

TREATY ONE JOINT RESERVE LAND CODE

For Sandy Bay Ojibway First Nation

November 28, 2022

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**TREATY ONE JOINT RESERVE LAND CODE OF
SANDY BAY OJIBWAY FIRST NATION**

Preamble

WHEREAS the Treaty One First Nations are stewards of the Treaty One Territory and Joint Reserve Land and are collectively responsible for carrying out this duty with great sincerity, respect, and acknowledges the effort required to maintain the relationship established with the lands since time immemorial;

AND WHEREAS the Treaty One First Nations are signatories to Treaty One of 1871 with His Majesty the King in Right of Great Britain (“Canada”) in which Canada has been entrusted with holding title to the Joint Reserve lands for the benefit, use and occupation of the Treaty One First Nations collectively;

AND WHEREAS this *Joint Reserve Land Code* only applies to the Naawi-Oodena Joint Reserve lands and to any other land that may be set apart as Treaty One Joint Reserve Land made subject to this *Joint Reserve Land Code* for the benefit, use and occupation of the Treaty One First Nations collectively;

AND WHEREAS Council has delegated its land management and law-making authority with respect to the Joint Reserve land, to the Governing Council as herein defined all in accordance with the *Framework Agreement* and the Governance and Management Agreement;

AND WHEREAS the Treaty One Nation will establish its own land management system with respect to its Lands and Natural Resources situated on Joint Reserve lands that are for the benefit use and occupation of the Treaty One First Nations;

AND WHEREAS the Sandy Bay Ojibway First Nation and Canada signed an Adhesion to the Framework Agreement on First Nation Land Management on July 20, 2021 on a government to government basis, with the full and outright acknowledgement by all parties that this *Joint Reserve Land Code* will not in any way infringe on the rights and obligation as promised in Treaty One 1871 nor is it intended to define or prejudice inherent rights, or any other rights, of Sandy Bay Ojibway First Nation to control Sandy Bay Ojibway First Nation’s other lands or resources or to preclude other negotiations in respect of those rights;

NOW THEREFORE, THIS *JOINT RESERVE LAND CODE* is the law that governs the management of Treaty One Nation Joint Reserve lands and Natural Resources and with the advice of the citizens of Sandy Bay Ojibway First Nation is hereby enacted as follows:

PART 1 PRELIMINARY MATTERS

1. Definitions

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

1.2 The following definitions apply in this *Joint Reserve Land Code*:

“Administrative Order” means a decision made by an officer of the Treaty One Nations or a special operating agency which such authority has been delegated by the Governing Council and in accordance with this *Joint Reserve Land Code* or a Land Law;

“By-law” means a local law or regulation that has been passed through established authority having a binding effect on individuals within a specific geographic location and as amended, replaced or substituted from time to time;

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

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

“Community Input” means the methods and procedures the Governing Council may use to consult with or obtain input from Members before making a decision with respect to the matters set out in Section 7 herein;

“Constitution” means a body of fundamental principles or established practices according to which Treaty One Nations as defined herein acknowledge to be governed by for stable, effective, accountable and transparent governance of jointly held reserve lands.

“Council” means the Chief and Council elected as the governing body of Sandy Bay Ojibway First Nation or any successor elected government of the Sandy Bay Ojibway First Nation;

“Council Resolution” means a resolution duly made and passed by a Sandy Bay Ojibway First Nation Chief and Council;

“CSA” means the Kapyong Barracks Lands Comprehensive Settlement Agreement between His Majesty the King in Right of Canada and the seven (7) Treaty One First Nations, dated August 30, 2019;

“Eligible Voter” means, for the purpose of voting in respect of the Treaty One Lands under this *Joint Reserve Land Code*, a Member of Sandy Bay Ojibway First Nation who is registered on the Membership List of Sandy Bay Ojibway First Nation and is a Member that has attained the full age of eighteen (18) years of age or older on or before the day of the vote;

“Extended Family” means, in respect of a person, the person’s grandparent, uncle, aunt, first degree cousin, grandchild, and/or any other relation or relationship that the 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* or any successor land register that may be established to replace the First Nation Lands Register;

“Framework Agreement” means the *Framework Agreement on First Nation Land Management*, entered into between Canada and the signatory First Nations on February 12, 1996, as amended from time to time;

“Governance and Management Agreement” means the agreement dated September 22, 2022 between the seven (7) Treaty One Signatory Nations that sets out a uniform set of rules and procedures for the management of the Joint Reserve Lands;

“Governing Council” means the principal governing body of the Joint Reserve Lands as is constituted in accordance with Treaty One Constitution, and Section 2 of the Governance and Management Agreement;

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

“Individual Agreement” means the Individual Agreement providing for the specifics of the transfer of administration and management of the joint reserve land from Canada to each Signatory Nation so that the joint reserve land is jointly managed under uniform rules and procedures set out in the *Joint Reserve Land Code* and in the Governance and Management Agreement;

“Interest” means a certificate of entitlement, lease, easement, right of way, a section 28(2) permit under the *Indian Act* or similar right or estate in respect of Joint Reserve Land, but does not include:

- a) First Nation title to the Land, including Aboriginal Title;
- b) mortgages; and
- c) a Licence.

“Joint Reserve” means any portion of the Lands described in Section 4 and as described in Schedule “G” of the Individual Agreement, that have been set apart as joint reserve land for the collective benefit, use and occupation of the Treaty One Signatory Nations and includes all of the Natural Resources of this Land to the extent that the Natural Resources are under the control of Canada;

“Joint Reserve Land Code” means this Treaty One Joint Reserve Land Code of Sandy Bay Ojibway First Nation;

“Knowledge Keepers” means the Council of Knowledge Keepers who may provide advice and counsel to the Governing Council on interpretation and enforcement of land laws adopted by the Governing Council and on the management and development of Joint Reserve Land;

“Land” or **“Lands”** or **“Treaty One Lands”** means the Joint Reserve Lands that are set apart as joint reserve land for the Treaty One Signatory Nations and subject to this *Joint Reserve Land Code*, and more particularly described in **Appendix “A”**. This includes all the Interests and rights, as well as the Natural 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 including mines and minerals in and of that Land;
- (b) all the Interests and Licences granted by Canada listed in the Individual Agreement of the Sandy Bay Ojibway First Nation; and
- (c) all the Interests and Licences granted by the Governing Council after this *Joint Reserve Land Code* comes into effect.

