

This is a certified true copy  
of the Leq'á:mel First Nation Land Code  
shown before me at Deroche, BC  
this 11<sup>th</sup> day of December, 2008

Annex # 1

*Elizabeth Alice Thompson*  
ELIZABETH ALICE THOMPSON  
Commissioner for Taking  
Affidavits for British Columbia  
Exp. Feb. 28, 2011

## Leq'á:mel First Nation

43101 Leq'á:mel Way  
Deroche, BC V0M 1G0

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Leq'á:mel Land Code

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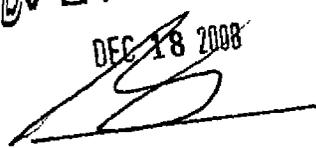
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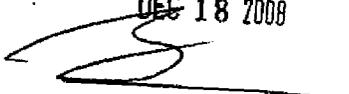
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## PART 1 - PRINCIPLES

### 1.0 General

1.1 These principles shall provide a vision and foundation to guide the social, economic, political and community development of Leq'á:mel in relation to Leq'á:mel Lands, and to interpret this Land Code.

### 2.0 Aboriginal Rights and Title

2.1 Leq'á:mel is part of the Stó:lō Xwexwilmexw Nation, which has occupied, used and benefited from Stó:lō traditional territory since time immemorial and has never ceded, surrendered, or in any way relinquished aboriginal title.

2.2 By enacting this Land Code, Leq'á:mel is giving effect to its aboriginal title to that part of the Stó:lō traditional territory designated as Leq'á:mel reserve lands within the meaning of the *Indian Act* but which is, in fact, a part of the traditional tribal territory still claimed by Leq'á:mel.

2.3 Leq'á:mel is committed to protect, preserve and uphold the aboriginal rights and title of Leq'á:mel and its Members.

2.4 Through this Land Code, the Members of Leq'á:mel exercise an aspect of their inherent right of self-government of Leq'á:mel Lands in a manner that is accessible, stable, effective, accountable and transparent.

2.5 Legal title to all Leq'á:mel Lands shall continue to be held in the name of Her Majesty the Queen in Right of Canada for the use and benefit of Leq'á:mel.

### 3.0 Preservation of Land, Resources and Culture for Future Generations

3.1 Leq'á:mel shall work to achieve a healthy and prosperous future, to ensure the continued existence of Leq'á:mel as a strong political, social, economic and cultural community.

3.2 Leq'á:mel honours its connection to the land, resources and elements of the natural world that provide for its Members' physical and spiritual needs.

3.3 Leq'á:mel recognizes its responsibility to protect the land and her resources for future generations.

3.4 Leq'á:mel Members value the need to respect, protect and promote their heritage, culture and traditions while acknowledging that these will continue to evolve into contemporary expressions of such heritage, culture and traditions.

## PART II – DEFINITIONS AND INTERPRETATION

### 4.0 Definitions

4.1 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 Leq'á:mel Lands granting a Member possession of a part of Leq'á:mel Lands under Part III of this Land Code or, prior to the date this Land Code comes into force, pursuant to section 20 of the *Indian Act*;

*Band Manager* means the person employed by and reporting to the Council to oversee the day-to-day administration of the business of the Leq'á:mel First Nation;

*Certificate of Possession* means documentary evidence of a Member's Allotment;

*Chief* means the duly elected Chief of Leq'á:mel;

*Community Lands* means any Leq'á:mel Lands in which no Allotment to a Member has been made or affirmed by this Land Code;

*Community Purpose* means a purpose which is intended to provide a facility, benefit or support for the Members or persons residing on Leq'á:mel Lands and may include utility or transportation corridors;

*Council* means the governing body of Leq'á:mel, comprised of the Chief and Councillors;

*Council Resolution* means a formal, written motion passed by a Majority of Council at a duly constituted meeting of Council;

*Councillor* means a duly elected Councillor of Leq'á:mel;

*Devise* means the gift or disposition of an interest in Leq'á:mel Lands by a will;

*Easement* means a non-exclusive interest in Leq'á:mel Lands granted under Part III of this Land Code or, prior to the date this Land Code comes into force, granted pursuant to the provisions of 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 referendum or other vote provided for in this Land Code, has attained the age of eighteen years;

*Expropriation* means the taking of an Interest for a Community Purpose through a process established by Leq'á:mel Land Law and in accordance with this Land Code;

*Family Advisory Committee* means a body comprised of Members who have each been appointed by a family of Leq'á:mel, in accordance with a Leq'á:mel Family Advisory Committee terms of reference and mandate, whose primary purpose is to advise Council and to liaise between Council and Members;

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

*Immediate Family* means, in respect of an individual, that individual's spouse (including a common-law spouse), parent, grandparent, child, grandchild, sibling or any person living as a member of that household;

*Individual Agreement* means the agreement entered into between Leq'á:mel and the Government of Canada pursuant to section 6(3) of the Act and section 6.1 of the Framework Agreement;

*Instrument* means a document which purports to create, grant, dispose of or affect an Interest or Licence;

*Interest* means an interest in Leq'á:mel Lands, including a Lease, Sublease, Easement, Mortgage or Allotment, but does not include a Licence;

*Land Code* means this Leq'á:mel Land Code;

*Land Use Plan* means a plan addressing housing, transportation, parks, economic development, infrastructure, social, cultural, environment and other factors related to the use and development of Leq'á:mel Lands;

*Lands Manager* means the Leq'á:mel First Nation employee responsible for the day-to-day administration of Leq'á:mel Lands;

*Lease* means a written agreement granting exclusive possession of some portion of Leq'á:mel Lands, for a term and on terms and conditions, including rent;

*Leq'á:mel* or *Leq'á:mel First Nation* means the collective of those individuals who recognize each other as members of a community traditionally connected to the Leq'á:mel Lands and who were formerly known as the Lakahahmen Indian Band;

*Leq'á:mel Land Law* means a duly enacted law or regulation that affects or regulates the management of Leq'á:mel Lands;

*Leq'á:mel Lands* means:

- a. lands which have been set aside as reserves, within the meaning of the Indian Act, for the use and benefit of the Leq'á:mel First Nation, including :
  - i. Yaalstrick IR #1
  - ii. Lackaway IR #2
  - iii. Lakway Cemetery IR #3
  - iv. Papekwatchin IR #4
  - v. Aylechootlook IR #5
  - vi. Holachten IR #8
  - vii. Zaitscullachan IR #9
  - viii. Skweahm IR #10
  - ix. Lakahahmen IR #11
  - x. Sumas Cemetery #12; and
- b. lands set apart by Canada in the future as lands reserved for the use and benefit of Leq'á:mel, within the meaning of subsection 91(24) of the Constitution Act, 1867 and section 2(1) of the Indian Act; and

includes the water, beds underlying water, riparian rights, minerals and subsurface resources and all other renewable and non-renewable natural resources in and of that land, to the extent that those resources are under the jurisdiction of Canada or Leq'á:mel.

