



Scowlitz First Nation

LAND CODE

[January 7, 2016]

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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.

Colleen R. Deck

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For Certification

[Signature]

Colleen R. Deck No. 2014-0635
Commissioner for Taking Affidavits
for British Columbia
Expiration: May 31, 2017

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[Signature]

SCOWLITZ FIRST NATION LAND CODE

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PART 1 PRINCIPLES

Scowlitz Aboriginal Title

- 1.1 The Scowlitz People have occupied, used and shared with other Stó:lō our lands, waters and resources since time immemorial and have never surrendered or relinquished aboriginal title.

Scowlitz Authority to Govern

- 1.2 By enacting this Land Code, Scowlitz exercises its inherent right to govern that part of S'ó1h Téméxw (our lands) which has been designated as Scowlitz reserve land within the meaning of the *Indian Act*, R.S.C. 1985, c 1-5.
- 1.3 The authority of Scowlitz to govern its land and resources flows from:
- (a) The Creator to the Scowlitz people;
 - (b) The Scowlitz people to the Council according to the culture, traditions, customs and laws of Scowlitz; and
 - (c) Scowlitz's inherent right of self-government and its other aboriginal rights, including aboriginal title.

Respect for Stó:lō Heritage, Culture and Traditions

- 1.4 Using this Land Code, Scowlitz will continue to carry out its responsibility to protect and manage the land and her resources for future generations in accordance with Stó:lō heritage, culture and traditions, while allowing for the evolution of modern expressions of that heritage, culture and tradition.

Legal Title held by Canada for Purposes of Land Code

- 1.5 Scowlitz acknowledges that, subject to section 2.9 (non-derogation of aboriginal rights and title), for the purposes of this Land Code, legal title to Scowlitz reserve land continues to be held for Scowlitz's use and benefit by Her Majesty the Queen in Right of Canada.

PART 2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Land Code, unless the context does not permit, these words have the following meanings:

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

“Allotment” means an interest in Scowlitz Reserve Lands granting a Member possession of a part of Scowlitz Reserve Lands under Part 9 of this Land Code or, prior to the date this Land Code comes into force, pursuant to section 20 of the *Indian Act*;

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

“Chief” means the appointed Chief of Scowlitz who is designated to be the Chief;

“Child” includes the natural offspring of an individual, and any person less than 18 years of age who has been adopted legally or by Stó:lō custom;

“Common-law Marriage” means the union of two individuals who, though not married to each other, have lived together as Spouses for a period of not less than five years;

“Committee” means the Land Management Advisory Committee established in Part 6;

“Community Lands” means any Scowlitz Reserve Lands in which no Allotment to a Member has been made or affirmed or no CP issued or affirmed by this Land Code or under the *Indian Act*,

“Community Purpose” means a purpose which is intended to provide a facility, benefit or support for the Members or persons residing on Scowlitz Reserve Lands and may include public works, utility or transportation corridors, institutional or recreational, or similar vital purposes;

“Council” means the elected or appointed governing body of Scowlitz;

“Council Resolution” means a formal, written motion passed by a quorum of Council at a duly constituted meeting of Council;

“Easement” means a non-exclusive interest in Scowlitz Reserve Lands granted under Part 9 of this Land Code or, prior to the date of this Land Code, under the *Indian Act*, giving the grantee the right to use the land of another for a right of way or to provide utility or other services to the land of the grantee, and is limited to only such interest as is necessary to give effect to the Easement granted;

“Eligible Voter” means a Member who, as of the date of a Ratification Vote or other vote provided for in this Land Code, has attained the age of eighteen years;

“Framework Agreement” means the Framework Agreement on First Nation Land Management entered into between the Government of Canada and fourteen Indian Bands on February 12, 1996, as amended;

“Immediate Family” means, in respect of an individual, that individual’s parents, grandparents, sisters, brothers, grandchildren, Child or Spouse;

“Individual Agreement” means the agreement entered into between Scowlitz and the Government of Canada pursuant to section 6(3) of *the Act* and Section 6.1 of the Framework Agreement;

“Interest” means an interest in Scowlitz Reserve Lands, including an Allotment, CP, certificate, Easement, Lease, Life Estate, Mortgage, Permit, Right-of-Way, Statutory Right-of-Way, Sublease and all other interests in land that may be issued or confirmed under this Land Code, but not including a License;

“Land Code” means this Scowlitz Land Code;

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“Lands Governance Director” means the Scowlitz First Nation employee or contractor responsible for the day-to-day administration of Scowlitz Reserve Lands;

“Land Use Plan” means a formal plan addressing land use and other factors related to the use or development of Scowlitz Reserve Lands;

“Law” means a law or regulation enacted under this Land Code but does not include a Council Resolution that does not comply with the requirements set out in this Land Code;

“Lease” means a written agreement granting a Leasehold;

“Leasehold” means an interest in Scowlitz Reserve Lands granted under this Land Code or, prior to the date of this Land Code, under the *Indian Act*, including a Sub-lease, unless otherwise specified, giving a person the exclusive right of use and possession of the lands, upon agreed conditions, for a specified time, calculated by including any renewal or extension period;

“License” means a right to use or occupy Scowlitz Reserve Lands or to carry out a use or activity on Scowlitz Reserve Lands as granted under this Land Code, which may include a right to develop or extract specified Natural Resources from a specified parcel of Scowlitz Reserve Lands but which does not grant exclusive possession of Scowlitz Reserve Lands;

“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 not transferable and cannot exceed the life of the person;

“Majority” means fifty percent plus one (50% + 1);

“Member” means a person who meets the requirements of Membership in the Scowlitz Membership Code and whose name is shown on the Scowlitz Membership list;

“Minister” means the Minister of Indigenous and Northern Affairs Canada, as the representative of Her Majesty the Queen in Right of Canada;

“Mortgage” means a charge on an Interest in Scowlitz Reserve Lands in favour 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 Scowlitz Reserve Lands which, when removed, have economic or other value;

“Permit” means a limited authorization or an interest in a specified area of Scowlitz Reserve Lands other than a Leasehold, Easement or License, granted under Land Code or, prior to the date of this Land Code, the *Indian Act*, giving a person the right to use a specified area of Scowlitz Reserve Lands for a specified purpose or to carry out a specified use 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;

“Person” includes a corporation, partnership or party, and the Personal or other legal representatives of a Person to whom the context can apply according to law;

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“Ratification Vote” means a vote carried out in relation to this Land Code in a manner consistent with Part 4;

“Register” or “Registration” means to submit a document or Interest or License to the Registry or, if permitted under this Land Code, a Law or Council Resolution;

“Registry” means the First Nation Lands Register System established by Canada in accordance with clause 51.1 of the Framework Agreement and maintained by the Minister in Ottawa, Ontario;

“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 Scowlitz laws including laws for home-based businesses;

“Spouse” means an individual who is married to another, whether by custom, religious or civil ceremony, and includes a Spouse by Common-law Marriage;

“Sub-Lease” means a portion or sub-interest of that Interest held under Lease;

“Scowlitz First Nation” and “Scowlitz” means the collective of those individuals who recognize each other as Members of a community traditionally connected to Scowlitz Reserve Lands, and which is also a First Nation within the meaning of the Framework Agreement;

“Scowlitz Lands Office” means the department established by Council to manage Scowlitz Reserve Lands;

“Scowlitz Reserve Lands” means that are subject to this Land Code are the lands as described in the Individual Agreement and any lands added in compliance with this Land Code. This includes:

- (a) Scowlitz Indian Reserve No. 1, Williams Indian Reserve No. 2 and Squawkum Creek Indian Reserve No. 3;
- (b) In the future portions of Scowlitz Indian Reserve No.1, Williams Indian Reserve No. 2 and Squawkum Creek Indian Reserve No. 3 that are excluded from this application to this Land Code and in the Individual Agreement, once the issue causing these exclusions are resolved and written confirmation is provided by the Minister;
- (c) Lands set apart by Canada in the future as lands reserved for the use and benefit of Scowlitz First Nation within the meaning of subsection 91(24) of the *Constitution Act*, 1867 and subsection 2(1) of the *Indian Act*;
- (d) Reserve lands jointly for the use and benefit of Scowlitz and one or more other First Nations if the First Nations agree upon a joint management scheme for those lands;

the water, beds underlying the water, riparian rights, minerals and subsurface resources and all other renewable and non-renewable natural resources in and of the lands described in (a) to (d) directly above to the extent that those resource are under the jurisdiction of Canada or Scowlitz; and

all the interests and licenses granted or confirmed to Scowlitz by Her Majesty in Right of Canada listed in the Individual Transfer Agreement; and