“Land Law” mean this *Joint Reserve Land Code*, and any other Treaty One laws enacted by the Governing Council and those laws as may be amended from time to time;

“Lands Technical Advisory Council” means the Lands Technical Advisory Council established under Section 23 of this *Joint Reserve Land Code*;

“Land Use Plan” means the plan developed by Treaty One First Nations setting out the intended uses of the Treaty One Lands;

“Lease” means a written contract that sets out the specified time period and conditions of a right to use and possession of Treaty One Joint Reserve Lands;

“Licence” means any right of use or occupation of Lands and does not include instruments such as business licences or building permits;

“Member” means a member of the Sandy Bay Ojibway First Nation who is registered on or is entitled to appear on the Membership List of the Sandy Bay Ojibway First Nation;

“Mines and Minerals” includes all mines and minerals (precious and base), including sand and gravel, oil and gas and the royalties derived therefrom;

“Sandy Bay Ojibway Land Registry” means the land registry that may be established and managed by the Sandy Bay Ojibway First Nation;

“MDSA” means **The Gaawijjigemangit Agreement**, the municipal development and services agreement between the seven (7) Treaty One First Nations and the City of Winnipeg dated July 20, 2022;

“Natural Resources” means renewable and non-renewable natural resources such as: timber, minerals, stone, sand, gravel, clay, soil, and similar substances;

“Panel” means the Dispute Resolution Panel established in accordance with Section 42 of this *Joint Reserve Land Code*;

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

“Public Road” means a main road or thoroughfare, such as a street, boulevard, or parkway, available to the public for use for travel or transportation;

“Ratification Vote” means a vote of Eligible Voters as set out in the Sandy Bay Ojibway First Nation Community Ratification Process which was used to ratify this *Joint Reserve Land Code*;

“Signatory Nation” means each Treaty One First Nation that belongs to Treaty Number 1 which includes Brokenhead Ojibway Nation, Long Plain First Nation, Peguis First Nation, Roseau River Anishinabe First Nation, Sagkeeng First Nation, Sandy Bay Ojibway First Nation, and Swan Lake First Nation (collectively known as the Signatory Nations);

“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;

“Sub-lease” means a lease by a tenant or lessee of part or all of leased premises to another person, but with the original tenant retaining some right or interest under the original lease;

“Treaty One Nations” means the collective Treaty One First Nations that entered into and belongs to Treaty Number 1 which includes Brokenhead Ojibway Nation, Long Plain First Nation, Peguis First Nation, Roseau River Anishinabe First Nation, Sagkeeng First Nation, Sandy Bay Ojibway First Nation, and Swan Lake First Nation.

“Treaty One Nations Inc.” means the entity mandated and empowered by the Treaty One Nations to govern, manage, and administer Treaty One Nations lands, resources, and revenues derived from those lands and resources.

“Treaty One Land Registry” means the land register respecting the Joint Reserve Lands that is managed by the Treaty One Nations Inc. Lands Department;

2. Interpretation

2.1 In this *Joint Reserve Land Code*:

- (a) the *Joint Reserve Land Code* shall be interpreted in a fair, large and liberal manner;
- (b) the word “shall” signifies an obligation that, unless this *Joint Reserve Land Code* provides to the contrary, must be carried out as soon as practicable after this *Joint Reserve 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 *Joint Reserve Land Code* for convenience of reference only, and are not interpretive aids;
- (e) unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;
- (f) unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;
- (g) all references to a time period of days means consecutive days and not business days;
- (h) where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or an Indigenous, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;
- (i) where the time limited for the doing of an act in the Treaty One Nations Inc. administration building falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (j) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and
- (k) the principles set out in the Preamble to this *Joint Reserve Land Code* may be used to interpret this *Joint Reserve Land Code*.

Paramountcy

- 2.2 If there is an event of inconsistency or conflict between this *Joint Reserve Land Code* and any Land Law, By-Law, Land Resolution, or Administrative Order, this *Joint Reserve Land Code* prevails to the extent of the inconsistency or conflict. Laws of Canada and Manitoba shall continue to apply to the Treaty One Joint

Reserve Lands unless replaced by a Treaty One Law. Where there is a conflict between a Treaty One Law and the laws of Canada or Manitoba the Treaty One Law shall prevail subject to contrary paramountcy rules established by agreement or set out in the *Framework Agreement*.

Non-abrogation

- 2.3 This *Joint Reserve Land Code* does not change any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Sandy Bay Ojibway First Nation or its Members.

Fiduciary Relationship

- 2.4 This *Joint Reserve Land Code* does not change the fiduciary relationship between Canada and the Sandy Bay Ojibway First Nation and its Members.
- 2.5 The Treaty One First Nations see the fiduciary relationship as an ongoing relationship that is enshrined in Treaty One and applies to activities within the Treaty One Territory and within the Treaty One Land. The Supreme Court of Canada has ruled that while the Crown's fiduciary obligations apply to reserve lands, the fiduciary obligation also includes the Crown's decision making and legislative authority over lands and resources subject to Aboriginal rights and Treaty rights that pertain now or in the future to the Treaty One Lands or its members. This *Joint Reserve Land Code* shall not be construed as to abrogate or derogate from any duty owed to the Treaty One First Nations with respect to the Crown's duty to consult and accommodate the Treaty One First Nations.

Eligible Joint Reserve Lands

- 2.6 Only Land that is a joint reserve of all Treaty One Signatory Nations is subject to be governed under this *Joint Reserve Land Code* and the Governance and Management Agreement.

