

CARCROSS/TAGISH FIRST NATION

LAND INTERESTS ACT

**Approved by General Council Resolution
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Signature

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CARCROSS/TAGISH FIRST NATION

LAND INTERESTS ACT

WHEREAS:

- A.** Under the *Constitution of the Carcross/Tagish First Nation* (the “Constitution”), the General Council is comprised of representatives of the traditional Clans of C/TFN, consisting of the Deisheetaan, Daklaweidi, Ishkahittaaan, Ganaxtedi, Yenyedi, and Xooxataan Clans, who have been entrusted by the Dikée Aankáawu (Creator) with the responsibility of looking after and protecting C/TFN Lands for the welfare of future generations;
- B.** The oral history and traditional practices of C/TFN provide the source of the virtues and values that are the foundation for all C/TFN law, and provide guidance for interpreting and grounding C/TFN law in C/TFN virtues and values;
- C.** Through this Act and through other C/TFN Enactments, the General Council exercises the inherent right of self-determination of C/TFN;
- D.** The roots of the citizens of the Carcross/Tagish First Nation are so deeply entrenched in C/TFN traditional territory that C/TFN are part of the lands and waters. C/TFN has governed and exercised stewardship over C/TFN Lands, including waters and resources, since the beginning of time;
- E.** Under the Final Agreement, C/TFN owns and has jurisdiction over Settlement Land;
- F.** Under the Constitution, the General Council has the jurisdiction to enact laws in relation to C/TFN Lands and in accordance with the Self-Government Agreement;
- G.** Under 13.1.2 of the Self-Government Agreement, C/TFN has the exclusive power to enact laws in relation to the management and administration of rights or benefits which are realized pursuant to the Final Agreement by persons enrolled under the Final Agreement;
- H.** Under 13.2.14 of the Self-Government Agreement, C/TFN has the exclusive power to enact laws on matters necessary to fulfill C/TFN’s responsibilities under the Final Agreement or the Self-Government Agreement;
- I.** Under 13.3.1 of the Self-Government Agreement, C/TFN has the power to enact laws in relation to the use, management, administration, control and protection of Settlement Land;

J. Under 13.3.2 of the Self-Government Agreement, C/TFN has the power to enact laws in relation to the allocation or disposition of rights and interests in and to Settlement Land, including expropriation by C/TFN for C/TFN purposes;

The General Council of the Carcross/Tagish First Nation enacts as follows:

PART ONE: PRELIMINARY MATTERS

Citation

1. This Act may be cited as the *Land Interests Act*.

Purpose

2. The purpose of this Act is to set out the rules, principles and legislative and administrative structures for the Disposition of Interests in Settlement Land and through which the Executive Council will exercise authority over Interests in Settlement Land.

Definitions

3. (1) For the purposes of this Act, and unless they are otherwise defined in this Act, capitalized terms have the same definitions as in the Final Agreement and the Self-Government Agreement.

(a.i.1.2) In this Act:

“Act” means this Act;

“Chair” means the member of the Land Management Board appointed to serve as chair under section The Land Management Board will appoint one of its board members to act as Chair and one member to act as co-chair.;

“Citizen” has the same meaning as in the Constitution;

“Clan” has the same meaning as in the Constitution;

“Constitution” means the *Constitution of the Carcross/Tagish First Nation* in effect on October 5, 1997, as amended from time to time;

“C/TFN” means the Carcross/Tagish First Nation;

“C/TFN Government” has the same meaning as in the Constitution;

“C/TFN Lands” has the same meaning as in the Constitution;

“C/TFN Land Titles Act” means the *Land Titles Act* of the Carcross/Tagish First Nation;

“Department” means the department of Heritage, Lands and Natural Resources of the Carcross/Tagish First Nation or any successor department as the case may be;

“Director” means the director of the Department;

“Disposition” includes a grant, assignment, transfer, or encumbrance of all or part of an Interest.