“Verifier” means a verifier appointed in accordance with clause 8.1 of the Framework Agreement

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Interpretation

2.2 In this Land Code:

- (a) the use of the word "shall" denotes an obligation that, unless this Land Code provides to the contrary, must be carried out as soon as practicable after this Land Code comes into effect or the event that gives rise to the obligation;
- (b) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";
- (c) headings and subheadings are for convenience only, do not form a part of this Land Code and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Land Code;
- (d) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- (e) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;
- (f) unless it is otherwise clear from the context, the use of the masculine includes the feminine and the use of the feminine includes the masculine;
- (g) where the time limited for the doing of an act expires or falls on a Saturday, a Sunday or a federal, provincial, statutory, or aboriginal holiday, the act may be done on the next business day;
- (h) where the time limited for the doing of an act in the Scowlitz administration building falls on a day when the office is not open during regular business hours, the act may be done on the next day that the office is open; and
- (i) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded.

Paramountcy

- 2.3 If there is an inconsistency or conflict between this Land Code and any other Scowlitz Law or Council Resolution relating to Scowlitz Reserve Lands, this Land Code shall prevail to the extent of the inconsistency or conflict.
- 2.4 If there is an inconsistency or conflict between this Land Code and the Framework Agreement, the Framework Agreement shall prevail to the extent of the inconsistency or conflict.

Culture and Traditions

- 2.5 The structures, bodies and procedures established by or under this Land Code shall be interpreted in accordance with the culture, traditions and customs of Scowlitz unless otherwise provided.

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Fair Interpretation

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

Purpose

2.7 The purpose of this Land Code is to set out the principles, procedures and legal and administrative structures that apply to Scowlitz Reserve Lands and by which Scowlitz will exercise authority over those lands.

Non-abrogation

2.8 This Land Code shall not abrogate or derogate from any aboriginal right, treaty right or other right or freedom that pertains now or in the future to Scowlitz or its Members.

2.9 This Land Code is not intended to affect the eligibility of Scowlitz or any Member to receive services or participate in such public or aboriginal programs as may be established from time to time, to the extent that Scowlitz has not assumed responsibility for such services and programs.

2.10 This Land Code is not intended to abrogate or derogate from the fiduciary relationships between Her Majesty the Queen in Right of Canada, Scowlitz and its Members.

PART 3 SCOWLITZ LAW-MAKING AND LAWS

Law-making Powers

3.1 Council may, in accordance with this Land Code, make Laws respecting:

- (a) Development, conservation, protection, management, regulation, occupation, use and possession of, and planning and services for, Scowlitz Reserve Lands;
- (b) Interests and Licenses;
- (c) Establishment, collection, administration, borrowing, saving and expenditure of any fees, charges, royalties, revenues, or other monies in relation to Scowlitz Reserve Lands;
- (d) Any matter necessary to give effect to this Land Code; and
- (e) Any matter necessary or ancillary to a Law.

3.2 For greater certainty, and without limiting the generality of section 3.1, Council may make Laws respecting the following but only after completing the community consultation process set out in Part 4:

- (a) a Law creating, or making a significant amendment to, a Land Use Plan;
- (b) creation, regulation and prohibition of Interests and Licenses;
- (c) environmental assessment and environmental protection;
- (d) expropriation; and
- (e) setting aside and regulation of heritage lands and sacred sites.

3.3 For greater certainty, and without limiting the generality of section 3.1, Council may make Laws respecting the following:

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- (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 Scowlitz Reserve Lands;
- (c) zoning and land use planning;
- (d) forms, applications, procedures, fees or charges to be paid to Scowlitz for the granting or transfer of Interests and Licenses in Community Lands;
- (e) fees, regulations and processes for the certification or registration of Interests or Licenses;
- (f) creation or registration of priority interests or priority agreements in relation to Interests or Licenses;
- (g) protection, regulation and granting of Interests and Licenses in Natural Resources;
- (h) fees, stumpage, or royalties to be paid to Scowlitz for the removal or extraction of Natural Resources from Scowlitz Reserve Lands, including for removal or extraction of minerals, gravels, timber and water from Community Lands and from Allotments or CP lands;
- (i) fees to be paid to Scowlitz for Permit or License applications or administrative processes;
- (j) Provision of, installation of, and Interests or Licenses for, utilities, infrastructure and of local services and the imposition of user charges including development cost charges or their equivalent;
- (k) authorization and regulation of subdivisions including requirements for contributions to community benefits, park dedications or grants in lieu of park dedications;
- (l) the conduct of surveys of lands or Interests;
- (m) setting aside, designation, regulation or management of parks, parklands and
- (n) recreational lands;
- (o) archaeological assessment and protection of archaeological and cultural resources;
- (p) regulation of development, building and construction, including the application of building codes, engineering standards and other standards;
- (q) expropriation of Interests and Licenses;
- (r) registration of Interests and Licenses, including priority of registration;
- (s) forms, procedures, application fees and related matters;
- (t) mortgages and secured interests relating to Interests and Licenses;
- (u) rules and procedures for the receipt, management, expenditure, investment, and borrowing of moneys relating to Scowlitz Reserve Lands and Interests and Licenses, and the establishment of administrative structure to manage such moneys;
- (v) creation of management and administrative bodies or agencies;
- (w) removal of, and enforcement, punishment or prosecution against, of persons trespassing upon Scowlitz Reserve Lands or frequenting Scowlitz Reserve Lands for prohibited purposes;
- (x) public nuisance and private nuisance;
- (y) dispute resolution;
- (z) regulation of sanitary conditions and the provision of sanitary services in private premises and public places;
- (aa) construction and maintenance of boundaries, screening, and internal fences;
- (bb) construction, maintenance and management of roads, water courses, water diversions, storm drains, bridges, berms, ditches, dykes, and other local and public works;
- (cc) regulation of traffic and transportation;
- (dd) hunting, fishing, and management and protection of fish, wildlife and their habitat on Scowlitz Reserve Lands;
- (ee) use and storage of fireworks, firearms, weapons and hazardous materials or substances; and
- (ff) enforcement of laws.

Introduction of Laws

3.4 A proposed Law may be introduced at a meeting of Council by:

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- (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 Governance Director.

Tabling and Posting of Proposed Laws

3.5 At least 30 days prior to a Council vote on a Law, the proposed Law shall be:

- (a) tabled at a meeting of Council;
- (b) deposited with the Chair of the Committee; and
- (c) posted in Scowlitz administration offices; and
- (d) if directed by Council or the Lands Governance Director, posted in other public places in Scowlitz which may include posting on social media and mailing notices mailed to off reserve Members or locations where off reserve Members gather.

3.6 For proposed Laws relating to subsections 3.2 above, in addition to the requirements set out in 3.4 to 3.5 above, Council or the Lands Governance Director must also bring the proposed Law to a Special Membership Meeting.

Urgent Matters

3.7 Council may enact a Law without the preliminary steps required above if Council, acting reasonably, believes that the Law is required urgently to protect Scowlitz Reserve Lands or Members.

3.8 A Law enacted under section 3.8 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 sections 3.4 to 3.6 and 3.9.

Enactment of Laws

3.9 A Law is enacted when approved by Council Resolution after Council has complied with sections 3.1 to 3.6 above or, for an urgent or emergency laws, after Council has complied with sections 3.7 and 3.8 above.

Administration

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

Delegation

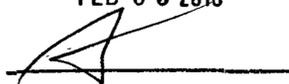
3.11 Notwithstanding section 3.10, Council may, by enacting a Law, delegate administrative authority to an individual or a body established or authorized under this Land Code.

Certification of Laws

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

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Amendments

3.13 Any Scowlitz 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

3.14 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.

Publication

3.15 All Laws shall be published in the minutes of Council.

Posting Laws

3.16 As soon as practicable after a Law has been enacted, Council shall post a copy of the Law in the Scowlitz administration office.