3. Purpose of the Joint Reserve Land Code

Purpose

- 3.1 The purpose of this *Joint Reserve Land Code* is to set out the principles, and rules that govern all aspects of management and law-making respecting Joint Reserve Land in accordance with the *Framework Agreement*.

Not Fee Simple Lands

- 3.2 Administration and management of the Treaty One Joint Reserve Lands described in Section 4 will not create fee simple title to such Treaty One Joint Reserve Lands.

4. Description of Treaty One Joint Reserve Lands

Treaty One Joint Reserve Lands

- 4.1 The Lands that are subject to this Treaty One *Joint Reserve Land Code* are those lands more fully described in Appendix "A".

Addition of Joint Reserve Land

- 4.2 The Governing Council may by Special Governing Council Resolution without any vote, or community input meeting, update Appendix "A" to include as Lands subject to this *Joint Reserve Land Code*, lands that are added as joint reserve or acquired through land exchanges.

PART 2 TREATY ONE GOVERNANCE AND MANAGEMENT

5. Management of Lands and Law-Making Powers

Governance and Management of Lands

- 5.1 The governance and management of Treaty One Lands involves the development of laws and policies for the governance, protection, use, finance, administration, enforcement, and resolution of disputes related to Lands and Natural Resources. The legal and administrative frameworks for the management and development of Treaty One Lands will be developed in a

manner that is consistent with this *Joint Reserve Land Code*, the MDSA, and the Governance and Management Agreement.

Governance and Management Authority

5.2 The Governing Council, along with the Councils of all the Treaty One Signatory Nations, has duly executed the Governance and Management Agreement which declares that exclusive executive governing and supervisory authority of and over the Treaty One Nations in respect of the Treaty One Lands is hereby vested in the Governing Council and empowers the Governing Council, with the support and advice of the Knowledge Keepers Council and the Lands Technical Advisory Council, to govern, administer, manage and supervise the interests of the Treaty One Joint Reserve Lands.

Governing Council May Make Laws

5.3 In accordance with the delegation of authority by the Council to the Governing Council herein, and the law-making powers set out in the *Framework Agreement*, the Governing Council may make Land Laws, including, but not limited to:

- a) management use and possession of Joint Reserve Lands, environment, and Natural Resources;
- b) establishing charges and fees, including development cost charges, or similar charges or fees related to the development of Lands; and
- c) establishing offences punishable on summary conviction and other enforcement measures.

Governing Council Resolutions and Decision Making

5.4 Unless delegated by the Governing Council in writing or as otherwise expressly required by this *Joint Reserve Land Code* or the Governance and Management Agreement, all decision-making responsibility in respect of the Treaty One Lands remains under the authority of the Governing Council.

Decisions of the Governing Council must be approved, by either:

- (1) an Ordinary Governing Council Resolution which means a resolution:
 - (i) passed by the affirmative vote of a majority of the voting Governing Council members present or participating at a meeting of Governing Council duly called; or

- (ii) by an instrument signed by all the Signatory Nations that make up the Governing Council; or
 - (iii) a quorum for a meeting of the Governing Council shall be a minimum of 4 Governing Council members either present in person or participating by conference telephone or other electronic means.
- (2) a Special Governing Council Resolution, where expressly stated and required, means a resolution that is:
- (i) passed by an affirmative vote of not less than five of seven (5 of the 7) Signatory Nations that make up the Governing Council (or their Proxy Councillor) who vote on the resolution in person or by proxy at a duly convened meeting of the Governing Council; or
 - (ii) a written resolution in one or more counterparts consented to in writing by all of the Governing Council members (or their Proxy Councillor) that make up the Governing Council who are otherwise entitled to vote; and
 - (iii) that all 7 Governing Council members (or their Proxy Councillor representative), must be in attendance either in person, by telephone or other electronic means of communication including virtual participation methods, for any issue to be discussed that requires a decision of 5 of 7 Governing Council members (or their Proxy Councillor).
- (3) Unanimous Consent where expressly stated and required, means prior written unanimous consent of all 7 Governing Council members.

6. Governing Council Law-Making Procedure

Initiating Land Laws

- 6.1 Land Laws may be initiated by a proposal to the Governing Council by any member of the Governing Council, by a Sandy Bay Ojibway First Nation Council Resolution, by the Lands Technical Advisory Council, or by Treaty One Nations Inc. employee.

- 6.2 Any Member of Sandy Bay Ojibway First Nation as defined in this *Joint Reserve Land Code* may bring forth a proposal to their respective Council to initiate through the Law-Making Procedure pursuant to this *Joint Reserve Land Code*.
- 6.3 The law-making procedure under this *Joint Reserve Land Code* applies whenever a new Land Law is proposed, or an existing Land Law is to be repealed or amended.
- 6.4 The law-making procedure under this *Joint Reserve Land Code* does not apply to regulations if a Land Law sets out a different procedure for making those regulations.

Governing Council Review of Proposal

- 6.5 All Land Laws must be initiated by a proposal to develop a Land Law. Upon receipt of a proposal to develop a Land Law, the Governing Council shall consider the proposal within thirty (30) days and shall by Special Governing Council Resolution do one of the following:
- (a) table the proposal to develop a Land Law for further review;
 - (b) request further work to be completed on the proposal to develop a Land Law and have the proposal re-tabled with the Governing Council within 10 days of the proposal review of the Governing Council;
 - (c) accept the proposal to develop a Land Law and direct that the Land Law be drafted by the Treaty One Nations Inc. for consideration by the Governing Council within sixty (60) days; or
 - (d) reject the proposal to develop the Land Law. The proposer may submit a written request for a written response outlining the reasons the proposal to develop the Land Law was rejected, to be issued by the Governing Council within fourteen (14) days of the request.

Governing Council First Review of Proposed Law

- 6.6 Upon the acceptance of a proposal to develop a Land Law by the Governing Council, the Governing Council shall complete the first review of the draft Land Law within 60 days from the time the proposal received approval. Upon review, the Governing Council shall:

- (a) provide the draft to the Lands Technical Advisory Council for technical review, advice, and recommendations; or
- (b) take any other steps to give notice of the proposed Land Law that the Governing Council may consider appropriate.

