

**Chawathil First Nation**

**LAND CODE**

[March 21, 2016]

*I hereby certify that the within instrument is a true and correct copy of the original document of which it purports to be a true copy.*



Date: MARCH 21, 2016

**MURRAY BROWNE**  
Barrister & Solicitor  
2nd Floor - 844 Courtney Street  
Victoria, BC V8W 1C4

*Chawathil First Nation Land Code*

**Exhibit 1**

**Chawathil First Nation**

**LAND CODE**

[March 21, 2016]

*I hereby certify that the within instrument is a true and correct copy of the original document of which it purports to be a true copy.*

RECEIVED  
21/03/16

*For Verification*

*Murray Brown*

Date: MARCH 21, 2016

**VERIFIED**

MAR 22 2016

*[Signature]*

**MURRAY BROWNE**  
Barrister & Solicitor  
2nd Floor - 844 Courtney Street  
Victoria, BC V8W 1C4

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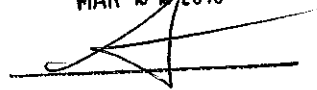
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**VERIFIED**

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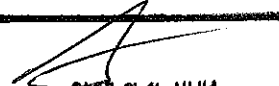


## PREAMBLE

Whereas:

- A. The Chawathil First Nation, being a member of the Tiy't Tribe, continue to maintain our aboriginal rights and title to our lands and resources within S'olh Temexw, our traditional Sto:lo Territory;
- B. Our aboriginal rights and title and stewardship are expressed in our Halq'eméylem language as:  
S'olh temexw te ikw' elo. Xollhmet te mekw'stam it kwelat:  
"This is our land. We have to take care of everything that belongs to us";
- C. We honour our past, present and future generations: Xwel mi ay sta:xwelh;
- D. Chawathil First Nation has a unique relationship with our Sxoxo:mes (our gifts) lands and resources, including our relationship with all creatures winged, hooved and fins, which is expressed in our Sxwoxwiyam, Sqwelqwel and our Shxweli;
- E. Chawathil First Nation has entered into the Framework Agreement on First Nation Land Management with Canada on March 25th , 2013, as amended, and which was ratified on behalf of the Government of Canada by the First Nations Land Management Act; and
- F. Chawathil First Nation is committed to taking back management of our lands and resources, protecting and respecting all life including the winged, the hooved, the rooted and the finned, and following our traditional ways.

NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE  
FUNDAMENTAL LAND LAW FOR THE RESERVE LAND OF THE CHAWATHIL  
FIRST NATION.

  
MAR 22 2016  
VERIFIED

## PART 1

### PRELIMINARY MATTERS

#### 1. Title

1.1 The title of this enactment is the Chawathil Land Code.

#### 2. Interpretation

##### *Definitions*

2.1 The following definitions apply in this Land Code:

“Act” means the *First Nations Land Management Act*, S.C. 1999, c. 24;

“Allotment” means an interest in Chawathil Lands granting a Member possession of a part of Chawathil Lands under Part 7 of this Land Code or, prior to the date this Land Code comes into force, pursuant to section 20 of the *Indian Act*;

“Certificate of Possession” or “CP” means an official document issued under this Land Code or formerly issues under section 20 of the *Indian Act* to confirm a Member’s Allotment;

“Chawathil Lands” means any portion of a Chawathil Reserve that is subject to this Land Code under section 5;

“Council” means the duly elected Council of Chawathil First Nation as elected by Chawathil members under the *Indian Act* or any successor election law or code;

“Committee” means the Lands Advisory Committee;

“Community Land” means any Chawathil Lands in which all Members have a common interest and which is not the subject of an Allotment or Certificate of Possession;

“Community Purpose” means a structure, facility or service that serves the community or Chawathil lands, including but not limited to: a fire hall, sewage or water treatment facility, community center, public works, roads, schools, daycare facility, hospitals, health-care facility, and retirement home;

“Eligible Voter” means, for the purpose of voting in respect of land matters under this Land Code, a Member who has attained the age of eighteen (18) years of age on the day of the vote.

“First Nation” means the Chawathil First Nation;

**VERIFIED**

“First Nations Land Register” means the register maintained by the Indigenous and Northern Affairs Canada under the *Framework Agreement*;

“Framework Agreement” means the Framework Agreement on First Nation Land Management entered into between the Minister of Indigenous and Northern Affairs Canada and a group of First Nations on February 12, 1996, as amended;

“immediate relatives”, in respect of a person, means the person’s parent, sister, brother, child, spouse or common law spouse;

“Individual Agreement” “Transfer Agreement” means the Individual Agreement and transfer of administration made between Chawathil First Nation and Her Majesty in right of Canada in relation to this Land Code;

“Interest” means an interest in Chawathil Lands, including an Allotment, Lease, Mortgage, Permit, Life Estate, and Sublease but does not include Licenses;

“Law” means a law enacted pursuant to this Land Code;

“Lands Advisory Committee” means the Chawathil Lands Committee established under this Land Code under Part 6;

“Lands Manager” means the individual appointed or hired by Council to oversee the administration of Chawathil Lands, this Land Code and related Laws and policies;

“License” means any right of use or occupation of Chawathil Lands or right to carry out an activity on Chawathil Lands or used or extract Natural Resources but that does not include an Interest in land;

“Life Estate” means an interest in an Allotment, CP or home granted to any natural person, including a non-Member, that grants the individual a right to use and occupy a specified home, structure or area or parcel of land for a specified time period which is non-transferable and which cannot exceed the life of that person;

“Member” means a person whose name appears or is entitled to appear on the Chawathil First Nation Band Membership List;

“Mortgage” means a charge on an Interest or License in Chawathil Lands in favor of another as security for a debt;

“Natural Resources” means any minerals, oil, gas, substances, groundwater, water, vegetation or animals found on, under or in Chawathil Lands which, when removed or used, have economic or other value;

“Non-Residential Use” means a use that is not a Residential Use;

**VERIFIED**

“Panel” means the Dispute Resolution Panel established under section 40;

“Permit” means a limited authorization to carry out a use or activity, or an Interest in specified area of Chawathil Lands other than a Leasehold, Easement or Permit, granted under Land Code or, prior to the date of this Land Code, under the Indian Act, giving a Person the right to use a specified area of Chawathil Lands a specified purpose or activity. A Permit does not convey any right of exclusive possession in the land and does not restrict the rights of the grantor of the Permit beyond that required to give effect to the Permit granted;

“Ratification Vote” means a vote of eligible voters under this Land Code and unless otherwise required or set out by this Land Code, a question put to referendum shall be approved, if:

- (a) a minimum of ten percent (10%) of all eligible voters cast a ballot; and
- (b) fifty percent (50%) plus 1 of the eligible voters who cast valid ballots vote “YES” to the question asked;

“Register” means to register in the Registry;

“Registry” means the First Nations Land Registry (“FNLRS”) created and maintained by the federal Aboriginal Affairs and Northern Development Canada under the Act or another registry designated by Council by Resolution;

“Residential Use” means use of an Allotment by one Member, who does not already have an Allotment or a CP, for the purpose of situating their home, and does not include buildings intended for renting out, or industrial, commercial or other uses except in accordance with Chawathil Laws including laws for home-based business;

“Resolution” means a written resolution of the Council enacted under this Land Code by a quorum of Council at a duly convened meeting;

“Special Meeting of Members” means a special meeting of Members required or called under section 5, 6, 8, 13, 14 or 16 of this Land Code or under a related Law;

“spouse” means a person who is married to another person, whether by a traditional, religious or civil ceremony, and includes a common law spouse as defined by Chawathil law;

“Traditional Holdings” means a portion of Chawathil Lands that:

- (a) was cleared historically and occupied by a Member or family of Members,
- (b) has surveyed, marked or discernable boundaries,

**VERIFIED**



- (c) was or is recognized by other Chawathil Members, families of Members or Council as a legitimate Traditional Holding, and
- (d) Meets the requirements set out in this Land Code and any applicable Laws or policies as a Traditional Holding.

*Paramountcy*

2.2 If there is an inconsistency between this Land Code and any other law of Chawathil, this Land Code prevails to the extent of the inconsistency.

*Culture and traditions*

2.3 The structures, organizations and procedures established by this Land Code shall be interpreted in accordance with the culture, traditions and customs of Chawathil, unless otherwise provided.

*Language*

2.4 The language of Chawathil may be used to clarify the meaning of any provision in this Land Code, if the meaning of that provision is not otherwise clear in English.

*Non-abrogation*

2.5 This Land Code does not abrogate or derogate from any Aboriginal rights and title or freedoms that pertain to the Chawathil First Nation or its Members.

*Fair Interpretation*

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

*Fiduciary Relationship Continued*

2.7 This Land Code does not abrogate the fiduciary relationship between Her Majesty and the Chawathil First Nation and its Members and the fiduciary relationship is continued in accordance with the Framework Agreement, the Act and the common law.

