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 this *Land Code* and with Section 14 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 will be equal to or greater than the area of the Peerless Trout First Nation Land to be exchanged;
  - (b) it will be at least comparable to the appraised value of the Peerless Trout First Nation Land;



- (c) it will become a reserve and Peerless Trout First Nation Land subject to this *Land Code*; and
- d) the Land has been subject to an environmental assessment and has been declared safe for the intended use. This declaration must be completed by a licenced professional.

#### Negotiators

- 19.4 Council shall have the authority to negotiate a land exchange agreement on behalf of the Peerless Trout First Nation.

#### Additional Land

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

#### Federal Consent

- 19.6 Before the Peerless Trout First Nation concludes a land exchange agreement, it will 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 will provide the following information to the Electors at least sixty (60) days before the vote:
- (a) a description of the Peerless Trout First Nation Land to be exchanged; and
  - (b) a description of the land to be received in the exchange; and
  - (c) a description of any other compensation to be exchanged; and
  - (d) a report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met; and
  - (e) a copy or summary of the exchange agreement; and

- (f) a copy of Canada's consent; and
- (g) the appraised value of lands being exchanged.

Process Of Land  
Exchange

19.8 The land exchange agreement will 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 Peerless Trout 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 Peerless Trout First Nation, and with full indemnification to Peerless Trout First Nation.

## **PART 5 ACCOUNTABILITY**

### **20. Conflict of Interest or Appearance of Conflict of Interest**

Application Of Rules

20.1 The conflict-of-interest rules in this *Land Code* apply to the following persons:

- (a) each Member of Council who is dealing with any matter before Council that is related to Peerless Trout First Nation Land;
- (b) each person who is an employee of the Peerless Trout First Nation dealing with any matter that is related to Peerless Trout First Nation Land;
- (c) each Member of the Lands Tribunal; and

- (d) each person who is a Member of a board, committee or other body of the Peerless Trout First Nation dealing with any matter that is related to Peerless Trout First Nation Land.

#### Duty To Report And Abstain

- 20.2 If there is any actual or apparent financial, Immediate Family relation or personal conflict of interest in the matter being dealt with, the person:
- (a) will disclose the interest to Council, or the board, committee or other body as the case may be and such disclosure will be recorded in the minutes of the meeting at which such disclosure is given;
  - (b) will not take part in any deliberations on that matter or vote on that matter; and
  - (c) will remove themselves from the proceedings and will not take part in any deliberations on that matter or vote on that matter.

#### Apparent Conflict Of Interest

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

#### Inability To Act

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

#### Meeting Of Members

- 20.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, a proposed Land Law or Resolution to a community meeting of Members and a majority of the Electors present at the meeting may approve the matter, Land Law or Resolution.

#### Specific Conflict Situations

- 20.6 No Immediate Family Members shall be concurrent appointees of an appointed board, committee or other body dealing with any matter that is related to Peerless Trout First Nation Land. Council or any other elected board, committee or body is exempt from this rule.

Disputes

20.7 The Lands Tribunal has the jurisdiction to hear and decide on any matter concerning a conflict of interest.

Other laws

20.8 Council may enact laws or develop a policy to further implement this section for greater certainty.

**21. Financial Management**

Application

21.1 This section applies only to financial matters relating to Peerless Trout First Nation Land and natural resources.

Financial Policies

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

- (a) regulating the receipt, management and expenditure of moneys, including transfer payments, all capital and revenue moneys received from Canada, all Land revenue, and moneys received from a grant or disposition of any Interest or Licence in relation to Peerless Trout First Nation Land and natural resources;
- (b) managing financial records and accounts;
- (c) preparing financial statements and audits;
- (d) preparing and implementing budgets and annual presentation of budgets;
- (e) determining the general investment strategy;
- (f) contract notes, loans and other indebtedness;
- (g) establishing fees, fines, charges and levies; and
- (h) establishing and maintaining a recordkeeping system that ensures confidentiality, security of records and document retention.

Administrative Structure

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 Peerless Trout 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 for Members.