Lands Technical Advisory Council Review

- 6.7 The Governing Council shall refer a draft Land Law to the Lands Technical Advisory Council for review and comment within fourteen (14) days after the first review made by the Governing Council.

Review by Signatory Nation Councils

- 6.8 The Governing Council shall present the draft Land Law to the Signatory Nation Councils, a minimum of thirty-five (35) days in advance of the next Governing Council Review.

Committee Report

- 6.9 The Lands Technical Advisory Council or another special committee shall deliberate and report back to the Governing Council within twenty (20) days of receiving the draft Land Law with their comments and advice.

Approval of Land Law

- 6.10 The Governing Council will conduct a final review of the draft Land Law at a duly convened meeting of the Governing Council in order to decide by Special Governing Council Resolution whether to accept, modify, or reject the draft Land Law.
- 6.11 Subject to this *Joint Reserve Land Code*, a Land Law is approved by a Special Governing Council Resolution if five (5) of seven (7) Members of the Governing Council at a duly convened meeting of the Governing Council, approve the Land Law.

Effective Date of Law

- 6.12 If approved by Special Governing Council Resolution, a Land Law shall come into effect within thirty (30) days of the date of the Special Governing Council Resolution unless the Land Law sets out a specific date on which the Land Law will come into effect.

Urgent Matters

- 6.13 The Special Governing Council may enact a Land Law without the preliminary law-making procedures ordinarily required above, if the Governing Council decides that the Land Law is needed urgently for reasons of public health and safety or to protect Treaty One Lands or the Treaty One Signatory Nations and their Members.
- 6.14 If the Governing Council is of the opinion that an emergency Land Law should be amended or renewed to continue to protect public health, safety, Lands or Signatory Nations and their Members, the Governing Council may amend or renew that emergency Land Law without completing the other law-making procedures ordinarily required under this *Joint Reserve Land Code*.
- 6.15 Any emergency Land Law will expire one hundred and twenty (120) calendar days after enactment, unless the Governing Council remains of the view that the matter is urgent and renews that emergency Land Law for a further one hundred and twenty (120) calendar day period.
- 6.16 Any emergency Land Law, including amendments and renewals must be published in the same manner as other Land Laws enacted under this *Joint Reserve Land Code*.

Certification of Land Laws

- 6.17 The original copy of any approved Land Law or resolution concerning Treaty One First Nations Joint Reserve Land shall be signed by a quorum of 5 of 7 of the Governing Council and filed with the Treaty One Lands Registry, Sandy Bay Ojibway First Nation Lands Registries, and the First Nations Lands Register.

Public Access to Laws

- 6.18 Copies of final approved Land Laws and amendments to Land Laws shall be posted on the Treaty One Nations Inc. website and on the Sandy Bay Ojibway First Nation website and shall be provided to Sandy Bay Ojibway First Nation Members or other people upon request.

PART 3

COMMUNITY INPUT AND RATIFICATION VOTES

7. Community Input and Information Meeting

7.1 Prior to any Governing Council decision on the matters outlined in Section 7.1, each Lands Technical Advisory Council lands manager shall carry out a community information meeting for their specific Signatory First Nation, for the purposes of informing Members and/or seeking Community Input on the following matters respecting the Joint Reserve Land:

- (a) expropriation of land;
- (b) voluntary exchange of land;
- (c) any other matter where a Governing Council Resolution or Land Law requires Community Input.

For greater certainty, a community vote or approval is not required at a Community Input Meeting.

7.2 For the purposes of a meeting to inform Members and/or seek Community Input, each Lands Technical Advisory Council lands manager must maintain an up-to-date list of Members and Eligible Voters, including their addresses or other contact information.

7.3 Each Lands Technical Advisory Council lands manager must provide Members notice of a Community Input meeting, by:

- (a) posting the notice of the Community Input meeting on various media deemed appropriate such as on the Sandy Bay Ojibway First Nation's website, on the First Nation's Facebook page;
- (b) posting the notice in the Sandy Bay Ojibway First Nation administration office;
- (c) contacting the Member or Eligible Voter by mail, or alternatively contacting them by email if authorized to do so.

7.4 Community Input Meetings may take place in a facility, over local radio, Facebook live, YouTube live, or Zoom or other acceptable virtual meeting platform.

7.5 Comments received at the Community Input Meeting will be summarized into a report for the Governing Council's review and consideration. Such report must

be provided to the Governing Council within five (5) days of the Community Input Meeting.

Approval By Ratification Vote

- 7.6 Any Ratification Vote required under this *Joint Reserve Land Code* shall be conducted in the same manner as the Sandy Bay Ojibway First Nation Community Ratification Process, which was used to ratify this *Joint Reserve Land Code*.
- 7.7 This *Joint Reserve Land Code* and the Individual Agreement will be considered approved by the Sandy Bay Ojibway First Nation if a majority of participating Eligible Voters vote to approve them.

Exceptions

- 7.8 A Ratification Vote or a Community Input Meeting is not required for:
- (a) an amendment to the description of Land in Appendix “A” of this *Joint Reserve Land Code*;
 - (b) revisions to this *Joint Reserve Land Code* made pursuant to Section 30; and
 - (c) an amendment to, or renewal of, the Individual Agreement.

PART 4

PROTECTION OF JOINT RESERVE LAND INTERESTS

8. Expropriation

- 8.1 The Governing Council may expropriate an Interest or Licence in any Joint Reserve Land if deemed by the Governing Council to be necessary for collective benefit of any works or other joint reserve purposes if:
- (a) an expropriation Land Law has been enacted in accordance with this *Joint Reserve Land Code* following approval by way of a Special Governing Council Resolution on the proposed expropriation Land Law;

- (b) Governing Council with the assistance of the LTAC lands manager of Sandy Bay Ojibway First Nation held a Community Input Meeting; and
- (c) all requirements regarding expropriation under the *Framework Agreement* and the expropriation Land Law have been met.