*Lands and interests affected*

2.8 A reference to "land" in this Land Code means all rights and resources that belong to the land, and includes:

- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources belonging to that land, to the extent that these are under the jurisdiction of Canada; and
- (b) all the Interests s granted to the Chawathil First Nation by her Majesty in right of Canada listed in the Individual Agreement.

### 3. Authority to Govern

VERIFIED

*Origin of authority*

- 3.1 Our aboriginal rights and title flow from our Sxwoxwiyam, Sqwelqwel and our Shxweli. When our leaders met historically to discuss the Land Question, their opening comment was:

S'olh temexw te ikw' elo. Xolhmet te mekw' stam it kwelat.

This statement of ownership and stewardship will be reflected in the Chawathil Land Code.

*Flow of authority*

- 3.2 The authority of Chawathil to govern our lands and resources flows through our Members and our Chichelh Siya:m.

## 4 Purpose

*Purpose*

- 4.1 The purpose of this Land Code is to set out the principles, procedures, administrative structures and law-making authority that apply to Chawathil Lands and by which the Chawathil First Nation will exercise authority over those lands.

*Protection of lands and resources, preservation of culture*

- 4.2 Chawathil is committed to the preservation of lands, resources and culture for future generations:
- (a) Chawathil shall work to achieve a healthy, educated and prosperous future to ensure the continued existence of Chawathil as a strong political, social, economic and cultural community.
  - (b) Chawathil honors our connection to the lands, natural resources and elements of the natural world that provides for its Members physical and spiritual needs.
  - (c) Chawathil recognizes its responsibility to protect our lands and natural resources for future generations.
  - (d) Chawathil values the need to respect, protect and promote their Culture, Heritage and Traditions.
  - (e) Chawathil will continue to support Members in working towards a healthy, educated, cultural and self-sufficient community.

## 5 Description of Chawathil Land

*First Nation land*

- 5.1 The Chawathil Lands that are subject to this Land Code are the following Indian Reserves, as further described in the Individual Agreement:
- (a) Hope Indian Reserve No. 1 (also known as Telte-Yet Campsite);

**VERIFIED**

- (b) Schkam Indian Reserve No. 2;
- (c) Greenwood Island Indian Reserve No. 3 (also known as Xwelgamex);
- (d) Chawathil Indian Reserve No. 4; and
- (e) Tunnel Indian Reserve No. 6.

*Excluded lands*

5.2 Despite section 5.1, the land described as follows is excluded from the application of this Land Code: none.

*Additional lands*

5.3 The following lands may be made subject to this Land Code after the applicable condition is met:

- (a) any land owned jointly by Chawathil and another First Nation, where Chawathil and the other First Nation or First Nations agree upon a joint management scheme for those lands that allows for Land Code application; and
- (b) any land or interest acquired by Chawathil after this Land Code takes effect, whether by land claim, purchase or other process, when an environmental audit declares it free of environmental hazard and safe for community use, provided the lands are set aside as a reserve.

*Land exchange*

5.4 For greater certainty, section 5.3 does not apply to land acquired by land exchange, which is governed by the process in section 15.

*Inclusion of land or Interest*

5.5 Council shall call a Special Meeting of Members to obtain the views of Members, but not to hold a Ratification Vote, on any proposed inclusion of lands before Council makes any law or Resolution to include lands referred to in sections 5.2 and 5.3 in this Land Code.

## PART 2

### FIRST NATION LEGISLATION

#### 6 Law-Making Powers and Procedures

*Council may make laws*

6.1 Council may, in accordance with this Land Code, make Laws in relation to Chawathil Lands in areas such as:

- (a) Development, conservation, protection, management, regulation, zoning, servicing, occupation, use and possession of and planning for lands and Interests and Licenses;

**VERIFIED**

- (b) Interests and Licenses;
- (c) Establishment, collection, administration, borrowing, saving and expenditure of any fees, charges, royalties, revenues, or other monies;
- (d) Any matter necessary to give effect to this Land Code; and
- (e) Any matter necessary or ancillary to a Law.

*Examples of laws*

6.2 For greater certainty, and without limiting the generality of section 6, Council may make Laws respecting the following in relation to Chawathil Lands:

- (a) the purchase, acquisition or sale of lands in accordance with the Act and this Land Code;
- (b) regulation, control, authorization and prohibition of residency, access, occupation and development of Chawathil Lands;
- (c) zoning and land use planning;
- (d) protection, regulation and granting of Interests and Licenses, including Interests and Licenses in Natural Resources;
- (e) Archaeological assessment and protection of archaeological and cultural resources;
- (f) Regulation of development, building and construction, including the application of building codes, engineering standards and other standards;
- (g) Expropriation of Interests and Licenses;
- (h) Forms, procedures, application fees and related matters, including fees to be paid to Chawathil for applications or administrative procedures;
- (i) Mortgages and secured interests relating to Interests and Licenses;
- (j) Registration of Interests and Licenses, including priority of registration;
- (k) Fees or charges to be paid to Chawathil for the granting or transfer of Interests or Licenses in Chawathil Lands;
- (l) Fees, regulations and processes for the certification or registration of Interests or Licenses;
- (m) fees, stumpage, or royalties to be paid to Chawathil for the removal, extraction or use of Natural Resources from Chawathil Lands, including for removal, extraction or use of minerals, gravels, timber and water from Community Lands and from Allotments or CP lands;
- (n) provision of, installation of, and Interests or Licenses for, utilities, infrastructure and local services and the imposition of user charges including development cost charges or their equivalent;

**VERIFIED**

- (o) authorization and regulation of subdivisions and developments including requirements for contributions to community benefits, park dedications or grants in lieu of park dedications;
- (p) the conduct of surveys of lands or Interests;
- (q) setting aside, designation, regulation or management of parks, parklands, trails and recreational lands;
- (r) rules and procedures for the receipt, management, expenditure, investment, and borrowing of moneys relating to Chawathil Lands and Interests, and the establishment of administrative structure to manage such moneys;
- (s) creation of management and administrative bodies or agencies;
- (t) removal, banning and punishment of persons trespassing upon Chawathil Lands or frequenting Chawathil Lands for prohibited purposes;
- (u) public nuisance and private nuisance;
- (v) regulation of sanitary conditions and the provision of sanitary services in private premises and public places;
- (w) construction, maintenance and regulation of boundaries, screening, hedges and fences;
- (x) construction, maintenance and management of roads, water courses, water diversions, storm drains, dykes, erosion control, bridges, ditches and other local and public works;
- (y) regulation of traffic and transportation;
- (z) hunting, fishing, and management and protection of fish, wildlife and their habitat on Chawathil Lands;
- (aa) use and storage of fireworks, firearms, weapons and hazardous materials or substances;
- (bb) management and control of domestic and agricultural animals;
- (cc) enforcement of Laws; and
- (dd) laws on the provision of services for the resolution, outside the courts, of disputes in relation to Chawathil Lands.

*Laws requiring no community consultation*

6.3 Council may pass laws relating to Property Taxation and simple administrative and regulatory matters at any Council meeting without any requirement for three readings or any notification of or consultation with Members.

**VERIFIED**

*Laws requiring community consultation*

6.4 For greater certainty, and without limiting the generality of sections 6 or 6.2, Council may make Laws respecting the following but only after completing three readings and holding a Special Meeting of Members as set out below:

- (a) Land use plan major amendments or re-zonings;
- (b) creation, regulation and prohibition of Interests;
- (c) environmental assessment and environmental protection;
- (d) expropriation;
- (e) a law affecting a heritage site or an environmentally sensitive property;
- (f) a law declaring land or an interest referred to in section 5.2 or 5.3 to be subject to this Land Code; and
- (g) any other law or class of law that Council, by Resolution, declares to be subject to this section.

*Laws requiring notice and mail-in comment opportunities for off-Reserve Members*

6.5 In addition to the requirements set out above in subsection 6.4, Council is also required to provide mailed or e-mailed notices and an opportunity to provide written comments to all off-Reserve Members for the following laws, Interests and transactions:

- (a) The creation of a land use plan;
  - (b) any permit or license or grant or disposition of natural resources that is for longer than five (5) years;
  - (c) leases of Community Lands for longer than fifteen (15) years;
  - (d) leases of CP lands for longer than fifteen (15) years;
  - (e) land exchange or sale of land;
  - (f) laws relating to the recognition of traditional land holdings;
  - (g) Matrimonial property;
  - (h) a charge or mortgage of a leasehold interest in Community Lands exceeding a term of 15 years or a dollar amount of \$1 million in 2016 Canadian dollars;
  - (i) setting aside and regulation of heritage lands and sacred sites; and
  - (j) any law or class of law that Council, by Resolution, declares to be subject to this section.
- 6.6 No development shall be allowed on any site designated as a heritage site under the land use plan, unless the development receives community approval by a Ratification Vote.