“Easement” means a non-exclusive Interest in Settlement Land granted under this Act, giving one person (the grantee) the right to use or control the land of another (the grantor) for a specific limited purpose, and for greater certainty does not need to have a dominant and servient tenement;

“Enactment” means a general reference to an Act or Regulation, or a portion of an Act or Regulation, adopted by C/TFN, Canada or Yukon;

“Encumbrance” means any charge on land, created or effected for any purpose and includes Mortgages, special encumbrances, liens authorized by statute to be filed in a Registry, caveats, and writs of execution or other writs against land, unless expressly excepted;

“Executive Council” has the same meaning as the Council within the meaning of the Constitution;

“Final Agreement” means the Carcross/Tagish First Nation Final Agreement between the Carcross/Tagish First Nation, the Government of Canada and the Government of Yukon, dated October 22, 2005, and as amended from time to time;

“Finance Act” means the Carcross/Tagish First Nation *Finance Act*.

“General Council” means the main governing body of C/TFN established under the Constitution and has the same meaning as the Assembly within the meaning of the Constitution;

“Interest” means an interest in Settlement Land less than the entire interest and includes a Leasehold, Mortgage and Easement but for greater certainty does not include the fee simple title or the rights, obligations and liabilities equivalent to fee simple to that land;

“Justice Council” has the same meaning as in the Constitution;

“Land Management Board” means the Land Management Board established under section (1) The Land Management Board is hereby established;

“Leasehold” means an Interest granted under this Act giving a Person the exclusive right of use and possession of the lands, upon agreed conditions, for a specified time, calculated by including any renewal or extension period, and includes a Sub-lease;

“Mortgage” means any mortgage or charge of an Interest created to secure a debt, loan, or other obligation;

“Registry” means:

(a) for Fee Simple Settlement Land, the register of titles to land kept in accordance with Yukon *Land Titles Act* RSY 2002, c.130; or

(b) for Category A Settlement Land and Category B Settlement Land, a register established pursuant to the *C/TFN Land Titles Act* or this Act.

“Registered Interest” means an Interest in Settlement Land registered in a Registry;

“Regulation” includes an order, regulation, rule, form, tariff of costs or fees, commission, warrant, or other instrument issued, made or enacted in execution of a power conferred by or under the authority of an Act, and includes any regulation made under the power of an Act in which the word “regulation”, “regulations”, “prescribe,” “prescribes” or “prescribed” is used to confer that power;

“Self-Government Agreement” means the Carcross/Tagish First Nation Self-Government Agreement between the Carcross/Tagish First Nation, the Government of Canada and the Government of Yukon, dated October 22, 2005, as amended from time to time;

“Sub-lease” means a Leasehold in which the person granting the Interest is the holder of the Leasehold;

“Yukon Land Titles Office” means a land titles office established under the *Land Titles Act*, RSY 2002, c.130, or its successor.

Application of Act

4. This Act applies to all Settlement Land.

Interpretation

5. (1) In this Act:

- (a) a reference to an Act includes every amendment to it, every Regulation made under it and any Act enacted in substitution for it or in replacement of it;
- (b) 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) the use of the singular includes the plural, and the use of the plural includes the singular;
- (d) headings and subheadings are for convenience only and do not form part of this Act; and
- (e) the preamble to this Act may be used as an aid to interpretation of this Act.

Paramountcy

6. If there is any inconsistency or conflict between this Act and the Constitution, the Constitution shall prevail to the extent of the inconsistency or conflict.
7. Subject to section If there is any inconsistency or conflict between this Act and the Constitution, the Constitution shall prevail to the extent of the inconsistency or conflict., if there is any inconsistency or conflict between this Act and any other C/TFN law, this Act shall prevail to the extent of the inconsistency or conflict.
8. If there is any inconsistency or conflict between this Act and the Final Agreement or Self-Government Agreement, the Final Agreement or Self-Government Agreement shall prevail to the extent of the inconsistency or conflict.

PART TWO: ADMINISTRATION

Land Management Board Established

9. (1) The Land Management Board is hereby established to:
 - (a) advise General Council, Executive Council and the Department on matters respecting Settlement Land;
 - (b) at the direction of Executive Council, represent C/TFN on boards and committees that fall under the Final Agreement implementation obligations;
 - (c) hold regular and special meetings to discuss Settlement Land issues and make recommendations to General Council, Executive Council and the Department on the resolution of such issues;
 - (d) assist in the exchange of information regarding Settlement Land matters between Citizens and Executive Council;
 - (e) advise Executive Council on policies and procedures, including policies and procedures for community consultation on Dispositions; and
 - (f) perform such other duties as Executive Council may prescribe or direct.