8.2 No expropriation of an Interest or Licence in Joint Reserve Land by the Governing Council takes effect earlier than either of the following days:

- (a) the date the notice of expropriation is registered in the First Nation Land Register, the Treaty One Nation Land Registry and Sandy Bay Ojibway First Nation Land Registry;
- (b) the thirtieth (30th) day after the day the last copy of the notice is served.

9. Voluntary Exchange of Land

Conditions for a Land Exchange

9.1 Joint Reserve Land may only be exchanged for new land which will be subject to this *Joint Reserve Land Code* as Land in Appendix "A".

Land to be Received

9.2 Any exchange of Joint Reserve Land is subject to the following requirements:

- (a) the area of the new land and its value must be greater than the land which will cease to be Treaty One Land;
- (b) a Special Governing Council Resolution passed in favour of the land exchange; and
- (c) prior to approval by Special Council Resolution, the Sandy Bay Ojibway First Nation Members must be informed at a Community Input Meeting of the total compensation, including monetary or other compensation, as well as the area, value, and environmental condition of the new land.

Negotiators

- 9.3 The person(s) who will have authority to negotiate a land exchange agreement on behalf of the Treaty One Signatory Nations shall be designated by Ordinary Governing Council Resolution.

Additional Land

- 9.4 Subject to this *Joint Reserve Land Code* and the Governance and Management Agreement, the Governing Council 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 reserve land. Such other parcels of land may be held by the Treaty One Nations in fee simple or some other manner. Any land held in fee simple will not be subject to this *Joint Reserve Land Code*.

PART 5

ACCOUNTABILITY TO THE SIGNATORY NATIONS

10. Administrative and Management Structure

- 10.1 In accordance with the delegation of land administration and management authority by Council to the Governing Council in respect of the Joint Reserve Land, the Governing Council has established the Treaty One Nations Inc. to:
- (a) implement all financial policies and procedures;
 - (b) oversee the day-to-day operational responsibilities for managing moneys related to Joint Reserve Lands and Natural Resources;
 - (c) ensure the accuracy of the accounting records;
 - (d) reconcile, review and approve bank statements;
 - (e) present the annual budgets to the Signatory Nations;
 - (f) present annually an audit of the financial statements to the Signatory Nations; and
 - (g) prepare the annual report to the Signatory Nations.

11. Financial Management

Financial Policies

11.1 The Governing Council shall develop, adapt, or adopt financial management laws or policies, including:

- (a) the fees and rent for Interests and Licences on Joint Reserve Land;
- (b) the fees for services provided in relation to any Joint Reserve Land;
- (c) the fees and royalties to be paid for the taking of Natural Resources from Joint Reserve Land;
- (d) regulating the receipt, management and expenditure of moneys, including transfer payments, all applicable operational FNLMA funding as amended from time to time, all capital and revenue moneys received from Canada respecting the Joint Reserve Land, all Land revenue, and moneys received from a grant or disposition of any Interest or Licence in relation to Joint Reserve Lands and Natural Resources;
- (e) managing financial records and accounts;
- (f) preparing financial statements and audits;
- (g) preparing and implementing budgets and annual presentation of budgets;
- (h) determining the general investment strategy;
- (i) contract notes, loans and other indebtedness;
- (j) establishing fees, fines, charges and levies; and
- (k) establishing and maintaining a recordkeeping system that ensures confidentiality, security of records and document retention.

12. Access to Annual Reports and Other Information

Publish Annual Report

12.1 The Governing Council shall publish in a location that is publicly accessible by the Members an annual report on land matters that shall include:

- (a) an annual review of Joint Reserve Lands and Natural Resources management;
- (b) annual budget;
- (c) a copy and explanation of the audit as it applies to Joint Reserve Lands and Natural Resources; and
- (d) any other information as determined by the Governing Council or Lands Technical Advisory Council.

Access to Information

12.2 In addition to any other requirements under this *Joint Reserve Land Code*, the Governing Council may determine whether to publish online or make available by other means, current versions of Treaty One Land Laws or other information. Members shall have access to this information free of charge, but non-Members may be required to pay a reasonable charge for costs of administration. The Governing Council shall ensure that laws are in place respecting access to information and protection of privacy in relation to Joint Reserve Land.

13. Conflict of Interest or Appearance of Conflict of Interest

Application of Rules

13.1 The conflict of interest rules in this *Joint Reserve Land Code* apply to the following persons:

- (a) each member of the Governing Council who is dealing with any matter before the Governing Council that is related to Joint Reserve Land;
- (b) each Chief and each Councillor of a Signatory Nation;
- (c) each member of the Dispute Resolution Panel; and

- (d) each person who is a member of a board, committee or other delegated body dealing with any matter that is related to Treaty One Joint Reserve Lands.

Duty to Report and Abstain

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

Apparent Conflict of Interest

- 13.3 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 their private interest or the private interest of an Immediate Relative.

Inability to Act

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

Meeting of Councils

- 13.5 If the Governing Council is unable to vote on a matter due to a conflict of interest, the Governing Council may refer a matter, a proposed Land Law or resolution to a meeting of the Signatory Nations Councils.

Specific Conflict Situations

- 13.6 No Immediate Relatives and not more than two (2) members from the same Extended Family shall be concurrent members of an appointed board, committee or other body dealing with any matter that is related to Joint Reserve Lands. The Governing Council or Council is exempt from this rule.

Disputes

- 13.7 The Governing Council has the jurisdiction to hear and decide on any matter concerning a conflict of interest.

Other Laws

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

PART 6 LAND AND RESOURCES ADMINISTRATION

14. Delegation of Authority

Administrative Functions

- 14.1 The Governing Council shall delegate administrative and management authority for lands and Natural Resources and any other duty of responsibility of the Governing Council under this *Joint Reserve Land Code* or a Land Law to the Treaty One Nations Inc., the Lands Technical Advisory Council, or a special operating agency except the duty to make Land Laws or establish any fee, levy, rent, or royalty payable.