*Leq'á:mel Lands Office* means the department established by Council to manage Leq'á:mel Lands;

*Leq'á:mel Lands Register* means the register of Leq'á:mel Lands established by Canada in accordance with clause 51.1 of the Framework Agreement and maintained by the Minister in Ottawa, Ontario;

*License* means a personal right to use or otherwise exercise certain limited rights on or in relation to Leq'á:mel Lands, includes a permit, and does not grant exclusive possession of Leq'á:mel Lands;

*Majority* means fifty per cent plus one (50%+1);

*Member* means a person whose name is shown on the Leq'á:mel Membership List;

*Membership List* means the list of Members maintained by Leq'á:mel First Nation in accordance with the Leq'á:mel Membership Code;

*Minister* means the Minister of Indian Affairs and Northern Development, as representative of Her Majesty the Queen in Right of Canada;

*Mortgage* means a charge on Leq'á:mel Lands in favour of another as security for a debt;

*Natural Resources* means any materials, substances, vegetation or animals found on, under or in Leq'á:mel Lands which, when removed, have economic or other value;

*Petition* means a written request bearing the names, addresses and signatures of Members;

*Referendum* means that process set out in Part VIII of this Land Code;

*Returning Officer* means a person, trained in the conduct of referenda and appointed under this Land Code, who is neither a Member nor has any personal interest in the outcome of the Referendum;

*Special Membership Meeting* means a meeting of Members held for the purposes of, and in accordance with the requirements of, this Land Code;

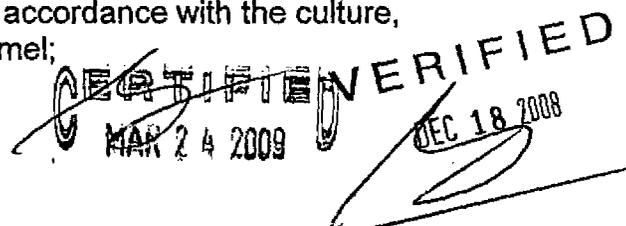
*Sub-Lease* means a portion of that Interest held under a Lease; and

*Voters List* means an alphabetical list of the names of Eligible Voters.

## **5.0 Interpretation**

### **5.1 In this Land Code:**

- a. the structures, bodies and procedures established by or under this Land Code will be interpreted in accordance with the culture, traditions and customs of Leq'á:mel;



- b. the language of Leq'á:mel may be used to clarify the meaning of any provision of this Land Code, if the meaning of that provision is not clear in English;
  - c. where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a federal, provincial or aboriginal holiday, the time is extended so that the act may be done on the following business day during business hours of Leq'á:mel Lands Office;
  - d. 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 day on which the first event happens is excluded;
  - e. except as otherwise provided in this Land Code, in the event of a conflict between this Land Code and a Leq'á:mel Land Law, this Land Code shall prevail to the extent of the conflict;
  - f. in the event of an inconsistency or conflict between this Land Code and the Framework Agreement, the Framework Agreement will prevail to the extent of the inconsistency or conflict;
  - g. wherever the singular or masculine, or the term "person" is used in this Land Code, it shall be deemed to include the plural, feminine, body corporate, Leq'á:mel First Nation or other entity where the context so requires; and
  - h. unless otherwise stated, all references to sections, subsections, paragraphs or subparagraphs are references to those found in this Land Code.
- 5.2 This Land Code will not abrogate or derogate from any aboriginal right, treaty right or other right or freedom that pertains now or in the future to Leq'á:mel or its Members.
- 5.3 This Land Code is without prejudice to the specific claims of the Leq'á:mel First Nation as are, or may be, filed with the Minister by Leq'á:mel pursuant to the Specific Claims Policy of Canada.
- 5.4 This Land Code is not intended to affect the eligibility of Leq'á:mel 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 Leq'á:mel has not assumed responsibility for such services or programs.
- 5.5 This Land Code is not intended to abrogate or waive the fiduciary relationships between Her Majesty the Queen in right of Canada and Leq'á:mel or its Members.



- 5.6 For greater certainty, unless otherwise provided in this Land Code, the enactment of this Land Code does not affect the continued application of s. 87, 89 or 89(1.1) of the Indian Act, RSC 1985, c. I-5, as amended from time to time.

### **PART III –ADMINISTRATION OF LEQ'Á:MEL LANDS**

#### **6.0 General**

- 6.1 The purpose of this Part is to set out the processes, rules and administrative structures by which Leq'á:mel will exercise its jurisdiction over Leq'á:mel Lands.
- 6.2 For greater certainty the land that is subject to this Land Code is that which is:
- a. shown on a copy of the Reference Plans prepared by the Office of the Surveyor General of Canada, Natural Resources Canada and attached to Annex "C" of the Individual Agreement; and
  - b. described in Annex "C" to the Individual Agreement with reference to the original Order-in-Council of the Privy Council (OCPC) or Proclamation setting aside the lands for the benefit of Leq'á:mel, any subsequent OCPCs adding lands to the reserve and any subsequent OCPCs taking lands out of the reserve.
- 6.3 Notwithstanding any other provision in this Land Code, if at any time after the enactment of this Land Code an area of Leq'á:mel Lands requires adjustment by reason of a negotiated or adjudicated settlement with the Minister, whether through the Specific Claims Policy of Canada or otherwise, or with the Province of British Columbia, such adjustment and any consequent amendment of this Land Code may be authorized by Council Resolution.
- 6.4 The use and development of Leq'á:mel Lands is subject to this Land Code and, where not inconsistent with the Framework Agreement, Leq'á:mel Land Law.
- 6.5 For greater certainty, a transaction concerning or affecting Leq'á:mel Lands or an Interest or License is void unless it is authorized by this Land Code or a Leq'á:mel Land Law.
- 6.6 The Stó:lō Heritage Policy dated May 5, 2003, as amended from time to time, shall apply to all Leq'á:mel Lands and in the event of a conflict between the Stó:lō Heritage Policy and this Land Code or a Leq'á:mel Land Law, the Stó:lō Heritage Policy shall apply.

- 6.7 Council may at any time develop, in accordance with the processes provided in this Land Code, Leq'á:mel Land Laws for the further administration of Leq'á:mel Lands, including but not limited to:
- a. the development, conservation, protection, management, use and possession of Leq'á:mel Lands, Interests and Licenses;
  - b. any matter necessary to give effect to this Land Code; and
  - c. any matter necessary or ancillary to a Leq'á:mel Land Law.
- 6.8 Without limiting the generality of section 6.7, Council shall refer to a Special Membership Meeting:
- a. within two years of the coming into force of this Land Code, a final draft of a Leq'á:mel Land Law for the adoption of a Land Use Plan enacted in accordance with this Land Code; and
  - b. within one year of the coming into force of this Land Code, a final draft of a Leq'á:mel Land Law for the use, occupancy and possession of Interests in Leq'á:mel Lands on the breakdown of a marriage involving at least one Member.
- 6.9 For greater certainty, the Leq'á:mel Land Law described in section 6.8. shall not discriminate on the basis of sex but may distinguish as between Members and non-Members for the purpose of determining what type of Interest may be held.
- 6.10 Without limiting the generality of section 6.7, Council may develop Leq'á:mel Land Laws, in accordance with this Land Code, respecting:
- a. zoning and land use planning;
  - b. regulation, control and prohibition of access, occupation and development of Leq'á:mel Lands;
  - c. the creation, grant, holding, transfer, disposition or encumbering of an Allotment;
  - d. creation, regulation and prohibition of Interests and Licenses;
  - e. the exercise of rights on, under or to Leq'á:mel Lands;
  - f. environmental assessment and environmental protection;
  - g. provision of local services and the imposition of user charges;
  - h. provision of services for the resolution, outside the courts, of disputes;

- i. authorization and regulation of subdivisions;
- j. the conduct of surveys;
- k. setting aside and regulation of heritage lands and sacred lands;
- l. rules and procedures for the receipt, management, expenditure, investment, and borrowing of moneys, and the establishment of administrative structures to manage such moneys;
- m. the setting of fees or other charges in relation to services provided by the Leq'á:mel Lands Office;
- n. the setting of fees, royalties, taxes or other charges in relation to the use or disposition of Natural Resources, including, without limitation, water, gravel, trees, vegetation, animals and fish;
- o. creation of management and administrative bodies or agencies;
- p. removal and punishment of persons trespassing upon Leq'á:mel Lands or frequenting Leq'á:mel Lands for prohibited purposes;
- q. public nuisance and private nuisance;
- r. animal control;
- s. regulation of sanitary conditions and the provision of sanitary services in private premises and public places;
- t. construction and maintenance of boundary and internal fences;
- u. construction, maintenance and management of roads, water courses, water diversions, storm drains, bridges, ditches and other local and public works;
- v. management, protection and regulation of water found in, on or under Leq'á:mel Lands;
- w. regulation of traffic and transportation;
- x. the extraction, use and disposal of minerals, subsurface resources and other renewable and non-renewable natural resources found in, on or under Leq'á:mel Lands
- y. fishing on Leq'á:mel Lands,
- z. hunting on Leq'á:mel Lands;