VERIFIED

*Laws or decisions requiring a Ratification Vote*

6.7 In addition to the requirements set out above in subsection 6.4 above, Council shall ensure that a Ratification Vote of Members is carried out before a final Resolution is passed by Council for the following laws, Interests and transactions:

- (a) The development of on any site designated as a heritage site under a Land Use Plan;
- (b) An amendment to a land use plan to delete a heritage site;
- (c) A land exchange for Chawathil Lands;
- (d) Any law designated by Council Resolution as requiring a Ratification Vote;
- (e) Any Allotment for Non-Residential Use under paragraph 33.2(b);
- (f) Any law relating to the laws set out in section 6.5 for which over twenty percent (20%) of eligible voters sign a petition formally requesting a Ratification Vote.

*Introduction of Laws*

6.8 A proposed Law under this Land Code may be introduced at a meeting of Council by:

- (a) a member of Council;
- (b) a representative on behalf of the Committee, or other body composed of Members as may be authorized by Council; or
- (c) the Lands Manager;
- (d) a valid petition signed by over ten percent (10%) of all eligible voters.

6.9 In the case of a law proposed by eligible voters under subsection 6.8(d):

- (a) the eligible voters must first come to the Lands Manager for input on complying with law-making authorities and procedures under the Land Code; and
- (b) the Lands Manager must provide reasonable assistance.

## **7 First Reading**

*First Reading: Proposal of Law*

7.1 Upon completion of a draft law or receiving a properly prepared draft law under section 6.7 above, Council shall table the draft law at a regular meeting.

7.2 After considering and discussing the draft law and reviewing the attached materials and recommendations from the Committee or the Lands Manager, if any, Council shall, by Resolution:

**VERIFIED**

- (a) Accept the draft law in principle and direct that it be taken to community consultation if required;
- (b) Reject the draft law; or
- (c) Request further work, analysis or information on the draft law so it can be re-tabled at a future meeting.

## 8 Second Reading

### *Second Reading: Membership Meetings if Required*

- 8.1 For laws which do not require a Special Meeting of Members or mail-in comment opportunity, Council may proceed to a second reading of the law at the same Council meeting at which the first reading occurred or at any Council meeting thereafter.
- 8.2 For laws which require a Special Meeting of Members or a mail-in comment opportunity, Council shall provide notice to Members at least thirty (30) days before the date of the meeting at which the second reading will take place.

### *Notices*

- 8.3 Notices under section 8.2 shall include:

- (a) The date, time and place of the Special Meeting of Members;
- (b) A summary of the draft law and, if appropriate, maps, flow charts or other material;
- (c) Notification that a copy of the full draft of the law is available at the Chawathil Administration Office; and
- (d) Any other information that may be required by Council or set out in a Chawathil Law.

- 8.4 Notices for Special Meeting of Members for second reading shall be:

- (a) Posted in the Chawathil Administration Office;
- (b) Posted on the Chawathil web-site; and
- (c) Included in the Chawathil newsletter if publication deadlines are met.

### *Meetings May be Combined*

- 8.5 Council may decide to combine a Special Meeting of Members with any other Chawathil meeting provided that the requirements of this law are met.

### *Mail-in Comment Opportunity*

- 8.6 In addition to the notice requirements set out in section 8.4 above, notices for draft laws which require a mail-in comment opportunity shall also be mailed to all

VERIFIED



Members living off the Reserve for whom Chawathil has a current address.

- 8.7 Notices under section 8.6 shall be posted and mailed at least thirty (30) days in advance of the Special Meeting of Members and shall include:
- (a) The date, time and place of the Special Meeting of Members;
  - (b) A summary of the draft law and, if appropriate, maps, flow charts or other material;
  - (c) Notification that a copy of the full draft of the law is available at the Chawathil Administration Office;
  - (d) A short form or questionnaire for Members to provide written comments;
  - (e) A deadline date for written comments which, unless otherwise specified, shall be midnight on the date of the Special Meeting of Members; and
  - (f) Any other information that may be required by Council or set out in a Chawathil Law.
- 8.8 Notices and comment forms under section 8.6 shall also be made available to any Member who requests them, and shall be available at the Special Meeting of Members for all Members to fill out, regardless of where they live.

*Procedure at Special Meeting of Members*

- 8.9 At the Special Meeting of Members, Council, the Lands Manager or a designate, shall explain the purpose and a verbal summary of the draft law and Council will provide opportunities for Members to ask questions or provide comments.

*Second Reading After the Special Meeting of Members*

- 8.10 After the Special Meeting of Members, Council, Lands Manager, or a designate, shall prepare a revised or repeat draft of the proposed law and a summary of comments received and responses to them.
- 8.11 No sooner than three (3) days after the Special Meeting of Members, Council shall hold a Council meeting and:
- (a) Review and give full and fair consideration to comments and questions from Members, including mail-in comments;
  - (b) If necessary, at the sole discretion of Council, request further work, analysis or information on the draft law so it can be re-tabled for second reading at a future meeting; and
  - (c) If Council is satisfied it has sufficient information and analysis to make a decision:
    - (i) pass a Resolution to accept the revised draft law, with or without amendments, as having passed second reading, and direct it to be prepared for third and final reading; or
    - (ii) pass a Resolution to reject the revised draft law.

**VERIFIED**

## 9 Third and Final Reading

### *Meeting for Third and Final Reading*

- 9.1 Council may hold a meeting for third and final reading of a draft law at any time that is at least seven (7) days after second reading.
- 9.2 At the Council meeting for third reading, Council shall:
- (a) Review and give full and fair consideration to comments and questions from Members, including mail-in comments;
  - (b) Review and consider any comments or recommendations from staff or the Committee;
  - (c) If necessary, at the sole discretion of Council, request further work, analysis or information on the draft law so it can be re-tabled for third reading at a future meeting; and
  - (d) If Council is satisfied it has sufficient information and analysis to make a decision:
    - (i) Pass a Resolution to accept the law, with or without amendments, as having passed third reading, and direct it to be prepared for signature;  
or
    - (ii) Reject the revised draft law.
- 9.3 Council shall provide a written explanation to Chawathil Members for any law that was rejected at any stage.
- 9.4 If Council pass a Resolution to approve the draft law after third reading, a quorum of Council shall sign the law and the law shall be an official Chawathil law.

## 10 Urgent Matters

### *Urgent Matters*

- 10.1 Council may enact a Law without the preliminary steps required above if Council, acting reasonably, believes that the Law is required urgently to protect Chawathil Lands or Members.
- 10.2 A Law enacted under section 10 will be deemed to have been repealed and to have no force and effect 90 days after its enactment, but may be re-enacted in whole or as amended in accordance with section 11.5.

VERIFIED

## 11 Enactment and Administration

### *Enactment of Laws*

- 11.1 A Law is enacted when approved by Council Resolution at a duly convened meeting after Council has complied with sections 6 to 9 above.

### *Administration*

- 11.2 Council shall perform all the duties and functions, and exercise all the powers of Chawathil that are not specifically assigned to an individual or body established under this Land Code.

### *Delegation*

- 11.3 Notwithstanding section 11.2, Chawathil Council may, by enacting a Law, delegate administrative authority to an individual or a body established or authorized under this Land Code.

### *Certification of Laws*

- 11.4 A quorum of Council shall sign the original copy of a Law or Council Resolution.

### *Amendments*

- 11.5 Any Chawathil Law may be repealed or amended by following the procedure set out in the provisions under which the Law was enacted.

### *Law Coming Into Force*

- 11.6 A Law comes into force on:
- (a) the date it is enacted; or
  - (b) such other reasonable date as may be set by Council Resolution or Law.

- 11.7 No Chawathil Law shall be set aside or be declared invalid by reason only that a Council member at the time the law was passed later ceases to be a member of Council.

- 11.8 The failure of any Council member to sign a validly passed Chawathil Law does not invalidate the law.

### *Publication*

- 11.9 All Laws shall be published in the minutes of Council meetings.

### *Posting Laws*

- 11.10 Within seven (7) days after a Law has been enacted, Council shall post a copy of the Law in the Chawathil administration office.

### *Register of Laws*

- 11.11 Council and the Lands Manager shall:

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- (a) ensure the registration in the Registry of all Laws, including those that have been repealed or are otherwise no longer in force, and including the Council Resolutions approving the Laws; and
- (b) ensure that copies of all of the Laws and Resolutions referenced in subsection 11.11(a) directly above are retained in the Chawathil Lands or Administration Office.

11.12 Any person may, during regular business hours, at the Chawathil administration office, have reasonable access to the Laws and Resolutions referenced in subsection 11.11(b).

*Copies for Any person*

11.13 Any person may obtain a copy of a Law or Council Resolution relating to Chawathil Lands upon payment of such reasonable fee, if any, as may be set by Council or the Lands Manager.