15. Lands Technical Advisory Council

Establishment of the Lands Technical Advisory Council

- 15.1 The Governing Council hereby establishes the Lands Technical Advisory Council for the following purposes:
- (a) assist the Governing Council with the development of the Treaty One Land administration system;

- (b) advise the Governing Council and its staff on matters respecting Treaty One Lands and Natural Resources;
- (c) review of proposals for development of a Land Law, and review of draft Land Laws;
- (d) recommend Land Laws, resolutions, policies and practices respecting Land to the Governing Council;
- (e) hold meetings on Land issues, and to make recommendations on the resolution of those issues to the Governing Council;
- (f) oversee Community Input Meetings of Members and Ratification Votes; and
- (g) any other ancillary duties as assigned by Governing Council Resolution.

Composition and Qualifications

15.2 The Lands Technical Advisory Council shall be comprised of fourteen (14) members comprised of one Councillor and one Lands Manager, Director, technician or any other delegated employee or representative by way of Council Resolution of each Signatory Nation. Those persons appointed to the Lands Technical Advisory Council shall have knowledge and experience related to Treaty One Lands, Natural Resources, and administration, as well as lands management systems including regulatory systems, governance, and financial management.

Eligibility

- 15.3 Each Signatory Nation shall appoint a Lands Manager and one Councillor, by way of Council Resolution, to the Lands Technical Advisory Council, except for the following persons:
- a) any person convicted of an indictable offence in the past eight (8) years;
 - b) any person declared to be mentally incompetent by a court of competent jurisdiction in Canada or elsewhere.

Internal Procedures

- 15.4 The Lands Technical Advisory Council may establish rules for the procedure at its internal meetings and generally for the conduct of its affairs, not inconsistent with those established by the Governing Council.

16. Land Management Authority and Limitations

Authority to Make Land Dispositions

- 16.1 Subject to Sections 6, 7, 8, and 9, and any Treaty One Land Law, the Governing Council or any person or entity to whom the Governing Council has delegated responsibility to, may grant, with or without conditions, Interests in, Licenses, or permits to use or mortgages in relation to Joint Reserve Lands, and such grants may include or exclude the use of Natural Resources.

Land Resolutions Required for Dispositions

- 16.2 No Interest in, Licence or Permit to use, or Mortgage of the Treaty One Lands shall be created, granted, disposed of, assigned or transferred except by Governing Council Resolution, Administrative Order or where required, until a Community Input Meeting has occurred, in accordance with this *Joint Reserve Land Code* and any Treaty One Land Laws.

Treaty One Land Registry

- 16.3 The Governing Council, under the Treaty One Nations Inc., may establish and maintain a Treaty One Land Registry in accordance with Treaty One Land Laws, which laws shall include without limitation the form and content of the register, the process for, and effect of, registering documents in the registry, including payment of fees for registration, and the appointment, powers, duties and functions of officers or employees who will administer the Treaty One Land Registry.

Duplicate Register

- 16.4 Council may establish a Sandy Bay Ojibway First Nation Land Registry in accordance with a uniform Land Law which shall include without limitation the form and content of the register, the process for, and effect of, registering documents in the registry, including priorities, payment of fees for registration, and the appointment, powers, duties and functions of officers or employees who will administer the Sandy Bay Ojibway First Nation Land Registry.

PART 7 ADMINISTRATION OF INTERESTS IN JOINT RESERVE LANDS

17. Limits on Interests and Licences

All Dispositions in Writing

- 17.1 Any interest in or licence to use Joint Reserve Land may only be created or granted, disposed of, assigned, or transferred by way of a written document in accordance with this *Joint Reserve Land Code* and the Governance and Management Agreement.
- 17.2 An Interest or Licence granted after this *Joint Reserve Land Code* comes into force, is void, unless, it is registered in the First Nations Land Register, and where established, in the Treaty One Land Registry and Sandy Bay Ojibway First Nation Land Registry.

18. Existing Interests

Replacing the Role of the Minister

- 18.1 Immediately upon the coming into force of this *Joint Reserve Land Code*, pursuant to the Individual Agreement, Canada transfers to Treaty One Signatory Nations all of the rights and obligations of Canada as grantor in respect of existing Interests and Licences in or in relation to the Joint Reserve Lands.
- 18.2 The Governing Council is not liable for any decrease in value or use of an Interest or Licence arising from any exercise of authority in accordance with this *Joint Reserve Land Code*.

- 18.3 Any interest in or licence in the Joint Reserve Lands that exist before this *Joint Reserve Land Code* takes effect will, subject to this *Joint Reserve Land Code*, continue in force according to their existing terms and conditions.
- 18.4 For greater certainty, once this *Joint Reserve Land Code* comes into force, no Interest, land right, or Licence in relation to the Joint Reserve Land may be acquired or granted except in accordance with this *Joint Reserve Land Code*.
- 18.5 All Land Laws enacted pursuant to this *Joint Reserve Land Code* apply to all Interests or Licences in the Joint Reserve Land.
- 18.6 As soon as practical after this *Joint Reserve Land Code* comes into effect, the Governing Council may, with the advice of the Lands Technical Advisory Council and the Treaty One Nations Lands Department, establish a policy regarding unregistered land holdings to identify those lands and to provide for their governance.

19. Interests and Licences

- 19.1 In accordance with this *Joint Reserve Land Code* and any Laws, the Governing Council may grant:
- (a) Interests and Licences in Treaty One Lands;
 - (b) Licences to take Natural Resources in non-leased or vacant Lands; and,
 - (c) Licences to take Natural Resources in Lands in respect of which a Person has a lease or other Interest or Licence, with the consent of that Person.
- 19.2 A Person who has a land right or Interest in Land may, with the consent of the Treaty One Nations Inc.:
- (a) transfer that Interest to another Person; or
 - (b) grant Interests and Licences in respect of the Lands held by that Person; or
 - (c) enter into a Sub-lease with another Person.

