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FORT MCKAY

FIRST NATION

LAND CODE

CERTIFIED TRUE COPY
This is Annex "1" of the
Declaration of Richard B. Krehbiel
Sworn before me this
17th day of October 2022

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October 17 2022



Dated for Reference

October 7, 2022


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Preamble:

WHEREAS *des cha / meehko seepee eyinowak*¹ have always had a profound spiritual relationship with the ancestral *ní / askiy* where they live;

WHEREAS *des cha / meehko seepee eyinowak* will continue to be spiritually, culturally, and physically connected to the *ní / askiy* and the *Nu Ne'nea / Kitaskeenaw* for as long as *ts'e?ël t'oneye des helle / isko pisim kisas tek isko sa kis ka kihk isko seepeeya e-pimcowâkihk*;

WHEREAS Fort McKay First Nation has an inherent right to self government which includes the authority to govern its *Nu Ne'nea / Kitaskeenaw*;

WHEREAS a portion of the *Nu Ne'nea / Kitaskeenaw* is reserved for the exclusive use and benefit of the Fort McKay First Nation by the terms of *tsąbą nályé / Tipamawakanahk kîwitinohk isi* between *ts'ékui k'áldhër / okimaskwew* and Fort McKay First Nation, and pursuant to the Fort McKay First Nation – Canada Settlement Agreement (2003) and the *Addition to Reserves and Reserve Creation Act*;

WHEREAS Fort McKay First Nation's vision for its current and future generations is a healthy and sovereign Nation enjoying cultural, educational, employment and economic successes;

WHEREAS developing laws to protect and manage its *Nu Ne'nea / Kitaskeenaw* and provide efficient and dependable land management services to *des cha / meehko seepee eyinowak* is consistent with the Fort McKay First Nation vision;

WHEREAS Fort McKay First Nation is committed to pursuing responsible economic development on the *Nu Ne'nea / Kitaskeenaw* for the benefit of its present and future generations;

WHEREAS Section 35 of the Canadian *Constitution Act, 1982*, recognizes and affirms the existing Treaty and aboriginal rights of the Indigenous people of Canada;

WHEREAS under the *Framework Agreement on First Nation Land Management*, Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands;

WHEREAS under the *Framework Agreement*, Canada has committed to implementing the *United Nations Declaration on the Rights of Indigenous Peoples*;

¹ The English translation of the Dene and Cree words used in this preamble is provided in Appendix B.

WHEREAS Fort McKay First Nation became a signatory to the *Framework Agreement* on September 13, 2007, and has entered into an Individual Agreement as required by the *Framework Agreement*, because Fort McKay First Nation wishes to govern its *Nu Ne'nea / Kitaskeenaw* under the Fort McKay First Nation Land Code, rather than having its *Nu Ne'nea / Kitaskeenaw* managed on its behalf under the *Indian Act*;

WHEREAS the *Framework Agreement* acknowledges that Canada's special relationship with Fort McKay First Nation will continue; and

WHEREAS the *Framework Agreement* is ratified by Fort McKay First Nation through Member Approval of the Fort McKay First Nation Land Code;

NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE FUNDAMENTAL HUNT TOO ?EREHTTIS THELA / ASKEE WEEYASOWEWIN [LAND LAW] OF THE FORT MCKAY 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* shall have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

Definitions

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

"Access" means to enter upon land including buildings or structures on the Land;

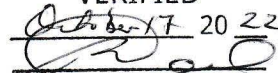
"Canada" means His Majesty the King in Right of Canada;

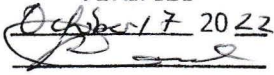
"Chief and Council" means the governing body of Fort McKay First Nation or any successor elected government of the Fort McKay First Nation;

"Commercial Head Lease" means a lease entered into between the Fort McKay First Nation, as lessor, and a Fort McKay Business Entity or other Person, as lessee, for commercial, industrial or business purposes, including the Existing Commercial Head Leases, and any amendments thereof;

"Commercial Sublease" means a sublease entered into between a lessee under and in accordance with the terms of a Commercial Head Lease, as sublessor, and a third party, as sublessee, and any amendments thereof, including the Existing Commercial Subleases, and shall include sub-subleases thereof;

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

“*Community Housing Law*” means the law enacted by Fort McKay First Nation on November 29, 2017, and published in the First Nation Gazette, as amended from time to time;

“Elector” 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;

“Elder” means an elder of the Fort McKay First Nation;

“Enactment” means an Act or a regulation, Land Law, by-law and this Land Code or a part thereof;

“Environment” means the components of the Earth, and includes

- (a) land, water and air, including all layers of the atmosphere;
- (b) all organic and inorganic matter and living organisms; and
- (c) the interacting natural systems that include components referred to in paragraphs (a) and (b).

“Existing Commercial Head Leases” means those Commercial Head Leases that are existing Interests in Fort McKay First Nation Land immediately prior to the commencement of this Land Code pursuant to section 39.2, and more particularly described as follows:

- (a) the commercial lease dated July 14, 2008 between Canada, as landlord, and Fort McKay Developments Ltd., as General Partner for and on behalf of Fort McKay Properties Limited Partnership, as tenant, and registered in the Indian Land Registry as No. 359289, as amended and assigned, as the same may be further amended, modified, supplemented, restated and replaced from time to time;
- (b) the commercial lease dated July 14, 2008 between Canada, as landlord, and Fort McKay Developments Ltd., as General Partner for and on behalf of Fort McKay Properties Limited Partnership, as tenant, and registered in the Indian Land Registry as No. 359292, as amended and assigned, as the same may be further amended, modified, supplemented, restated and replaced from time to time;
- (c) the commercial lease dated February 1, 2012 between Canada, as landlord, and Fort McKay Group of Companies Ltd., as General Partner

for and on behalf of Fort McKay Group of Companies Limited Partnership, as tenant, and registered in the Indian Land Registry as No. 6063110, as amended, as the same may be further amended, modified, supplemented, restated and replaced from time to time; and