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- aa. the gathering or use of plants or other vegetation on Leq'á:mel Lands; and
  - bb. the enforcement of any Leq'á:mel Law or this Land Code, including but not limited to the setting of penalties for offences.
- 6.11 Council will perform all the duties and functions, and exercise all the powers of Leq'á:mel that are not specifically assigned to an individual or body established under this Land Code.
- 6.12 Notwithstanding section 6.11, a Leq'á:mel Land Law may delegate administrative authority to an individual or a body established or authorized under this Land Code.
- 7.0 Leq'á:mel Lands Office**
- 7.1 The Leq'á:mel Lands Office shall carry out such duties and responsibilities delegated or assigned to it under this Part or by Leq'á:mel Land Law.
- 7.2 Without limiting the generality of section 7.1, the Leq'á:mel Lands Office is authorized to administer Leq'á:mel Lands in accordance with this Land Code and Leq'á:mel Land Law, including;
- a. where the Leq'á:mel Lands Office deems it necessary or advisable, prepare forms of Instruments for use in registering Interests or Licences;
  - b. accept or reject for filing in the Leq'á:mel Lands Register any Instruments;
  - c. arrange for the execution of Instruments and related documentation on behalf of Leq'á:mel, the Minister and Her Majesty the Queen in Right of Canada;
  - d. arrange for the registration of Instruments in the Leq'á:mel Lands Register;
  - e. collect, maintain and preserve records and information related to Leq'á:mel Lands or the management of them;
  - f. prepare and present regular reports to Council; and
  - g. carry out such duties as are requested or required by Council consistent with this Land Code, Leq'á:mel Land Law and other applicable laws.
- 7.3 The Lands Manager shall oversee the day-to-day operations of the Leq'á:mel Lands Office and perform such duties and responsibilities as

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are required of the Leq'á:mel Lands Office under this Land Code and Leq'á:mel Land Law.

7.4 Without limiting the generality of sections 7.2 and 7.3, the Lands Manager shall:

- a. manage and direct the work of the Leq'á:mel Lands Office;
- b. report to Council as required;
- c. carry out any action required by law to be taken by and on behalf of the Minister in relation to an interest in Leq'á:mel Lands described in section 81; and
- d. carry out any action or responsibility delegated to the Lands Manager by Council pursuant to this Land Code.

## 8.0 Interests

8.1 Interests approved, created, granted or issued pursuant to the Indian Act and existing as of the date this Land Code comes into force shall continue to have effect in accordance with their terms and conditions.

8.2 Interests recognized under this Land Code are:

- a. Allotments;
- b. Leases;
- c. Easements;
- d. Licences;
- e. Mortgages; and
- f. any traditional interest in Leq'á:mel Lands which the Leq'á:mel choose to recognize or respect.

## 9.0 No Interest Created

9.1 Subject to section 8.1 an Interest or Licence may only be created, granted, assigned, transferred or encumbered by an Instrument made in compliance with this Land Code or a Leq'á:mel Land Law.

9.2 For greater certainty, no person may acquire an Interest or Licence by use, occupation, Devise, descent or any other means unless authorized by this Land Code or a Leq'á:mel Land Law.



9.3 A contract, instrument or agreement of any kind entered into after the date this Land Code comes into force, whether written or oral, by which a person purports to create, grant, assign or transfer an Interest or Licence is void if it does not comply with this Land Code or a Leq'á:mel Land Law.

#### 10.0 Natural Resources

10.1 Subject to applicable law, all Natural Resources belong to Leq'á:mel.

10.2 It is an offence to extract, use, sell or dispose of any Natural Resource without the consent of Council by Council Resolution.

10.3 The use and development of Natural Resources will be subject to this Land Code, Leq'á:mel Land Law and other applicable laws.

10.4 In the absence of a Leq'á:mel Land Law regulating the use or development of Natural Resources, any activity on Leq'á:mel Lands which does, may or will have an effect on the substance, quality, quantity, viability or future use of a Natural Resource must first be approved by Council Resolution, which will have the force of a Leq'á:mel Land Law.

10.5 To the extent that Leq'á:mel has ownership or rights over water as recognized by federal or provincial legislation or Order-in-Council, or by operation of common law, Leq'á:mel retains ownership and has the authority to manage and regulate water use.

10.6 Without limiting the application of section 10.4, in the absence of a Leq'á:mel Land Law regulating the use, quality, quantity, flow or direction of water on Leq'á:mel Lands, Council may by Council Resolution pass interim measures or policies regulating water and these interim measures or policies shall have the force of a Leq'á:mel Land Law.

10.7 Subject to this Land Code, only Leq'á:mel, acting through its Council by a Council Resolution, may extract, use, sell or dispose of gravel found on or in Leq'á:mel Lands.

10.8 An Allotment does not include Natural Resources unless expressly provided for in this Land Code or a Leq'á:mel Land Law.

10.9 Any Leq'á:mel Land Law enacted by Council Resolution pursuant to this section 10.0 may be rescinded by Council Resolution after either consultation with the Family Advisory Committee or if a Majority of Eligible Voters present at a Special Membership Meeting called for that purpose has voted to rescind.

10.10 An Allotment holder whose Allotment was held prior to the date on which this Land Code comes into effect may extract, remove or dispose of natural resources found on, in or under the Leq'á:mel Lands in his



Allotment but must pay any fees or royalties provided for under Leq'á:mel Land Law.

10.11 The right of an Allotment holder under section 10.10 is not transferable.

10.12 A person who causes damage to a Natural Resource or the environment in which that Natural Resource is found is guilty of an offence.

### 11.0 Development Principles

11.1 In addition to complying with this Land Code, Leq'á:mel Land Law, environmental laws and all relevant industry standards, codes and orders, any development, project or activity that takes place on Leq'á:mel Lands must also:

- a. be assessed for its impact or effect on adjacent or downriver Leq'á:mel Lands or Interests, whether registered or unregistered;
- b. be reported on to the Members at a regular membership meeting, if it takes place on Community Lands, or to the Council if it takes place on an Allotment; and
- c. reasonably accommodate a party who is negatively impacted or affected under 11.1.a.

11.2 Every development, project or activity on an Allotment must contain, as a term of any borrowing entered into to finance such development, project or activity, an option for Leq'á:mel to take an assignment of the rights and obligations of the borrower in the event of a default on the borrowing.

11.3 Where Leq'á:mel has entered into a guarantee or otherwise agreed to act as a surety for a loan taken by an Allotment holder, the Allotment holder shall transfer his or her Interest in the Allotment to Leq'á:mel, to be held in escrow until such time as the loan has been paid.

11.4 If a loan that Leq'á:mel has guaranteed or acted as surety for is not repaid by the Allotment holder in accordance with its terms, then Leq'á:mel in its sole discretion may repay the loan in full and the Allotment from the date of the loan repayment reverts to Community Lands, without any further payment or reimbursement being made to the Allotment holder.

### 12.0 Allotment

12.1 An Allotment can only be held by a Member, whose exercise of rights under that Allotment must be in accordance with this Land Code and Leq'á:mel Land Law.



