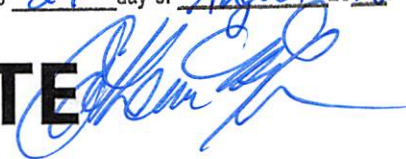


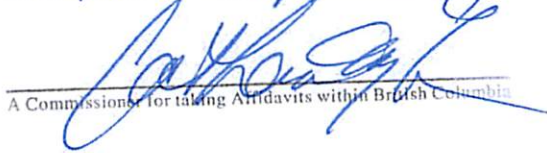
This is <sup>Annex 1</sup> Exhibit "1" referred to in the Affidavit of A.J. Gross sworn before me at Kelowna, British Columbia this 24<sup>th</sup> day of August 2018.

# XA'XA TEMEXW TE STS'AILES LAND CODE

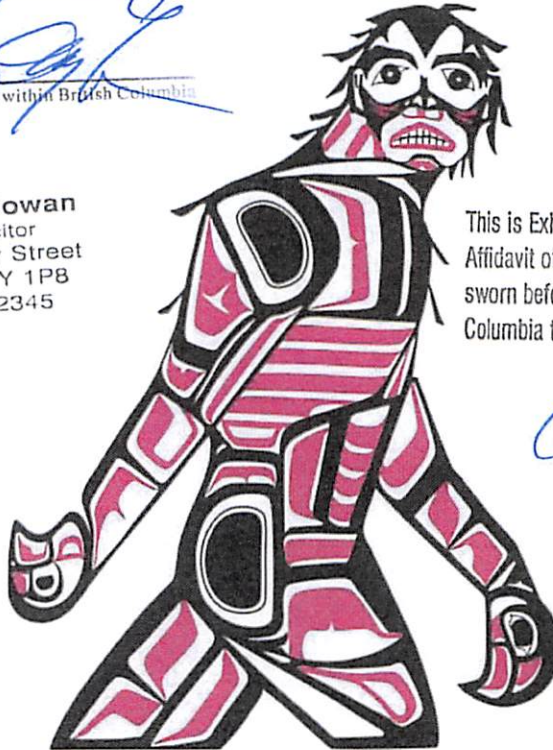


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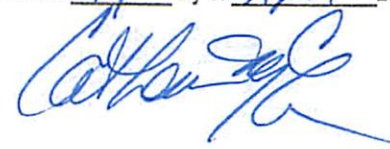
Certified a true copy  
this 19<sup>th</sup> day of April, 2018.


  
A Commissioner for taking Affidavits within British Columbia

**Catherine McGowan**  
Barrister & Solicitor  
#8-1638 Pandosy Street  
Kelowna, BC V1Y 1P8  
Tel: (250) 762-2345



This is Exhibit "1" referred to in the Affidavit of A.J. Gross sworn before me at Kelowna, British Columbia this 19<sup>th</sup> day of April 2018.



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Dated for Reference: April 17, 2018

Final Draft

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## PREAMBLE

1. The Sts'ailes are a sovereign Coast Salish Indigenous People whose unceded territory covers a geographical area of 3,500 square km and measures approximately 70 km long by 50 km wide. Our traditional territory includes the watersheds of Harrison Lake, the Harrison River, Chehalis Lake and the Chehalis River. The territory extends west to include the northeast end of Stave Lake and extends south to include a part of the Fraser River (approximately a kilometer upriver and downriver of the mouth of the Harrison River).
2. Our ancestors have lived in our traditional lands since time immemorial and taught us how to respect it. Our name, meaning "beating heart", is derived from an ancient and formative battle between Xals the Transformer and Shay, a powerful Shaman. Both this battle and our name are eternal reminders of Snowoyelh Xa'xa Temexw tei (traditional law of our sacred land).
3. Our present community village is one of over 30 ancient village sites and is surrounded by scenic landscape and mountains located about 100 km east of Vancouver, British Columbia on the banks of the Harrison River. We are fortunate to live in this present location and to be a progressive community that embraces innovation with our culture and traditions as a foundation for community transformation and nation building.
4. We as Sts'ailes people inherited rights and responsibilities to inhabit and steward Xa'xa Temexw (our sacred lands) from our ancestors who have instilled deeply rooted values about respect for all living things;
5. The Sts'ailes function as a whole in accordance to our Snowoyelh (our traditional laws);
6. Sts'ailes has the inherent right to govern itself, and all Sts'ailes people;
7. Our sacred inheritance has guided us through generations and bestowed many gifts which we honorably carry to this day. Our Children are now the carriers of our sacred inheritance and they do this by being xwem xwem sqwalewel – shmenalh (culturally rich).
8. The purpose of the Land Code is to create more certainty over the use, protection, and stewardship of Sts'ailes Solh Temexw (the sacred land we belong to).
9. Sts'ailes recognizes the significance of the Government of Canada's commitment to implement the *New Relationship and the Transformative Accord*, the *United Nations Declaration on the Rights of Indigenous Peoples* and the *Final Report of the Truth and Reconciliation Commission of Canada*.