- (d) the commercial lease dated April 1, 2018 between Canada, as landlord, and Fort McKay Group of Companies Ltd., as General Partner for and on behalf of Fort McKay Group of Companies Limited Partnership, as tenant, and registered in the Indian Land Registry as No. 6116817, as the same may be further amended, modified, supplemented, restated and replaced from time to time;

and any further amendments or assignments thereof;

"Existing Commercial Subleases" means those Commercial Subleases that are existing Interests in Fort McKay First Nation Land immediately prior to the commencement of this Land Code pursuant to section 39.2, entered into between the lessee under and in accordance with the terms of an Existing Commercial Head Lease, as sublessor, and a third party, as sublessee, and any amendments or assignments thereof;

"Expropriation" or "Expropriate" means when Fort McKay First Nation takes over all or part of an Interest or License in Land for purposes that are to benefit Fort McKay First Nation as a whole;

"Extended Family", in respect of a person, means the person's grandparent, uncle, aunt, first degree cousin, grandchild, and/or any other relation or relationship that Council may add by law;

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

"Fort McKay Business Entity" means a corporation, partnership or other entity in which one hundred (100%) percent of the shares, units or other type of ownership interests, as the case may be, are beneficially held by or in trust for the benefit of the Fort McKay First Nation, or a trust of which the sole beneficiary is the Fort McKay First Nation;

"Fort McKay First Nation" means the Fort McKay First Nation and its Members;

"Fort McKay First Nation Election Code" means the code enacted by Fort McKay First Nation on February 8, 2005, as amended from time to time;

"Fort McKay First Nation Holiday" means Fort McKay Treaty Days and December 20th to January 4th inclusive;

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“Fort McKay First Nation Long-Term Leasing Law” means the law enacted by Fort McKay First Nation on November 29, 2017, and published in the First Nations Gazette

“Fort McKay First Nation Trespass Law” means the law enacted by Fort McKay First Nation on March 1, 2017, and published in the First Nations Gazette;

“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 Fort McKay First Nation on September 13, 2007;

“Immediate Family”, in respect of an individual, means the individual’s parent, sister, brother, child, and Spouse;

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

“Interest” in relation to Fort McKay First Nation Land, means any interest, right or estate of any nature in or to that Land including a lease, easement, right of way, but does not include title to the Land;

“Land” or “Fort McKay First Nation Land” means the reserve land that is subject to this Land Code as described in section 4.1;

“Land Law” or “Fort McKay First Nation Land Law” means any law enacted under the authority of Chief and Council pursuant to this Land Code and laws enacted before this Land Code was approved that pertain to the management and control of Fort McKay First Nation Land;

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

“Member” means an individual whose name appears or is entitled to appear on the Fort McKay First Nation Band Membership List;

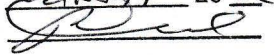
“Member Lease” means a lease that has been granted under the *Fort McKay First Nation Long-Term Leasing Law*;

“Membership Approval” or “Member Approval” means approval by the Electors;

“Minister” means the Minister of Indigenous Services Canada and his or her duly authorized representatives;

“Moose Lake Reserves” means Namur River Indian Reserve No. 174A and Namur Lake Indian Reserve No. 174D;

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“Natural Resources” means renewable and non-renewable substances, including but not limited to oil, coal, natural gas, metals, stone, sand, air, soil, water, animals, birds, fish, vegetation and other living components of ecosystems within land and water;

“Registered Instrument” means a document, plan or electronic record whereby an Interest is transferred, disposed of, charged, encumbered or affected in any other way, and is registered in the Indian Lands Registry, the First Nations Lands Register or the register of the Alberta Land Titles Office;

“Resolution” means a Band Council Resolution (BCR) approved by a consensus of Chief and Council at a duly convened meeting in accordance with section 92 of the *Fort McKay First Nation Election Code*;

“Person” includes any individual, partnership, firm, corporation, trust, bank, financial institution or any combination of any of them; and

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

2. Interpretation

Interpretation

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

2.2. In this Land Code:

- (a) the words “shall” and “must” signify 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;
- (b) 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”;
- (c) titles and headings have been inserted in the Land Code for convenience of reference only, and are not interpretive aids;
- (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) 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;

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- (f) a reference to a Fort McKay First Nation law is deemed to be a reference to the law as amended from time to time and if the law is repealed and replaced by a new law of substantially the same subject matter, the reference to the Fort McKay First Nation law is deemed to be a reference to the law that replaced it;
- (g) all references to a time period of days means consecutive days, not business days;
- (h) where the time limit for doing an act expires or falls on a Saturday or Sunday, or a Fort McKay 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 limit for doing an act in the Fort McKay First Nation administration building falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (j) where there is a reference to a number of days, or a number of days between two events, in calculating that number of days, the day on which the first event happens is excluded; and
- (k) the glossary in Appendix B shall be used solely for the interpretation of the Preamble.

2.3. The following Appendices are incorporated into and form part of this Land Code:

Appendix A – Description of the Fort McKay First Nation Land.

Appendix B – Glossary of Dene and Cree words used in the Preamble.

Consistency with Framework Agreement

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

Paramountcy

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

Rights not affected

2.6. This Land Code does not change:

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- (a) any Inherent, Treaty, Indigenous or other rights or freedoms that pertain now or in the future to the Fort McKay First Nation or its Members; or
- (b) the application of section 35 of the Canadian *Constitution Act*, 1982, to Fort McKay First Nation or its Members; or
- (c) the fiduciary relationship between Canada and Fort McKay First Nation and its Members;
- (d) Fort McKay First Nation's eligibility to make claims for historical wrongs or breach of its aboriginal and treaty rights; or
- (e) the by-law powers of Chief and Council pursuant to the *Indian Act*; and

does not reduce or abrogate the eligibility of the Fort McKay First Nation for funding for programs and services related to land and resource management and economic development.

Lands and Interests affected

- 2.7. A reference to Land in this Land Code includes all the interests and rights, as well as the Natural Resources that belong to that Land, and includes:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that Land;
 - (b) all Interests and Licences granted by Canada listed in the Individual Agreement; and
 - (c) all Interests and Licences granted by Fort McKay First Nation after this Land Code comes into effect.