Land Management Board Membership

10. (1) The Land Management Board will be made up of six board members and six alternate board members.
 - (a.i.1.2) Each Clan will appoint one board member and one alternate board member to the Land Management Board according to its own procedure.

(a.i.1.3) When appointing board members and alternate board members for membership in the Land Management Board, each Clan will be responsible for appointing a board member and an alternate board member to the Land Management Board, in accordance with its customs and traditions.

(a.i.1.4) When appointing board members and alternate board members, each Clan will take into account the prospective members' character, qualifications and interest in the business of the Land Management Board.

(a.i.1.5) Executive Council will appoint the members and alternate members appointed by the Clans within 60 days of this Act coming into force.

Eligibility

11. Any Citizen who is 19 years or older, whether or not a resident on Settlement Land, is eligible to be appointed to the Land Management Board, except for a Citizen who is a member of the Executive Council, Justice Council, the Economic Development Committee, or the Housing Committee, unless that Citizen resigns as a member of the Executive Council, Justice Council or committee as the case may be, upon being appointed to the Land Management Board.

Chair of the Land Management Board

12. The Land Management Board will appoint one of its board members to act as Chair and one member to act as co-chair.

Oath

13. Each board member of the Land Management Board, upon accepting his or her appointment as a board member, will accept the duties and obligations of board membership and will agree to observe and carry out those duties and obligations according to the C/TFN Code of Ethics, the Final Agreement, the Self-Government Agreement, the Constitution and this Act, and will sign an oath confirming his or her acceptance.

Term of Office

14. (1) Land Management Board members and alternate board members will hold office for a four year term, except any appointee replacing a board member whose term has not expired will only hold office for the unexpired portion of that term.

(2) In the event that the office of a board member becomes vacant, that board member's alternate board member will replace the board member on the Land Management Board unless the board member's Clan appoints a new member to the Land Management Board, in which case the alternate board member remains an alternate board member;

(3) In the event that an alternate board member replaces a board member, the alternate board member's Clan will appoint a new alternate member;

(4) Nothing precludes an incumbent board member of the Land Management Board from being appointed for an additional term or terms.

Vacancy

15. The office of a board member or alternate board member of the Land Management Board becomes vacant if the member, while holding office:

(a) is or becomes ineligible to hold office under section Any Citizen who is 19 years or older, whether or not a resident on Settlement Land, is eligible to be appointed to the Land Management Board, except for a Citizen who is a member of the Executive Council, Justice Council, the Economic Development Committee, or the Housing Committee, unless that Citizen resigns as a member of the Executive Council, Justice Council or committee as the case may be, upon being appointed to the Land Management Board.;

(b) ceases to be a Citizen;

(c) is removed by the Chair in accordance with the Code of Ethics;

(d) dies or is unable to act; or

(e) resigns in writing.

Quorum and Decision Making

16. (1) A quorum of the Land Management Board will be four board members.

(a.i.1.2) All business of the Land Management Board will be conducted by consensus. In circumstances where consensus cannot be reached after all reasonable attempts to reach consensus have been exhausted, then the motion or resolution shall be referred to a vote by all six members or their respective alternates.

Reporting

17. The Land Management Board will report to Executive Council as required or upon request.

Land Management Board Procedures

18. The Land Management Board may adopt rules for its internal management and may make rules governing its procedures consistent with C/TFN virtues and values, oral history, Kustí (way of life) and Kustéeyi (culture), the Final Agreement and this Act.

Exercise of Duties and Responsibilities

19. (1) The Land Management Board, in exercising its duties and responsibilities, shall:

- (a) operate for the benefit of all Citizens and C/TFN; and
- (b) incorporate C/TFN virtues and values into all operations, advice, recommendations and decisions.