- 12.2 After the enactment of this Land Code, an Allotment is granted by Council Resolution in accordance with Leq'á:mel Land Law.
- 12.3 No Allotment may be granted until a Leq'á:mel Land Law has been enacted establishing policy, procedure and criteria for the creation, grant, holding, transfer, disposition and encumbering of Allotments.
- 12.4 A Leq'á:mel Land Law referred to in section 12.3 shall be enacted by referendum under this Land Code.
- 12.5 Notwithstanding section 12.3 and 12.4, an Allotment may be granted by Council Resolution where the Allotment is required to fulfill an agreement lawfully entered into prior to the date this Land Code comes into force, or to comply with an order of a court of competent jurisdiction.
- 12.6 An Allotment holder may assign or transfer his Allotment interest to another Member without Council consent but such assignment or transfer must be registered in the Leq'á:mel Lands Office, pursuant to this Land Code, to be effective.

### **13.0 Grant of Lease, License or Easement in Community Lands**

- 13.1 Council may by Council Resolution grant a Lease, License or Easement of Community Lands for a term of up to 15 years, including any renewal or extension period.
- 13.2 A Lease, License or Easement for a term that, including any renewal or extension, is greater than 15 years but less than 50 years shall be presented to the Members at a Special Membership Meeting in accordance with Part V and section 13.3.
- 13.3 A Special Membership Meeting as required under section 13.2 shall be called by Council with 14 days' written notice that includes:
- a. the date, time and place of the Special Membership Meeting;
  - b. a summary of the proposed Lease, License or Easement, including the purpose, proposed term and any rent or fee;
  - c. notification that a full copy of the proposed Lease, License or Easement can be obtained by Members at the Leq'á:mel administration building; and
  - d. a statement that there will be a vote of those Eligible Voters present at the Special Membership Meeting to make a decision on whether or not to grant the proposed Lease, License or Easement;

all being publicized in accordance with section 33.4

- 13.4 At the Special Membership Meeting, Council or its designate shall explain the purpose and provisions of the proposed Lease, License or Easement and Members may ask questions and provide comments including but not limited to:
- a. whether or not its purpose conforms with the Land Use Plan;
  - b. whether or not the terms and conditions of the Interest, License or Easement to be granted are appropriate;
  - c. whether or not the proposed use or occupation of, or exercise of rights on, Leq'á:mel Land complies with all environmental laws and regulations;
  - d. any historical, cultural or spiritual significance associated with the Leq'á:mel Lands which may or shall be affected by the Lease, Licence or Easement; and
  - e. any other factor that is of importance to the Members and relevant to the use of the affected Leq'á:mel Lands.
- 13.5 Upon completion of the discussion, the Eligible Voters present at the Special Membership Meeting shall vote by secret ballot on whether or not to grant the proposed Lease, License or Easement, and providing at least 18 Eligible Voters cast a vote, the will of the Majority shall prevail.
- 13.6 The decision of the Majority on a vote taken at a Special Membership Meeting shall be recorded in the minutes and shall be evidence of the approval or rejection of the grant of the proposed Lease, License or Easement .
- 13.7 Where the proposed Lease, License or Easement is for a term, including any extension or renewal, of 50 or more years, it must first be approved by Referendum.
- 13.8 Where a Lease, License or Easement of Community Lands has not been approved by the Members in accordance with this Land Code, a second Special Membership Meeting or Referendum, as the case may be, shall be organized by the Band Manager on a Council Resolution or on a Petition bearing signatures of 25% of the Eligible Voters.
- 13.9 For greater certainty, the grant of a Lease, License or Easement does not include any grant or interest of, in or to Natural Resources unless expressly provided for by an Instrument that conforms with this Land Code or a Leq'á:mel Land Law.



- 13.10 A lessee of Community Lands may by Instrument registered in the Leq'á:mel Lands Register sublease or assign, by way of a charge or otherwise, all or a part of the leasehold interest held as long as:
- a. the term of the sublease or assignment is less than the term of the Lease;
  - b. the sublease or assignment does not contravene, undermine or diminish the continued performance of the lessee's covenants under the Lease;
  - c. the lessee continues to be liable for the performance of the lessee's covenants under the Lease; and
  - d. Leq'á:mel approves of the sublease or assignment.

#### 14.0 Treatment of Allotments

14.1 Every use or occupation of Leq'á:mel Lands held by, under or through an Allotment shall comply with this Land Code, Leq'á:mel Land Law, the Land Use Plan, all environmental laws and all other applicable laws of any authority having Jurisdiction.

14.2 Before an Allotment holder carries out or authorizes a project, development or other activity on the Interest he holds by the Allotment, he must first:

- a. seek to obtain the written consent of any person who has or may have an interest in Leq'á:mel Lands affected or potentially affected by the proposed project, development or other activity;
- b. release in writing the Leq'á:mel First Nation, its officers, Council, employees, agents and contractors from liability for any loss, damage or costs claimed by a person who claims to have an interest in affected or potentially affected Leq'á:mel Lands;
- c. satisfy all environmental conditions required under this Land Code, any applicable Leq'á:mel Land Law, the Act or the Framework Agreement;
- d. provide a detailed written proposal to Council, including all such surveys, plans, projections, studies and other information as to enable the Council to make an informed decision on the advisability of the project, development or other activity and its compliance with this Land Code or other applicable Leq'á:mel Land Law;
- e. provide to Leq'á:mel a security deposit or any fee prescribed by this Land Code or a Leq'á:mel Land Law; and

- f. comply with the development approval principles found in section 11.0 of this Land Code.
- 14.3 Within 60 days of the completion of the preconditions in section 14.2, Council may:
- a. approve of the proposed project, development or other activity on the condition that the Member enter into a written agreement with Leq'á:mel confirming his obligations and covenants in relation to the proposed project, development or other activity;
  - b. reject the proposed project, development or other activity, with written reasons; or
  - c. request further or additional information as would reasonably be required to make an informed decision.
- 14.4 An approval of Council given under subsection 14.3.a may be withdrawn at any time if the Member is in breach of the agreement entered into under that subsection.
- 14.5 A Member holding an Allotment may grant a Lease, License or Easement in those lands by registering an Instrument in the Leq'á:mel Lands Register, provided that:
- a. the Member has a valid Certificate of Possession or other Instrument naming the Member as a holder of that Allotment;
  - b. there is a legal description of the lands satisfactory to the Lands Manager and, if required, the lands have been surveyed and the survey registered in the Leq'á:mel Lands Register;
  - c. the Member has complied with this Land Code and;
  - d. the form of Lease, License or Easement is acceptable to the Lands Manager.
- 14.6 Subject to section 8.1, a person holding a Lease of an Allotment may grant a Sub-lease, License or Easement in those lands by registering an Instrument in the Leq'á:mel Lands Register provided that:
- a. any grant of Sublease is permitted by the terms of the Lease, complies with it, this Land Code and Leq'á:mel Land Law and does not exceed the term of the Lease; and
  - b. there is a legal description, satisfactory to the Lands Manager, of the lands and, if required, the lands have been surveyed and the survey registered in the Leq'á:mel Land Register.

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14.7 In transactions described in this section 14.0, neither the Leq'á:mel Lands Office nor the Lands Manager are obligated to undertake any investigations or due diligence and will not be responsible or liable for any breaches of the Allotment holder, or any person claiming an Interest through him, for representations or warranties made to third parties.

14.8 For greater certainty, without restricting the generality of section 14.7, neither the Leq'á:mel Lands Office nor the Lands Manager shall be responsible for determining whether a Lease, License or Easement of or related to an Allotment is in good standing or its terms have been complied with and the acceptance of an Instrument for registration does not mean the Instrument is a valid, legal and enforceable document as between the parties to it.

14.9 An Allotment holder may, by an agreement and upon payment of a fee, authorize Leq'á:mel to manage or administer a Lease, License or Easement granted by the Allotment holder.

### **15.0 Mortgages**

15.1 Subject to section 15.2, the holder of an Allotment, Lease or Sublease may, in accordance with this section, grant a Mortgage of that Interest.