10. Today, as in the past, our culture and economy centered on the land and its resources. Just as our ancestors knew the significance, use, and value of all resources and lands, we must also. This is essential not only to fully participate in the broader economy, but also to protect those resources and lands that are integral to Sts'ailes identity, success, and permanence.
11. "Xa'xa Temexw", literally translates to "sacred earth" and expresses the Sts'ailes' spiritual, physical, and cultural connection to the land, its water, and its resources. Human beings (Xwelmexw) are only one small part of "Xa'xa Temexw" and have the responsibility to take care of it because all living things are interrelated and when one is affected, it affects the health and well-being of all.
12. Our Origin Story is the foundation for our way of being and the basis for our Land Code:

***Before the world was here, the Sun and Moon fell in love;  
they sent their emotions and feelings towards each other and  
where those feelings met was where the world was created.***

***In the beginning, the world was covered with water and through  
time and evolution some beings took different shape and form:***

***Some became the winged;  
Some became the four-legged fur bearing;  
Some became the plant people and root people;  
Some became the ones that swim in the rivers and oceans;  
And some became the humans.***

***Early in time, we, the humans, were the weakest,  
and we needed the most help to survive.***

***All our relations felt sorry for us; they took pity on us.  
An agreement was made where they agreed to give themselves to us, for:***

- \* ***Food,***
- \* ***Shelter,***
- \* ***Clothing,***
- \* ***Utensils, and***
- \* ***Medicine.***

*The only thing they asked for in return was to:*

- \* Be respected;*
- \* Be remembered;*
- \* Only take what we need;*
- \* Share with those that are less fortunate; and*
- \* to not gather or harvest at certain times and places to allow them to reproduce.*

*Before we gather, harvest or hunt, we say a prayer of forgiveness and a prayer of thanks to "All Our Relations" for taking their life to feed our family, we commit to use everything, and we will share with those that are less fortunate.*

*In honouring this sacred agreement, we are the Stewards of the Land, Environment, the Winged, the Four-legged, the Plants, and the Ones that Swim in the rivers and oceans.*

*All My Relations*

## PART I. PRINCIPLES

### 1. Sts'ailes' Aboriginal Title

#### *Sts'ailes' Aboriginal Title*

- 1.1 The Sts'ailes people have occupied, used the lands, waters and resources since time immemorial and have never surrendered or relinquished Aboriginal title.

#### *Sts'ailes' Authority to Govern*

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

#### *Respect for Sts'ailes Heritage, Culture and Tradition*

- 1.4 Using the Land Code, Sts'ailes will continue to carry out our responsibility to protect and manage the land and resources for future generations in accordance with Snowoyelh, our traditional laws, which make our Sts'ailes 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 Sts'ailes acknowledges that, subject to Subsection 3.10, for the purposes of the Land Code, legal title to Sts'ailes Reserve Land continues to be held for Sts'ailes use and benefit by Her Majesty the Queen in Right of Canada.