11.14 Despite subsection 11.13, Council may designate a Resolution as confidential and deny or regulate access to the Resolution for up to six (6) months if Council determines, in its sole discretion, that such a designation is necessary for legal reasons or to protect business interests.

## **12 Offences, Penalties and Enforcement**

12.1 Unless otherwise provided by a Law, the summary conviction procedures of Part XXVII of the Criminal Code apply to offences under this Land Code and offences under a Law.

12.2 Despite section 12:

- (a) A Law may provide for fines consistent with federal law, including fines of up to \$100,000 for violations for specified provisions of the Law;
- (b) A Law relating to environmental protection may include punishments at least equivalent in their effect to any standards established and punishments imposed by laws of the Province of British Columbia; and
- (c) A Law may provide for a variety of enforcement mechanisms including ticketing, stop work orders, administrative penalties, restorative orders, and fines.

12.3 Council may enact Laws respecting appointment of justices of the peace for the enforcement of this Land Code and Laws.

- (a) If no justice of the peace is appointed, this Land Code and Laws are to be enforced by a court of competent jurisdiction; and

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- (b) Council may enact Laws or develop policies to enable appropriate enforcement issues and disputes to be dealt with through community justice process.
- 12.4 Council may enact Laws to create ticketing processes or similar enforcement mechanisms or to incorporate such processes or enforcement mechanisms from provincial or local government sources.

### PART 3

## COMMUNITY CONSULTATION AND INVOLVEMENT

### 13 Community Consultation and Involvement

#### *Rights of Eligible Voters*

- 13.1 Each Chawathil First Nation Member who is at least 18 years of age is eligible to receive notice and to participate in Special Meeting of Members or comment processes as set out in this Land Code.

#### *Who may attend meetings*

- 13.2 All Chawathil Members have a right to attend Special Meeting of Members, but other persons may attend with the permission of the Council.

### PART 4

## PROTECTION OF LAND

### 14 Expropriation

#### *Limits on expropriation*

- 14.1 An Interest in Chawathil Lands, or in any building or other structure on those lands, may only be expropriated by Chawathil First Nation in accordance with the Framework Agreement and any land Law enacted for the purpose of establishing the rights and procedures for community expropriations.
- 14.2 An interest of Her Majesty the Queen in Right of Canada or the province in Chawathil Lands is not subject to expropriation by the Chawathil First Nation.
- (a) Council may only expropriate Interests in Chawathil Lands for a Community Purpose;

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- (b) After Council has notified all holders of legal Interests or Licenses of Chawathil's needs for the land or Interests or Licenses and of the proposed use;
- (c) After Council has made good faith efforts to try and acquire the Interest or License through negotiations;
- (d) If no other similar and suitable land is reasonably available;
- (e) In the smallest amount of land and for the shortest period of time necessary to reasonably meet the need for which the land or Interest is required by Chawathil;
- (f) After a Special Meeting of Members to identify whether the proposed use is sufficiently compelling to justify expropriation;
- (g) After Chawathil has paid fair market value or provided fair and reasonable replacement compensation for the expropriation; and
- (h) After all of the other relevant requirements set out in the Land Code or Chawathil Law have been followed.

*Expropriation laws*

14.3 Before proceeding to make any community expropriations in accordance with this Land Code, Council shall enact a Law respecting the rights and procedures for community expropriations, including provisions respecting:

- (a) the taking of possession of the Interest;
- (b) transfer of the Interest;
- (c) notice of expropriation and service of the notice of expropriation;
- (d) entitlement to compensation;
- (e) determination of the amount of compensation; and
- (f) the method of payment of compensation.

*Public report*

14.4 Before Chawathil First Nation decides to expropriate an Interest, it shall provide a written report to Members setting out the reasons justifying the expropriation.

*Acquisition by mutual agreement*

14.5 The right of Chawathil First Nation to expropriate can only be exercised after a good faith effort to acquire, by mutual agreement, the Interest in Chawathil First Land.

*Community approval*

14.6 In the case of an expropriation of a Certificate of Possession, the expropriation must first receive community approval by Ratification Vote.

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*Compensation for  
rights and interests*

14.7 Chawathil First Nation shall, in accordance with its laws and the Framework Agreement,

- (a) serve reasonable notice of the expropriation on each affected holder of the Interest to be expropriated; and
- (b) pay fair and reasonable compensation to the holders of the Interest being expropriated.

*Compensation  
calculations*

14.8 The total value of the compensation under this section will be based on the following:

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

*Market value*

14.9 The "market value" of an expropriated Interest is equal to the amount that would have been paid for the Interest if it had been sold on Chawathil Lands in an arm's length transaction by a willing seller to a willing buyer under no duress.

*Dispute Resolution*

14.10 The resolution of the following disputes shall be determined by the Dispute Resolution process set out in section 40:

- (a) disputes in relation to whether or not Council followed the expropriation requirements set out in the Land Code;
- (b) disputes concerning the right of a person who claims an Interest in expropriated Chawathil Lands to compensation; and
- (c) disputes concerning the amount of the compensation to be paid to the person who held an Interest in expropriated Chawathil Lands.

## **15 Voluntary Land Exchanges and Protections**

*Conditions for a land  
exchange*

15.1 The Chawathil First Nation may agree with another party to exchange a parcel of Chawathil Land and for a parcel of land from that other party in accordance with this Land Code and the Framework Agreement.

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*No effect*

15.2 A land exchange is of no effect unless it receives community approval by a Ratification Vote.

*Land to be received*

15.3 No land exchange may occur unless the land to be received in the exchange meets the following conditions:

- (a) it must be equal to or greater than the area of the Chawathil Lands to be exchanged;
- (b) it must be at least comparable to the appraised value of the Chawathil Lands; and
- (c) it must become a reserve and Chawathil Lands subject to this Land Code.

*Negotiators*

15.4 The persons who will have authority to negotiate a land exchange agreement on behalf of the Chawathil First Nation must be designated by Resolution.

*Additional land*

15.5 The Chawathil First Nation may negotiate to receive other compensation, such as money or one or more other parcels of land, in addition to the parcel referred to above which is intended to become a reserve. Such other parcels of land may be held by the Chawathil First Nation in fee simple or some other manner.

*Federal Consent*

15.6 Before the Chawathil First Nation concludes a land exchange agreement, it must receive a written statement from Canada clearly stating that Her Majesty in right of Canada:

- (a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as the Council may specify by Resolution or as provided by an agreement with Canada; and
- (b) consents to the manner and form of the exchange as set out in the exchange agreement.

*Community notice*

15.7 Once negotiations on the land exchange agreement are concluded, the Council shall provide the following information to eligible voters at least 30 days before the Ratification Vote:

- (a) a description of the Chawathil Land to be exchanged;
- (b) a description of the land to be received in the exchange;
- (c) a description of any other compensation to be exchanged;
- (d) a report of a certified land appraiser setting out that the conditions in section 15.3 have been met;
- (e) a copy or summary of the exchange agreement; and

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- (f) a copy of the consent referred to in section 15.6.

*Process of land exchange*

15.8 The land exchange agreement shall provide that:

- (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
- (b) the Council must pass a Resolution authorizing Canada to transfer title to the Chawathil Land being exchanged, in accordance with the exchange agreement; and
- (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nations Lands Register.

## PART 5

### ACCOUNTABILITY

#### 16 Conflict of Interest

*Application of rules*

16.1 The rules in section 16.2 apply to the following persons:

- (a) each member of the Council who is dealing with any matter before Council that is related to Chawathil Lands;
- (b) each person who is an employee of the Chawathil First Nation dealing with any matter that is related to Chawathil Lands;
- (c) each person who is a member of a board, Limited Liability Partnership corporation, economic development corporation, committee or other body of the Chawathil First Nation dealing with any matter that is related to Chawathil Lands.

*Duty to report and abstain*

16.2 Any person who has any interest, financial or otherwise, in the matter being dealt with that might involve the person or his or her immediate relatives:

- (a) shall disclose the interest to the Committee or the Council, or other body as the case may be; and
- (b) shall not take part in any deliberations on that matter or vote on that matter.

16.3 Section 16.2 does not apply to any interest that is held by a Member in common with every other Member, for example, a shared interest in any Community Land in any Reserve or part of a Reserve that is Chawathil Lands

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*Meeting of eligible voters*

16.4 If the Council is unable to vote on a proposed Law or Resolution due to a conflict of interest, the Council may refer the matter to a Special Meeting of Members and, a majority of the eligible voters present at the meeting may enact the land Law or land Resolution.