15.2 The holder of an Allotment may grant a Mortgage of that Interest only to a Member or to Leq'á:mel.

15.3 The holder of a License or Easement cannot grant a Mortgage of that Interest.

15.4 A Mortgage permitted under this Land Code is effective by Instrument registered in the Leq'á:mel Lands Register provided that:

- a. the mortgagor has a mortgagable Interest registered in the Leq'á:mel Lands Register;
- b. the grant of Mortgage and its terms are permitted by the Allotment, Lease or Sublease to be mortgaged; and
- c. there is an appropriate legal description of the lands that are to be subject to the Mortgage and, if required by the Leq'á:mel Lands Manager, the lands have been surveyed and the survey registered in the Leq'á:mel Lands Register.

15.5 Neither the Leq'á:mel Lands Office nor the Leq'á:mel Lands Manager shall be responsible or liable for ensuring that the terms of the Allotment, Lease or Sublease permits that Interest to be mortgaged, or that the Allotment, Lease or Sublease is in good standing and the acceptance of an

Instrument for registration does not mean the Instrument is a valid, legal and enforceable document as between the parties to it.

15.6 Except as modified by this section, section 89 of the *Indian Act* continues to apply to Leq'á:mel Lands and subsection 89(1.1) of the *Indian Act* applies to exempt a leasehold of Community Lands from the application of subsection 89(1) of the *Indian Act*.

#### 16.0 Transfer or Assignment of Interests

16.1 A Member holding a Certificate of Possession or another Instrument registered in the Leq'á:mel Lands Register attesting to an Allotment in his name may, by an Instrument registered in the Leq'á:mel Lands Register, transfer that Allotment to another Member or to Leq'á:mel.

16.2 Where an Allotment is transferred to Leq'á:mel, the Allotment and any Instrument or Certificate of Possession evidencing that Allotment are cancelled and the Leq'á:mel Lands described in the Allotment become Community Lands on the date the transfer is registered in the Leq'á:mel Lands Register.

16.3 Subject to section 16.4, a person holding an Interest other than by way of Allotment may transfer or assign their Interest to any person or entity by an Instrument registered in the Leq'á:mel Lands Register.

16.4 An Allotment may be transferred or assigned only to a Member or to Leq'á:mel.

#### 17.0 Transfer on Death

17.1 Until Leq'á:mel exercises its jurisdiction in relation to wills and estates, pursuant to the Individual Agreement, the provisions of the *Indian Act* dealing with wills and estates shall continue to apply with respect to the succession or testamentary disposition of Allotments.

17.2 For greater certainty, any testamentary matter that arose before the effective date of this Land Code will continue to be subject to the *Indian Act* and the Minister will retain responsibility for addressing that testamentary matter.

17.3 A person who receives an Interest by testamentary disposition or succession in accordance with a written decision of the Minister or his designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the Leq'á:mel Lands Register.

## 18.0 Ceasing to be a Member

- 18.1 A person who ceases to be a Member shall, within one year of ceasing to be a Member, transfer his Allotment to Leq'á:mel or another Member.
- 18.2 Where a Member does not transfer his Allotment in accordance with section 18.1, the Allotment and any Instrument or Certificate of Possession evidencing such Allotment shall, on the one year anniversary after the person ceases to be a Member, be deemed to be cancelled and the Leq'á:mel Lands described in the Allotment become Community Lands on that anniversary date.
- 18.3 Where an Allotment is cancelled under section 18.2, Leq'á:mel is not liable or responsible for any debts, charges, Mortgages or other obligations owing, whether registered in the Leq'á:mel Lands Register or not, that arose or were related to the former Allotment.

## 19.0 Leq'á:mel Lands Register

- 19.1 An Instrument must be registered in the Leq'á:mel Lands Register to be valid and effective.
- 19.2 Only those Instruments that are in compliance with this Land Code and applicable Leq'á:mel Land Law may be registered in the Leq'á:mel Lands Register.
- 19.3 A copy of the Leq'á:mel Lands Register shall be kept at the Leq'á:mel Lands Office.
- 19.4 The Leq'á:mel Lands Office shall endeavour to obtain from the Minister or his designate promptly and from time to time copies of all information filed in the Leq'á:mel Lands Register in Ottawa.
- 19.5 Subject to this section 19.0, the Leq'á:mel Lands Register shall be administered in the same manner as the Reserve Land Register established under the Indian Act.
- 19.6 The Leq'á:mel Lands Register may accommodate the registration of Interests not accommodated specifically by the *Indian Act*, in accordance with criteria or procedures to be agreed upon by Canada and Leq'á:mel.
- 19.7 Once verified as to form only, the Leq'á:mel Lands Office shall forward each Instrument to the Leq'á:mel Lands Register in Ottawa for registration.
- 19.8 No Instrument that requires a Council Resolution, approval of the Leq'á:mel Lands Office or Lands Manager, or approval by Eligible Voters at a Special Membership Meeting or in a Referendum, may be accepted

for filing unless evidence, satisfactory to the Lands Officer in his sole discretion, of such Council Resolution, approval or Referendum result is submitted with the Instrument being presented for registration.

- 19.9 Surveys prepared in accordance with section 22.0 may, subject to Leq'á:mel Land Law and other applicable law, be registered in the Leq'á:mel Lands Register provided the form and content of such surveys is acceptable to the Leq'á:mel Lands Office.
- 19.10 Financial claims or other assertions of right which affect, or purport to affect, Leq'á:mel Lands or Interests may, in accordance with Leq'á:mel Land Law and other applicable law, be registered in the Leq'á:mel Lands Register subject to the approval of the form and content of same by the Leq'á:mel Lands Office.
- 19.11 Instruments which may be registered in the Leq'á:mel Lands Register under section 19.10 include but are not limited to:
- a. judgments;
  - b. court orders;
  - c. rights of first refusal;
  - d. certificates of pending litigation;
  - e. caveats;
  - f. liens;
  - g. assignments of rent;
  - h. options to purchase;
  - i. tax certificates; and
  - j. written decisions of the Minister or his designate referred to in subsection 17.3.
- 19.12 Registration under section 19.10 is not evidence of the legal validity of any claims or assertions of right, nor of the ability to take execution or other proceedings.

## **20.0 Effect of Registration**

- 20.1 A grant, transfer, assignment or other disposition of an Interest or License shall be effective on the date the Instrument evidencing such grant, transfer or disposition is registered in the Leq'á:mel Lands Register.



20.2 An Interest or License is void and of no effect unless it is registered in the Leq'á:mel Lands Register.

## 21.0 Cancellation or Forfeiture of Interests

21.1 Except as otherwise provided in this Land Code or Leq'á:mel Land Law, or by operation of other applicable law, no Interest may be cancelled or forfeited unless:

- a. all parties to the relevant Instrument have consented in writing to the cancellation or forfeiture, as the case may be;
- b. a court of competent jurisdiction has ordered the cancellation or forfeiture of the Interest and the time period for filing an appeal of the order has passed without an appeal having been taken;
- c. an arbitrator or other person appointed to adjudicate a dispute pursuant to the Instrument in issue has ordered or declared the Interest to be cancelled or forfeited and no appeal has been taken from that decision within the allotted time; or
- d. the Instrument provides for cancellation or forfeiture on certain conditions and such conditions have been met.

21.2 Notwithstanding section 21.1 no Interest may be cancelled or forfeited if it will adversely affect:

- a. a registered Interest held by an arms' length third party;
- b. the holder of an Instrument described in section 19.11; or
- c. a registered Interest held by Leq'á:mel.

21.3 If an Interest is cancelled or forfeited under section 21.1 the Leq'á:mel Land Register will be amended accordingly.

## 22.0 Surveys

22.1 Leq'á:mel or the holder of a registered Interest may cause surveys to be made of Leq'á:mel Lands in accordance with the *Canada Lands Surveys Act* and the *Canada Lands Surveyors Act*.

22.2 Subject to section 22.3, all surveys of Leq'á:mel Lands prepared by or for the Surveyor General of Canada shall be deemed for all purposes to accurately describe and identify the boundaries of the lands covered by such survey.