Reserve Land

- 2.8. Only Land that is Fort McKay First Nation Land pursuant to section 4.1 is eligible to be governed by Fort McKay First Nation under this Land Code.

3. Purpose

Purpose

- 3.1. The purpose of this Land Code is to set out the principles, rules and administrative structures that apply to Fort McKay First Nation Land and by which the Fort McKay First Nation will exercise authority over that Land in accordance with its inherent right to self government and the *Framework Agreement*.

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4. Description of Fort McKay First Nation Land

Fort McKay First Nation Land

- 4.1. The Fort McKay First Nation Lands that are subject to this Land Code are Fort McKay Indian Reserves Nos. 174, 174C, 174D, and Namur River Indian Reserve No. 174A and Namur Lake Indian Reserve No. 174B as more particularly described in the land description reports identified in Appendix "A" of this Land Code and any other reserve Lands or Interests of the Fort McKay First Nation that are made subject to this Land Code by Resolution or ministerial order, and any lands added to the Fort McKay Indian Reserves after the commencement date of this Land Code pursuant to section 39.2.

Addition to Fort McKay First Nation Land

- 4.2. In accordance with any request made by the Fort McKay First Nation, the Minister of Indigenous Services Canada may, by order, set apart as a reserve, for the use and benefit of the Fort McKay First Nation, any lands the title to which is vested in Canada, and provide in the order that the lands are Fort McKay First Nation Land.

Application of Land Code

- 4.3. Before any lands are transferred to Canada by the Fort McKay First Nation or a third party for the purpose of being set apart as a reserve, or before any lands are set apart as a reserve, the Fort McKay First Nation may, in accordance with this Land Code:
- (a) grant Interests or land rights in and Licenses in relation to such lands, and
 - (b) enact zoning or other laws within the scope of the *Framework Agreement* in relation to such lands;

that will come into force only if and when the lands become Fort McKay First Nation Land.

Amendment to the Description of Land

- 4.4. As of the date of any Resolution or ministerial order adding land to Fort McKay First Nation Land, the description of the Fort McKay First Nation Land in the Land Code will be deemed to be amended to add the description of the Fort McKay First Nation Land set out in the Resolution or order.

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PART 2 - FIRST NATION LEGISLATION

5. Law-Making Powers

Chief and Council may make Land laws

- 5.1. Chief and Council may, in accordance with this Land Code, make laws respecting, but not limited to the following:
- (a) the development, conservation, protection, management, use and possession of Fort McKay First Nation Land;
 - (b) Interests and Licences in relation to Fort McKay First Nation Land; and
 - (c) any matter necessary or ancillary to the making of Fort McKay First Nation Land Laws.

Examples of Land laws

- 5.2. For greater certainty, Chief and Council may also enact Land Laws respecting, but not limited to, the following:
- (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 Fort McKay First Nation Land;
 - (c) environmental assessment and protection;
 - (d) provision of local services in relation to Fort McKay First Nation Land and the imposition of equitable user charges;
 - (e) enforcement of Fort McKay First Nation Land Laws; and
 - (f) provision of services for the resolution, outside the courts, of disputes in relation to Fort McKay First Nation Land.

Regulatory Instruments

- 5.3. For greater certainty, in addition to Fort McKay First Nation Land Laws, Chief and Council may make other regulatory instruments, including rules, regulations, standards, by-laws, codes and policies.

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6. Law-Making Procedure

Introduction of Land laws

- 6.1. A proposal for a Land Law or an amendment to a Land Law may be introduced at a duly convened meeting of Council by:
- (a) the Chief;
 - (b) a Councillor; or
 - (c) the representative of any body or authority composed of Members that may be authorized by Council to do so.

Procedure upon receipt of a Proposal for a Land law

- 6.2. Upon receipt of a proposal for a Land Law or an amendment to a Land Law, Chief and Council may:
- (a) table the proposal for further review or for enactment;
 - (b) request that the proponent provide further information regarding the proposed Land Law or proposed amendment at a future meeting of Chief and Council;
 - (c) direct the drafting or further preparation of a Land Law with respect to the proposal, or the drafting of an amendment, for further consideration by Chief and Council; or
 - (d) reject the proposal.

Posting, review and tabling of proposed Land laws

- 6.3. Before a proposed Land Law or a proposed amendment may be enacted, it must be:
- (a) reviewed by a committee of Members;
 - (b) posted in public places and published on Fort McKay's website;
 - (c) made available for Members to review at Fort McKay First Nation's administration offices;
 - (d) presented for discussion during one or more meetings of Elders;
 - (e) presented for discussion during one or more meetings of Members; and
 - (f) tabled in final form at a duly convened meeting of Chief and Council.

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- 6.4. Chief and Council may take any other steps to give notice of the proposed Land Law or proposed amendment that Chief and Council may consider appropriate.

Administrative Amendments

- 6.5. Chief and Council may approve, by Resolution, amendments to Land Laws without following the process set out in section 6.3 if the amendments do not change the substance of a Land Law. Such amendments include the following:
- (a) an amendment to correct a mistake or error arising from an accident, slip or omission;
 - (b) an amendment to change a reference in a Land Law to a clause in another Enactment or document that was amended and resulted in clause renumbering;
 - (c) a reference in a Land Law to another Enactment that has expired, or has been repealed or suspended;
 - (d) changes that are required to reconcile inconsistencies between the Land Law with other Enactments;
 - (e) an amendment of the description of Fort McKay First Nation Land to render it consistent with this Land Code;
 - (f) an amendment to include additional lands that are added to Fort McKay First Nation Land; and
 - (g) minor improvements in the language as may be required to bring out more clearly the intention of the Fort McKay First Nation without changing the substance of the Land Law.

Urgent matters

- 6.6. Chief and Council may enact or amend a Land Law without the preliminary steps ordinarily required, if Chief and Council is of the opinion that the Land Law is needed urgently for public health and safety or to protect Fort McKay First Nation Land or Members. Unless it is re-enacted in accordance with the required preliminary steps or otherwise terminated earlier, such Land Law shall expire one hundred and twenty (120) days after its enactment.

