

## **CHAPTER CG: COMMUNITY GOVERNMENTS**

### **CG.1 COMMUNITY GOVERNMENTS**

**CG.1.1.1** The Community Governments of [list Dehcho communities] will be recognized by the Dehcho Agreement.

**CG.1.1.2** The Dehcho Agreement will

- a) delineate the boundary of each Dehcho Community;
- b) provide for the structures and administration of Community Governments and for their dissolution in accordance with chapter CG XXX;
- c) provide for transitional arrangements respecting existing community governments in Dehcho communities, including transfer of their assets and assumption of their liabilities and, where necessary, their dissolution;
- d) set out the powers of the Community Governments;
- e) describe the procedures through which the Chiefs and Councilors of Community Governments may be selected;<sup>1</sup>
- f) delineate the authority of the GNWT with respect to the operational and financial accountability of Community Governments;
- g) provide for the cancellation of any certificate of title<sup>2</sup> issued before the Effective Date for any land that has become Dehcho Community land;
- h) provide for the issuance of a new certificate of title<sup>3</sup> for an interest listed in .....where a certificate of title was issued before the Effective Date;
- i) provide for the requirements for the issuance of certificates of title for Community land and for the registration of instruments related to Community lands;
- j) set out the powers required for Community Governments to administer Community lands; and
- k) set out the powers required for Community Governments to enter into municipal services agreements.

### **CG.2 STRUCTURE OF COMMUNITY GOVERNMENTS**

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<sup>1</sup> Some Dehcho communities will elect their Chiefs and Councilors, others will continue to use Dene custom to choose their Chief and Council.

<sup>2</sup> Should leases also be cancelled?

<sup>3</sup> And leases?

**CG.2.1** A Community Government will be comprised of a Chief and an even number of councilors. No Community Government will have less than two councilors. The maximum number of councilors for each Community will be determined in relation to the number of residents in the Community, including children, as confirmed by the most recent census conducted before the election of the councilors, as follows:

<u>Number of Community Residents</u>	<u>Maximum Number of Councillors</u>
Less than 100	2
200-299	4
300-499	6
500-999	8
1,000 or more	10

**CG.2.2** The Dehcho Agreement provisions recognizing Community Governments will

- a) define residency in a Dehcho Community or in Dehcho Ndehe for the purposes of CG.2.1, 2.6 and 2.7;
- b) for those Communities which elect their Chief and Councilors, describe eligibility criteria for Community Government elections;
- c) describe the grounds and the processes for removing a Chief or a councilor from office;
- d) for those Communities which elect their Chief and Councilors, provide for a candidate for Chief or for candidates for councilor seats to be acclaimed without an election where there is only one candidate for Chief or the number of candidates for council seats is less than the number of vacant seats;
- e) provide for a periodic census for the purposes of CG.2.1; and
- f) provide for the appointment, by at least half of the councilors, of a councilor to act as Acting Chief in the absence of the Chief.

**CG.2.3** For those Communities which elect their Chief and Councilors, a person is eligible to vote in elections for a Community Government if that person

- a) is a Canadian citizen or permanent resident of Canada;
- b) is resident in the Community for at least the six months immediately preceding the election;

- c) has been resident in Dehcho Ndehe for at least the five years immediately preceding the election; and
- d) is at least 18 years of age on the day of the election.

**CG.2.4** The Chief of a Community Government must be a Dehcho Citizen who is at least 18 years of age and has been resident in the community for at least the two years immediately preceding taking office.

**CG.2.5** No more than half of a Community Government's council seats may be filled by persons who are not Dehcho Citizens and the remaining seats shall be filled by the candidates with the most votes among those who are Dehcho Citizens.

### **CG.3 DELEGATION**

**CG.3.1** The Dehcho Government may delegate any of its powers, except the power to enact laws, to:

- a) public body or office established by that Community Government;
- b) the Dehcho Government or a body or office established by a Dehcho law; or
- c) Canada or the GNWT, including a department, agency or office of either Canada or the GNWT.

**CG.3.2** A delegation under 3.1 must be in writing and, if under 3.1 (b) or (c) must be agreed to by the delegate.

**CG.3.3** A Community Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation. The delegation agreement may include powers exercisable outside the Community and powers to enact laws applicable outside the Community.

**CG.3.4** Where the Dehcho Government has delegated authority to a Community Government to deliver programs for which federal or territorial funding would be available to the Dehcho Government if it were delivering the programs, the Community Government shall be treated as though the Dehcho Government had made the application to government for program funding.