## **22. Annual Report**

### Publish Annual Report

22.1 Council, on behalf of the Peerless Trout First Nation, will direct the Lands Department and Finance Department to prepare an annual report on financial land matters and general land matters within 90 days of the audit.

### Contents

22.2 The annual report will include the following:

- (a) an annual review of Peerless Trout First Nation Land and natural resources management;
- (b) annual budget;
- (c) a copy and explanation of the audit as it applies to Peerless Trout First Nation Land and Natural Resources; and
- (d) any other matter as determined by Council or Lands Committee.

## **23. Access to Information**

### Access

23.1 Any person with a valid business interest may, during normal business hours at the main administrative office of the Peerless Trout First Nation, have reasonable access to:

- (a) the register of Land Laws; and

- (b) the auditor's report; and
- (c) the annual report on Land and Natural Resources.

Access To Records

- 23.2 Any Member may during normal business hours at the main administrative office of Peerless Trout First Nation inspect the financial records of Peerless Trout First Nation related to Peerless Trout First Nation Land.

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

**24. Land Staff**

Administration

- 24.1 Council shall delegate administrative authority to staff to carry out functions necessary for day to day administrative operations of Land and Natural Resources.

**25. Implementation of the Lands Committee**

Lands Committee

- 25.1 The Council shall, by Resolution, establish a Peerless Trout First Nation Lands Committee to advise the Council on Land and Natural Resource matters.

**26. Lands Committee**

Lands Committee Established

- 26.1 The Lands Committee is hereby established for the following purposes:
- (a) advise Council with the development of the Land administration system;
  - (b) advise Council and its staff on matters respecting Peerless Trout First Nation Land;
  - (c) recommend Land Laws, Resolutions, policies and practices respecting Peerless Trout First Nation Land to Council;
  - (d) consult with Members and Non-Members on Peerless Trout First Nation Land issues, and to make recommendations on the resolution of those issues to Council, if required;

- (e) if required to, facilitate Community Consultation meetings of Members and Non-Members and Community Approvals; and
  - (f) perform such other duties as may be delegated or assigned by Council under this *Land Code*.
- 26.2 As soon as possible after the coming into force of this *Land Code*, Council, in consultation with the Lands Committee, may develop a policy providing for Member involvement in the selection, election, or appointment of Electors 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.
- 26.3 The Lands Committee may establish rules for the procedure at its meetings and generally for the conduct of its affairs, not contradictory with those established by Council or this Land Code.
- 26.4 Where this Land Code requires the Lands Committee to provide advice and recommendations in relation to any matter or proposal:
- (a) Council may by Resolution prescribe a deadline for the delivery of the advice or recommendations; and
  - (b) If the Lands Committee's advice or recommendations have not been delivered by the deadline, Council may by Resolution extend the deadline or elect to proceed without the advice or recommendations.

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

### **27. Revenue from Land and Natural Resources**

#### Determination Of Fees And Rent

- 27.1 The Lands Department will, 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 Licenses in Peerless Trout First Nation Land;
  - (b) the fees for services provided in relation to any Peerless Trout First Nation Land.

## **28. Registration of Interests and Licences**

### Enforcement Of Interest And Licences

- 28.1 An Interest in or Licence to use Peerless Trout First Nation Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the First Nation Lands Register.

### Registration Of Consent Or Approval

- 28.2 An instrument granting an Interest or Licence in Peerless Trout 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.

### Duty To Deposit

- 28.3 A copy of the following instruments shall be deposited in the First Nation Lands Register:
- (a) any grant of an Interest or Licence in Peerless Trout First Nation Land;
  - (b) any transfer or assignment of an Interest or Licence in Peerless Trout First Nation Land;
  - (c) every Land Use Plan, Subdivision Plan or Natural Resource Use Plan;
  - (d) every Land Law;
  - (e) this *Land Code* and any amendment to this *Land Code*.

## **29. Limits on Interests and Licences**

### All Dispositions In Writing

- 29.1 Council may on behalf of Peerless Trout First Nation grant, dispose of, transfer, renew, or assign Interests and Licenses in Peerless Trout First Nation Lands.

### Standards

- 29.2 Council will establish mandatory standards, criteria and forms for Interests and Licences in Peerless Trout First Nation Land.