19.3 The authority of a Person to grant or transfer Interests and Licences does not include authority in respect of any Natural Resources, which may only be granted or transferred by the Governing Council.

19.4 The consent of the Governing Council is not required under this *Joint Reserve Land Code* for any transfer or other disposition of all or part of an Interest or Licence under a will, intestacy, Land Law, or pursuant to a court order.

20. Leasing of Joint Reserve Lands

Policies and Procedures for Leasing and Sub-leasing of Land

20.1 Subject to the provisions of this *Joint Reserve Land Code* and the Governance and Management Agreement, the Governing Council may establish Land Laws, policies, and procedures for the leasing and sub-leasing of Joint Reserve Lands.

Lease of Joint Reserve Lands

20.2 The Governing Council may, in accordance with this *Joint Reserve Land Code*, lease Lands for the purposes of commercial and residential development.

21. Limits on Mortgages and Seizures

Certain *Indian Act* Provisions Continue

21.1 In accordance with the *Framework Agreement*, Sections 29, 87 and 89 of the *Indian Act* continue to apply to the Joint Reserve Lands.

21.2 Subject to Sections 21.3 and 21.4, a leasehold interest in Joint Reserve Lands is subject to charge, mortgage, attachment, levy, seizure, or execution.

Time Limit

21.3 The term of any charge or mortgage of a leasehold interest shall not exceed the term of the lease.

Enforcement of Charge or Mortgage

21.4 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, seizure, attachment, distress, foreclosure or any other form of execution or seizure, unless:

- a) there is a proper legal description of the lands that are to be subject to the mortgage, and if required, the lands have been surveyed and the survey is registered in the First Nation Lands Register, Treaty One Land Registry, and Sandy Bay Ojibway First Nation Land Registry;
- b) the granting of the mortgage and the terms of the mortgage are permitted by the lease or licence;
- c) the charge or mortgage was registered in the First Nation Lands Register, Treaty One Land Registry, and Sandy Bay Ojibway First Nation Land Registry.

21.5 Neither the Treaty One Nations Inc., the Treaty One Lands Director nor the Governing Council shall be responsible or liable for ensuring that the lease or licence permits the interest in the Joint Reserve Land to be mortgaged or that the lease or licence is in good standing or its terms have been complied with.

22. Residency and Access Rights

Right of Access and Residence

22.1 The following persons have a right of access to Joint Reserve Lands:

- (a) a residential lessee and their invitees;
- (b) a commercial lessee and their invitees;
- (c) a Person granted a right of access under a permit;
- (d) a Person granted a right of access under the MDSA;
- (e) a Person who is authorized by a government body or any other public body, established by or under an enactment of the Treaty One Signatory Nations, Parliament, or the Province to establish, operate or administer a public service, to construct or operate a public institution or to conduct a technical survey provided that the Person received written authorization from a quorum of five (5) of seven (7) of the Governing Council;
- (f) any other registered interest holder; or

- (g) a Person authorized in writing by a quorum of five (5) of seven (7) of the Governing Council, Administrative Order of the Treaty One Nations Inc., by a Land Law.

Public Access

- 22.2 Any Person may have access to Joint Reserve Lands for any social or business purposes, if:
- (a) the Person does so in accordance with, and subject to any applicable Interest in the Joint Reserve Lands;
 - (b) the Person complies with all applicable laws; and
 - (c) no Governing Council Resolution has been enacted barring that Person.

Use of Public Roads

- 22.3 Any Person may have the right of access to Joint Reserve Public Roads, subject to this *Joint Reserve Land Code*, Land Laws and any applicable Interest in the Joint Reserve Lands.

Non-Issuance of Certificates of Possession

- 22.4 The Governing in Council shall not grant a certificate of possession on Joint Reserve Land.

Trespass

- 22.5 Any Person, who resides on, enters, or remains on Joint Reserve Lands, other than in accordance with a residence or access right under this *Joint Reserve Land Code*, is guilty of an offence.

Civil Remedies

- 22.6 All civil remedies for trespass are preserved.

23. Wills and Estates, Minors and Mental Capacity

Transfer of Interests

23.1 The following Persons are entitled to have their interest registered in the First Nations Lands Register and where established, in the Treaty One Land Registry and Sandy Bay Ojibway First Nation Land Registry:

- (a) a Person who receives an Interest under a will or estate;
- (b) a Person who receives the remainder of a leasehold interest (Term) under a will or estate; and
- (c) a Person who holds an Interest on behalf of a minor or a mentally incompetent person;
- (d) provided in all cases that Interest is acquired in accordance with applicable laws or a court order.

23.2 A Land Law may establish required documents and procedures for the registration or disposition of an Interest arising from wills and estates, including estates of a minor or mentally incompetent person.

24. Family Homes and Matrimonial Interests Land Law

Development of Rules and Procedures

24.1 The Governing Council has the power to develop, adapt, adopt, and enact Land Laws that apply during a conjugal relationship, when that relationship breaks down or on the death of a Spouse, respecting:

- (a) the use, occupancy and possession of family homes on Joint Reserve Lands;
- (b) the division of the value of any Interests held by Spouses in or to structures and lands on Joint Reserve Lands; and
- (c) the period of cohabitation in a conjugal relationship to qualify as a Common-Law Partnership.

Enactment of Rules and Procedures

- 24.2 Any Treaty One Land Laws that enact the rules and procedures contained in family homes and matrimonial interests shall be developed by the Governing Council in consultation with the Members.
- 24.3 Until such time that a Treaty One Nation law is developed to address family and matrimonial interests in the Treaty One Joint Reserve Lands, the *Family Homes on Reserves and Matrimonial Interests or Rights Act* shall apply to the Joint Reserve Lands.

PART 8 DISPUTE RESOLUTION

25. Purpose

- 25.1 Unless a Land Law provides otherwise, the Dispute Resolution process under this *Joint Reserve Land Code* applies to disagreements arising before or after this *Joint Reserve Land Code* came into effect regarding:
- (a) decisions to grant or refuse to grant an Interest or Licence;
 - (b) rights under an Interest or Licence;
 - (c) disagreements over the boundaries of a lease, Interest or Licence;
 - (d) disputes over any other matter under this *Joint Reserve Land Code* that the Governing Council determines to be a dispute.