Register of Laws

- 3.17 Council shall require all Laws to be registered and shall cause a register of Laws to be kept at the Scowlitz administration office, containing the original copy of all Laws and Council Resolutions, including those that have been repealed or are otherwise no longer in force.
- 3.18 Council shall require to be registered all laws and Council Resolutions passed in relation to this Land Code, including those that have been repealed or are otherwise no longer in force, and may also direct the Director of Lands to keep copies in an unofficial duplicate registry at the Scowlitz Land Office or administration office.
- 3.19 Any person may, during regular business hours at the Scowlitz administration office, ask for assistance in accessing the Registry or have reasonable access to the unofficial duplicate register of Laws.

Copies for Any person

3.20 Any person may obtain a copy of a Law or Council Resolution upon payment of such reasonable fee, if any, as may be set by Council or the Lands Governance Director.

PART 4 COMMUNITY AND COMMITTEE CONSULTATION

Right of Eligible Voter

4.1 An Eligible Voter is entitled to:

- (a) attend Special Membership Meetings called under this Land Code; and

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- (b) if there is a vote, vote at a Special Membership Meeting called under this Land Code.

Conduct of Meetings

- 4.2 Council shall, in consultation with the Committee, develop Laws, policies or procedures for the conduct of meetings under this Land Code.

Consultation with Committee

- 4.3 Without limiting the generality of the Committee's roles and responsibilities under Part 6, and subject to section 3.7, Council shall meet with the Committee to receive input prior to proposing or enacting Laws under this Land Code.

Process to Implement Laws

- 4.4 Nothing in this Land Code precludes Council or the Committee from consulting with other advisors or representatives of other jurisdictions, including Canada, a Province, another First Nation, a Municipal Council or a Regional District.

Special Membership Meetings

- 4.5 Where required by this Land Code, Council shall consult with Members at a Special Membership Meeting.

Notice

- 4.6 Council shall give written notice of a Special Membership Meeting that:
- (a) specifies the date, time and place of the meeting;
 - (b) contains a brief description of matters to be discussed at the meeting;
 - (c) includes the text of any Law or other document to be voted on, if any, and such notice shall be:
 - (d) posted in public places on Scowlitz Reserve Lands at least 30 days before the meeting;
 - (e) mailed or delivered to Members at least 30 days before the meeting; and
 - (f) given by such additional methods as Council may consider appropriate.
- 4.7 Nothing precludes Council from holding a Special Membership Meeting in conjunction with any other meeting of Scowlitz Members provided it meets the requirements under this Land Code.

Approval by Ratification Vote

- 4.8 Prior to passing a Law or making a final decision on any of the following, approval by a Ratification Vote at a Special Membership Meeting in combination with a mail-in vote must be obtained:
- (a) a disposal or grant of an Interest in Community Lands having a term of more than 15 years;
 - (b) a voluntary exchange of Scowlitz Reserve Lands under section 7.11;
 - (c) an expropriation of an Interest in Scowlitz Reserve Lands; and
 - (e) enactment of a Law or class of Laws that Council, by Council Resolution, declares to be subject to this section.

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- 4.9 Despite subsection 4.8(a), no Ratification Vote is required for:
- (a) the granting of or housing certificates to Members under this Land Code and any applicable Laws;
 - (b) the regular granting of or transfer of Interests and Licenses by CP-Holders in CP lands or Allotments or by Council or the Lands Governance Director in Community Lands provided the transaction is not referenced in 4.8(a) or 9.16(b).

Ratification Process

- 4.10 A Ratification Vote required under this Land Code shall be conducted, through a Special Membership Meeting but may include mail-in or electronic voting.

Minimum Requirements for Approval

- 4.11 A matter is approved by a Ratification Vote where a Majority of those Eligible Voters who cast a vote in accordance with procedures set by Council Resolution, vote in favor.

No Verifier

- 4.12 A Verifier is not required in a Ratification Vote.

PART 5 FINANCIAL ADMINISTRATION RELATING TO LAND

Financial Management

Application

- 5.1 This Part only applies to financial administration relating to lands and resources administered under this Land Code.

Financial Policy

- 5.2 Scowlitz shall, in accordance with this Land Code, adopt a financial policy to further manage moneys related to Scowlitz Reserve Lands that are administered under this Land Code.

Establishment of Bank Accounts

- 5.3 Council will maintain one or more dedicated financial accounts in an accredited financial institution and will deposit in those accounts:
- (a) Transfer payments received from Canada for the management and administration of Scowlitz Reserve Lands;
 - (b) Moneys received by Scowlitz from the grant or disposition of Interests and Licenses in Scowlitz Reserve Lands;
 - (c) Fees, fines, charges and levies collected under a Law or Council Resolution in respect of Scowlitz Reserve Lands;

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- (d) All capital and revenue moneys received from Canada from the grant or disposition of Interests and Licenses in Scowlitz Reserve Lands; and
- (e) Any other revenues received by Scowlitz in relation to Scowlitz Reserve Lands, excluding property tax revenues.

5.4 Council will continue to implement a system of financial planning and financial administration for the management of Scowlitz moneys through which Council, Scowlitz employees and other persons who manage moneys in relation to Scowlitz Reserve Lands are accountable to the Members within the meaning of subsection 5.2(d) of the Framework Agreement.

Signing Officers

- 5.5 A cheque or other bill of exchange or transfer drawn on a financial account maintained under section 5.3 must be signed by at least two Members of Council in accordance with Scowlitz financial policy.
- 5.6 Despite subsection 5.5, Council may delegate signing authority to the Lands Governance Director to act as one of two signers provided that this delegation:
- (a) is set out in a Council Resolution;
 - (b) is for a specified and limited period of time and expires if the Lands Governance Director is no longer an employee or contractor of Scowlitz; and
 - (c) is for specified types of payments and within a dollar limit set by Council in the Council Resolution.
- 5.7 A signing authority in section 5.5 or 5.6 shall not sign a cheque for which they are the payee.
- 5.8 Any signing authority who violates section 5.7 is subject to having the cheque signed in violation voided and is also personally liable for any additional costs incurred by Scowlitz.
- 5.9 Every signing officer will complete all reasonable security screening processes as required by Council or in accordance with Scowlitz financial policy.

Fiscal Year

- 5.10 Unless specified differently in other laws or agreements, the fiscal year of Scowlitz will begin on April 1 of each year and end on March 31 of the following year.

Budgets

Adoption of Budget

- 5.11 Council will, by Council Resolution, prior to the beginning of each fiscal year, adopt a land management budget for that fiscal year and may, if Council deems it necessary in the course of the fiscal year, adopt one or more supplementary budgets for that fiscal year.
- 5.12 Prior to adopting a budget or supplementary budget referred to in section 5.11, Council will consult with the Committee.

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Procedure

- 5.13 After adopting a land management budget or supplementary budget, Council will as soon as practicable make a copy of the budget or supplementary budget available at the Scowlitz administration offices for inspection by Members during regular business hours.

No Budget

- 5.14 If Council fails to adopt a land management budget for a fiscal year prior to the beginning of that fiscal year:
- (a) Council will adopt a land management budget as soon as possible; and
 - (b) the budget and any supplementary budget of the previous fiscal year will apply until another budget is adopted.

Spending Must Follow Budget

- 5.15 Council shall not spend moneys related to the administration of Scowlitz Reserve Lands under this Land Code or commit, by contract or otherwise, to spend moneys related to Scowlitz Reserve Lands unless the spending is authorized under a duly approved budget.

Determination of Fees and Revenues

- 5.16 Council will establish a process for determining:
- (a) Fees, rents, royalties or other charges payable for the granting or transfer of Interests and Licenses in Scowlitz Community Lands;
 - (b) Fees or charges payable for the registration or transfer of Interests and Licenses relating to Scowlitz Reserve Lands held under an Allotment or CP; and
 - (c) Fees for processing applications and other services provided in relation to Scowlitz Reserve Lands and compliance with this Code.

Financial Records

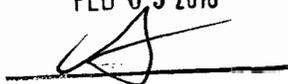
- 5.17 Scowlitz will keep financial records in relation to the administration of Scowlitz Reserve Lands under this Land Code accordance with generally accepted accounting principles.