22.3 A survey referred to in section 22.2 is not conclusive nor deemed to be accurate if the boundaries are the subject of an action or dispute between Leq'á:mel and the Minister.

22.4 A survey respecting Leq'á:mel Lands becomes effective upon registration in the Leq'á:mel Lands Register.

### 23.0 Exchange of Lands

23.1 Subject to federal expropriation as permitted under the Act, no part of Leq'á:mel Lands shall be sold so as to remove their status as Leq'á:mel Lands except for an exchange of lands in circumstances where:

- a. Leq'á:mel receives land of greater or equivalent size or value in consideration for the exchange, taking into account all of its interests involved;
- b. Canada is willing to set apart the lands received in exchange as a reserve as defined in section 2(1) under the *Indian Act* for the use and benefit of Leq'á:mel and as subsection 91(24) lands as set out in the *Constitution Act, 1867*;
- c. Council has made full disclosure to the Members of all the circumstances surrounding the exchange and at least three Membership meetings have been held to discuss the proposed transactions; and
- d. the exchange is approved in a Referendum.

23.2 Leq'á:mel may accept other consideration in addition to that described in paragraph 23.1(a) and may make the exchange subject to terms and conditions.

### 24.0 Expropriation for Community Purposes

24.1 Leq'á:mel, acting through Council, may expropriate an Interest for a Community Purpose only, and provided that:

- a. a Leq'á:mel Land Law is in effect that sets out:
  - i. an expropriation process that conforms with the principles of natural justice;
  - ii. a method of determining fair compensation to be paid to anyone who holds an affected Interest; and

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- iii. a dispute resolution process for use where an Interest holder does not agree with the compensation proposed by Leq'á:mel;
- b. Council has attempted in good faith to negotiate an agreement for the transfer of an affected Interest but has failed; and
- c. failing to negotiate an agreement under subsection 24.1.b, Council has issued a written report to the Members explaining the reason why the expropriation is necessary.

## 25.0 Dispute Resolution

25.1 Disputes in relation to Leq'á:mel Lands or Interests shall be determined as follows:

- a. the parties to the dispute shall first seek to resolve the matter between them, in good faith and acting reasonably;
- b. if the parties cannot resolve the matter between them, either party may give written notice to the other that mediation is requested and then both parties shall jointly select a mediator or refer the matter to the Stó:lō Qwi:quelstom or House of Justice;
- c. if the dispute is not resolved within 30 days after the notice requesting mediation, either party may by written notice to the other
  - i. request arbitration and the parties shall jointly select an arbitrator, or
  - ii. refer the matter to a court of competent jurisdiction for a final determination.

## 26.0 Appeals

- 26.1 A decision of the Leq'á:mel Lands Office or of the Lands Manager may be appealed to Council in a written submission received by Council within 30 days of the decision being appealed from.
- 26.2 Council may request further information, in writing only, as it may consider necessary or useful to decide an appeal before it.
- 26.3 Council shall provide its written decision, with reasons, to the appellant, the Leq'á:mel Lands Office or Lands Manager and any other party who made written submissions on the appeal.
- 26.4 Council shall keep a written record of its deliberations on appeals brought to it.

26.5 A decision of Council may be appealed to a court of competent jurisdiction within 30 days of the decision of Council made under section 26.3.

#### **27.0 Delegation**

27.1 Leq'á:mel may, by Council Resolution, delegate any authority under this Part to the Leq'á:mel Lands Office or the Lands Manager other than:

- a. law making;
- b. prosecution under this Land Code or Leq'á:mel Land Law; or
- c. a matter required under this Part to be determined in a specific manner.

27.2 Leq'á:mel may, by Leq'á:mel Land Law, establish boards, tribunals, commissions or other bodies to carry out any duties or responsibility under this Part III.

#### **28.0 Review**

28.1 Council shall, within 2 years of the date this Land Code comes into force, conduct a review and consult with Members concerning this Part III, present a report to the Members and, if required, propose amendments.

28.2 Any amendments proposed by Council pursuant to section 28.1 shall be put to the amendment process set out in Part VII of this Land Code

### **PART IV – ENACTMENT OF LEQ'Á:MEL LAND LAW**

#### **29.0 Application**

29.1 This Part applies to law enactment procedures for Leq'á:mel Land Laws relating to the management and administration of Leq'á:mel Lands.

#### **30.0 Development of Leq'á:mel Land Laws**

30.1 All Leq'á:mel Land Laws shall be developed and considered in accordance with this Part IV and consistent with this Land Code.

30.2 A Leq'á:mel Land Law shall be developed by Council in consultation with the Family Advisory Committee in the following manner:

- a. the Family Advisory Committee members shall discuss their respective families a Leq'á:mel Land Law proposed by Council;

- b. the Family Advisory Committee, at a duly convened meeting for which notice was given and a quorum present shall, by consensus or, failing consensus by a Majority, recommend Council pass a Leq'á:mel Land Law;
- c. Council shall review the recommendation of the Family Advisory Committee and, at a duly convened meeting for which notice was given and a quorum of Council present, shall:
  - i. pass the proposed Leq'á:mel Land Law by consensus or, failing consensus, a Majority;
  - ii. reject the proposed Leq'á:mel Land Law; or
  - iii. send the proposed Leq'á:mel Land Law back to the Family Advisory Committee for further consideration.

30.3 If a decision is made under paragraphs 30.2.c.ii. or 30.2.c.iii., Council shall provide the Family Advisory Committee with written reasons.

30.4 Notwithstanding section 30.2, and without contravening section 30.1, where Council, acting reasonably, is of the opinion that urgent protection of Leq'á:mel Lands or Members is required, Council may enact an interim Leq'á:mel Land Law by Council Resolution.

30.5 A Leq'á:mel Land Law enacted under section 30.4 will be deemed to have been repealed and to have no force or effect on the 28<sup>th</sup> day after its enactment, but may be re-enacted in whole or as amended by following the process in section 30.2.

30.6 A Leq'á:mel Land Law may be repealed or amended by following the procedure in s. 30.2.

### 31.0 Publication of Leq'á:mel Land Laws

31.1 A Leq'á:mel Land Law enacted by a

- a. Council Resolution; or
- b. vote at a Special Membership Meeting or Referendum

shall be signed within 30 days of such Council Resolution or vote, by a quorum of Council at a duly called Council meeting, and shall be effective on that day unless otherwise provided.

31.2 Notice of the enactment of a Leq'á:mel Land Law shall be:

- a. posted in a public area of the Leq'á:mel administration building; and

- b. published in a local newspaper;  
within 7 days of its enactment.
- 31.3 An original of every Leq'á:mel Land Law shall be deposited in a register of Leq'á:mel Land Laws kept by Leq'á:mel for that purpose and shall be accessible to the public during business hours.
- 31.4 True copies of all Leq'á:mel Land Laws shall be kept by the Lands Manager.
- 31.5 Copies of Leq'á:mel Land Laws shall be provided to Members and other persons, upon payment of a reasonable copying fee.

## **PART V – SPECIAL MEMBERSHIP MEETINGS**

### **32.0 Application**

- 32.1 This Part V applies only to Special Membership Meetings held under with this Land Code.

### **33.0 Special Membership Meetings**

- 33.1 A Special Membership Meeting shall be held:
  - a. if called by Council Resolution;
  - b. upon presentation to Council and the Band Manager of a Petition supported by 25% of the Eligible Voters; or
  - c. as required under this Land Code.
- 33.2 The date, time and place for a Special Membership Meeting shall be determined by Council.
- 33.3 If a Special Membership Meeting has not been called by Council within 7 days of the receipt of a Petition under subsection 33.1.b, the Band Manager shall set the date, time and place for the meeting.
- 33.4 Written notice of the date, time, place and business of the Special Membership Meeting shall be:
  - a. provided to each Council member;
  - b. delivered by mail or hand to each Member; and



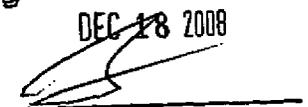
- c. posted by the Band Manager in a public area of the Leq'á:mel administration building,

at least 14 days before the meeting.