## PART II. DEFINITIONS & INTERPRETATION

### 2. Definitions

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

"Act" means the *First Nation Land Management Act*, S.C. 1999, c. 24;

**"Arbitrator"** means an independent third party appointed by Council to determine the validity of the results of a Referendum and other disputes;

**"Budget"** means the annual estimate of revenues and expenditures in relation to the management and administration of Sts'ailes Lands;

**"Canada"** means Her Majesty the Queen in Right of Canada;

**"CEAA"** means the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, as amended;

**"Certificate of Possession"** or **"CP"** means an interest in Sts'ailes Lands approved, created, granted or issued pursuant to the *Indian Act*, and existing as of the date that the Land Code comes into force, or pursuant to this Land Code, approved, created, designated or issued;

**"Chief"** means the elected Chief of Sts'ailes;

**"Child"** means a Child born in or out of wedlock who is a Member or a Member's legally adopted child, a child over whom a Member has custody or guardianship, a child adopted by the Member under Custom or a child whom the Member Spouse has demonstrated a settled intention to treat as their child and includes:

- (a) A Person under the age of 19,
- (b) A Person who is an adult under 25 and is still in school full-time, and
- (c) A Person who is an adult but is financially dependent on the parent due to a disability;

**"Common-law Relationship"** means the relationship between two people not Married to each other but who:

- (a) Have been living together in a Marriage-like relationship continuously for a period of at least 5 years; or
- (b) Have been living together in a Marriage-like relationship and together they are the parents of a Child;

**"Community Purpose"** means a purpose which is intended to provide a facility, benefit or support for the Members or Persons residing on Sts'ailes Lands and may include public works, utility or transportation corridors, institutional or recreational, cultural, economic development or similar vital purposes;

**"Council"** means the Chief and Council of Sts'ailes;

**"Council Resolution"** means a formal, written motion passed by a quorum of Council at a duly convened meeting of Council;

**"Criminal Code"** means the law that codifies most criminal offences and procedures in Canada, R.S.C., 1985, c. C-46, as amended;

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**“Community and Cultural Use Areas”** means areas of lands within Sts’ailes Lands for which an Interest, License or designation is created for use of these areas for community and cultural purposes such as smokehouses, longhouses, cemeteries, recreation, education or other community and cultural use purposes;

**“Easement”** means a non-exclusive interest in Sts’ailes Lands granted under PART VII (Land Rules) of the Land Code, or prior to the date of the Land Code, under the *Indian Act*, giving one Person (the grantee) the right to use the land of another (the grantor) for an easement or right-of-way or to provide utility or other services to the land of the grantor or other lands, and

- (a) Is limited to only such interest as is necessary to give effect to the Easement granted; and
- (b) Despite any common law rule to the contrary, does not require that there be a dominant and servient tenement;

**“Eligible Voter”** means, for the purpose of voting in respect of matters under this Land Code, a Member who has attained the age of 18 years on or before the day of the vote;

**“Expropriation”** means a taking of an Interest or a portion Interest in Sts’ailes Lands for a Community Purpose through a process established by Sts’ailes Law in accordance with PART V (Law Enactment Procedures) of the Land Code;

**“Exchanged Lands”** has the meaning provided in PART XII (Voluntary Land Exchange) of the Land Code;

**“Finance and Audit Committee”** means the Finance and Audit Committee established in the Sts’ailes Financial Administration Law (FAL);

**“Finance Manager”** means the Person appointed Finance Manager or Director in accordance with the Sts’ailes Financial Administration Law (FAL);

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

**“First Nation Lands Register”** means the register maintained by the Minister in accordance with clause 51.1 of the *Framework Agreement*;

**“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;

**“Heritage Site”** means Sts’ailes cultural heritage sites and resources, including but are not limited to Habitation (Villages, Pithouse(s)/plank house(s) or both), Campsites, Mortuary practice sites, Spiritual Activity sites, fishing and fish processing sites, hunting and

processing sites, plant procurement and food preparation sites, intercommunity trading sites, tool manufacturing conflict/warfare sites, lookouts, travel routes (trails, canoes, pictographs), food storage and wealth storage (cache pits);

**"Immediate Family"** means, in respect of an individual, that individual's parent, grandparent, sister, brother, grandchild, Child or Spouse;

**"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5, as amended;

**"Individual Agreement"** means the agreement entered into between Sts'ailes and the Government of Canada pursuant to Section 6(3) of the FNLMA and Section 6.1 of the Framework Agreement;

**"Interest"** means an interest in Sts'ailes Lands and includes a Certificate of Possession, Easement, Leasehold, Life Estate, Right-of-Way, Statutory Right-of-Way and a Use and Occupancy Certificate, but does not include a Licence, and for greater certainty does not include title to that land;