Approval of Land law

- 6.7. Subject to this Land Code, a Fort McKay First Nation Land Law and an amendment to a Land Law is approved by a Resolution.

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Certification of Land laws

- 6.8. The original copy of any approved Land Law or Resolution concerning Fort McKay First Nation Land or an amendment to a Land Law shall be signed by Chief and Council.

Land laws taking effect

- 6.9. A Land Law and an amendment to a Land Law enacted by Chief and Council takes effect on the date it is approved by Council or such later date as specified in the Land Law.

7. Publication of Land Laws

Publication

- 7.1. A Land Law shall be:
- (a) posted, as soon as practicable after enactment, in a location within the administrative offices of Fort McKay First Nation accessible to all Members;
 - (b) published online in the First Nations Gazette; and
 - (c) published by any additional method as Chief and Council may consider appropriate.

Registry of Land laws

- 7.2. A register of all Fort McKay First Nation Land Laws and Resolutions, including Land Laws and Resolutions that have been repealed or are no longer in force, will be kept at the administrative offices of the Fort McKay First Nation.

Copies for any Person


- 7.3. Any Person may obtain a copy of a Land Law.

8. Enforcement of Land Laws

Enforceability of Land laws

- 8.1. To enforce its Land Code and its Land Laws, Fort McKay 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;

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- (c) establish comprehensive enforcement procedures consistent with federal law or provincial law, including inspections, searches, seizures and compulsory sampling, testing and the production of information;
- (d) provide for the collection of non-tax debts, fees or charges owed to Fort McKay First Nation using taxation collection remedies made under the *Fort McKay First Nation Property Assessment and Taxation By-Law*, as amended or replaced from time to time; and
- (e) enter into agreements with other governments or government agencies with respect to any matter concerning the enforcement of this Land Code and Fort McKay First Nation Land laws.

Agreement for Recovery of Fines

- 8.2. Fort McKay First Nation may enter into agreements with other governments or governmental agencies to collect any fines, debts, fees or other penalties imposed by this Land Code or the Fort McKay First Nation.

Prosecuting Offences

- 8.3. For the purpose of prosecuting offences, Fort McKay First Nation may:
- (a) retain its own prosecutor;
 - (b) enter into an agreement with the Province of Alberta to arrange for a provincial prosecutor; and
 - (c) make laws with respect to the appointment and authority of justices of the peace.

PART 3 - MEETINGS OF MEMBERS AND APPROVALS

9. Meetings

Participation of Members

- 9.1. Every Member is entitled to participate in any meeting of Members that is called pursuant to this Land Code.

Permission of Chief and Council

- 9.2. A Person, other than a Member, authorized by Chief and Council may attend a meeting of Members.

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Holding of meetings

- 9.3. A meeting of Members may be held in person, by teleconference, on-line through audio, video, text or other electronic means, or some combination of methods as determined by Chief and Council.

No Quorum

- 9.4. No quorum or minimum level of participation of Electors is required at a meeting of Members called pursuant to or for purposes of this Land Code.

10. Meetings Required for Membership Approval

Membership Approval Meetings

- 10.1. At least one meeting of Members must be called by Chief and Council for the purpose of considering a matter for which Membership Approval is required by this Land Code or for which Chief and Council have decided to seek Approval of the Members.
- 10.2. In addition, at least one meeting of Elders must be called by Chief and Council for the purpose of considering a matter for which Membership Approval is sought.

Informed Decision

- 10.3. Chief and Council may schedule more than one meeting of Members as may be desirable, in the opinion of Chief and Council, before voting on a matter under section 12 of this Land Code.

11. Meeting Notice

- 11.1. A minimum of seven (7) days notice must be provided to Members of a meeting held for the purpose of considering a matter that requires Membership Approval.
- 11.2. The notice of a meeting of Members shall include:
- (a) the date, time, and location of the meeting;
 - (b) options available for attending such as online or via teleconference, if applicable;
 - (c) a brief description of the matter to be discussed;
 - (d) a brief description of any matter that requires Member Approval, if applicable; and

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- (e) other information and material that Chief and Council considers appropriate.

Manner of notice

- 11.3. The meeting notice shall be given to the Members by any means or combination of means of communication that may be reasonably expected to inform the Members of the meeting, including:
- (a) posting a written notification at a publicly accessible area of the Fort McKay First Nation administration office;
 - (b) posting an electronic notification on Fort McKay First Nation's website;
 - (c) delivery of a written notification to a Member's email address;
 - (d) delivery of a written notification sent by post, courier or hand delivery;
 - (e) telephone communication to a Member's home, cellular or office telephone number by any individual charged by Chief and Council with the responsibility of giving notice;
 - (f) in-person communication to a Member by an individual charged by Chief and Council with the responsibility of giving notice; and
 - (g) additional methods Chief and Council considers appropriate.

12. Membership Approval

Approval of Electors

- 12.1. Approval of the Membership shall be obtained for the following:
- (a) removal of a Cultural - Heritage designation;
 - (b) any voluntary exchange of Fort McKay First Nation Land;
 - (c) the adoption of a land use or resource development plan for the Land;
 - (d) the grant of a License or Interest for industrial development on or in the Moose Lake Reserves;
 - (e) amendments to section 6.3 and this section 12.1 of the Land Code; and
 - (f) any other matter, land law or class of law that Chief and Council, by Resolution, declares to be subject to this section.

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Fort McKay First Nation Land Code

Method of Voting

12.2. Membership Approval may be obtained by one or more of the following methods in accordance with the voting policies and practices of the Fort McKay First Nation:

- (a) secret ballot;
- (b) in-person polling stations in one or more locations;
- (c) mail-in ballot; or
- (d) alternative voting methods, such as electronic voting approved by Chief and Council.

Approval threshold

12.3. For Membership Approvals, a matter shall be considered approved if the majority (50% + 1) of votes cast are in favour of the matter.

12.4. For Membership Approval of the grant of a License or Interest for industrial development on the Moose Lake Reserves, the matter shall be considered approved if:

- (a) the majority (50% + 1) of Electors cast a ballot; and
- (b) the majority (50% + 1) of votes cast are in favour of the grant.