*Inability to act*

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

*Disputes*

16.6 Questions about whether a breach of this section has occurred may be referred to the Panel.

*Other laws*

16.7 For greater certainty, the Council may enact laws to further implement this section.

## 17 Financial Management

*Application*

17.1 This section applies only to financial matters relating to Chawathil Lands.

*Establishment of Bank accounts*

17.2 The Council shall maintain one or more financial accounts in a financial institution and shall deposit in those accounts:

- (a) transfer payments received from Canada for the management and administration of Chawathil Lands;
- (b) moneys received by Chawathil First Nation from the grant or disposition of any Interest or License in Chawathil Lands;
- (c) all fees, fines, charges and levies collected under a land law or land Resolution;
- (d) all capital and revenue moneys received from Canada from the grant or disposition of any Interests in Chawathil Lands; and
- (e) any other land revenue received by Chawathil First Nation.

*Signing officers*

17.3 The Council shall authorize at least four persons, one of whom shall be a designated cheque signor from Council, to sign cheques and other bills of exchange or transfer drawn on the account.

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17.4 All cheques in relation to land transactions and budgets shall follow Chawathil policies and laws for cheque requisitions, cheque signing and financial administration.

*Fiscal year*

17.5 The fiscal year of the Chawathil First Nation begins on April 1 of each year and ends on March 31 of the following year.

*Adoption of budget*

17.6 The Council shall, by Resolution, prior to the beginning of each fiscal year, adopt a land management budget for that fiscal year and may, if the Council deem it necessary in the course of the fiscal year, adopt supplementary budgets for that fiscal year.

*Procedure*

17.7 After adopting the land management budget or supplementary budget, the Council shall, without undue delay:

- (a) explain the budget or supplementary budget to the Members at an annual community meeting or other meeting of Members; and
- (b) make a copy of the budget or supplementary budget available at the administrative office of Chawathil First Nation for inspection by Members at reasonable hours.

*If no budget*

17.8 If the Council fails to adopt a land management budget for a fiscal year prior to the beginning of that fiscal year, the budget and any supplementary budgets of the previous fiscal year apply until a new budget is adopted.

*Budget rules*

17.9 The Council may make rules respecting the preparation and implementation of land management budgets.

*Expenditures*

17.10 The Council may not expend moneys related to land or commit itself, by contract or otherwise, to expend moneys related to Chawathil Lands, unless the expenditure is authorized by or under a law or an approved budget.

*Financial Policy*

17.11 The Chawathil First Nation may, in accordance with this Land Code, adopt a financial policy to further manage moneys related to Chawathil Lands.

## 18 Financial Records

*Financial records*

18.1 Chawathil First Nation shall keep financial records related to Chawathil Lands in accordance with generally accepted accounting principles.

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*Offences*

18.2 A person is guilty of an offence if the person:

- (a) impedes or obstructs anyone from exercising their right to inspect the financial records of Chawathil First Nation; or
- (b) has control of the books or account or financial records of Chawathil First Nation and fails to give all reasonable assistance to anyone exercising their right to inspect the financial records.

*Preparation of  
financial statement*

18.3 Within 120 days after the end of each fiscal year, the Council on behalf of the Chawathil First Nation shall prepare a financial statement for finances relating to Chawathil Lands in comparative form, containing at a minimum:

- (a) a balance sheet
- (b) a statement of revenues and expenditures and a comparison of these with the amounts stated in the land management budget and any supplementary budget; and
- (c) any other information necessary for a fair presentation of the financial position of Chawathil First Nation.

*Consolidated  
Accounting*

18.4 The accounting, auditing and reporting requirements of this Land Code may be done together with, and consolidated with, the other accounts, audits and reports of Chawathil First Nation.

## 19 Audit

*Appointment of  
Auditor*

19.1 For each fiscal year, a duly accredited auditor shall be appointed to audit the financial records of Chawathil First Nation relating to Chawathil Lands.

*Holding Office*

19.2 The auditor appointed under this section holds office until reappointed, or replaced.

*Vacancy in office*

19.3 Where a vacancy occurs during the term of an auditor, the Council shall, without delay, appoint a new auditor for the remainder of the former auditor's term.

*Remuneration*

19.4 The auditor's remuneration shall be fixed by the Council.

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*Duty of auditor*

19.5 The auditor shall, within 90 days after the end of the Chawathil First Nation's fiscal year, prepare and submit to the Council, a report on the Chawathil First Nation's financial statement, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of the Chawathil First Nation in accordance with generally accepted accounting principles applied on a basis consistent with that applied in the previous fiscal year.

*Access to records*

19.6 In order to prepare the report on the Chawathil First Nation's financial statement, the auditor may at all reasonable times inspect any financial records of the Chawathil First Nation and any person or body who administers money on behalf of the Chawathil First Nation.

*Explanation of Auditor's report*

19.7 The Council shall present the auditor's report to the Members at a meeting of Members.

## 20 Annual Report

*Publish annual report*

20.1 The Council, on behalf of the Chawathil First Nation, shall publish an annual report on Chawathil Lands issues within one month of receipt of the audit report.

*Contents*

20.2 The annual report will include:

- (a) an annual review of land management;
- (b) a copy and explanation of the audit as it applies to lands; and
- (c) any other matter as determined by the Council or Lands Committee.

## 21 Access to Information

*Access*

21.1 Any person may, during normal business hours at the main administrative office of the Chawathil First Nation, have reasonable access to the Register of laws;

*Copies for Members*

21.2 Any Member may obtain a copy of the auditor's report or annual report on payment of a reasonable fee set by or under Resolution of the Council.

*Access to records*

21.3 Any person authorized in writing by the Council may, at any reasonable time, inspect the financial records of Chawathil First Nation related to Chawathil Lands.

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## PART 6

### LAND ADMINISTRATION

#### 22 Lands Advisory Committee

*Lands Advisory Committee  
established*

22.1 The Lands Committee is hereby established to:

- (a) advise Council, the Land Manager, and Administration on the Chawathil Lands administration system;
- (b) draft and recommend laws, Resolutions, policies and procedures, to Chawathil Council respecting Chawathil Lands;
- (c) hold meetings of Members and other meetings to discuss Dispute Resolution issues relating to Chawathil Land and make recommendations to Council on the Resolution of such issues;
- (d) assist in the exchange of information between Members and Council regarding Chawathil Lands matters;
- (e) oversee other consultations under this Land Code;
- (f) review applications, requests and other information relating to proposed Interests or transactions involving Chawathil Lands;
- (g) advise Council on the granting of Interests under this Land Code; and
- (h) perform such other duties and functions as Council may direct.

*Development of land-related  
rules and procedures*

22.2 Within a reasonable time after this Land Code takes effect, the Lands Committee shall, in consultation with Members, ensure that laws, rules and procedures, as may be appropriate, are developed and recommended to Council to address the following matters:

- (a) environmental protection and assessment in relation to Chawathil Lands;
- (b) any outstanding issues on the resolution of disputes in relation to Chawathil Lands;
- (c) land development and land use planning and zoning;
- (d) section 39 respecting spousal separation and whether any change should be made to the policy upon which that section is based; and,
- (e) any other matter referred by Council.

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*Implementation of  
Policies*

22.3 The rules and procedures, once developed, shall be presented to the Council for consideration and implementation as policies, laws or amendments to this Land Code, whichever is most appropriate.

*Internal procedures*

22.4 The Lands Committee may establish rules for the procedure at its meetings and generally for the conduct of its affairs, not inconsistent with those established by this Land Code and the Council.

## **23 Membership of the Lands Committee**

*Composition*

23.1 The Lands Committee shall be composed of up to seven (7) members, all of who must be eligible voters.

23.2 Council may appoint one or two Councilors as non-voting members of the Committee.

23.3 The Lands Technical staff (Lands Coordinator) or Lands Manager shall be a non-voting member of the Committee.

*Eligibility to be Nominated  
as a Committee Member*

23.4 Any eligible voter, whether resident on or off Chawathil Lands, is eligible for appointment or election to the Lands Committee, except for the following persons:

- (a) any person convicted of an offence that was prosecuted by way of indictment; or
- (b) any person convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or wrongful conduct.

*Selection of Lands  
Committee members*

23.5 Council shall appoint the following individuals or family heads from the following positions or groups as the initial Lands Committee:

- (a) Lands Technical Staff as non-voting ex officio members;
- (b) Audrey George (Alternate- TBD);
- (c) Art Charlie (Alternate- TBD);
- (d) Joanne Hugh (Alternate- TBD);
- (e) Darryll Peters (Alternate- TBD);
- (f) Jonathan Thompson (Alternate- TBD);
- (g) Naomi John (Alternate- TBD); and

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- (h) Tami George (Alternate - TBD).

*Term*

23.6 The length of the term of office shall be set by Council.

*Vacancy on Lands  
Committee*

23.7 The seat of a member of the Lands Committee becomes vacant if the person, while holding office:

- (a) resigns;
- (b) is or becomes ineligible to hold office under section 23.4;
- (c) transfers his or her of Membership to another First Nation; or
- (d) is absent for 3 consecutive meetings of the Lands Committee for a reason other than illness or incapacity, and without being authorized in writing to do so by the chair of the Lands Committee.