33.5 All Special Membership Meetings shall take place on Leq'á:mel Lands.

**34.0 Attendance at Special Membership Meetings**

- 34.1 Council members shall attend all Special Membership Meetings unless they have a reason for being absent which is acceptable to the other members of Council.
- 34.2 A Council member shall notify Council at a Council meeting or notify the Band Manager of any anticipated absence and the reasons for such absence.
- 34.3 Where notification under section 34.2 is given to the Band Manager, the Band Manager shall inform the other Council members of the absence and reasons.
- 34.4 If a Council member is absent from a Special Membership Meeting, the chairperson shall, if requested by an Eligible Voter, inform the meeting of the reason for the Council member's absence.
- 34.5 A quorum of Council is required for Special Membership Meetings, and if a quorum of Council is not present the meeting can take place but no business may be transacted.
- 34.6 If at least 15 Eligible Voters are present at a Special Membership Meeting but a quorum of Council is not, the Band Manager shall within one week notify the Members of a second Special Membership Meeting to transact the business for which the Special Membership Meeting was called.
- 34.7 If, at a second Special Membership Meeting called under section 34.6, a quorum of Council is not present but at least 15 Eligible Voters or, in the case of a vote concerning the finances or financial management of Leq'á:mel, at least 18 Eligible Voters, are present, the Family Advisory Committee shall take conduct of that meeting and shall conduct the business for which the Special Membership Meeting was called, in accordance with this Land Code.
- 34.8 Only Members may attend a Special Membership Meeting unless Council has specified otherwise.
- 34.9 Only Eligible Voters may vote on any question or resolution placed before the Members at a Special Membership Meeting.



## Part VI – OFFICERS AND EMPLOYEES

### 35.0 General

35.1 Council shall provide for the hiring of employees to administer this Land Code in an effective and fiscally responsible manner in accordance with this Land Code and Leq'á:mel Land Law.

### 36.0 Hiring of the Lands Manager

36.1 Council shall hire a Lands Manager and establish and hire for other positions with titles and responsibilities it considers appropriate, following Leq'á:mel hiring policies.

### 37.0 Affirmative Action

37.1 Subject to section 35.1, Council shall follow employment policies that reflect the principle of giving preference to qualified Members in the hiring of employees.

## PART VII - AMENDMENT OF LAND CODE

### 38.0 Procedure

38.1 Amendments to this Land Code may be initiated by setting out the provisions proposed to be amended, with reasons, in a:

- a. Council Resolution; or
- b. a Petition presented to Council by 25% of all Eligible Voters.

38.2 Upon receipt of the Petition or passage of the Council Resolution under subsection 38.1, Council shall, in consultation with the Family Advisory Committee and at such meetings of the Members as Council may call, develop the proposed amendments to this Land Code.

38.3 Upon completion of the proposed amendments to this Land Code, Council shall schedule a Special Membership Meeting for the purpose of considering these, in accordance with Part V and section 38.4.

38.4 A Special Membership Meeting as required under section 38.3 shall be called by Council with 14 days written notice that includes:

- a. the date, time and place of the Special Membership Meeting;

- b. a summary of the proposed amendment to the Land Code;
- c. notification that a full copy of the text of the proposed amendment to the Land Code can be obtained by Members at the Leq'á:mel administration building; and
- d. a statement that Members present at the Special Membership Meeting will be asked to comment on a final draft of the proposed amendment to the Land Code, in preparation for a vote by way of Referendum;

all being publicized in accordance with section 33.4.

**38.5 At the Special Membership Meeting:**

- a. copies of the Land Code and the proposed amendments to it shall be available to all Members in attendance;
- b. Council shall explain the purpose and provisions of the proposed amendments; and
- c. Members may ask questions and provide comments.

**38.6** After the Special Membership Meeting held to consider the proposed amendments to this Land Code, Council shall prepare a final draft of the proposed amendments, taking into consideration the comments received from Members, the needs of the community and other relevant matters, and shall call for a Referendum on the question of adopting the proposed amendments.

**38.7** Proposed amendments to this Land Code must be approved by Referendum and, if approved, come into effect on the date provided for, or if none is provided, on the date of the Referendum.

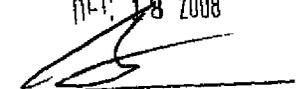
## PART VIII – REFERENDA

**39.0 Notification and Preliminary Matters**

**39.1** Council shall cause all Members to be notified of a Referendum called under this Land Code by a written notice mailed or delivered to every Member, at his last known address, which states:

- a. the question, proposed amendment or other matter to be determined by the Referendum;
- b. the date, hours and location of the Referendum vote;

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- c. the date, start time and location of any Members' meeting at which the subject of the Referendum is to be discussed;
- d. the deadline by which every Member who wishes to vote on the Referendum must register; and
- e. information on how to be registered as an Eligible Voter,

not later than 56 clear days prior to the date of the Referendum vote.

39.2 Council shall appoint a Returning Officer and any deputy to the Returning Officer, and shall set the remuneration and other terms and conditions of their employment.

39.3 It is the sole responsibility of every Member who wishes to be included in a notification under section 39.1 to ensure Leq'á:mel has that Member's current mailing address.

#### 40.0 Registration to Vote in Referendum

40.1 Every Member who wishes to vote in a Referendum must register to vote by providing the Returning Officer with the Member's current mailing address, proof of membership in Leq'á:mel, proof of eligibility to vote and such other information as the Returning Officer may reasonably require in order to determine the eligibility of the Member to vote.

40.2 The Returning Officer shall draw up a list of Eligible Voters comprised of those Members who have registered to vote under section 40.1, and shall post that list in conspicuous places in or around Leq'á:mel Lands.

40.3 It is the sole responsibility of each Member who wishes to vote in a Referendum to confirm with the Returning Officer whether or not he has been registered as an Eligible Voter.

40.4 For greater certainty, Leq'á:mel will not be responsible or liable for any claim or action in damages or loss made by a Member who is not able to participate in a Referendum by reason of failing to provide a current mailing address, failing to register, or being found by the Returning Officer not to be eligible to vote.

#### 41.0 Returning Officer Responsibilities

41.1 On the day of the Referendum vote, the Returning Officer or his delegate is responsible for supplying to each polling station:

- a. ballots, pencils and reasonably private polling booths in which to mark a ballot;
  - b. secure ballot boxes; and
  - c. such security or other measures as he may consider necessary to allow for safe and unobstructed voting.
- 41.2 The Returning Officer shall strike from the list of Eligible Voters the name of every Eligible Voter who has cast a ballot, after initialing the ballot being cast, without opening it, and ensuring that it has been cast freely into a secure ballot box and without tampering by any party.
- 41.3 At the close of the hours of voting, the Returning Officer or his delegate shall open all the secured ballot boxes in the presence of witnesses and count the votes cast, rejecting those ballots that, in his sole opinion, have any marks which identify the voter or which do not clearly indicate the voter's choice.
- 41.4 The Returning Officer shall prepare a signed statement showing the number of Eligible Voters who registered for that Referendum, the total number of ballots cast, and the numbers of those cast for or against the choices given on the ballot.
- 41.5 Notwithstanding subsection 41.4, the Returning Officer is not required to count the votes where there is an insufficient number of votes cast but shall provide a written statement indicating the number of Eligible Voters who registered for the Referendum and the total number of ballots cast.
- 42.0 Results of Referendum Vote**
- 42.1 A Majority of Eligible Voters who registered to vote must vote in favour, and that Majority must comprise at least 25% of the total of Eligible Voters, for the Referendum to pass.
- 42.2 Where a Referendum passes, Leq'á:mel shall prepare a notice, signed by a quorum of Council, and publicize it by posting it in a public place at the Leq'á:mel administration office and mailing a copy of the notice to all Members.
- 42.3 Where a Referendum that has been passed requires any action to be taken to give effect to it, Council shall cause such action to be taken.
- 43.0 Failure of Referendum Vote**
- 43.1 If a Referendum fails because insufficient votes were cast in favour of it, but at least 25% of the total of Eligible Voters have voted, then a second Referendum may be called by Council to take place within 60 days of the

original Referendum, and a Majority of registered Eligible Voters who comprise no less than 25% of all Eligible Voters, must vote in favour for the Referendum to pass.