### Improper Transactions Void

- 29.3 A deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which the Peerless Trout First Nation, a Member or any other person purports to



grant, dispose of, transfer or assign an Interest or Licence in Peerless Trout First Nation Land after the date this *Land Code* takes effect is void if it contravenes this *Land Code*.

- 29.4 An Interest in, or License to use, Peerless Trout 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.

### **30. Existing Interests**

#### Continuation Of Existing Interests And Licences

- 30.1 Any Interest or Licence in Peerless Trout 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

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

#### Unregistered Interests

- 30.3 A policy will be established as soon as practical after the coming into force of the *Land Code* to accommodate pre-existing unregistered Interests.

### **31. New Interests and Licences**

#### Authority To Make Dispositions

- 31.1 Subject to subsection 13.1, Council may, on behalf of Peerless Trout First Nation, grant:
- (a) Interests and Licences in Peerless Trout First Nation Land, including Member allocations, leases, permits, easements and rights-of-ways; and
  - (b) Licences to take natural resources from Peerless Trout First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

#### Conditional Grant

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

#### Role Of The Lands Committee

31.3 The Lands Committee will advise Council on the granting of Interests or Licences.

### **32. Interests of Non-Members**

#### Grants To Non-Members

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

32.2 A person who is not a Member of Peerless Trout First Nation shall not hold any interest in Peerless Trout First Nation Land except for a lease or a license.

#### No Allocation Of Land To Non-Members

32.3 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Peerless Trout First Nation Land.

### **33. Member Interests**

#### Application

33.1 For greater certainty, Member Interests that existed when this Land Code takes affect, and which were allocated pursuant to the *Indian Act*, or custom of Peerless Trout First Nation will continue to exist in accordance with their terms and conditions, in accordance with subsection 30.2.

### **34. Granting Of an Interest or Licence to Members**

#### Policies And Procedures For Allocation Of Land

34.1 Subject to the provisions of this *Land Code*, Council in consultation with the Lands Committee will establish Land Laws, policies and procedures for the granting of an Interest or Licence to Members, including certificates of occupation, certificates of entitlements and allocation of Lands.

#### Allocation

34.2 Council may, in accordance with this *Land Code*:

- (a) allocate Land to Members with supporting documentation; or
- (b) issue a certificate of possession or certificate of entitlement to a Member for Land allocated to that Member.

### 35. Transfer and Assignment of Interests

#### Transfer Of Member Interest

35.1 A Member may not transfer or assign an Interest or License in Peerless Trout First Nation Land to another Member without the written consent of Council.

#### Consent Of Council

35.2 There will be no transfer or assignment of an Interest or License in Peerless Trout First Nation Land without the written consent of Council, except for:

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

### 36. Limits on Mortgages and Seizures

#### Protections

36.1 In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Peerless Trout First Nation Land:

Sections of Indian Act	Summary
(a) section 29;	exemption from seizure
(b) section 87;	tax exemption
(c) Sub-section 89(1); and	restriction on mortgages, seizure, etc., of property on reserve
(d) Sub-section 89(2).	conditional sale

#### Mortgage Of Allocated Land

36.2 The Interest of a Member in Peerless Trout First Nation Land may be subject to a mortgage or charge, only with the express written consent of Council.

#### Mortgages Of Leasehold Interests With Consent

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

#### Default In Mortgage

- 36.4 In the event of default in the terms of a charge or mortgage of a leasehold Interest, the leasehold Interest is not subject to possession by the chargee or mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:
- (a) the charge or mortgage received the written consent of Council;
  - (b) the charge or mortgage was registered in the First Nation Lands Register; and
  - (c) a reasonable opportunity to redeem the charge or mortgage is given to Council on behalf of Peerless Trout First Nation.

#### Power Of Redemption

- 36.5 Subject to prior redemption by the Lessee or Member, Council may redeem the charge or mortgage from the charger or mortgagor in possession and will 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

- 36.6 Council may waive its right to redemption for any charge or mortgage of a leasehold Interest or Licence.
- 36.7 The holder of an Interest may only grant a mortgage of that Interest to a Member or to Peerless Trout First Nation.