Preparation of Financial Statements

- 5.18 After the end of each quarter of each fiscal year, the Scowlitz Finance Department will prepare a financial statement in comparative form containing:
- (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 duly approved supplementary budget; and
 - (c) Any other information necessary for a full and fair presentation of the financial position of Scowlitz in relation to Scowlitz Reserve Lands.

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Consolidated Accounts

- 5.19 The accounting, auditing and reporting requirements of this Land Code may be consolidated with other Scowlitz accounts, audits and reports, provided that the statement and analysis relating to Scowlitz Reserve Lands is clearly distinguishable.

Audit

Appointment of Auditor

- 5.20 For each fiscal year Council will appoint a duly accredited auditor to audit the financial records under this Part.
- 5.21 An auditor appointed for other Scowlitz audits may be appointed under section 5.20.

Vacancy in Office

- 5.22 If a vacancy occurs during the term of an auditor, Council will forthwith appoint a new auditor for the remainder of the former auditor's term.

Remuneration

- 5.23 All appointments of auditors in relation to this Land Code will contain a statement approving the remuneration to be paid to the auditor.

Duty of Auditor

- 5.24 The auditor will within 90 days after the end of Scowlitz's fiscal year prepare and submit to Council an audit report of the Scowlitz financial statement stating whether, in the opinion of the auditor, the financial statement presents fairly and accurately the financial position of Scowlitz in accordance with generally accepted accounting principles applied on a basis consistent with that applied in the previous fiscal year.

Access to Records

- 5.25 The auditor may at all reasonable times inspect any Scowlitz financial records and the financial records of any person or body who is authorized to administer money relating to Scowlitz Reserve Lands.

Annual Report

Annual Report to be Published

- 5.26 The Lands Governance Director will prepare and table with Council an annual report on Scowlitz Land management within 60 days of the end of each Fiscal Year.
- 5.27 The annual report will include:

- (a) An annual review of Scowlitz land management activities;
- (b) A copy and explanation of the audit report as it applies to Scowlitz Reserve Lands; and

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- (c) Such other matters as may be directed by Council or reasonably requested by the Committee.

Access to Information

5.28 Any Member may, during regular business hours at Scowlitz administration office, have reasonable access to view:

- (a) Scowlitz Reserve Lands audit reports; and
- (b) Scowlitz Reserve Lands annual reports.

5.29 Council may decide to include all or a portion of any Scowlitz Reserve Lands audit reports or annual reports in a newsletter or meeting presentation to Scowlitz Members.

Offences

5.30 Any person who has control of Scowlitz financial records and who:

- (a) Impedes or obstructs any Member or Auditor from exercising a right to inspect those records; or
- (b) Fails to give all reasonable assistance to any Member or Auditor exercising a right to inspect those financial records, is guilty of an offence under this Land Code.

PART 6 LANDS ADMINISTRATION

Land Management Advisory Committee

Committee Established

6.1 Council shall;

- (a) Within one month of the date this Land Code become operational, establish a Land Management Advisory Committee; and
- (b) Subject to funding and availability of qualified candidates, ensure that there is a Land Management Advisory Committee in place.

6.2 Subject to budget and available qualified candidates, Council shall hire and retain in place a Lands Governance Director.

6.3 The purpose of the Scowlitz Committee is to:

- (a) Advise Council and the Lands Governance Director on the Scowlitz Land administration system;
- (b) Advise Council and Scowlitz staff on matters respecting Scowlitz Reserve Lands;
- (c) Recommend to Council Land Code amendments, Laws, Council Resolutions, policies and procedures respecting Scowlitz Reserve Lands;
- (d) Subject to Part 10 (Dispute Resolution), coordinate or hold Meeting of Members and other meetings to discuss issues relating to Scowlitz Reserve Lands and make recommendations to Council on the resolution of such issues;
- (e) Assist in the exchange of information between Members and Council regarding Scowlitz Land matters;
- (f) Oversee other consultations under this Land Code and provide updates to Council; and

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(g) Perform such other duties and functions as Council may direct.

6.4 Recommendations of the Committee in relation to section 6.3 will be given full and fair consideration by Council for implementation as decisions, Council Resolutions, Laws, policies, or amendments to this Land Code.

Internal Procedures

6.5 The Committee may establish rules and procedures for the conduct of its meetings and general affairs, provided that any such rules and procedures are not inconsistent with any rules and procedures established by Council.

6.6 Subject to approved budgets and to Council requirements in respect of financial obligations, the Committee may:

- (a) Recommend policies for the remuneration and recovery of expenses incurred by Committee Members; and
- (b) Recommend programs for the orientation and education of Council, staff, and Committee Members.

6.7 The Committee will take reasonable measures to consult with Elders with respect to matters in general under this Land Code, and particularly with respect to heritage lands and sacred lands.

Committee Membership

Eligibility

6.8 Any Eligible Voter whether or not resident on Scowlitz Reserve Lands, is eligible to be appointed to the Committee except for:

- (a) A person convicted of an offense prosecuted by way of indictment or felony conviction within five years prior to the date of the appointment; and
- (b) A person convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or other wrongful conduct.

6.9 The Lands Governance Director and one Council Member will be ex officio Members of the Committee.

6.10 Council will appoint three committee Members.

6.11 Council will pass a Council Resolution to establish the process for appointing Committee Members which will include transitional rules as may be necessary for the Members of the Committee.

6.12 A Resolution passed under section 6.11 will include:

- (a) A process for providing notice to Members that appointments will be made to the Committee and offering Members an opportunity to apply for such appointment; and
- (b) Standards and criteria for appointment to the Committee.

Term and Vacancy

6.12 A member of the Committee will serve for two years or until that Member:

- (a) Resigns in writing;

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- (b) Becomes ineligible under section 6.8;
- (c) Ceases to be a Member;
- (d) Is absent from three consecutive meetings of the Committee for a reason other than illness or incapacity without being authorized in writing by the Chair to be absent;
- (e) Is removed by Council Resolution, including if this removal is recommended by other Members of the Committee; or
- (f) Dies or when one is unable to fulfill their duties.

Filling Vacancies

6.14 Where a seat becomes vacant on the Committee, Council will fill the seat in accordance with Part 6 as soon as possible and no later than three months after it becomes vacant.

Chair of the Committee

Chair

6.15 The Committee will select a Committee Member in good standing to be the Chair.

Co-Chair

6.16 The Committee Members will select a Co-Chair to perform the functions of the Chair if the Chair is unavailable or unable to perform them.

Duties of Chair

6.17 The duties of the Chair are to:

- (a) Chair meetings of the Committee;
- (b) In coordination with staff, 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, at each meeting;
- (c) In coordination with staff, ensure that financial statements relating to the activities of the Committee, including any applicable revenues and expenditures in relation to Scowlitz Reserve Lands, are prepared and tabled with Council;
- (d) Report to Council and Members on the activities of the Committee and ensure that written recommendations are provided to Council in a timely manner on key issues in accordance with section 6.2;
- (e) Monitor the presentation of the annual report under section 5.26; and
- (f) Perform such other duties as Council or the Committee may reasonably prescribe.

Registration of Interests and Licenses

Unofficial Duplicate Scowlitz Reserve Lands Registry

6.18 Council may direct the Lands Governance Director to maintain an unofficial duplicate Scowlitz Land Register in the same form and with same content as the First Nations Land Registry but any such unofficial duplicate registry has no legal status or authority.

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Lands Registry

- 6.19 An Interest in Scowlitz Reserve Lands created or granted after this Land Code comes into effect is void and unenforceable unless it is registered as required under this Land Code or as directed by Council Resolution in the Registry.
- 6.20 Persons or entities involved in registering Interests and Licenses are responsible for ensuring the validity and accuracy of their documents. Neither Scowlitz, nor the Lands Governance Director or Scowlitz Lands Office shall be responsible or liable for ensuring that a document which affects or purports to affect Scowlitz Reserve Lands:
- (a) is validly made;
 - (b) complies with the Land Code;
 - (c) should be registered or recorded; or
 - (d) will be accepted for registration or recording.

Council Consent Must be Registered

- 6.21 No document in relation to this Land Code that requires the consent by Council Resolution can be validly Registered unless the Council Resolution approving it, or a certified copy of the Council Resolution, is attached to the document.