(a.i.1.2) Without limiting the foregoing, when exercising its duties under this Act, the Land Management Board shall have regard to the following principles and factors:

- (a) protecting Settlement Land for future generations;
- (b) protecting the environment;
- (c) compatibility with historical land use;
- (d) impacts on C/TFN heritage;
- (e) well-planned and orderly development of Settlement Land; and
- (f) socio-economic impacts.

Role of the Land Management Board

20. The Land Management Board may make recommendations on the authorization of or consenting to Dispositions, and may be authorized by Regulation to act as a delegate of the Executive Council in the authorization of, or consenting to Dispositions.

Standards

21. The Land Management Board may establish mandatory standards, criteria and forms for Interests that are not inconsistent with any law.

PART THREE: DISPOSITION OF INTERESTS IN SETTLEMENT LAND

DIVISION ONE: GENERAL

Settlement Land Administered for Citizens

22. (1) Settlement Land shall be administered for the use and benefit of present and future generations of Citizens.

1. Nothing in sub-section (1) precludes C/TFN from granting an Interest to any Person.

Improper Transactions Void

23. (1) Except as otherwise provided in this Act, a deed, lease, contract, document, agreement or any other instrument of any kind by which C/TFN, a Citizen, or any other Person purports to create, grant, dispose of, assign, or transfer an Interest is void if it contravenes this Act.

(2) Interests are void if not in writing.

Existing Interests

24. An Interest that is in effect on the coming into force of this Act is, subject to this Act, continued in force in accordance with the terms and conditions of that Interest.

New Interests

25. The Executive Council may grant Interests that are

- (a) time-limited or determinable upon a specific event; and
- (b) consistent with this Act

to any Citizen or non-Citizen who has reached the full age of 19 years or to any corporation or other legal entity, subject to the provisions of this Act or any Regulation enacted pursuant to this Act.

Consent for Dispositions Required Unless Otherwise Provided

26. (1) Unless a document creating or disposing of an Interest expressly provides otherwise, the written consent of Executive Council must be obtained for any Disposition of an Interest, except for a testamentary disposition to a Citizen.

(2) The grant of an Interest is deemed to include subsection (1) as a condition of any subsequent transfer or assignment.

Disputes over Dispositions

27. (1) Any Person who files a claim in a court or a tribunal involving a Disposition must provide written notice to C/TFN in accordance with the rules of service of the court or tribunal where the claim is filed.

(2) C/TFN has standing in any proceeding in which the relief sought includes an order for a Disposition.

(3) This section does not apply to Mortgage enforcement or foreclosure proceedings where section In the event of default in the terms of a Mortgage of an Interest, the Interest is not subject to possession by the mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:(b) has been followed.

Conditional Grant

28. The grant of an Interest under this Act may be made subject to any terms, conditions, covenants, stipulations, reservations, restrictions, and exemptions that the Executive Council considers advisable.

Applicable Prescribed Criteria

29. The Executive Council may not grant an Interest until the applicable prescribed criteria have been met at the applicant's expense.

DIVISION TWO: REGISTRATION OF INTERESTS IN SETTLEMENT LAND

Notifications

30. (1) In this section "registrar" and "certificate of leasehold title" have the meanings assigned to them by the C/TFN Land Titles Act.

(2) A notification may be issued to the registrar to issue a certificate of leasehold title to the person named on it in respect of C/TFN Lands described in it that are within the registration district administered by the registrar.

(3) A notification pursuant to subsection (2) shall be signed and issued by the Executive Council.

(4) A notification shall set out the nature of the estate granted by it and any easements, rights or other Interests excepted or reserved therefrom.

Interests Not Enforceable Unless Registered

31. (1) An Interest is not enforceable against Registered Interests unless and until it is registered in a Registry in a manner that complies with all applicable laws.

(2) For greater certainty, Interests in effect prior to the coming into force of this Act that are not registered in a Registry are not enforceable as against Registered Interests.

(3) No instrument that requires the consent or approval of the Executive Council or the Land Management Board under this or any other law may be registered in a Registry unless

a certified copy of the document that records the consent or approval is attached to the instrument.