*Vacancy in term*

23.8 Where a seat becomes vacant, Council will appoint a replacement Committee member as soon as possible.

## 24 Chairperson of the Lands Committee

*Chairperson*

24.1 The Chairperson of the Lands Committee shall be alternated between the Committee members every six (6) months or as otherwise determined by the Council, with the Lands Manager keeping track of whose turn it is to be the Chairperson.

24.2 The First Chairperson of the Committee shall be the Lands Portfolio holder from Council.

*Alternate Chairperson*

24.3 The Council will appoint an alternate Chairperson at the same time the first Chairperson and any future Chairpersons are appointed.

*Functions of  
Chairperson*

24.4 The duties of the Chairperson are to:

- (a) Chair meetings of the Committee;
- (b) Works with the Lands Manager to ensure that there is an agenda prepared and circulated to Committee members in advance of each meeting and that the agenda is followed, as amended, if necessary, at each meeting; and
- (c) Perform such other duties as Council or the Committee may reasonably prescribe.

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## 25 Lands Manager

*Council shall appoint Land Manager*

25.1 Subject to available funding, Council shall:

- (a) appoint or hire a Lands Manager,
- (b) ensure that Chawathil maintains a Lands Manager, and
- (c) ensure that the Lands Manager receives adequate and ongoing training.

*Functions of Land Manager*

25.2 The functions of the Land Manager include:

- (a) Administering Chawathil Lands in accordance with this Land Code and Chawathil Laws;
- (b) Preparing or signing off forms and written instruments for use in Registering Interests;
- (c) Receiving and reviewing for technical compliance forms and written instruments relating to Chawathil Lands as submitted under this Land Code or Chawathil Laws;
- (d) Registering forms and written instruments if they comply with this Land Code and Chawathil Laws;
- (e) Reviewing documents, forms or written instruments relating to the proposed approval of any of these by Council which would have formerly been carried out by her Majesty the Queen in Right of Canada in relation to Chawathil Lands;
- (f) Maintaining and protecting records in relation to Chawathil Lands;
- (g) ensuring the preparation of financial statements as required under this Land Code, including the revenues and expenditures concerning Chawathil Lands;
- (h) Working with administration, Council and the auditor to ensure that the audited annual financial statements are prepared and presented in accordance with this Land Code;
- (i) Preparing and presenting reports regularly and as required by this Land Code or by Laws, or as requested by Council; and
- (j) Carrying out other related duties requested or required by Chief & Council, this Land Code or related Laws.

## 26 Revenue from Lands

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*Determination of  
Fees, and rent*

- 26.1 The Lands Committee shall, establish the process and recommend any Laws, rules and policies for approval by Council for determining:
- (a) the fees and rent for Interests in Community Land or, where appropriate, CP lands;
  - (b) the fees for services provided in relation to any Chawathil Lands; and,
  - (c) the fees and royalties to be paid for the taking or use of Natural Resources from Chawathil Lands.

## **27 Registration of Interests**

*Registration and Enforcement  
of Interests*

- 27.1 An Interest or License in Chawathil Lands created or granted after this Land Code takes effect is not enforceable unless it is registered in the Registry.
- 27.2 Every person who purports to receive, assign, encumber, transfer or deal with an Interest or License in Chawathil Land shall bring or send an original copy of the relevant written instruments and documents to the Chawathil Lands Office for review and Registration.

*Registration of  
Consent or approval*

- 27.3 A written instrument granting an Interest or License in Chawathil Land that requires the consent of the Council, or community approval by Ratification Vote, shall not be Registered without a certificate issued by the Lands Manager indicating that the applicable consent or approval has been obtained.
- 27.4 A written instrument registered in the Registry which does not include the certificate referred to in clause 27.3 is void.

*Duty to deposit*

- 27.5 Provided that the Chawathil Lands Office receives a registerable copy of the following written instruments, the Lands Manager shall ensure that a copy of the following written instruments is Registered in the Registry:
- (a) any grant of an Interest or License in Chawathil Lands;
  - (b) any transfer or assignment of an Interest or License in Chawathil Lands;
  - (c) every land use plan, subdivision plan or resource use plan; and
  - (d) this Land Code and any amendment to this Land Code.

## **28 Unofficial Duplicate Lands Register**

**VERIFIED**

*May maintain  
duplicate register*

- 28.1 The Council may direct the Lands Manager to maintain an unofficial Duplicate Land Register in the same form and with the same content as the First Nations Land Registry but any such duplicate Land Register is unofficial and has no legal validity or liability associated with it.

## PART 7

### INTERESTS IN LAND

#### 29 Limits on Interests

*All dispositions  
in writing*

- 29.1 An Interest or License in Chawathil Lands may only be created, granted, disposed of, assigned or transferred by a written instrument made in accordance with this Land Code.

*Standards*

- 29.2 The Council may establish mandatory standards, criteria and forms for Interests in Chawathil Lands.

*Improper  
Transactions void*

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

*Non-Members*

- 29.4 A person who is not a Member may only hold a lease, license or Life Estate in Chawathil Lands.

*Grants to non-Members*

- 29.5 The written consent of the Council by Resolution must be obtained for any grant or disposition of a lease or license in Chawathil Lands to a person who is not a Member.

*No Development without Permits or Authorization*

- 29.6 Subject to any Law with more specific provisions, all of the following are prohibited without a Permit or authorization from Chawathil:
- (a) subdivision,
  - (b) stratification or other division of legal Interests in lands or structures into strata units, sub-leases or shares,

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- (c) development of any kind,
- (d) installation of roads, intersections, rip-rapping, erosion control, dyking, sewer, water, and other infrastructure,
- (e) construction, alteration, renovation, enlargement, addition, demolition or removal of industrial, commercial or residential structures, including the installation, demolition or removal of signs, swimming pools and decks,
- (f) anything that puts structures or people at risk within the flood plain or increases flood risks;
- (g) anything that takes place in or within 30m of a water body or fish habitat;
- (h) deposit or removal of more than 10 m<sup>3</sup> (approximately one dump truck load) of clean, non-polluted soil, gravel or other materials per year per parcel of land; and
- (i) cutting, removal or alteration of any tree.

### 30 Existing Interests

*Continuation of Existing Interests*

30.1 Any validly granted and registered Interest or License in Chawathil Lands that existed when this Land Code takes effect will, subject to this Land Code, continue in force in accordance with its terms and conditions.

### 31 Community Lands

*Lands are Community Lands*

31.1 All Chawathil Lands are Community Lands subject to any CPs validly in existence at the time the Land Code comes into effect and any CPs issued in accordance with this Land Code.

### 32 New Interests

*Authority to make Dispositions and grant Interests, Licenses and authorizations*

32.1 Subject to section 6 and section 33.5, the Council may grant, on behalf of Chawathil:

- (a) Interests and Licenses in Community Lands, including Certificates of Possession, leases, permits, easements, statutory rights-of-way and rights-of-ways;
- (b) Interests or Licenses to carry out activities or occupy Community Lands;

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- (c) Interests or Licenses in a CP but only with the written consent of each CP-holder registered on that CP; and
- (d) Certificates or other documentation to confirm ownership or another type of Interests in a home, structure or Interests;
- (e) Permits, Easements, statutory rights-of-way and any Interests or License for utilities for Chawathil Reserve Lands;
- (f) Interests or Licenses to take Natural Resources from Community Lands, including cutting timber or removing minerals, stone, sand, gravel, clay, soil, water or other substances;
- (g) Consent for mortgages; and
- (h) Any other Interest, License or authorization permitted under the Act, this Land Code or Chawathil law.

*Conditional grant*

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

### **33 Allocation of Land**

33.1 The Council may allocate a lot from available Chawathil Lands to a Member in accordance with this Land Code and Laws, policies and procedures established by the Council.

33.2 Council may grant:

- (a) an Allotment to a Member for Residential Use by Council Resolution; and
- (b) an Allotment to a Member for Non-Residential Use only after holding a Ratification Vote.

33.3 Any law or policy relating to Allotments for Residential Use and any decision to grant an Allotment for Residential use shall include:

- (a) a maximum lot size which shall not be greater than 2024 square metres or half an acre;
- (b) a fair process to ensure that Members who meet criteria and do not yet have an Allotment or CP have an opportunity to apply for one; and
- (c) an assessment of whether hook-up, servicing, or other fees are required to cover or offset expenses incurred by Chawathil in acquiring or developing the lot.

33.4 No Special Meeting of Members or community approval is required for:

- (a) the allocation of or Allotment of lots to Members for Residential Use;

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- (b) the issuance of CPs to Members in accordance with legal requirements or court orders; or
- (c) The granting of Life Estates.