Duty to Deposit

- 6.22 Every person who receives a grant of an Interest in Scowlitz Reserve Lands will register an original copy of the document granting that Interest.
- 6.23 Council will direct the Lands Governance Director to ensure the following documents are submitted for Registration, provided the Lands Governance Director receives a copy:
- (a) a grant of an Interest in Scowlitz Reserve Lands;
 - (b) a transfer or assignment of an Interest in Scowlitz Reserve Lands;
 - (c) a Land Use Plan or subdivision plan; and
 - (d) this Land Code and any amendments to this Land Code.
- 6.24 Despite section 6.23, Council may pass a Law to maintain the Scowlitz Lands Registry in another registry system or facility that meets the requirements for Registration under the Act, the Framework Agreement and this Land Code.

PART 7 PROTECTION OF LAND

Expropriation by Scowlitz

Rights and Interests and Licenses that May Be Expropriated

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- 7.1 An Interest or License in Scowlitz Reserve Lands or in any building or other structure on Scowlitz Reserve Lands may be expropriated by Scowlitz in accordance with the Framework Agreement and a Law enacted under this Land Code.

Community Purpose

- 7.2 An expropriation may be made only for a necessary Community Purpose.

Process and Limits on Expropriation

- 7.3 Council may only expropriate an Interest in Scowlitz Reserve Lands:
- (a) For a Community Purpose;
 - (b) After Council has notified all holders of legal Interests and Licenses of Scowlitz's need for the land or Interest and of the proposed use;
 - (c) After Council has made good faith efforts to try and acquire the Interest through negotiations;
 - (d) If no other similar and suitable land is reasonably available;
 - (e) After a Special Membership Meeting to identify whether the proposed use is sufficiently compelling to justify expropriation;
 - (f) 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 Scowlitz;
 - (g) After Scowlitz 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 Scowlitz Law have been followed.

Expropriation Law

- 7.4 Prior to carrying out any expropriation under this Land Code, Council will enact a Law, which is consistent with section 17 of the Framework Agreement, in respect of rights and procedures for expropriation including provisions in respect of:
- (a) Taking possession of an expropriated Interest;
 - (b) Transfer of an expropriated Interest;
 - (c) Notice of expropriation;
 - (d) Service of a notice of expropriation;
 - (e) Entitlement to compensation;
 - (f) Determination of the amount of compensation; and
 - (g) The method of payment of compensation.

Rights that Cannot Be Expropriated

- 7.5 Council cannot expropriate:
- (a) an Interest of Her Majesty the Queen in Right of Canada, or
 - (b) an Interest previously expropriated under section 35 of the *Indian Act*.
- 7.6 The total value of compensation payable under section 7.3 will be based on the following factors, and set in accordance with the heads of compensation set out in the federal *Expropriation Act*:
- (a) The fair market value of the Interest being expropriated;

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- (b) The replacement value of any improvement to the Interest being expropriated;
- (c) The damage attributable to any disturbance; and
- (d) Damages for reduction in the value of any remaining Interest.

Fair Market Value

7.7 The fair market value of an expropriated Interest is equivalent to the amount that would have been paid for the Interest or license if it had been sold on Scowlitz Reserve Lands, with all of the rights, limits and restrictions that apply to Interests and transactions on Scowlitz Reserve Lands, by a willing seller to a willing buyer.

Neutral Evaluation to Resolve Disputes

7.8 Subject to section 7.10, the resolution of a dispute concerning Scowlitz's right to expropriate involving Canada will be determined by neutral evaluation as provided in the Framework Agreement.

7.9 The 60-day period referred to in subsection 32.6 of the Framework Agreement will be applied as appropriate in the circumstances, by the neutral evaluator.

Arbitration to Resolve Disputes

7.10 Subject to any more detailed provisions set out in a Scowlitz expropriation law, resolution of the following disputes will be determined by arbitration in the same manner as provided in Part IX of the Framework Agreement:

- (a) A dispute about the right to compensation for the holder of an expropriated Interest or license; and
- (b) A dispute about the amount of compensation owed for an expropriation.

Voluntary Land Exchange

Conditions for a Land Exchange

7.11 Scowlitz may, by agreement with another party, exchange Scowlitz Land for land from that other party in accordance with this Land Code and the Framework Agreement.

No Effect unless Ratified

7.12 A land exchange is of no force and effect unless it receives approval by a Ratification Vote.

Conditions/or Lands to be Received

7.13 A proposed Land Exchange cannot proceed to a Ratification Vote unless the land to be received by Scowlitz is:

- (a) of equal or greater area that the Scowlitz Land to be exchanged;
- (b) of a value comparable to the appraised value of the Scowlitz Land to be exchanged; and
- (c) eligible to become a Reserve under the *Indian Act* and to become Scowlitz Land in accordance with this Land Code.

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Negotiators Must be Designated by Resolution

- 7.14 A person can only negotiate a land exchange agreement on behalf of Scowlitz if they are designated by Council Resolution for that specific negotiation.

Additional Compensation

- 7.15 Scowlitz may accept additional compensation, including money or other land, in addition to the exchange land referred to in section 7.13.
- 7.16 Other land accepted under section 7.15 may be held by Scowlitz in fee simple or otherwise.

Federal Consent

- 7.17 Before Scowlitz completes a land exchange, it must receive a written statement from Canada stating that Her Majesty in Right of Canada:
- (a) Consents to set apart as a Reserve subject to this Land Code the land to be received in the land exchange, as of the date of the land exchange or such later date as Council may specify by Council Resolution; and
 - (b) Consents to the manner and form of the land exchange as set out in the land exchange agreement.

Information to Members

- 7.18 At such time as negotiations of a land exchange agreement are concluded, and at least 30 days before the Ratification Vote set out in section 7.12, Council will provide the following information to Members:
- (a) A description of the Scowlitz Land to be exchanged;
 - (b) A description of the land to be received by Scowlitz;
 - (c) A description of any additional compensation to be received by Scowlitz;
 - (d) A report from a certified land appraiser stating that the conditions set out in sections 7.13(a) and (b) have been met;
 - (e) A copy of the land exchange agreement; and
 - (f) A copy of the statement referred to in section 7.17.

Process for Land Exchange

- 7.19 A land exchange agreement will provide that:
- (a) The other party to the exchange will transfer to Canada the title to the land that is to be set apart as Reserve;
 - (b) Council will pass a Council Resolution authorizing Canada to transfer title to the Scowlitz Land being exchanged, in accordance with the land exchange agreement; and
 - (c) A copy of the documents transferring title to the land will be registered in the Scowlitz Lands Registry.
- 7.20 Despite the voluntary transfer and expropriation provisions in this Part, nothing in this Land Code prevents a Member with an Allotment or CP from transferring all or a portion of their interest in Land to Scowlitz for fair market value or other agreed-upon compensation. Such transfers do not require community consultation or a ratification vote.

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PART 8 CONFLICT OF INTEREST

Application of Rules

8.1 Section 8.2 applies to:

- (a) A Member of Council who is dealing with a matter before Council that is related to Scowlitz Reserve Lands;
- (b) An employee of Scowlitz dealing with a matter that is related to Scowlitz Reserve Lands; and
- (c) A Member of a Scowlitz board, committee or other body dealing with a matter that is related to Scowlitz Reserve Lands.

Duty to Report and Abstain

8.2 If there is any financial or proprietary interest in a matter being dealt with that might involve an individual referred to in section 8.1, the individual's Immediate Family or a business in which the individual holds an interest, that individual will:

- (a) Disclose in writing the interest to Council, their employment supervisor, the board, the committee, or the other body;
- (b) Take no part in deliberations or discussions on the matter; and
- (c) Take no part in any votes, decisions or recommendations on the matter.

Common Interests Not a Conflict

8.3 Section 8.2 does not apply to an interest that is held by a Member in common with every other Member. For example, an individual is not in conflict if a proposed decision will benefit that Member in the same way it will benefit all Members.

Council May Refer Matter to Meeting of Members

8.4 If Council is unable to vote on a proposed Law or Council Resolution due to one or more conflicts of interest, Council may refer the matter to a Special Membership Meeting to be decided by a Ratification Vote.

Committee May Refer Matter to Council

8.5 If a board, committee or other body is unable to make a decision or recommendation due to one or more conflicts of interest, the board, committee or other body will refer the matter to Council for a final decision.