26. Disputes

- 26.1 The Dispute Resolution process under this *Joint Reserve Land Code* does not apply to:
- (a) administration or distribution of an estate;
 - (b) expropriation under this *Joint Reserve Land Code*;

- (c) enforcement of any charge or mortgage of a leasehold interest in the event of default in the terms of a charge or mortgage of a leasehold interest all in accordance with the provisions in Section 21;
- (d) enforcement, prosecution or convictions under a Land Law.

27. Processes

- 27.1 Where the Dispute Resolution process under this *Joint Reserve Land Code* applies, the parties to the disagreement should attempt to resolve that disagreement through informal discussions or traditional means without the necessity of invoking this Dispute Resolution process.
- 27.2 Disagreements that are not resolved informally will progress, until the disagreement is resolved through the following stages:
- a) discussions with the assistance of an elder from the Council of Knowledge Keepers or other advisor;
 - b) mediation with the Dispute Resolution Panel; and
 - c) where the parties agree, arbitration.
- 27.3 The Governing Council, based on recommendations from the Lands Technical Advisory Council, may establish a list of persons who are recognized as Knowledge Keepers, advisors, mediators and potential arbitrators for the purposes of participating on a Dispute Resolution Panel to oversee the Dispute Resolution process under this *Joint Reserve Land Code*.
- 27.4 Where the Dispute Resolution process under this *Joint Reserve Land Code* applies, nothing prevents any party to a disagreement from commencing arbitration or judicial proceedings at any time:
- a) to prevent the expiration of a limitation period; or
 - b) to obtain an injunction or interim relief that is not available through this Dispute Resolution process; and
 - c) to obtain an interim order pursuant to a matrimonial property law.

- 27.5 Subject to any ruling by an arbitrator, all parties to a dispute must bear their own costs equally between themselves, in any Dispute Resolution process they undertake.
- 27.6 The Governing Council is not liable or responsible for the costs of any Dispute Resolution process under this *Joint Reserve Land Code*, but will bear its own costs if the Governing Council is a party under the Dispute Resolution process.
- 27.7 The Governing Council may establish additional processes or Laws, consistent with this *Joint Reserve Land Code*, for resolving disputes involving Joint Reserve Land.

PART 9 OTHER MATTERS

28. Enforcement

- 28.1 Any person who interferes with, hinders, or obstructs a police officer, employee, or an official appointed under a Land Law, in the performance of their powers, duties, or functions is guilty of an offence punishable upon summary conviction.
- 28.2 An officer, director, employee or agent of an organization or corporation which commits an offence under this *Joint Reserve Land Code* may be convicted of that same offence whether the organization or corporation is convicted of the offence or not.
- 28.3 Any person who commits an offence under this *Joint Reserve Land Code* is liable upon conviction to:
- a) a fine of not more than five thousand dollars (\$5,000);
 - b) imprisonment for a term up to six (6) months;
 - c) both a fine and imprisonment; and
 - d) disqualification from Governing Council, Council and any office or Board established by the Governing Council for a period of no longer than eight (8) years.

29. Liability

Liability Coverage Laws

29.1 The Governing Council may enact laws providing for limits on liability, defences and immunities to any person or entity in respect of any act or omission occurring in the exercise of a power or the performance of a duty under this *Joint Reserve Land Code* or under a Land Law.

Liability Limitations

29.2 The limits on liability, defences and immunities in a Land Law shall be no greater than those that would apply to a person or entity performing a similar duty under the laws of the province of Manitoba.

Extent of Coverage

29.3 The Governing Council shall arrange, maintain, and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Joint Reserve Lands. The insurance coverage is to indemnify them against personal liability arising from the performance of those duties. The Governing Council shall determine the extent of the insurance coverage.

30. Revisions to *Joint Reserve Land Code*

Technical Amendments

30.1 A Ratification Vote is not required for amendments to this *Joint Reserve Land Code* that do not change the substance of this *Joint Reserve Land Code*, including:

- (a) an amendment to the description of Joint Reserve Lands subject to this *Joint Reserve Land Code*;
- (b) changes in this *Joint Reserve Land Code* required to address inconsistencies with other laws or documents;
- (c) minor improvements to bring out clarity of the intention of the Governing Council without changing the substance of this *Joint Reserve Land Code*; and
- (d) corrections, grammatical and typographical errors.

Substantive Amendments or Repeal

- 30.2 All other amendments to, or release and re-enactment of, this *Joint Reserve Land Code* must be approved by a quorum of five (5) of seven (7) members of the Governing Council after obtaining input by all of the Signatory Nations Councils.

31. Commencement

Preconditions

- 31.1 This *Joint Reserve Land Code* will only come into effect if it is approved by a vote of Eligible Voters as set out in the Sandy Bay Ojibway First Nation Community Ratification Process document.

Commencement Date

- 31.2 This Treaty One *Joint Reserve Land Code* shall take effect on the first day of the month following the certification of this *Joint Reserve Land Code* by the Verifier.

Appendix “A”

Lands Subject to the Joint Reserve Land Code

Naawi-Oodena Lands

In the Province of Manitoba and being:

Parcel A:
Lots 23, 24, 25 and 26

Parcel B:
Lots 29, 30, 31, 32, 33 and 34

Parcel C:
Lot 19

Parcel D:
Lots 12, 15 and 16

Parcel E:
Lots 1, 2, 3, 5, 6 and 7

which lots are shown on a Plan of Subdivision in part of River Lots 60, 61, 62 and 63, Parish of St. Boniface, and River Lots 1,2,3 and 4 Parish of St. Charles, registered in the Winnipeg Land Titles Office as Plan Number 70135 and recorded in the Canada Lands Surveys Records as Number 111319;

including all mines and minerals;

said described land containing 40.23 hectares (99.41 acres), more or less.