### **37. Matrimonial Real Property on Reserve Law**

#### Development Of Rules And Procedures

- 37.1 The Matrimonial Real Property On Reserve Law may be enacted twenty-four (24) months from the date this Land Code takes effect.

### **38. Transfers on Death**

- 38.1 Until Peerless Trout 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 Peerless Trout First Nation Land.
- 38.2 A Member who receives an Interest in Peerless Trout First Nation Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Register.

- 38.3 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 an application to Council requesting that an instrument evidencing lawful possession or occupation of Peerless Trout 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 Peerless Trout First Nation.

## **PART 8 DISPUTE RESOLUTION**

### **39. Purpose**

Purpose

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

### **40. Disputes**

Dispute Prevention

- 40.1 The parties will use best efforts to prevent disputes from arising and will consider the use of dispute Resolution processes at the earliest possible stage of any conflict.

### **41. Disputes Prior to Land Code**

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

### **42. Lands Tribunal Establishment**

- 42.1 Chief and Council shall appoint a chairperson, one or more vice-chairpersons and as many other PTFN Members as Chief and Council considers appropriate and one (1) Non-Member to the Lands Tribunal to adjudicate disputes under this Land Code. The Non-Member as well as a majority of PTFN Members appointed by Chief and Council to the Lands Tribunal shall have knowledge and experience related to lands, resources, administration and finance.

**43. Term of Office**

- 43.1 The appointed PTFN Members and one (1) Non-Member of the Lands Tribunal will each hold office for a term not exceeding five (5) years and not less than three (3) years and shall be replaced only for cause by a two-thirds majority of Chief and Council who voted on the matter.

**44. Eligibility for Reappointment**

- 44.1 The PTFN Members and one (1) Non-Member appointed to the Lands Tribunal whose term expires or who resigns may be reappointed by Chief and Council.

**45. Jurisdiction, Powers and Remedial Authority**

- 45.1 Chief and Council will enact Peerless Trout First Nation Laws to further confirm the jurisdiction, powers and remedial authority of the Lands Tribunal.

**46. Remuneration**

- 46.1 Chief and Council will determine the remuneration and reasonable expenses to be paid to the individuals appointed to the Lands Tribunal.

**47. Oath of Office**

- 47.1 Before assuming office, each Appointee of the Lands Tribunal will take the following asotamowin (oath) of office:

I, \_\_\_\_\_ promise to be faithful, truthful and impartial, to the best of my knowledge, skill and ability to execute and perform the office of (chairperson, vice-chairperson, Appointee) the Lands Tribunal without fear or favor and will not except in the discharge of my duties, disclose to any person any of the evidence or other matters brought before the Lands Tribunal.

**48. Disqualification of Lands Tribunal Appointees**

- 48.1 No Appointee of the Lands Tribunal will hear or participate in the decision in any matter in which the Appointee has a financial interest or conflict of interest; or has within a period of twelve (12) months prior to the date on which the matter was submitted to the Lands Tribunal acted as legal counsel, representative or agent for any of the parties to the matter before the Lands Tribunal.

**49. Completion of Duties**

49.1 Where any Appointee of the Lands Tribunal ceases to be an Appointee of the Lands Tribunal, that Appointee may carry out and complete any duties or responsibilities the Appointee would have carried out or exercised in relation to any proceeding as an Appointee of the Lands Tribunal until the proceeding is completed.

**50. Annual Report**

50.1 The Lands Tribunal will annually submit a report on the activities and operations of the Lands Tribunal to Chief and Council.

**51. Chairperson**

51.1 The Chairperson is the presiding officer of the Lands Tribunal.

**52. Authority of Lands Tribunal**

52.1 The Lands Tribunal has the power and authority as set out and delegated by the Lands Tribunal Law.

**53. Final Decision**

53.1 The final decision of a majority of the Appointees of the Lands Tribunal is the final decision of the Lands Tribunal. If there is no final decision by the Appointees then the final decision of the Chairperson shall be considered the decision of the Lands Tribunal.