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Disputes

- 8.6 After having referred the issue to Council, if a Member has not received a satisfactory response, a Member may provide a written request to refer a matter to the Adjudicator under section 10.5 to determine if there has been a breach of the conflict of interest provisions in this Part.

Penalty

- 8.7 In addition to any other penalty that may be prescribed by Council or by Law for breach of this Part, an individual is liable to Scowlitz for any benefit to himself, an Immediate Family Members or a business in which that individual holds an interest resulting from a violation of this Part.

PART 9 INTERESTS AND LICENSES IN LAND

Limits on Interests and Licenses

Dispositions Must be in Writing

- 9.1 An Interest or License in Scowlitz Reserve Lands may only be created, granted, disposed of, assigned, or transferred by a document issued and registered in accordance with this Land Code.

Standards

- 9.2 Council may, after full and fair consideration of any recommendation made by the Committee, establish mandatory standards, criteria and forms for Interests or Licenses in Scowlitz Reserve Lands.

Improper Transactions Void

- 9.3 A document by which Scowlitz, a Member or any other person purports to create, grant, dispose of, assign, or transfer an Interest in Scowlitz Reserve Lands after the date this Land Code comes into effect is void if it contravenes this Land Code or a Law passed under the Land Code.

Non-Members

- 9.4 Subject to this Land Code, a person who is not a Member may hold an Interest in Scowlitz Reserve Lands but a non-Member may never hold an Allotment or a CP.

Ceasing to be a Member

- 9.5 A person who ceases to be a Member shall within six months of ceasing to be a Member transfer any Allotment or CP they hold to Scowlitz or another Member.
- 9.6 Where a Member does not transfer their Allotment or CP in accordance with section 9.5, the Allotment and any CP issued shall, six months and one day after the person ceases to be a Member, be cancelled and the Scowlitz Reserve Lands described in the Allotment or CP shall automatically become Community Lands.

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- 9.7 Where an Allotment or CP reverts to Scowlitz under section 9.6, the person ceasing to be a Member shall remain liable for any obligations, liabilities including environmental liabilities, or monies owing pursuant to any Interest they held prior to the date the Allotment or CP reverts to Scowlitz.

Natural Resources

- 9.8 Subject to applicable law all Natural Resources on Scowlitz Reserve Lands belong to Scowlitz.
- 9.9 The use and development of Natural Resources on or under Scowlitz Reserve Lands will be subject to this Land Code and all Scowlitz Laws, Land Use Plans and Laws.

Existing Interests and Licenses

Continuation of Existing Interests and Licenses

- 9.11 An Interest or License in Scowlitz Reserve Lands that is legally in effect when this Land Code comes into effect will, subject to this Land Code, continue in force in accordance with the terms and conditions of that Interest.
- 9.12 All existing Interests and Licenses will be subject to the terms and conditions set out in this Land Code and to any relevant Laws, Land Use Plans or regulations passed in relation to this Land Code. For greater certainty, Scowlitz is not liable for any decrease in value or use of an Interest or License arising in relation to a Law, Land Use Plan or regulation duly passed under in relation to this Land Code.
- 9.13 Council may, by Resolution, after reviewing any compelling information, or under an applicable ruling under Part 9 or by a court of competent jurisdiction, confirm, discharge, cancel, amend or correct any Interest or License issued or allotted in error or by fraud or that has expired

New Interests and Licenses

Authority to Make Dispositions

- 9.14 Council may grant, in accordance with this Land Code:
- (a) Subject to subsection 4.9, Interests or Licenses;
 - (b) Permits and Licenses to carry out activities or occupy or take Natural Resources from Scowlitz Reserve Lands;
 - (c) Certificates or other documentation to confirm ownership or another type of interest in a home, structure or Interest;
 - (d) Life Estates in Interests Scowlitz Reserve Lands;
 - (e) Permits, Easements, statutory rights-of-way and any Interest or License for utilities for Scowlitz Reserve Lands;
 - (f) Consent for mortgages; and
 - (g) With the written consent from a CP-holder, Interests or Licenses in CP lands including Permits or Licenses to occupy or take Natural Resources from CP lands.

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Conditional Grant

- 9.15 In addition to section above, Council may attach specific conditions to the grant of an Interest or License but any such conditions must be set out in writing in the granting of the Interest or License.

No Development without Permits or Authorization

- 9.16 Subject to any Law with more specific provisions, all of the following are prohibited without a Permit or authorization from Scowlitz:
- (a) subdivision,
 - (b) stratification or other division of legal interests in lands or structures into strata units, sub-leases or shares,
 - (c) development of any kind,
 - (d) installation of, or connection to, roads, intersections, rip-rapping, erosion control, dyking, sewer, water, and other infrastructure,
 - (e) construction, alteration, enlargement, addition, renovation, demolition or removal of industrial, commercial or residential structures, including the installation, renovation, enlargement, 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 m³ (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.

Allotted Scowlitz Reserve Lands

- 9.17 A Member or Members holding an Allotment or CP in Scowlitz Reserve Lands may request Council to grant, transfer, devise, or transfer or grant by way of a Spousal Real Property agreement, an Interest or License in those lands by a written document registered in the Registry provided that:
- (a) The Member or Members receive the consent of Council by a Council Resolution;
 - (b) The Member or Members are the sole lawful possessor of the Allotment or that any other Member who jointly holds the Allotment states in writing that they do not oppose the transaction or granting of the sub-Interest;
 - (c) There is a proper legal description of the lands, and if required, the lands, Interest or License have been surveyed and the survey Registered or recorded in the Registry,
 - (d) The Member receives a letter from the Lands Governance Director or, if required by Law or regulation, a Council Resolution, stating that the transaction or sub-Interest complies with this Land Code and all Scowlitz Laws, Land Use Plans and bylaws, and
 - (f) The Member states in writing that the transaction, agreement and terms of the document creating the sub-Interest will not violate any agreement with a person who has, or will have, any Interest or License in the lands affected, or any portion thereof, or the Member has obtained the written consent of the other Interest or License holder or holders.
- 9.18 Unless specified in the grant, transfer, Spousal Real Property agreement or testamentary disposition creating the Life Estate, a Life Estate does not create any rights to:
- (a) Natural Resources;
 - (b) create or transfer any sub-Interests; or

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(c) to receive rents or other revenues from the home, Allotment or CP.

9.19 A Member may request that Council approve the granting a Leasehold, Life Estate, Easement, Permit or License from the individual to himself or herself in the same manner as to another person.

9.20 A person holding a Leasehold in Scowlitz Reserve Lands may grant a Sub-lease, Easement, Permit or License in those lands by a written document registered in the Registry provided that:

- (a) Council approval by Resolution is obtained
- (b) The grant complies with the Land Code and all Scowlitz Laws and bylaws;
- (c) The grant is permitted by the terms of the Lease;
- (d) There is a proper legal description of the lands, and if required, the lands, Interest or License have been surveyed and the survey registered or recorded in the Registry, and
- (e) The term of the Interest or License granted does not exceed the duration of the Leasehold.

9.21 The granting of a Leasehold does not grant any interest in the Natural Resources on or under the lands described in the Lease unless specifically included in the terms and conditions of the Lease.

9.22 For transactions under this Part,

- (a) neither the Scowlitz Lands Office nor the Lands Governance Director are obligated to undertake any investigations or due diligence and will not be responsible or liable for any breaches of those provisions or for any representation or warranty made by the person granting the Interest; and
- (b) without restricting the generality of (a) directly above, neither Scowlitz, the Scowlitz Lands Office nor the Lands Governance Director shall be responsible for determining whether an Interest, License or sub-Interest is in good standing or the terms have been complied with.

Transfer and Assignment of Interests and Licenses

Transfer of Interests

9.23 Council may enact Laws providing that a Member holding an Interest in Scowlitz Reserve Lands may transfer, leave in their will, or otherwise dispose of that Interest to another Member or to Scowlitz

9.24 A Member holding an Allotment or CP may sell or transfer that Allotment or CP to another Member provided that:

- (a) The Member receives written confirmation from Council or the Lands Governance Director that the proposed transferee is a Member;
- (b) the Member applies to the Lands Governance Director for a parcel abstract report and a list of any known outstanding issues relating to the Allotment or CP;
- (c) There are no outstanding housing arrears, mortgage guarantees or other debts owing to, or guaranteed by, Scowlitz in relation to the land or home;
- (d) the Member makes reasonable efforts to resolve outstanding issues relating to the Allotment or CP; and
- (e) the sale or transfer is registered.