Approval threshold by Resolution

12.5. Council may, by Resolution prior to a vote, do the following:

- (a) establish a minimum percentage of Electors who must participate in the vote pursuant to section 12.3 in order for the result to be binding; or
- (b) require that more than 50% + 1 of Electors participate in the vote pursuant to section 12.4 in order for the result to be binding; or
- (c) require that a percentage greater than 50% + 1 of participating Electors must approve the matter in order to obtain Member Approval.

Policies for Meetings, Approvals and other matters

12.6. For greater certainty, Chief and Council may make Fort McKay First Nation Land Laws, policies or procedures:

- (a) for meetings of Members;

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- (b) for meetings of and communications with Members;
- (c) for votes to obtain Membership Approval; and
- (d) respecting any other matter that Chief and Council, by Resolution, declares to be subject to part 3 of this Land Code.

PART 4 - PROTECTION OF LAND

13. Expropriation

13.1. The Fort McKay First Nation may expropriate an Interest or Licence in Fort McKay First Nation Land, in accordance with this Land Code, the *Framework Agreement* and a Land Law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

13.2. An expropriation shall only be made for community works or purposes.

13.3. Community works may include roads, utilities, schools, health and wellness facilities, community centres, recreational facilities, firehalls, water treatment plants and other public works.

Acquisition by Mutual Agreement

13.4. A good faith effort to acquire, by mutual agreement, the Interest or Licence must be made prior to any expropriation.

Notice and Compensation

13.5. Fort McKay First Nation must:

- (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 based on the heads of compensation set out in the *Expropriation Act* (Canada).

Expropriation Law

13.6. Chief and Council will, as soon as reasonably practicable after this Land Code comes into effect, enact a law setting out the rules and procedures for the expropriation process, including provisions respecting:

- (a) taking possession of the Interest or Licence;

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- (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) the resolution of disputes.

14. Voluntary Exchange of Fort McKay First Nation Land

Conditions for a land exchange

14.1. The Fort McKay First Nation may agree with another party to exchange a parcel of Fort McKay First Nation Land for a parcel of land of equal or greater size from that other party in accordance with this Land Code and the *Framework Agreement*.

No effect

14.2. A land exchange is of no effect unless it receives Membership Approval in accordance with part 12 of this Land Code.

Additional land

14.3. The Fort McKay 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 Fort McKay First Nation in fee simple or some other manner.

Federal Consent

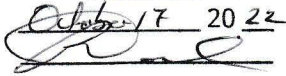
14.4. Before the Fort McKay First Nation concludes a land exchange agreement, it must receive a written statement from Canada stating that Canada consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Chief and Council may specify.

Community notice

14.5. Once negotiations on the land exchange agreement are concluded, Chief and Council must provide the following information to the Electors at least thirty (30) days before the vote:

- (a) a description of the Fort McKay First Nation Land to be exchanged;
- (b) a description of the land to be received in the exchange;

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- (c) a description of any other compensation to be exchanged;
- (d) a report from a certified land appraiser providing an opinion on the value of the land to be exchanged and the land to be received in the land exchange agreement;
- (e) a copy or summary of the exchange agreement; and
- (f) a copy of Canada's consent.

14.6. Information that must be provided to each Member shall be mailed or delivered to each Member. Delivery may include digital transmission.

15. Cultural Heritage Resources

Heritage Resources

15.1. No person shall disturb, remove, alter, or restore a designated cultural - heritage site, or any historical, paleontological or archeological resource unless authorized by Chief and Council and the site or resource is protected, preserved or restored.

Designated Cultural and Heritage Sites

15.2. Chief and Council may, by Resolution, designate any area within Fort McKay Land as a cultural - heritage site.

Guidelines

15.3. Chief and Council may develop policies, standards, and guidelines or enact a Land Law to further implement this section.

PART 5 - ACCOUNTABILITY

16. Conflict of Interest or Appearance of Conflict of Interest

Application of rules

16.1. The conflict of interest rules in this Land Code apply to every person making a decision or participating in making a decision under this Land Code or a Land Law including the Chief and Councillors, employees, agents or consultants of the Fort McKay Nation, arbitrators, and members of a board, committee or other body created to fulfill a function pursuant to this Land Code or a Land Law.

16.2. For clarity, the conflict of interest rules in this Land Code do not apply to Members voting on a matter for which Membership Approval is sought.

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Duty to report and abstain

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

Apparent conflict of interest

- 16.4. 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

- 16.5. If the Board, committee or other body is unable to act due to a conflict of interest, the matter shall be referred to Chief and Council.
- 16.6. If Chief and Council are unable to decide a matter under this Land Code or a Land Law due to a conflict of interest, the matter may be referred to the membership for a decision and the rules for membership meetings and approvals in part 12 will apply.

Specific Conflict situations

- 16.7. No more than two (2) members from the same Immediate Family shall be concurrent members of an appointed board, committee or other body dealing with any matter that is related to Fort McKay First Nation Land. An elected board, committee or other body is exempt from this rule.
- 16.8. If there are less than six (6) members of an appointed board, committee or other body, then no more than one (1) member may be appointed from the same Immediate Family.

Other laws

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

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17. Financial Management

Application

17.1. This section applies only to financial matters relating to Fort McKay First Nation Land.

Budget

17.2. Chief and Council shall approve an annual budget for land and resource management, by Resolution, and may during a fiscal year approve changes to the budget if it considers it necessary for the fiscal health and accountability of an individual program or the Fort McKay First Nation overall.

Annual audits

17.3. The annual financial statements of the Fort McKay First Nation will be audited and comply with all applicable accounting standards and requirements.

Revenue and expenditures included

17.4. For clarity, all Fort McKay First Nation revenues and expenditures will be included in the annual consolidated financial statements and will be included in the annual audit.

Reporting on Land matters

17.5. Chief and Council, on behalf of the Fort McKay First Nation, shall report on the following Land matters in Fort McKay First Nation's annual report to Members:

- (a) an overview of the Land and Natural Resource management activities undertaken during the past year;
- (b) a copy and explanation of the audit as it applies to Fort McKay First Nation Land and Natural Resources; and
- (c) any other matter as determined by Chief and Council.