DIVISION THREE: RESTRICTIONS AND LIMITS ON INTERESTS

No Grants of Fee Simple or Equivalent to Fee Simple

32. For greater certainty, except as provided in the Final Agreement, no Person acting individually or on behalf of C/TFN may:
- (a) grant or transfer to another government or to any government entity the administration and control of Settlement Land;
 - (b) grant or transfer the fee simple title or the rights, obligations and liabilities equivalent to fee simple in Settlement Land, including any parcel of Settlement Land; or
 - (c) register the fee simple title or the rights, obligations and liabilities equivalent to fee simple to a parcel of Category A Settlement Land or Category B Settlement Land in Yukon Land Titles Office.
33. Except as provided in section For greater certainty, except as provided in the Final Agreement, no Person acting individually or on behalf of C/TFN may:., any grant of fee simple title or the rights, obligations and liabilities equivalent to fee simple in Settlement Land is void.

Restrictions on Lease Length

34. A Leasehold Interest shall not be granted for a period longer than 99 years.

Grant does not convey water rights

35. Unless the Disposition of C/TFN Lands expressly states the contrary, no Disposition conveys any exclusive right, privilege, property, or interest with respect to any lake, river, stream, or other body of water, within, bordering on, or passing through the lands.

Exceptions and Reservations

36. Unless otherwise provided for in a Disposition, a Disposition under this Act excepts and reserves the following Interests, rights and privileges:
- (a) any mines and minerals and the right to work the mines and minerals; and
 - (b) any timber that is from time to time situated on the land subject to the Disposition.

Interests Subject to Encumbering Rights

37. All Interests are subject to Encumbering Rights as defined in 5.4.2 of the Final Agreement and 29.4 of the Self-Government Agreement.

Limitations on Mortgage and Seizure

38. The fee simple title or the rights, obligations and liabilities equivalent to fee simple in Settlement Land

- (a) shall not be used to charge, pledge, warranty, guarantee or otherwise act as security or collateral for any investment, loan, advance, Mortgage or other instrument of obtaining credit; and
- (b) is not subject to seizure under legal process.

Term of Mortgage

39. The term of a Mortgage of a Leasehold will not exceed the lesser of:

- (a) the term of the lease or other Interest being Mortgaged; or
 - (b) 25 years;
- unless the Land Management Board approves in writing another period.

Default in Mortgage

40. In the event of default in the terms of a Mortgage of an Interest, the Interest is not subject to possession by the mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:

- (a) the Mortgage was registered in a Registry; and
- (b) a reasonable opportunity to redeem the Mortgage was given to the Executive Council.

Power of Redemption

41. If the Executive Council exercises its power of redemption under section 40 with respect to a Leasehold, then C/TFN takes the position of the mortgagor for all purposes after the date of the redemption.

DIVISION FOUR: FINANCIAL MANAGEMENT

42. The financial management of any

- (a) moneys received by C/TFN from Dispositions;

- (b) fees, fines, charges and levies collected in relation to Settlement Land; or
- (c) any other Settlement Land revenue received by C/TFN

will be conducted pursuant to any applicable C/TFN laws, financial policies and procedures.

DIVISION FIVE: EXPROPRIATION OF INTERESTS IN SETTLEMENT LAND

Rights and Interests That May Be Expropriated

43. An Interest, including for greater certainty any building, improvement, fixture or other structure on Settlement Land, may be expropriated by the General Council in accordance with the Constitution, the Final Agreement, and this Division.

Rights That May Not Be Expropriated

44. Encumbrances existing pursuant to 5.4.2 of the Final Agreement and rights persisting under section 29.4 of the Self-Government Agreement are not subject to expropriation.

Community Purposes

45. The General Council may only expropriate an Interest pursuant to section An Interest, including for greater certainty any building, improvement, fixture or other structure on Settlement Land, may be expropriated by the General Council in accordance with the Constitution, the Final Agreement, and this Division.:

- (a) for a necessary community purpose or works of C/TFN, including fire halls, sewage or water treatment facilities, community centers, public works, roads, schools, day-care facilities, hospitals, health care facilities or elder care facilities; and
- (b) after the General Council has determined that the proposed use is sufficiently compelling to justify expropriation.