*No allocation of lots  
to non-Members*

33.5 A person who is not a Member is not entitled to be allocated a lot or to hold a CP or permanent Interest or License in Chawathil Lands.

*Issuance of CP*

33.6 Subject to any limits or conditions set out in the granting of an allocation, the Council shall direct the Lands Manager to issue a CP to a Member for a lot allocated to that Member.

### **34 Traditional Holdings**

*Requirement to develop  
Laws or policies for  
Traditional Holdings*

34.1 Council shall work with the Lands Manager, the Committee and Members to develop, within two years of the date this Land Code comes into effect, Laws or policies to set out options for respecting and taking into account Traditional Holdings in the development of Community Lands.

### **35 Transfer and Assignment of Interests; Sub-Interests**

*Transfer of CPs*

35.1 Subject to this Land Code and First Nation laws, a Member who is the sole holder of a Certificate of Possession may transfer, devise, or will their CP to one or more Members without community approval or the consent of the Council.

- (a) A Member who is a joint or shared holder of a CP may also transfer, devise or will their CP to one or more Members without community or approve or the consent of Council provided that each lawful possessor of the Allotment signs off on the written document.

*Granting of Sub-Interests*

35.2 Subject to this Land Code and Chawathil laws, a Member or Members holding a CP may grant, transfer, devise, or transfer or grant by way of a matrimonial real property agreement, a leasehold, Life Estate, easement, permit, license in those lands by a written document registered in the Registry provided that:

- (a) The Member or Members are the sole lawful possessor of the Allotment or that any other Member with an interest in the Allotment states in writing that they do not oppose the granting of the sub-Interest;

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- (b) There is a proper legal description of the lands, and if required, the lands have been surveyed and the survey Registered or recorded in the Registry;
- (c) The Member receives a letter from the Lands Manager or, if required by Law or regulation, a Council Resolution, stating that the sub-Interest complies with this Land Code and all Chawathil laws, Land Use Plans and bylaws;
- (d) The term of any sub-interest based on a lease does not exceed the term of the lease; and
- (e) The Member states in writing that the terms of the document creating the sub-Interest will not violate any agreement with a person who has, or will have, an interest in the lands affected, or any portion thereof, or the Member has obtained the written consent of the other interest holder or holders.

35.3 A Member who is the sole holder of a CP may grant a lease, Life Estate, easement, permit or License sub-Interest to himself or herself.

- (a) A Member who holds a joint or shared interest in a CP, may only grant an Interest to himself under this subsection 35.3 if all other Members listed on the CP state in writing that they do not oppose the granting of the sub-Interest.

*Does not include  
Natural Resources*

35.4 Unless explicitly specified in the grant, transfer or testamentary disposition, leases, easements, permits, licenses and other Interests and sub-Interests, do not create or include any rights to Natural Resources.

*Limits on Life Estates*

35.5 Unless explicitly specified in the grant, transfer or testamentary disposition creating the Life Estate, a Life Estate does not create or include any rights to:

- (a) Natural Resources;
- (b) create or transfer any sub-Interests; or
- (c) to receive rents or other revenues from the home, Allotment or CP.

*Consent of Council*

35.6 Except for the transfers under section 35.1 and 35.3, and transfers that occur by operation of law,

- (a) there shall be no transfer or assignment of an Interest or License in Chawathil Lands without the written consent of the Council; and
- (b) the grant of an Interest or License is deemed to include section 35.6 (a) as a condition on any subsequent transfers or assignments.

**VERIFIED**

## 36 Mortgages

### *Protections*

36.1 Subject to this Land Code, section 29, section 87 and subsections 89(1) and (2) of the Indian Act continue to apply to Chawathil Lands.

### *Mortgage of CP*

- 36.2 Except for a mortgage of a Member's Lease to himself or herself under section 35.3, the interest of a Member in Chawathil Lands may be subject to a mortgage or charge only with the written consent of the Council by Resolution.
- 36.3 The holder of an Allotment who has granted himself or herself a Leasehold under section may grant a Mortgage of this Leasehold to any person.
- 36.4 Subject to this Land Code and any Laws, a Mortgage in a parcel of Chawathil Lands may be granted by Registered document provided that:
- (a) the land is:
    - (i) Community Lands,
    - (ii) a CP in the sole lawful possession of the Member granting the Mortgage or,
    - (iii) a CP, which is jointly held and every Member whose name is Registered on the CP signs off on the written document.
  - (b) the granting of the Mortgage and the terms of the Mortgage are permitted by the provisions of the CP;
  - (c) there is a proper legal description of lands that are to be subject to the Mortgage and, if required, the lands have been surveyed and the survey Registered;
  - (d) the Mortgage term does not exceed the duration of the leasehold;
  - (e) Council approves the mortgage by Resolution; and
  - (f) Chawathil has a right to receive copies of any notice, default, or foreclosure proceedings.

### *Rights of Mortgagees*

36.5 A Leasehold in Chawathil Lands, including allotted lands, that is held by an Indian as that term is defined in the Indian Act, is subject to charge, pledge, mortgage, attachment, levy, seizure, distress, and execution, and the mortgagee has all the same legal and equitable rights it would have had if the Leasehold were held by a non-Indian and, for greater certainty, the mortgagee has a right of access onto Chawathil Lands and onto the leasehold lands if necessary to deal with seizure, forfeiture or any related matter.

36.6 A Leasehold in Chawathil Lands is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution by a mortgagee.

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- 36.7 The holder of a Permit, License or Easement cannot grant a Mortgage unless approved by Council by Resolution.
- 36.8 Neither Chawathil, Council, the Chawathil Lands Office, nor the Chawathil Lands Manager shall be responsible or liable for ensuring that the Interest being mortgaged permits a mortgage, is in good standing, or that its terms have been complied with.

*Default in mortgage*

- 36.9 In the event of default in the terms of a charge or mortgage of a leasehold interest, the leasehold interest is not subject to possession by the charge or mortgagee, by way of foreclosure, power of sale or any other form of execution or seizure, unless:
- (a) required under this Land Code, the charge or mortgage received the written consent of the Council; and
  - (b) the charge or mortgage was Registered in the Registry.

*Power of redemption*

- 36.10 If the Council exercises a power of redemption with respect to a leasehold interest, the Chawathil First Nation becomes the lessee of the land and takes the position of the charger or mortgagor for all purposes after the date of the redemption.

### 37 Trespass

*Trespass*

- 37.1 Any person, who resides on, enters or remains on Chawathil Lands other than in accordance with a residence or access right under this Land Code or any applicable Chawathil Law, policy or Interest, is guilty of an offence.

*Civil remedies for Trespass*

- 37.2 All civil remedies for trespass are preserved.

### 38 Transfers on Death

- 38.1 A Member who claims to be entitled to an allotment or CP by testamentary disposition or succession pursuant to the Indian Act is not entitled to such allotment until:
- (a) such Member has filed with Council, or such person or body as may be designated by Council, an instrument in a form prescribed by Council, duly executed by the personal representative of the estate of the deceased Member transferring such allotment to the Member; and

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- (b) the instrument referred to in subsection (a) is Registered in the Registry.
- 38.2 A Member who purchases an allotment or CP pursuant to subsection 50(2) of the Indian Act is not entitled to such allotment until:
- (a) the purchaser has filed with Council or the Lands Manager, an instrument in a form prescribed by Council, duly executed by the person authorized under the Indian Act to execute a transfer of an Allotment acquired pursuant to section 50(2) of the Indian Act; and
  - (b) the instrument referred to in subsection (a) is registered in the FNLRS.

### 39 Spousal Property Law

#### *Development of rules and procedures*

- 39.1 The Council shall work with the Committee and their lands lawyer to determine whether to enact a spousal property law providing rules and procedures applicable on the breakdown of a marriage, to:
- (a) the use, occupancy and possession of family homes or CPs within Chawathil Lands; and
  - (b) the division of assets relating to those Interests.

#### *Enactment of rules and procedures*

- 39.2 The rules and procedures contained in the spousal property law shall be developed by the Lands Committee in consultation with the community.

#### *Enactment deadline*

- 39.3 Council shall make a written determination under section 39 within 12 months from the date this Land Code takes effect.

#### *General principles*

- 39.4 If Council determine that Chawathil would benefit from passing a spousal property law, the rules and procedures developed by the Lands Committee under this Part must respect the following general principles:
- (a) each spouse should have an equal right to possession of their matrimonial home;
  - (b) the best interests of any children of the marriage shall be taken into account;
  - (c) the rules and procedures shall not discriminate on the basis of sex; and
  - (d) only Members are entitled to hold a CP or a permanent interest in Chawathil Lands or a charge against a CP or permanent interest in Chawathil Lands.