**"Land Code"** means this Land Code;

**"Lands Committee"** means the Sts'ailes Lands Committee established in PART III (Lands Administration);

**"Lands Manager"** means the Sts'ailes employee or contractor responsible for the day-to-day administration of Sts'ailes Lands;

**"Land Use Plan"** means the Sts'ailes Land Use Plan addressing land use and other factors related to the use or development of Sts'ailes Lands;

**"Lease"** means a written contract setting out terms and conditions of a Leasehold;

**"Leasehold"** means an Interest in Sts'ailes Lands granted under this Land Code or, prior to the date of this Land Code, under the *Indian Act*, giving a Person the exclusive right-of-use and possession of the lands, upon agreed conditions, for a specified time, calculated by including any renewal or extension period, and includes a Sublease;

**"License"** gives a permission granted under this Land Code or, a permit issued by the Minister pursuant to Subsection 28(2) of the *Indian Act* prior to the effective date of this Land Code to carry out an activity, use, develop, or extract Natural Resources from, or otherwise have non-exclusive use of, a specified parcel of Sts'ailes Lands but which does not grant an Interest in, or possession to, Sts'ailes Lands;

**"Life Estate"** means an interest in a home granted to a natural Person, including a non-Member Spouse, that grants the individual a right to use and occupy a specified home for

a specified time period which is non-transferable, and which cannot exceed the life of that Person;

**"Majority"** means fifty (50) percent plus one (1) (50%+1); of the Members who have cast a ballot in the Ratification Vote that has not been marked "Rejected" or "Cancelled" or "Declined" by the Electoral Office;

**"Meetings"** shall either be a general band meeting or a special membership meeting;

- (a) A General Band Meeting shall be held at least once every six (6) months;
- (b) A Special Membership Meeting as set out in Section 18 of the Land Code;

**"Member"** means a Person whose name is shown on the Sts'ailes Membership List or whose name is entitled to be on the Sts'ailes Membership List;

**"Minister"** means the Minister of Indigenous & Northern Affairs Canada (INAC), as amended from time to time, as the representative of Her Majesty the Queen in Right of Canada;

**"Mortgage"** means a charge or encumbrance on an Interest in Sts'ailes 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 Sts'ailes Lands which, when removed, have economic or other value;

**"Person"** means an individual, a body corporate, a partnership, a society or other entity, including Sts'ailes, and any trustee, executor, administrator or other legal representative;

**"Ratification Vote"** means a vote carried out in relation to the Land Code in a manner consistent with Subsection 19.3;

**"Register"** or **"Registration"** means to submit a document to the Registry, if permitted under the Land Code, a Law or Council Resolution;

**"Registry"** means the First Nation Lands Registry System established by Canada in accordance with clause 51.1 of the Framework Agreement and maintained by the Minister;

**"Right-of-Way"** means the grant of a right or privilege to a Person to pass over or travel through the land or Interest of another Person;

**"Spouse"** means an individual who:

- (a) Is married to another Person
- (b) Has in good faith entered into a marriage that is void or voidable, or
- (c) Is in a Common-law Relationship with another Person

**"Statutory Right-of-Way"** means an Easement or Right-of-Way, which could be for road, access, utilities or other similar purposes, that does not have a dominant tenement;

**"Sts'ailes"** means the collective of those individuals who recognize each other as members of a community traditionally connected to Sts'ailes Lands, and which is also a First Nation within the meaning of the *Framework Agreement*;

**"Sts'ailes Community Lands"** means any Sts'ailes reserve in which all Members have a common interest, and which is not subject to a CP or Use and Occupancy;

**"Sts'ailes Lands Committee"** means the Lands Committee established under this Land Code;

**"Sts'ailes Lands Office"** means the department established by Council to manage Sts'ailes Lands;

**"Sts'ailes Lands"** means Sts'ailes reserve lands or any portion thereof that is subject to this Land Code;

**"Sts'ailes Law"** means a law or regulation enacted under this Land Code but does not include a Council Resolution;

**"Sublease"** means a Lease executed by a lessee to a third Person, conveying the same interest that the lessee enjoys in all or a portion of the property, but for a shorter term than that for which the lessee holds;