18. Access to Information

Access

18.1. Any Member may, during normal business hours at the main administrative office of the Fort McKay First Nation, have reasonable access to:

- (a) the register of Land Laws;
- (b) the auditor's report as it applies to Fort McKay First Nation Land and Natural Resources; and

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- (c) information on Land and Natural Resources included in Fort McKay First Nation's annual report.

Access to records

- 18.2. Any Member may, by written request, review records in the Fort McKay First Nation's possession pertaining to the management and administration of Land and Natural Resources under this Land Code provided that the records are public information or are the personal information of the Member requesting the records.

PART 6 - INTERESTS AND LICENCES IN LAND

19. Revenue from Land and Natural Resources

Determination of fees and rent

- 19.1. Chief and Council may establish the process and enact any Land Laws, rules and policies for determining:
- (a) the fees and rent for Interests and Licences in Fort McKay First Nation Land;
 - (b) the fees for services provided in relation to any Fort McKay First Nation Land; and
 - (c) the fees and royalties to be paid for the taking of Natural Resources from Fort McKay First Nation Land.

20. Registration of Interests and Licences

Enforcement of Interest and Licences

- 20.1. An Interest or Licence in Fort McKay 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

- 20.2. An instrument granting an Interest or Licence in Fort McKay First Nation Land that requires the consent of Chief and Council, or Membership Approval, shall include a form of certificate indicating that the applicable consent or approval has been obtained.

Duty to deposit

- 20.3. A copy of the following instruments shall be deposited in the First Nation Lands Register:

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- (a) any grant of an Interest or Licence in Fort McKay First Nation Land;
- (b) any transfer or assignment of an Interest or Licence in Fort McKay First Nation Land;
- (c) every land use plan, subdivision plan or resource use plan;
- (d) every Fort McKay First Nation Land law; and
- (e) this Land Code and any amendment to it.

21. Limits on Interests and Licences

All dispositions in writing

21.1. An Interest or Licence in Fort McKay 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 Fort McKay First Nation Land Law.

Standards

21.2. Chief and Council may establish mandatory standards, criteria and forms for Interests and Licences in Fort McKay First Nation Land.

Improper Transactions void

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

22. Existing Interests

Continuation of existing Interests and Licences

22.1. Any legally valid Interest or Licence in Fort McKay 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

22.2. For greater certainty, Interests or Licences previously issued under the *Indian Act* or a Fort McKay First Nation law shall continue in effect after the coming into force of this Land Code unless the Interest or License holder voluntarily agrees to have the Interest or Licence replaced by a new Interest or Licence.

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Replacing the role of the Minister

22.3. Immediately upon the coming into force of this Land Code Fort McKay First Nation assumes all the rights and obligations of the Minister as grantor, in respect of existing Interests and Licences in or in relation to Fort McKay First Nation Land.

Unregistered Interests

22.4. Unregistered Interests and Licenses in Fort McKay First Nation that are approved by Chief and Council or were granted pursuant to a First Nation Law, a Commercial Headlease or a Commercial Sublease prior to the effective date of this Land Code Land will be registered as soon as practical after the coming into force of the Land Code.

23. New Interests and Licences

Authority to make Dispositions

23.1. Council may, on behalf of Fort McKay First Nation, grant:

- (a) Interests and Licences in Fort McKay First Nation Land, including leases, permits, easements and rights-of-ways; and
- (b) Licences to take Natural Resources from Fort McKay First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

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

24. Interests of Non-Members

Grants to non-Members

24.1. A grant or any other disposition of all or any part of an Interest or Licence in Fort McKay First Nation Land to a person who is not a Member shall not be effective unless and until it is confirmed by Resolution.

24.2. Section 24.1 does not apply to:

- (a) a Grant of Tenancy approved in accordance with the *Community Housing Law*; or
- (b) to Interests or Licenses granted by a Fort McKay Business Entity.

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24.3. A person who is not a Member is not entitled to hold a permanent Interest in Fort McKay First Nation Land.

25. Moose Lake Reserves

Moose Lake land use law

25.1. After this Land Code comes into effect, Chief and Council will enact a law setting out the rules and procedures for land use and development on the Moose Lake Reserves.

Interests for personal residential, cultural use

25.2. Until a land use and development law is enacted, no Interests and Licenses may be granted or transferred on the Moose Lake Reserves except for the purpose of residential, recreation or cultural use by Members.

25.3. Residential, recreation or cultural use excludes, for greater certainty, any commercial or industrial use or the rental of land or dwellings to non-Members.

26. Allocation of Land and Housing Units to Members

Policies and procedures for allocation of Land

26.1. Chief and Council may allocate Interests and Licenses to Members in accordance with this Land Code and the *Fort McKay First Nation Long-Term Leasing Law* and any other applicable Land Laws that may be enacted.

Allocation of Tenancies to Members

26.2. Members may be allocated tenancies in accordance with the *Community Housing Law*.

Policies and Procedures

26.3. Chief and Council may establish policies and procedures for the allocation of Land and tenancies.

Private Ownership

26.4. For greater certainty, there shall be no fee simple ownership of Fort McKay First Nation Land by Members or other persons.

27. Transfer and Assignment of Interests

27.1. A Member may transfer or assign an Interest in Fort McKay First Nation Land to another Member with consent from Chief and Council.

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Consent of Chief and Council

27.2. There shall be no transfer or assignment of an Interest in Fort McKay First Nation Land without the written consent of Chief and Council, except for:

- (a) transfers that occur by operation of law, including transfers of estate between Members by a will;
- (b) transfers in accordance with any family home and matrimonial property laws applicable to Fort McKay First Nation Land;
- (c) transfers between Fort McKay Business Entities;
- (d) transfers of Commercial Head Leases and Commercial Subleases in accordance with the terms thereof; and
- (e) transfers to secured parties or their nominees pursuant to the enforcement of mortgages or charges granted against Interests under the *Fort McKay Long-Term Leasing Law*, Commercial Head Leases or Commercial Subleases.