Public Report

46. Before the General Council expropriates an Interest, the Department, under the direction of the Land Management Board, will:

- (a) prepare a report on the reasons for the expropriation;
- (b) post a copy of the report in C/TFN administration offices; and
- (c) mail or email a copy of the report to each Citizen and each affected holder of an Interest at their last known address.

Acquisition by Mutual Agreement

47. The General Council may expropriate an Interest only after a good faith effort to acquire the Interest by mutual agreement.

Compensation for Rights and Interests

48. The General Council will, in accordance with applicable Enactments:

- (a) serve reasonable notice of expropriation on each affected holder of an Interest that is subject to expropriation; and
- (b) pay fair and reasonable compensation to the holder of an Interest expropriated under this Act.

Compensation Calculations

49. The total value of compensation payable under paragraph The General Council will, in accordance with applicable Enactments: pay fair and reasonable compensation to the holder of an Interest expropriated under this Act. will be based on:

- (a) the fair market value of the Interest being expropriated;
- (b) the replacement value of any improvement to the land being expropriated;
- (c) the damages attributable to any disturbance; and
- (d) damages for reduction in the value of any remaining Interest.

Fair Market Value

50. The fair market value of an expropriated Interest will be deemed to be equivalent to the amount that would have been paid for the Interest if it had been sold on Settlement Land, with all of the rights, limits and restrictions that apply to Interests and transactions on Settlement Land, by a willing seller to a willing buyer.

PART FOUR: DISPUTE RESOLUTION

Dispute Resolution

51. This Part applies to:

- (a) decisions of the Executive Council concerning a Disposition or consent to a Disposition of an Interest;
- (b) expropriation of an Interest by the General Council;
- (c) the entitlement of the holder of an expropriated Interest to compensation; or

(d) the amount of compensation owed in respect of an expropriated Interest.

Notice of Dispute

52. (1) A Person wishing to dispute a matter provided for under section 51 may deliver a notice of dispute to the Director setting out

(a) the nature of the dispute;

(b) the facts and arguments upon which the person initiating the dispute relies; and

(c) the relief that is sought.

Delivery

53. (1) A notice of dispute must be delivered within 30 days of the General Council's decision.

(a.i.1.2) Delivery can be effected by

(a) hand delivery;

(b) registered mail; or

(c) email.

Disputes to be heard by Justice Council

54. Subject to section (1) The Executive Council may, in the absence of an operational Justice Council, refer a dispute initiated under this part to be heard and decided by an independent evaluator appointed by the Department., a dispute initiated under this Part will be heard and decided by the Justice Council;

55. To the extent that the dispute resolution rules and procedures set out in sections (1) A Person wishing to dispute a matter provided for under section 51 may deliver a notice of dispute to the Director setting out and (1) A notice of dispute must be delivered within 30 days of the General Council's decision. are inconsistent with rules and procedures established by the Justice Council, the rules and procedures established by the Justice Council prevail.

Decisions of Justice Council Final and Binding

56. Decisions of the Justice Council are final and binding.

Disputes in absence of Justice Council

57. (1) The Executive Council may, in the absence of an operational Justice Council, refer a dispute initiated under this part to be heard and decided by an independent evaluator appointed by the Department.
- (2) Nothing in sub-section (1) precludes the parties from accessing the services of a mediator or engaging another dispute resolution procedure, provided that all parties to the dispute consent.
58. Where a dispute is referred to an independent evaluator under paragraph (1) The Executive Council may, in the absence of an operational Justice Council, refer a dispute initiated under this part to be heard and decided by an independent evaluator appointed by the Department.(1) the independent evaluator will, where appropriate,
- (a) identify the issues in the dispute;
 - (b) assess the strengths of each party's case;
 - (c) encourage the settlement of the dispute; and
 - (d) provide the parties with a non-binding opinion or recommendation to resolve the dispute.
59. In the absence of an operational Justice Council, any dispute not referred to an independent evaluator under paragraph (1) The Executive Council may, in the absence of an operational Justice Council, refer a dispute initiated under this part to be heard and decided by an independent evaluator appointed by the Department. may be heard by Yukon Supreme Court.