**54. Practice and Procedure**

54.1 The Lands Tribunal will determine its own practice and procedure subject to any Peerless Trout First Nation Laws but will give the parties the opportunity to present evidence and make representations, orally or in writing.

**55. Public Hearing**

55.1 When the Lands Tribunal considers it necessary or appropriate to conduct an oral hearing, the hearing will be open to the public but the Lands Tribunal may hold the hearing in camera where the Lands Tribunal is of the opinion that the desirability of avoiding disclosure of intimate financial or personal matters outweighs the desirability of adhering to the principle that hearings be open to the public.

**56. Judicial Review**

a) A final decision, order, direction, declaration or ruling, but not a procedural,

interim, or any other decision, order, direction, declaration, or ruling of the Lands Tribunal, may be reviewed by a court of competent jurisdiction solely by reason that the Lands Tribunal failed to observe a principle of natural justice, failed to apply Peerless Trout First Nation law principles, or otherwise acted beyond or refused to exercise jurisdiction, if

- b) the applicant for review has requested the Lands Tribunal to review its decision and the Lands Tribunal has decided not to undertake a review, or has undertaken a review and rendered a decision about the matter, or has failed to make a decision on the review within ninety (90) days after the date on which it was made; and
- c) no more than thirty (30) days has elapsed from the date of the decision by the Lands Tribunal not to undertake a review or the date of the decision on the review, or the expiration of the ninety (90) day period referred to in clause (a).

## **PART 9 OTHER MATTERS**

### **57. Liability**

#### Liability Coverage

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

#### Extent Of Coverage

- 57.2 The extent of the insurance coverage will be determined by Council.

### **58. Offences**

#### Application Of The Criminal Code

- 58.1 Unless some other procedure is provided for by a Peerless Trout 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

58.2 Unless some other procedure is provided for by a Peerless Trout First Nation Land Law, any person who commits an offence under this *Land Code* or a Peerless Trout First Nation Land Law is liable to a fine not to exceed \$10,000 and to a term of imprisonment not to exceed six months or to both fine and imprisonment, provided however, that offences related to Peerless Trout First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

## 59. Revisions to Land Code

### Revisions

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

- (a) an amendment of the description of Peerless Trout First Nation Land subject to this Land Code; or
- (b) a reference in this Land Code to a clause in another act or document that was amended and resulted in clause renumbering; or
- (c) a reference in this Land Code to an Act or parts thereof that have expired, have been repealed or suspended; or
- (d) changes in this Land Code as are required to reconcile inconsistencies with other acts; or
- (e) minor improvements in the language as may be required to bring out more clearly the intention of the Peerless Trout First Nation without changing the substance of this Land Code; or
- (f) correct editing, grammatical or typographical errors; or
- (g) giving legal effect to future amendments to the *Framework Agreement*.

## 60. Commencement

### Preconditions

60.1 This *Land Code* will 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

60.2 This *Land Code* will take effect on the first day of the month following the certification of this *Land Code* by the verifier.

## **APPENDIX “A”**

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

- Peerless Trout Indian Reserve No. 238 – Canada Lands Survey Record Plan 103535.

## ANNEX “G”

All those lands more particularly described as:

All those lots, pieces, or parcels of land, situate, lying and being in Theoretical Townships 87 and 88, Range 4, W5M and Theoretical Townships 87 and 88, Range 5, W5M and being the Peerless Trout Southwest Settlement, Province of Alberta and being more particularly described as follows:

All that land and intervening theoretical government road allowances labeled as Lot 1 Block 1 and Lot 1 Block 2 on Plan No.1424886 registered in the Alberta Land Titles Office in Edmonton a copy of which is recorded in the Canada Lands Surveys Records in Ottawa under Plan 103535 CLSR.

Saving and excepting thereout of the above described lands the “Access Road R/W” as shown on Plan No.1425256 registered in the Alberta Land Titles Office in Edmonton a copy of which is recorded in the Canada Lands Surveys Records in Ottawa under Plan 103536 CLSR.

Together the herein described lands contain 3,553.15 hectares (8,779.86 acres), more or less.

Excepting thereout all mines and minerals.