**"Traditional Homesteads"** means a lot that has been surveyed, or has identifiable or agreed upon boundaries, where a certain Sts'ailes family has resided and a Member continues to reside on. Sts'ailes intends to convert valid Traditional Homesteads into a Use and Occupation after the Land Code is enacted and a Use and Occupancy Certificate will be created for that lot or in special circumstances for a replacement lot, in accordance with a Sts'ailes law or policy passed in accordance with the Land Code;

**"Use and Occupancy Certificate"** means documentary evidence of a Member's right to use and occupy Sts'ailes Land for residential purpose but does not include title to that Sts'ailes Land;

**"Verifier"** means a verifier appointed in accordance with Clause 8.1 of the Framework Agreement.

### 3. Interpretations

#### 3.1 In the Land Code:

- (a) The use of the word "shall" denotes an obligation that, unless the Land Code provides to the contrary, must be carried out as soon as practicable after the 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 the Land Code and in no way define, limit, alter or enlarge the scope or meaning of any provision of the 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 Indigenous holiday, the act may be done on the next business day;
- (h) Where the time limited for the doing of an act in the Sts'ailes Administration Office (Yo:yes Siyamawtxw, Government House) 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;
- (i) Where there is 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;
- (j) a reference to a Part (e.g. Part 1), Section (e.g. section 2), Subsection (e.g. Subsection 2.1) Paragraph (e.g. Paragraph 3.4(a)) or Schedule (e.g. Schedule A) is a reference to the specified Part, Section, Subsection, Paragraph or Schedule of this Land Code, except where otherwise stated.

*Paramourncy*

3.2 If there is an inconsistency or conflict between the Land Code and any other enactment of Sts'ailes, the Land Code shall prevail to the extent of the inconsistency or conflict.

3.3 If there is an inconsistency or conflict between the Land Code and the Framework Agreement, the Framework Agreement shall prevail to the extent of the inconsistency or conflict.

*Culture and Traditions*

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

*Fair Interpretation*

3.5 The Land Code shall be interpreted in a fair, large and liberal manner.

*Language*

3.6 The Sts'ailes language may be used to clarify the meaning of any provisions of this Land Code if the meaning of that provision is not clear in English.

*Purpose*

3.7 The purpose of the Land Code is to set out the principles, procedures and administrative structures that apply to Sts'ailes Lands and by which Sts'ailes will exercise authority over those lands.

*Non-abrogation*

3.8 The 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 Sts'ailes or our Members.

3.9 The Land Code shall not affect the eligibility of Sts'ailes or any Members to receive services or participate in such public or Aboriginal programs as may be established from time to time.

3.10 The Land Code shall not abrogate or derogate from the fiduciary relationships between Her Majesty the Queen in Right of Canada and Sts'ailes.

*Description of Sts'ailes Lands*

3.11 Sts'ailes Lands that are subject to this Land Code are those lands more fully described in the Individual Agreement including:

- (a) Chehalis Indian Reserve, No.5, Sts'ailes Nation and Chehalis Indian Reserve No.6, Sts'ailes Nation;
- (b) 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 land described in above mentioned lands directly above to the

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extent that those resources are under the jurisdiction of Canada or Sts'ailes;  
and

- (c) All the Interests and Licenses granted to Sts'ailes by Her Majesty in Right of Canada listed in the Individual Agreement.

*Additional lands*

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

- (a) Portions of Chehalis Indian Reserve, No.5, Sts'ailes Nation and Chehalis Indian Reserve No.6, Sts'ailes Nation, that are excluded from this application to the Land Code and Individual Agreement, once the issue causing these exclusions is resolved and written confirmation is provided by the Minister;
- (b) Reserve lands owned jointly for the use and benefit of Sts'ailes and one or more other First Nations, if the First Nations agree upon a joint management scheme for those lands and the lands are added under Sts'ailes' Land Code jurisdiction; and
- (c) Lands set apart by Canada in the future as lands reserved for the use and benefit of Sts'ailes within the meaning of Subsection 91(24) of the Constitution Act, 1867 and Subsection 2(1) of the *Indian Act*;
- (d) Any land or interest acquired by Sts'ailes after this Land Code takes effect, whether by land claim, purchase or other process, when an environmental audit declares it free of environmental hazard and safe for community use, provided the lands are set aside as a reserve.