**CG.3.5** When applying to government for funding under 3.4, a Community Government shall be treated as a separate entity for purposes of calculating the entitlement to and quantum of funding.

#### **CG.4 POWERS TO ENACT LAWS**

**CG.4.1** In addition to other powers provided for in the Dehcho Agreement, the Agreement will provide that Community Government have the powers to enact laws relating to

- (a) the operation and internal management of the Community Government;
- (b) the borrowing of money by the Community Government;
- (c) the administration of and the granting of interests in Community lands; and
- (d) the following matters in the Community:
  - (i) management, use and protection of lands, including land use planning,
  - (ii) public order, peace and safety,
  - (iii) housing for residents,
  - (iv) by-law enforcement,
  - (v) intoxicants,
  - (vi) local transportation,
  - (vii) business licensing and regulation,
  - (viii) gaming and recreational contests, and
  - (ix) other matters of a local or private nature, including taxation.

**CG.4.2** For greater certainty, a community government shall not have the power to enact laws that are criminal laws or in relation to criminal procedures.

#### **CG.5 INCONSISTENCY OR CONFLICT**

**CG.5.1** Except where otherwise provided in the Dehcho Agreement, in the case of any inconsistency or conflict between federal legislation and laws enacted by a Community Government, the law of the Community Government prevails to the extent of the inconsistency or conflict.

**CG.5.2** Except where otherwise provided in the Dehcho Agreement, in the case of any inconsistency or conflict between laws enacted by a Community Government and territorial legislation, the law of the Community Government prevails to the extent of the inconsistency or conflict.

**CG.5.3** For greater certainty, in the case of conflict between a Dehcho law and a law enacted by a Community Government, the Dehcho law prevails to the extent of the conflict.

#### **CG.6 PROGRAMS AND SERVICES**

**CG.6.1** A Community government may enter into agreements with government, other community governments in the Settlement Area, the Dehcho Government or bodies of a type identified in the territorial legislation establishing community

governments to deliver, administer and manage programs and services for residents of a Dehcho Community.

**CG.6.2** Programs and services delivered and managed by a Community Government shall be funded at levels at least comparable to funding levels for similar programs and services in other communities in the Northwest Territories. Where the Community Government and the Government of the Northwest Territories do not reach agreement on funding levels, the Dehcho Government may refer, for resolution under chapter DR.XXX, the question as to whether the method used for determining funding levels is equitable.

## **CG.7 EXPANSION OF COMMUNITY BOUNDARIES**

**CG.7.1** The boundary of a Community may, in accordance with the Dehcho Agreement and the Appendix to this chapter, be expanded.

## **CG.8 DISSOLUTION OR RELOCATION**

**CG.8.1** The agreement of the Parties is required before a Community Government is dissolved or before a Community is relocated.

**CG.8.2** An agreement under 8.1 will, subject to chapter XXX, make provision for all assets and liabilities of the Community Government.

**CG.8.3** In the agreement under 8.1, the Parties shall describe the amendment to the Dehcho Agreement required to reflect the dissolution of any Community Government or the relocation of any Community.

**CG.8.4** The dissolution or relocation is not effective until the amendment to the Agreement referred to in 8.3 is consented to.

## **CG.9 ESTABLISHMENT OF NEW COMMUNITY GOVERNMENTS**

**CG.9.1** A new community shall only be established by agreement among the Parties. The agreement among the Parties shall set out the powers of the government for that community and provide for its administration and structures.

**CG.9.2** In the agreement under 9.1, the Parties shall describe the amendment to the Agreement required to reflect the establishment of a new community government.

**CG.9.3** The establishment of a new community is not effective until the amendment to the Agreement referred to in 9.2 is consented to.

## **APPENDIX TO CHAPTER CG**

### **PROCESS FOR EXPANSION OF THE BOUNDARY OF A COMMUNITY (CG.7.1)**

1. The Parties may agree to expand the boundary of a Community at the written request of the Community Government.
2. The consent of the Dehcho Government is required where the expansion of the boundary would be into an area containing part of Dehcho Ndehe.
3. Before requesting the Parties to expand the boundary of a Community into an area containing part of Dehcho Ndehe, the Community Government shall discuss with the Dehcho Government the need for the expansion and shall attempt to negotiate an agreement with the Dehcho Government for the conveyance of the portions of Dehcho Ndehe required for the expansion.
4. Where the Parties receive a request from a Community Government but decide not to expand the boundary of the community, the Parties shall provide written reasons for their decision.