No Adverse Possession or Prescription

27.3. No person may acquire an interest in Fort McKay First Nation Land by any length of possession or by prescription.

28. Cancellations and amendments of Interests and Licenses


28.1. Chief and Council may, by Resolution, upon receiving compelling evidence or pursuant to a ruling of a court of competent jurisdiction, confirm, cancel, discharge, amend or correct any Interest or Licenses issued in error or by fraud.

29. Limits on Mortgages and Seizures

Protections

29.1. In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Fort McKay First Nation Land:

- (a) section 29, Exemption from Seizure;
- (b) section 87, Property Exempt from Taxation;
- (c) sub-section 89(1), Restriction on Mortgage and Seizure of Property on Reserve; and

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- (d) sub-section 89(2), Restriction on Mortgage and Seizure of Property on Reserve and Conditional Sales.

Mortgages of leasehold Interests that require consent

29.2. The written consent of Chief and Council is required for a charge or mortgage against a leasehold Interest that is not a Commercial Head Lease or a Commercial Sublease.

Time limit

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

Default in mortgage

29.4. 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 charge or mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:

- (a) except in the case of a charge or mortgage against a leasehold Interest under a Commercial Head Lease or a Commercial Sublease, the charge or mortgage received the written consent of Chief and 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 Chief and Council on behalf of Fort McKay First Nation.

Power of redemption

29.5. Subject to prior redemption by the lessee, sublessee or Member, Chief and 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

29.6. Chief and Council may waive its right to redemption for any charge or mortgage of a leasehold Interest or License.

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30. Residency and Access Rights

Right of residence, Occupancy and Access

- 30.1. Rights of residency, occupancy and access are subject to the *Fort McKay First Nation Trespass Law* and any other law duly enacted by Chief and Council relating to such rights and Interests in Fort McKay First Nation Land.

31. Transfers on Death

Indian Act application

- 31.1. Until Fort McKay 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 Fort McKay First Nation Land.
- 31.2. A Lease granted under the *Fort McKay First Nation Long-Term Leasing Law* may be transferred upon the death of the Member Lease Holder in accordance with that law.
- 31.3. A person who is not a Member cannot, by inheritance through a will or by descent, acquire a right of occupancy or a right of possession in Fort McKay First Nation Land except as expressly permitted by a Land Law or pursuant to an order granted by a court of competent jurisdiction.

Registration of transfer

- 31.4. A person who receives an Interest in Fort McKay First Nation Land by testamentary disposition or succession in accordance with any applicable law, or a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Register.

Disposition of Interest

- 31.5. 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 Fort McKay First Nation Land be issued; or
 - (b) an instrument evidencing an Interest 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 Fort McKay First Nation.

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32. Matrimonial Real Property on Reserve Land

Matrimonial Real Property

32.1. Unless the First Nation enacts a law governing matrimonial property rights on First Nation Land, the provisional rules set forth in the *Family Homes on Reserves and Matrimonial Interests or Rights Act* shall apply.

33. Natural Resources

Ownership of Natural Resources

33.1. Subject to applicable Land Laws and existing Interests, all mines and minerals and other Natural Resources on or under Fort McKay First Nation Land belong to the Fort McKay First Nation.

Development of Natural Resources

33.2. The use and development of Natural Resources on or under Fort McKay First Nation Land will be subject to this Land Code and applicable laws.

Regulation of Natural Resources

33.3. To the extent that Fort McKay First Nation has ownership or rights over water, air space and Natural Resources, it has jurisdiction to manage and regulate air, water and other Natural Resource use.

33.4. Unless specifically included by a Registered Instrument, a grant or transfer of a License or Interest does not include any rights to any Minerals or other non-renewable Natural Resources on or under Fort McKay First Nation Land.

Prohibition on removal of Natural Resources

33.5. No person shall remove or permit anyone to remove from Fort McKay First Nation Land, without the written approval of Chief and Council, or in accordance with a Land Law or the terms of a Registered Instrument:

- (a) minerals, stone, sand, gravel, clay, shale, peat, or soil; or
- (b) trees, saplings, shrubs, timber, or hay.

PART 7 - DISPUTE RESOLUTION

Choice of Forum

34.1. Subject to the dispute resolution provisions in the *Community Housing Law* and in any other Fort McKay First Nation law, disputes in relation to a Land Law shall be resolved as follows:

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- (a) by mediation, independent evaluation, arbitration, or other process agreed upon by the parties to the dispute; or
- (b) by a court of competent jurisdiction if the parties do not agree on a dispute resolution process.

Dispute Resolution Law

34.2. Chief and Council will, as soon as reasonably practicable after this Land Code comes into effect, enact a dispute resolution law establishing a fair and efficient process for resolving disputes about Fort McKay First Nation Land.

Contractual Agreement

34.3. The Parties to a contractual agreement where the subject matter is Fort McKay First Nation Land may establish a dispute resolution process as an alternative to a dispute resolution process set out in this Land Code or a Fort McKay law.

PART 8 - OTHER MATTERS

35. Land and Natural Resource Administration

Delegation

- 35.1. Chief and Council may, by Resolution, Land Law or policy, delegate administrative authority to an employee, employees or department of the Fort McKay First Nation administration to carry out functions necessary for day-to-day operations of its land and resource administration office.
- 35.2. Chief and Council may, by Resolution, delegate to any person any power, duty or function conferred or imposed on Chief and Council by this Land Code except the power to make Resolutions and Land Laws and the power to amend Land Laws and this Land Code.

Land Code Committee

- 35.3. Chief and Council must establish a committee of Members to review and provide advice to Council on proposed Land Laws in accordance with section 6.3 of this Land Code. The committee of Members may also assist in the implementation of this Land Code by:
 - (a) advising the Council and its staff in matters respecting Fort McKay First Nation Land;
 - (b) recommending laws, policies and practices respecting Fort McKay First Nation Land;

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- (c) engaging with Members on Fort McKay First Nation Land issues and making recommendations to Council on the resolution of these land issues;
- (d) assisting in the communication of land issues between Members and Council; and
- (e) performing such other duties as may be requested, delegated or assigned by Chief and Council.