9.25 Where an Allotment is transferred or reverts to Scowlitz other than in relation to the granting of a
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Mortgage, the Allotment and any CP issued are automatically cancelled and the lands described in the Allotment become Scowlitz Community Lands.

- 9.26 Subject to this Part, a Person holding an Interest or License other than an Allotment in Scowlitz Reserve Lands may transfer, assign or devise their Interest or License to any person or entity, in accordance with the terms of the Interest or License, by a written document provided the transaction complies with this Land Code and any Laws and is duly registered.

Mortgages and Limits on Mortgages and Seizures

Protections

- 9.27 In accordance with the Framework Agreement, sections 29, 87, 89(1) and 89(2) of the Indian Act continue to apply on Scowlitz Reserve Lands but section 89 is modified as set out below.

Mortgage of Member's Interest

- 9.28 Except for a mortgage of a Member's Lease to himself or herself under section 9.19, the Interest of a Member in Scowlitz Reserve Lands other than a Leasehold may only be subject to a mortgage or charge to Scowlitz or to another Member.
- 9.29 Subject to section 9.28 the holder of an Allotment, Leasehold or License may, in accordance with this section grant a Mortgage of that interest.
- 9.30 The holder of an Allotment may only grant a Mortgage of that interest to a Member or to Scowlitz.
- 9.31 The holder of an Allotment who has granted himself or herself a Leasehold under section 9.19 may grant a Mortgage of this Leasehold to any person.
- 9.32 A Leasehold in Scowlitz Reserve 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 Scowlitz Reserve Lands and onto the leasehold lands if necessary to deal with seizure, forfeiture or any related matter.
- 9.33 A Leasehold in Scowlitz Community Lands is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution by a mortgagee.
- 9.34 The holder of a Permit or Easement cannot grant a Mortgage.
- 9.35 Subject to this Land Code and any Laws, a Mortgage may be granted by Registered document to Scowlitz provided that:
- (a) the land is in the sole lawful possession of the Member granting the Mortgage or, the Leaseholder or License holder granting the Mortgage holds the entire legal and beneficial interest in the Leasehold or License;
 - (b) the granting of the Mortgage and the terms of the Mortgage are permitted by the provisions of the Allotment, Lease or License;

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- (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) in the case of a Mortgage of a Leasehold or License, the Mortgage term does not exceed the duration of the Leasehold or License;
- (e) Scowlitz has a right of first refusal to redeem the mortgage if there is a default.

9.36 Neither Scowlitz, the Scowlitz Lands Office nor the Scowlitz Lands Governance Director shall be responsible or liable for ensuring that the Lease or License permits the interest in the land to be mortgaged or that the Lease or License is in good standing or its terms have been complied with.

Power of Redemption

9.37 If Council exercises Scowlitz's power of redemption with respect to a Leasehold, Scowlitz becomes the lessee of the land and takes the position of the charger or mortgagor for all purposes after the date of redemption.

Residency and Access; Trespass

No Financial Obligations

9.38 A right of residence or access to Scowlitz Reserve Lands does not create any financial obligation on the part of Scowlitz.

Trespass

9.39 Subject to any Scowlitz Laws, any person who resides on, enters, remains on, or solicits on Scowlitz Reserve Lands other than in accordance with a legal and valid right of residence or access right under this Land Code, a Law or a legally valid Interest or agreement, is guilty of a summary offence, punishable by summary conviction or in accordance with Scowlitz Laws, and may also be immediately evicted from Scowlitz Reserve Lands.

9.40 Subject to any laws or bylaws, all civil remedies for trespass are preserved.

No Liability

9.41 No liability is imposed upon Scowlitz in respect of any person exercising a right of residency or access under this Land Code for injuries or damages suffered on account of the condition or state of Scowlitz Reserve Lands.

Transfer on Death or Mental Incompetence

- 9.42 In making any decision on its merits under this Part, Council shall consider:
- (a) All input, requests or recommendations from Immediate family Members and the Committee;
 - (b) Any outstanding loans or financial obligations in relation to the Interest in the lands in question and may give priority to the arrangement that is most likely to result in ensuring these loans or financial obligations are paid out; and
 - (c) All other relevant information.

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Right of Widow or Widower

9.43 In the event that:

- (a) A Member holding an Interest in Scowlitz Reserve Lands dies without a will and is survived by a Spouse or dependent who does not hold a registered Interest in that land; or
- (b) A Member holding an Interest in Scowlitz Reserve Lands is declared incompetent due to mental incapacity,

Subject to any order by the Minister or a Court, the Member's Spouse and/or dependents may, where their usual place of residence was with the Member at the time of the Member's death or declaration of incompetence, continue to reside on and use the land until the Member's Interest is disposed of under this Part.

9.44 A Spouse or dependent referred to in section 9.43 whether or not their usual place of residence was with the Member at the time of the Member's death or declaration of incompetence, may make application for transfer of the Member's Interest, and Council will, subject to this Land Code, evaluate the application on its merits and make a recommendation to the Minister.

Notification

9.45 Pursuant to the Land Code, in the event that:

- (a) No other provision has been made by a Member referred to in section 9.43 for the disposition of the Interest in Scowlitz Reserve Lands;
- (b) The Member's Spouse or dependent does not within 3 months make application under section 9.46; or
- (c) A member of the Member's Immediate Family disputes the continued residence on and use of the land by the Member's Spouse or dependent,

Council or the Lands Governance Director shall take reasonable steps to advise other Members of the Member's Immediate Family that the land held by the Member is available for disposition or is in dispute.

Optional Meeting of Members or Committee

9.46 If a Member's Immediate Family does not within 3 months after the date of a Member's death or declaration of incompetence under section 9.43 recommend who is to receive the Interest, Council may refer the matter to the Committee or call a Meeting of Members to provide advice on the disposition of the Interest.

Land Goes to Scowlitz if No Immediate Family

9.47 Subject to this Land Code, any applicable Laws, and the *Indian Act*, if applicable, if no Immediate Family Members are interested and eligible to take the Interest in the Land within 4 months of a death or declaration of mental incapacity under section 9.43, Council will pass a Council Resolution to transfer the Interest in the Land to Scowlitz and, if the Interest is an Allotment or a CP, the Land will become Community Lands.

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If Competing Members, Council Decides

- 9.48 If there is more than one Immediate Family Member interested and eligible to take the Interest in the Land arising from section 9.43, Council will, after taking into account any information received under section 9.46, recommend to the Minister on the merits who should receive the Interest.

Council May Comment on Outstanding Debts

- 9.49 In making a recommendation under section 9.50, Council may include recommendations or comments on dealing with any outstanding debts or liabilities relating to the Interest to be transferred.

Council to Make Best Efforts to Influence Minister

- 9.50 Council will make best efforts to influence the Minister of Indigenous and Northern Affairs Canada to implement recommendations made under this Part but is not liable in any way for any decisions made or not made by the Minister of Indigenous and Northern Affairs Canada in relation to Interests or transfers relating to this Part.

Spousal Property Law

Development of Rules and Procedures

- 9.51 Within twelve months after the date this Land Code comes into effect Council will enact a spousal property Law providing rules and procedures applicable on the breakdown of a marriage to:
- (a) The use, occupancy and possession of Scowlitz Reserve Lands; and
 - (b) The division of Interests in that land.

Enactment of Rules and Procedures

- 9.52 For greater certainty, the rules and procedures contained in the Spousal Property Law will be developed in consultation with the Members and the Committee.

General Principles

- 9.53 The rules and procedures developed under section 9.51 will take into account the following general principles:
- (a) Regard for the best interests of any children of the marriage;
 - (b) The distinction between Members and Non-Members for the purpose of determining what Interest in Scowlitz Reserve Lands may be held by an Individual; and
 - (c) The rules and procedures will not discriminate on the basis of gender.

Interim Law

- 9.54 Council may enact an interim Spousal Property Law at any time within the twelve month period set out in section 9.51.

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- 9.55 An interim Law enacted under section 9.53 will be deemed to be repealed twelve months after the coming into force of this Land Code but may be re-enacted in whole or as amended, in accordance with sections 9.52-9.53.