### **PART III. LANDS ADMINISTRATION**

#### **4. Sts'ailes Lands Committee**

*Lands Committee Established*

- 4.1 A Sts'ailes Lands Committee is hereby established by way of Council Resolution to:
- (a) Advise Council and the Lands Manager on the Sts'ailes Lands administration system and on matters respecting Sts'ailes Lands;
  - (b) Recommend to Council Laws, Resolutions, policies and procedures, Land Code amendments, forms, fees, rents and royalties respecting Sts'ailes Lands;

- (c) Subject to PART XIV (Dispute Resolution) of the Land Code, coordinate or hold Meetings of Members and other meetings to discuss issues relating to Sts'ailes Lands and make recommendations to Council on the resolution of such issues;
- (d) Assist in the exchange of information between Members and Council regarding Sts'ailes Reserve Land matters;
- (e) Oversee other consultations under the Land Code; and
- (f) Perform such other duties and functions as Council may direct.

*Composition*

- 4.2 The Lands Committee shall be composed of a minimum of five (5) and a maximum of seven (7) individuals appointed by Sts'ailes Council in a manner to provide for broad representation for Sts'ailes;
- 4.3 A majority of the Sts'ailes Lands Committee members must be Sts'ailes Eligible Voters.

*Eligibility*

- 4.4 Any individual over the age of eighteen (18) years whether resident on Sts'ailes Land or not, is eligible to be appointed to the Lands Committee except for the following Persons:
  - (a) Any Person convicted of an offense, prosecuted by way of indictment or felony conviction within five (5) years prior to the date of appointment, but, for greater certainty, this does not include any person who is convicted of an offense relating to the legitimate assertion or exercise of Aboriginal rights or title;
  - (b) A Person convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or other wrongful conduct;
  - (c) A Person who owes significant rental arrears or other debts or money to Sts'ailes; or
  - (d) A Person who has been found by a medical doctor to be unfit by medical reason.

*Ex-Officio Members*

- 4.5 The Chief, Lands Portfolio Holder and the Lands Manager or staff, are all *ex officio* members of the Lands Committee who, for greater certainty are not included in the number of Lands Committee members referred to in Subsection 4.2.



*Interim Lands Committee*

4.6 The Lands Committee as it exists on the date of the Ratification Vote and as set out in SCHEDULE "A" to this Land Code will continue and carry out duties of the Lands Committee until the first Lands Committee is appointed under Subsection 4.1.

*Appointment*

4.7 Council will pass a Council Resolution to establish the process for appointing Committee members which will include the Terms of Reference.

4.8 A Council Resolution passed under Subsection 4.7 will include:

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

*Term of Office and Vacancy*

4.9 The office of a member of the Lands Committee becomes vacant if the member, while holding office:

- (a) Resigns in writing;
- (b) Becomes ineligible to hold office under Subsection 4.4;
- (c) Is absent from three consecutive meetings of the Lands Committee for a reason other than illness or incapacity without being authorized in writing by the Chair to be absent;
- (d) Fails to disclose a conflict of interest as required under PART XIII (Conflict of Interest) of the Land Code;
- (e) Is removed by Council Resolution; or
- (f) Dies or becomes mentally incompetent.

*Filling Vacancies*

4.10 Where a seat becomes vacant on the Lands Committee, Council will fill the seat in accordance with Subsection 4.7 as soon as practicable.

*Balance of Term*

4.11 The term of a member of the Land Committee appointed under Subsection 4.10 will be the balance of the term in respect of which the vacancy occurred.

*Chair*

4.12 The Council member holding the Sts'ailes Lands Portfolio will be the Chair of the Lands Committee.

*Co-Chair*

4.13 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*

4.14 The duties of the Chair are to:

- (a) Chair meetings of the Lands Committee;
- (b) Work with the Lands Manager to ensure that there is an agenda prepared and circulated to Lands Committee members in advance of each meeting and that the agenda is followed, as amended, at each meeting;
- (c) Ensure that financial statements relating to the activities of the Lands Committee, including any applicable revenues and expenditures in relation to Sts'ailes Reserve Lands, are prepared and tabled with Council;
- (d) Report to Council and Members on activities of the Lands Committee and ensure that written recommendations are provided to Council in a timely manner on key issues in accordance with Subsection 4.1;
- (e) Monitor the presentation of the annual report under Subsection 12.2; and
- (f) Perform such other duties as Council or the Lands Committee may reasonably prescribe.