Terms of Reference

35.4. Terms of reference for the committee of Members will be approved by Chief and Council by Resolution.

Elder

35.5. The committee of Members must include at least one Elder.

Reviewing terms of reference

35.6. The first committee of Members established pursuant to section 35.3 shall review its terms of reference and may recommend changes or additions. Council will consider the recommendations, if any, prior to approving the terms of reference by Resolution.

36. Amendments and Revisions

Land code amendments

36.1. Amendments to this Land Code must follow the procedures for the amendment of Land Laws set out in section 6.2 and 6.3, except for:

- (a) Amendments that require Membership Approval as set out in section 12.1(e);
- (b) Amendments for which Chief and Council decide Membership approval is desirable; and
- (c) Revisions that do not change the substance of this Land Code.

Revision

36.2. Revisions that do not change the substance of this Land Code include:

- (a) an amendment of the description of Fort McKay First Nation Land subject to this Land Code and Individual Agreement;

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- (b) an amendment to include additional lands to the Fort McKay First Nation Land subject to this Land Code and Individual Agreement;
- (c) a reference in this Land Code to a clause in another Enactment or document that was amended and resulted in clause renumbering;
- (d) a reference in this Land Code to an Enactment that have expired, have been repealed or suspended;
- (e) changes in this Land Code that are required to reconcile inconsistencies with other Enactments;
- (f) minor improvements in the language as may be required to clarify the intention of the Fort McKay First Nation without changing the substance of this Land Code; and
- (g) the correction of editing, grammatical or typographical errors.

Amendments effective date

36.3. Amendments to this Land Code are effective on the date approved by Chief and Council by Resolution.

37. Liability

No Liability prior to Effective Date

37.1. The Fort McKay First Nation is not liable for acts or omissions of Canada or any person or entity authorized or permitted by Canada to act in relation to Fort McKay First Nation Land that occurred before this Land Code came into effect.

Liability Coverage

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

Extent of coverage

37.3. The extent of the insurance coverage shall be determined by Chief and Council.

38. Offences

Application of the Criminal Code

38.1. Unless some other procedure is provided for by a Fort McKay First Nation Land Law, the summary conviction procedures of part XXVII of the *Criminal Code*, as

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amended from time to time, apply to offences under this Land Code or under a Fort McKay First Nation Land Law.

Fines & Imprisonment

38.2. Unless some other procedure is provided for by a Fort McKay First Nation Land Law, any Person who commits an offence under this Land Code or a Fort McKay First Nation Land Law is liable to a fine not to exceed \$5,000 and to a term of imprisonment not to exceed six (6) months or to both fine and imprisonment, provided however, that offences related to Fort McKay First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

39. Commencement

Preconditions

39.1. This Land Code shall take effect if the Membership approves this Land Code and the Individual Agreement with Canada, and this Land Code has been certified by the Verifier in accordance with the *Framework Agreement*.

Commencement date

39.2. This Land Code shall take effect on the first day of the month following the execution of the Individual Agreement by Chief and Council and Canada and certification of the Land Code in accordance with section 11.2 of the *Framework Agreement*.

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APPENDIX "A"

ANNEX "G" - INDIVIDUAL AGREEMENT BETWEEN FORT MCKAY FIRST NATION AND CANADA

DESCRIPTION OF FORT MCKAY FIRST NATION LAND

The following Land Descriptions, prepared by Danica Pratt, CLS, and Noelle Machon, CLS, of the Surveyor General of Canada Lands, are available for review at the Fort McKay First Nation Administration Office located at Fort McKay, Alberta.

- Fort McKay Indian Reserve No. 174 (06718) – Canada Lands Survey Record FB43859
- Namur River Indian Reserve No. 174A (06719) – Canada Lands Survey Record FB43866
- Namur Lake Indian Reserve No. 174B (06720) – Canada Lands Survey Record FB43865
- Fort McKay Indian Reserve No. 174C (09678) – Canada Lands Survey Record FB43864
- Fort McKay Indian Reserve No. 174D (09779) – Canada Lands Survey Record FB43863

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APPENDIX "B"

GLOSSARY

The words and terms included in this glossary are part of the Fort McKay First Nation Land Code preamble with the following formatting features:

- The Dene and Cree words or terms are separated by a forward slash symbol.
- The Dene word or term is used before the Cree word or term.

Dene Language:

Ní (<i>knee</i>)	Land
Des cha (<i>dez chai</i>)	Community; name for members of Fort McKay First Nation
Nu Ne'nea (<i>new-eh neh neh</i>)	Our Land; our territory
ts'e?ël t'oneye des helle (<i>Zeh-ul Clo-ne-ye dez helee</i>)	(As long as) the sun shines, the grass grows and the rivers flow
tsąba nályé (<i>Chumba nah-lee-yeh e-get-dee</i>)	Treaty 8
ts'ékui k'áldhër (<i>check-we kahl-der</i>)	Queen (Her Majesty the Queen)
Hunt too ?erehttis thela (<i>hunt too ere-cl-is hala</i>)	Land Law

Cree Language:

Askiy (<i>us-key</i>)	Land (Earth)
meehko seepee eyinowak (<i>me-ko see-pee e-no-wak</i>)	Community; name for members of Fort McKay First Nation
Kitaskeenaw (<i>Gee-dusk-ee-naw</i>)	Our Land; our territory

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<p>isko pisim kisas tek isko sa kis ka kihk Isko seepeeya e-pimcowâkihk</p> <p><i>(Is-ko pee-sim ki-see-sas-teek is-ko sa-kiss-ka-kihk Is-ko seep-ee-ya i-bim-joo-wa-keh)</i></p>	<p>(As long as) the sun shines, the grass grows and the rivers flow</p>
<p>Tipamawakanahk kîwitinohk isi <i>(Tip-wa-ma-ka-nak kee-we-tin-ohk isih)</i></p>	<p>Treaty 8</p>
<p>Okimaskwew <i>(o-ki-mah-skwew)</i></p>	<p>Queen (Her Majesty the Queen)</p>
<p>Askee weeyasowewin <i>(Us-key we-ya-so-we-win)</i></p>	<p>Land Law</p>