Costs

60. The costs of evaluation and dispute resolution under this Part will be shared between the parties to the dispute, provided that the Justice Council's jurisdiction to award costs will be determined in accordance with applicable laws or procedures of the Justice Council.

PART FIVE: TRESPASS AND ENFORCEMENT

No Unauthorized Occupation or Use of Settlement Land or Natural Resources (Trespass)

61. (1) No person shall access, occupy or use settlement land or natural resources except in accordance with
- (a) a right of access, as described in the Final Agreement;
 - (b) a licence or other form of authorization approving access and use of settlement land issued under this Act, another enactment, or another applicable law; or

(c) a lease, licence of occupation or other similar instrument of tenure issued in accordance with this Act.

(2) Subsection (1) does not apply to a citizen exercising aboriginal rights or other rights pursuant to the Final Agreement in a manner that is not incompatible with other uses.

(3) Subsection (1) does not apply to persons employed or contracted by a government while they are involved in the delivery of emergency services or actions undertaken to protect public health, welfare or safety or to prevent irreparable harm to the environment.

62. All civil remedies for trespass and nuisance are preserved.

Punishment

63. Every Person who contravenes this Act, or any Regulation enacted pursuant to this Act, is guilty of an offence punishable on summary conviction and liable to a fine not exceeding five thousand dollars (\$5,000.00) or to imprisonment for a term not exceeding six (6) months, or both.

PART SIX: REGULATIONS

Regulations

64. (1) The Executive Council may make Regulations it considers necessary or advisable for purposes under this Act.

(2) Without limiting to the generality of sub-section (1), the Executive Council may make Regulations respecting:

- (a) the form and content of applications for Interests;
- (b) the requirements and procedures for granting Interests;
- (c) the delegation of decision-making authority;
- (d) application fees;
- (e) where financial security is required, procedures respecting the financial security to be provided and its terms;
- (f) rules and procedures for the receipt, management, expenditure, and borrowing of moneys in relation to Settlement Land and the administration of Settlement Land, and the establishment of administrative structures to manage such moneys; and
- (g) any other matter necessary to implement this Act.

PART SEVEN: GENERAL PROVISIONS

Severability

65. In the event that all or any part of any part, section or paragraph of this Act are found by a court of competent jurisdiction to be invalid, such sections shall be severable, and the remaining portions or sections shall remain in full force and effect.
66. The invalidity of any section, clause, sentence or provision of this Act shall not affect the validity of any other part of this Act that can be given effect without such invalid part or parts.

Limitation of Liability

67. No action for damages lies or may be instituted against C/TFN, or a manager, employees, servant, official or agent of C/TFN, including for greater certainty, members of the Land Management Board;
- (a) for anything said or done or omitted to be said or done by that Person in the performance or intended performance of the Person's duty, or the exercise of the Person's authority under this Act, or any Regulation enacted pursuant to this Act; or
 - (b) for any alleged neglect or default in the performance or intended performance of the Person's duty or the exercise of the Person's authority under this Act, or any Regulation enacted pursuant to this Act.
68. Section No action for damages lies or may be instituted against C/TFN, or a manager, employees, servant, official or agent of C/TFN, including for greater certainty, members of the Land Management Board; does not provide a defence if:
- (a) C/TFN, or a manager, employee, servant, official or agent of C/TFN, has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or wilful misconduct; or
 - (b) the cause of action is libel or slander.
69. C/TFN, or a manager, employee, servant, official or agent of C/TFN, is not liable for any damages or other loss, including economic loss, sustained by any Person, or to the property of any Person, as a result of their neglect or failure, for any reason, to discover or detect any contraventions of this Act or any Regulations enacted pursuant to this Act.
70. (1) All actions against C/TFN for the unlawful doing of anything that:
- (a) is purported to have been done by C/TFN under the powers conferred by this Act or any Regulation enacted pursuant to this Act, and

(b) might have been lawfully done by C/TFN if acting in the manner established by law, must be commenced within six (6) months after the cause of action first arose.

Coming into Force

71. This Act shall come into force and effect on the day after it is enacted by the General Council.