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*Interim law*

- 39.5 Council may enact an interim spousal property law at any time within the twelve (12) month period set out in section 39.3.
- 39.6 An interim law enacted under section 39.5 will be deemed to be re-appealed twelve (12) months after the coming into force of this land code but may be reenacted in whole or as amended, in accordance with this Part.

## PART 8

### DISPUTE RESOLUTION

#### 40 Adjudicator of Disputes

*Informal Resolution of Disputes*

- 40.1 Chawathil intends that whenever possible, a dispute in relation to Chawathil Lands will be resolved through informal discussion by the parties to the dispute and nothing in this part will be construed to limit the ability of the parties to a dispute to settle a dispute without recourse to this Part.
- 40.2 Chawathil further intends that whenever possible, a dispute in relation to Chawathil Lands that is not resolved by informal discussions by the parties to the dispute be resolved through voluntary participation of the parties to the dispute in a tribal or alternate justice forum.

*Adjudicator Established*

- 40.3 The office of the Adjudicator is hereby established to hear and resolve disputes in relation to Chawathil Lands in accordance with the Land Code and relevant Chawathil Laws and policies.
- 40.4 The Adjudicator will be a Barrister and Solicitor and a member of the British Columbia Bar who is independent of the parties to a dispute and to other Interests in the dispute.

#### Dispute Resolution Procedure

*Disputes*

- 40.5 The parties to a dispute in relation to Chawathil Lands, after demonstrating they have made efforts to resolve the dispute under sections 40.1 to 40.2, may notify Council that they wish to refer the dispute to the Adjudicator for resolution.

*Prior Disputes*

- 40.6 Disputes that originated before this Land Code comes into effect may be referred to the Adjudicator.

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*Council to Appoint*

40.7 Council will appoint the Adjudicator in a timely manner as required to settle any dispute.

*Optional Process*

40.8 Referral of a dispute to the Adjudicator is optional and all other civil remedies continue to be available to all parties to the dispute.

*Application Procedure*

40.9 Referral of a dispute to the Adjudicator will be made in accordance with procedures established by Council in consultation with the Committee.

*Limitation Period*

40.10 The limitation period for referring a dispute to the Adjudicator is:

- (a) Thirty days after the day the decision, act or omission that is the subject of the dispute occurred;
- (b) In the case of historic grievances not involving INAC, within twelve months of the Effective Date of this Land Code; and
- (c) For any other disputes, within twelve months or such other reasonable time period as Council may decide by Resolution on the merits of each situation.

*Duty to Act Impartially*

40.11 The Adjudicator will act impartially and without bias or favour to any party in a dispute.

*Offense*

40.12 It is an offense for a person to act, or attempt to act, in an improper way to influence the decision of the Adjudicator.

*Rejection of Application*

40.13 The Adjudicator may refuse to hear or decide an application:

- (a) If, regardless of whether a person has been found to have committed an offence under section 40.12, the Adjudicator reasonably concludes that the applicant acted, or attempted to act, in a way to improperly influence the Adjudicator's decision; or
- (b) One or more of the parties refuse to accept the Adjudicator's proposal to retain professionals who are, in the reasonable opinion of the Adjudicator, required to resolve the dispute.

**Powers of Adjudicator**

*Power of Adjudicator*

40.14 The Adjudicator may, after hearing a dispute:

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- (a) Confirm or reverse the decision in dispute, in whole or in part;
- (b) Substitute his or her own decision for the decision in dispute;
- (c) Direct that an action be taken or ceased;
- (d) Refer the matter or dispute for reconsideration by the decision-maker; or
- (e) Refer the matter to a tribal or other forum.

40.15 The Adjudicator has the authority to order one, both or all of the Parties to pay some or all of the costs of the adjudication process, including but not limited to the costs of the Adjudicator and any professionals retained, taking into account:

- (a) The reasonableness of the Parties in their positions;
- (b) The conduct of the Parties;
- (c) The result of the adjudication;
- (d) The use of professional services; and
- (e) Any other relevant factor.

40.16 An order from an Adjudicator may be entered into court and enforced through the court.

### **Adjudication Procedures**

#### *Rules of Adjudicator*

40.17 The Adjudicator may, consistent with this Land Code, establish rules for procedure at its hearings and for the general conduct of proceedings.

#### *Professional Services*

40.18 Prior to retaining the services of any professionals to assist in fulfilling his or her functions, the Adjudicator will notify the Parties to the dispute of the proposed professionals and their estimated services and costs.

40.19 Upon agreement of the Parties, the Adjudicator may retain the services of professionals to assist in fulfilling his or her functions, in which case they will make best efforts to use professional services available in the community who do not have a conflict of interest.

#### *Decisions*

40.20 The Adjudicator will give written reasons for a decision and will sign the written reasons.

40.21 Section to section 40.22 (Appeal of Decision), a decision of the Adjudicator is binding.

#### *Appeal of Decision*

40.22 Subject to any exception established by a Law, a decision of the Adjudicator may be appealed to a court of competent jurisdiction.

**VERIFIED**

*Costs*

40.23 Unless otherwise ordered by the Adjudicator or an appellate court, the parties to a dispute will bear their own costs and an equal share of the costs of adjudication process.

40.24 For greater certainty, Chawathil will not be liable or responsible for the costs of any dispute resolution process where Chawathil is not a party.

*Alternate Forums*

40.25 Nothing in this part precludes Council or the Committee from establishing additional processes for resolving disputes under this Part, which processes may include facilitated discussion, mediation, arbitration, or referral to a tribal or other forum.

## PART 9

### OTHER MATTERS

#### 41 Liability

*Liability Coverage*

41.1 The Council shall arrange, maintain and pay insurance coverage for its officers and employees, and, if necessary Committee members, engaged in carrying out any matter related to Chawathil Lands to indemnify them against personal liability arising from the performance of those duties.

#### 42 Offences

*Application of the Criminal Code*

42.1 Unless some other procedure is provided for by a law, the summary conviction procedures of Part XXVII of the Criminal Code, as amended from time to time, apply to offences under this Land Code or under Chawathil Law.

42.2 Any person who commits an offence under this Land Code or a related Chawathil Law is liable to a fine not to exceed \$5,000 and to a term of imprisonment not to exceed six months or to both fine and imprisonment, provided however, that offences related to Chawathil environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

42.3 A Chawathil Law may provide for a penalty which is different than the penalties referred to in clause 42.2.

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42.4 A Chawathil Law may provide for a variety of enforcement mechanisms including but not limited to ticketing, stop work orders, restorative orders, and fines.

### **43 Revisions and Amendments to Land Code**

43.1 This Land Code may be amended from time to time.

43.2 Council may make minor revisions or amendments to this Land Code by passing a Resolution.

43.3 A Ratification Vote is not required for revisions or amendments made to this Land Code by Council Resolution that do not change the substance, including, but not limited to:

- (a) an amendment of the description of Chawathil Land subject to the Land Code and Individual Agreement;
- (b) a reference in this Land Code to a clause in another Act, Law or document that was amended and resulted in clause renumbering;
- (c) a reference in this Land Code to an Act or Law or parts thereof that have expired, have been repealed or suspended;
- (d) changes in this Land Code as are required to reconcile seeming inconsistencies with other Acts or Laws;
- (e) minor improvements in the language as may be required to bring out more clearly the intention of the Chawathil First Nation without changing the substance of the Land Code; and
- (f) correcting editing, grammatical or typographical errors.

43.4 Any eligible voter may propose to Council an amendment of this Land Code.

43.5 If a group of over twenty percent (20%) of Eligible Voters sign a valid petition formally requesting a Ratification Vote on an amendment to this Land Code, Council must hold a Ratification Vote on the amendment set out in the Petition.

43.6 For major amendments and amendments by petition as set out in section 43.5:

- (a) a Ratification Vote must be held;
- (b) Council or the Lands Manager will provide written notice to Members at least thirty (30) days before the date of the Ratification Vote; and
- (c) the Land Code will be deemed to be amended if the Ratification Vote is successful according to the thresholds and requirements set out in the definition of Ratification Vote.

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## 44 Ratification and Coming into Force

### *Ratification*

- 44.1 This Land Code and the Individual Agreement will be ratified if:
- (a) in a vote carried out under the Community Ratification Procedures:
    - (i) a majority of the registered Eligible Voters who register to vote, vote in favour; and
    - (ii) the total number of “yes” votes is at least twenty-five percent (25%) plus one (+1) of the total number of all Eligible Voters; and
  - (b) This Land Code has been certified by the Verifier in accordance with the Framework Agreement.

### *Operational Date*

- 44.2 This Land Code shall come into force on the later of the date:
- (a) the Individual Agreement is executed on behalf of Canada; and
  - (b) that is ninety (90) days after the Land Code is certified by the Verifier.
- 44.3 The Verifier shall provide documentation to Chawathil and Canada confirming the date upon which this Land Code has come into force.

**VERIFIED**

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