- 43.2 If a Referendum fails because fewer than 25% of all Eligible Voters cast a vote, but a Majority of those who did vote voted in favour of the Referendum, then a second Referendum may be called by Council to take place within 60 days of the original Referendum, and if a Majority of registered Eligible Voters who comprise no less than 25% of all Eligible Voters vote in favour, the Referendum shall pass.

## **PART IX – CONFLICT OF INTEREST GUIDELINES**

### **44.0 Application**

- 44.1 This Part IX applies to all members of Council, employees and officers of Leq'á:mel, members of the Family Advisory Committee and any individual or body who hears an appeal of any matter under this Land Code or Leq'á:mel Land Law.

### **45.0 Declaration and Recusal**

- 45.1 Every person having a direct or indirect personal interest, including an interest of an Immediate Family member, in a matter under this Land Code or Leq'á:mel Land Law for which that person has a decision-making or discretionary authority, shall declare that interest immediately to Council and shall not exercise that decision-making or discretionary authority.

## **PART X – FINANCIAL MANAGEMENT AND ACCOUNTABILITY**

### **46.0 Application**

- 46.1 This part applies only to financial matters in relation to Leq'á:mel Lands administered under this Land Code.

### **47.0 Deposit of Funds**

- 47.1 Council shall maintain one or more financial accounts in a financial institution and will deposit in those accounts all funding and revenue received for or from the administration of Leq'á:mel Lands.

**48.0 Administration of Funds**

- 48.1 Council shall administer revenues and expenditures related to the management of Leq'á:mel Lands in accordance with this Land Code and Leq'á:mel Land Laws.
- 48.2 The fiscal year of Leq'á:mel First Nation shall begin on April 1 of each year and end on March 31 of the following year.
- 48.3 In every year of the operation of this Land Code,
  - a. Council shall meet with the Family Advisory Committee at such times and places as they may agree to develop a budget for the use of funds received for or from the administration of Leq'á:mel Lands, including the costs of operating the Lands Office; and
  - b. a quorum of Council at a duly called Council meeting shall pass a Council Resolution adopting a budget for the proposed uses of funds received for or from the administration of Leq'á:mel Lands.
- 48.4 Council may approve of supplementary budgets as may be required from time to time, following the process in section 48.3.
- 48.5 Council shall make available for inspection by Members at the Leq'á:mel administration office during business hours, on reasonable notice, a copy of each adopted budget or supplementary budget.
- 48.6 If 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 budget, of the previous fiscal year will apply until another budget is adopted.

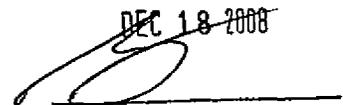
**49.0 Financial Policies**

- 49.1 Until Council adopts other financial policies for the administration of Leq'á:mel Lands:
  - a. a cheque or other bill of exchange or transfer drawn on a financial account maintained under section 47.1 must be signed by any two members of Council, provided neither is the recipient of funds for which he is signing;
  - b. all funds received for or from the administration of Leq'á:mel Lands must be authorized by a Leq'á:mel Land Law or under an adopted budget or supplementary budget;

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- c. all fees, rent, royalties and other payments arising from the use or occupation of Leq'á:mel Lands, an Interest or License, shall be determined by Council Resolution;

**50.0 Financial Records**

- 50.1 Leq'á:mel shall keep financial records of funds received for or from the administration of Leq'á:mel Lands in accordance with generally accepted accounting principles, and Council shall cause annual financial statements to be prepared based on these records.
- 50.2 Council shall cause information concerning the use or expenditure of funds received for or from the administration of Leq'á:mel Lands to be included in every financial statement produced under section 50.1.

**51.0 Audit**

- 51.1 In each fiscal year, Council shall appoint an accredited auditor, or his replacement on a vacancy, to audit the financial records under this Part X.
- 51.2 The auditor may, at all reasonable times, inspect any financial records of Leq'á:mel and the financial records of any person or body who is authorized under this Land Code or Leq'á:mel Land Law to administer money related to Leq'á:mel Lands.
- 51.3 The auditor shall, within 120 days of the end of the fiscal year, prepare and submit to Council an audit report stating whether, in the opinion of the auditor, the financial statement prepared pursuant to section 50.1 represents fairly and accurately the financial position of Leq'á:mel in accordance with generally accepted accounting principles.

**52.0 Annual Report**

- 52.1 Council shall prepare and share with the Members, on 30 days notice, an annual report concerning the administration of Leq'á:mel Lands, which shall include:
  - a. a review of Leq'á:mel Land management activities in the prior year;
  - b. a copy of the auditor's report as it applies to Leq'á:mel Lands; and
  - c. such other matters as may Council may consider necessary or useful, or as may reasonably be requested by the Family Advisory Committee.

**53.0 Access to Information**

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53.1 Any Member may, during regular business hours at the Leq'á:mel administration offices, have reasonable access to the auditor's report and the annual report required to be prepared under this Part X and may obtain a copy upon payment of a reasonable copying fee.

#### 54.0 Offences

54.1 Any person who has control of the financial records of Leq'á:mel and impedes, obstructs or fails to give reasonable assistance to anyone exercising a right to inspect those records, as provided under this Land Code or Leq'á:mel Land Law, is guilty of an offence under this Land Code.

### PART XI - GENERAL

#### 55.0 Liability

55.1 Leq'á:mel 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.

55.2 This Land Code is not, nor shall it be interpreted as being, a waiver by Leq'á:mel in regard to any liabilities, acts or omissions of Canada.

55.3 Council will arrange for, maintain and pay insurance coverage for the:

- a. liability of Leq'á:mel in relation to Leq'á:mel Lands; and
- b. personal liability of Leq'á:mel Council members, officers and employees for acts done in good faith while engaged in carrying out duties related to Leq'á:mal Lands

55.4 Council will determine the extent of insurance coverage under section 55.3.

#### 56.0 Enforcement

56.1 Unless otherwise provided under a Leq'á:mel Land Law, the summary conviction procedures of Part XXVII of the *Criminal Code* apply to offences under this Land Code and offences under a Leq'á:mel Land Law.

56.2 Council may enact Leq'á:mel Land Laws respecting appointment of justices of the peace for the enforcement of this Land Code and Leq'á:mel Land Laws.

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56.3 If no justice of the peace is appointed, this Land Code and Leq'á:mel Land Laws are to be enforced in the Provincial Court of British Columbia or British Columbia Supreme Court as the case may require.

56.4 All civil remedies for trespass are preserved.

56.5 Nothing in this Land Code or a Leq'á:mel Land Law will be construed to preclude Leq'á:mel from relying on any legal or equitable remedies, actions, principles or enforcement powers available to it under the laws of Canada, British Columbia or Stó:lō Xwexwilmexw Nation.

#### 57.0 Commencement

57.1 This Land Code shall be ratified if:

- a. the Members approve the Land Code and the Individual Agreement by Referendum; and
- b. this Land Code has been certified by the verifier in accordance with the Framework Agreement.

57.2 This Land Code shall come into effect on the later of:

- a. the first day of the month following certification of this Land Code by the verifier under the Framework Agreement, or
- b. the date the Individual Agreement is executed on behalf of Canada.

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