PART 10 DISPUTE RESOLUTION

Adjudicator of Disputes

Informal Resolution of Disputes

- 10.1 Scowlitz intends that whenever possible, a dispute in relation to Scowlitz Reserve 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.
- 10.2 Scowlitz further intends that whenever possible, a dispute in relation to Scowlitz Reserve Lands that is not resolved by informal discussions by the parties may be resolved through voluntary participation of the parties to the dispute in a tribal or alternate justice forum.

Adjudicator Established

- 10.3 The office of the Adjudicator is hereby established to hear and resolve disputes in relation to Scowlitz Reserve Lands in accordance with the Land Code and relevant Scowlitz Laws and Policies.
- 10.4 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

- 10.5 The parties to a dispute in relation to Scowlitz Reserve Lands, after demonstrating they have made efforts to resolve the dispute under 10.1-10.2, and providing any application information or fees set out in Scowlitz Laws or policies, may notify Council in writing that they wish to refer the dispute to the Adjudicator for resolution.

Prior Disputes

- 10.6 Disputes in relation to Scowlitz Reserve Lands that originated before this Land Code comes into effect may be referred to the Adjudicator in accordance with this Land Code and any applicable Laws.

Council to Appoint

- 10.7 Council will appoint the Adjudicator within thirty consecutive days or otherwise in a timely manner as required to settle any dispute.

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Optional Process

10.8 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

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

Limitation Period

10.10 Unless otherwise determined by a Council Resolution, a Scowlitz Law or a Court order, the limitation period for referring a dispute to the Adjudicator is:

- (a) Sixty days after the day of the decision, act or omission that is the subject of the dispute occurred;
- (b) In the case of a dispute under section 9.44-9.51 (transfer on death or mental incompetence), twelve months after the date of the final decision of Council under that section;
- (c) In the case of historic grievances not involving Indigenous and Northern Affairs Canada, within twelve months year of the Effective Date of this Land Code; and
- (d) For any other disputes or for extensions of any of the above time limits, such reasonable time period as Council may decide by Council Resolution or a Court may decide on the merits of each situation.

Duty to Act Impartially

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

Offense

10.12 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

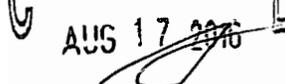
10.13 The Adjudicator may refuse to hear or decide an application:

- (a) If, regardless of whether a Person has been found to have committed an offence under section 10.12, 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

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10.14 The Adjudicator may, after hearing a dispute:

- (a) Confirm, rescind or cancel the decision in dispute, in whole or in part;
- (b) Direct that an action be taken or ceased pending reconsideration by the decision-maker or application to Court;
- (c) Clarify the facts or make observations on interpretation matters or the rights of or potential rights of any party in the dispute;
- (d) Refer the matter or dispute for reconsideration by the decision-maker; or
- (e) Refer the matter to a tribal, alternative justice or other forum.

10.15 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.

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

Adjudication Procedures

Rules of Adjudicator

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

Professional Services

10.18 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.

10.19 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

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

10.21 Subject to section 10.22 (Appeal of Decision), a decision of the Adjudicator is binding.

Appeal of Decision

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

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Costs

- 10.23 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 the adjudication process.
- 10.24 For greater certainty, Scowlitz will not be liable or responsible for the costs of any dispute resolution process where Scowlitz is not a party.

Alternate Forums

- 10.25 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 11 OTHER MATTERS

Liability

Liability Insurance

- 11.1 Scowlitz is not liable for anything done or omitted to be done by Canada or any person or body authorized by Canada in the exercise of any federal rights, powers or responsibilities prior to the date this Land Code comes into force.
- 11.2 This Land Code is not, nor shall it be interpreted as being, a waiver by Scowlitz in regard to any liabilities, acts, or omissions of Canada.
- 11.3 Council will arrange for, maintain and pay insurance coverage for:
- (a) Liability of Scowlitz in relation to Scowlitz Community Lands and assets; and
 - (b) Personal liability of Scowlitz Lands Department employees, officers or Committee Members for acts done in good faith while engaged in carrying out duties related to Scowlitz Reserve Lands under this Land Code.

Extent of Coverage

- 11.4 Council will determine the extent of insurance coverage reasonably required under section 11.3.

Offences and Enforcement

Application of the Criminal Code

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- 11.5 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.
- 11.6 Despite paragraph 11.5:
- (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.

Enforcement

- 11.7 Agreement including any provisions consistent with federal law for inspections, searches, seizures and compulsory sampling, testing and the production of information.
- 11.8 Council may enact Laws respecting appointment of justices of the peace for the enforcement of this Land Code and Laws.
- 11.9 If no justice of the peace is appointed, this Land Code and Laws are to be enforced by a court of competent jurisdiction.
- 11.10 Council may enact laws or develop policies to enable appropriate enforcement issues and disputes to be dealt with through Qwí:qwelstóm or other relevant tribal or community justice process.
- 11.11 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.

Amendments to Land Code

- 11.12 This Land Code may be amended from time to time.
- 11.13 Council or the Lands Office will post all proposed amendments in the Scowlitz Office and will make best efforts to provide notification of any proposed amendments to all Members.
- 11.14 A ratification vote is not required for revisions made to this Land Code that do not change the substance of this Land Code or reduce the protections of Scowlitz Reserve Lands under this Land Code. Council may, from time to time, revise this Land Code by Resolution. Revisions may be made as a result of, but are not limited to:
- (a) an amendment of the description of Scowlitz First Nation 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

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- Scowlitz First Nation without changing the substance of the Land Code;
- (f) updates or revised templates from the Lands Advisory Board;
 - (g) legal review and advice; and
 - (h) corrections to editing, grammatical or typographical errors.

- 11.15 An amendment to the Land Code will be approved via the community approval process if a Majority of the Members who attend the Meeting of Members vote in favour of the amendment.
- 11.16 A vote at a Meeting of Members may be by show of hands, secret ballot, or any other fair process approved by Council by resolution in accordance with this Land Code.
- 11.17 The Land Advisory Committee shall, within a reasonable time after this Land Code takes effect, recommend to Council procedures for the conduct of Meeting of Members.
- 11.18 Council may, in its sole discretion, schedule more than one meeting of Members to discuss and decide on any matter relating to this Land Code, provided that any vote taken at a meeting of Members will not be accumulated with any vote taken at a subsequent meeting of Members.
- 11.19 Nothing precludes Council or the Land Advisory Committee from holding meetings with Members concerning land matters in conjunction with any other meeting of Members.

Notice

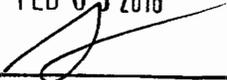
- 11.20 The Council shall provide written notice of the meeting of Members
- (1) specifying the date, time and place of such meeting; and
 - (2) containing a brief description of the matters to be discussed and voted upon at such meeting.
- 11.21 The notice of a meeting of Members must be provided to the Members by
- (1) posting the notice in a public place on Scowlitz Reserve Lands at least twenty-one (21) days before the meeting;
 - (2) mailing the notice to Members at their last known address at least twenty (21) days before the meeting;
 - (3) posting the notice on the Scowlitz's website at least twenty (21) days before the meeting; or
 - (4) such additional methods as the Council may consider appropriate in the circumstances.

Rights of eligible voters

- 11.22 Each Member who is eighteen (18) years of age or older as of the date of a vote is eligible to vote at a meeting of Members.

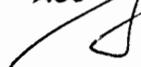
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11.23 All Members have a right to attend a meeting of Members and non-Members may attend with the permission of the Council.

Commencement and Ratification

11.24 This Land Code will be ratified if

- (a) the eligible voters approve this Land Code and the Individual Agreement with Canada by ratification vote held in accordance with the Scowlitz First Nation Community Ratification Process dated for reference January 7, 2016; and
- (b) this Land Code has been certified by the Verifier pursuant to the Framework Agreement.

11.25 This Land Code and the Individual Agreement will be approved if a sufficient number of Eligible Voters vote to approve them in accordance with the majority and the threshold requirements set out in the Scowlitz First Nation Community Ratification Process dated for reference January 7, 2016.

Effective Date

11.26 This Land Code will come into effect on the later of:

- (a) the first day of the month following certification on this Land Code by the Verifier, provided the Individual Agreement has been executed on behalf of Canada; or
- (b) the date the Individual Agreement is executed on behalf of Canada.

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