**5. Development of Land Related Laws, Rules and Procedures**

5.1 Within a reasonable time after the Land Code comes into effect, pursuant to PART V (Law Enactment Procedures), Council will, in consultation with Members and the Lands Committee, establish rules and procedures which may include laws to address:

- (a) Development;
- (b) Environmental protections and assessment;

- (c) Land use planning and zoning subject to Subsection 14.4 and Section 19,
- (d) Spousal property, by providing for the rules and procedures applicable on the breakdown of marriage, pursuant to PART X (Spousal Property Law).

*Internal Procedures*

- 5.2 The Lands 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 this Land Code and any rules and procedures established by Council.
- 5.3 Subject to approved budgets and to Council requirements in respect of financial obligations, the Lands Committee may:
  - (a) Recommend policies for the remuneration and recovery of expenses incurred by Lands Committee members; and
  - (b) Recommend programs for the orientation and education of Council, staff, and Lands Committee members.
- 5.4 The Lands Committee will assist Council in engaging with Elders and/or the Sts'ailes Rights & Title Department with respect to matters in general under the Land Code, and particularly with respect to heritage and sacred lands.

**6. Sts'ailes Lands Office**

- 6.1 The Sts'ailes Lands Office shall:
  - (a) Administer Sts'ailes Lands in accordance with the Land Code and any other applicable laws, regulations or policies;
  - (b) Develop, for the approval of Council, forms of written instruments for use in Registering or recording of Interests and Licenses in Sts'ailes Lands in the First Nations Land Registry;
  - (c) Process applications for the Registration or recording of written instruments or documents in the First Nations Lands Registry in relation to Interests in Sts'ailes Lands;
  - (d) Provide electronic copies of applications for the Registration and recording of written instrument and documents in relation to Interests in Sts'ailes Lands to the First Nations Lands Registry;
  - (e) Arrange for the execution of written instruments and documents on behalf of Sts'ailes;

- (f) Prepare and present regular reports to Council regarding Sts'ailes Lands matters; and
- (g) Carry out such duties as requested or required by Council consistent with the Land Code and other applicable laws.

*Lands Manager*

- 6.2 Council shall hire or contract with a qualified individual to carry out the duties and responsibilities of the Lands Manager under this Land Code and Sts'ailes laws and, subject to funding, shall ensure Sts'ailes always has a qualified Lands Manager in place.
- 6.3 The Lands Manager shall oversee the day to day operations of the Sts'ailes Lands Office and perform such duties and responsibilities consistent with the Land Code.
- 6.4 The Lands Manager shall arrange for and maintain insurance coverage for Sts'ailes officers, employees and Council members engaged in carrying out any matter related to Sts'ailes Land to indemnify them against personal liability arising from the performance of those duties.

## **PART IV. FINANCIAL ADMINISTRATION**

### **7. Administration**

*Application*

- 7.1 This Part applies only to financial matters in relation to Sts'ailes Lands that are administered under the Land Code.

*Financial Policy*

- 7.2 Sts'ailes may, in accordance with the Land Code, adhere to the *Financial Administration Law* or adopt another financial policy to further manage money related to Sts'ailes Lands.

### **8. Bank Accounts**

*Establishment of Bank Accounts*

- 8.1 Council will maintain one or more dedicated bank accounts in an accredited financial institution and will deposit in those accounts:
  - (a) Transfer payments received from Canada for the management and administration of Sts'ailes Lands;

- (b) Moneys received by Sts'ailes from the grant or disposition of Interests or Licenses in Sts'ailes Lands;
- (c) All fees, fines, charges and levies collected under a Law or Council Resolution in respect of Sts'ailes Lands;
- (d) All capital and revenue moneys received from Canada from the grant or disposition of Interests and Licenses in Sts'ailes Lands; and
- (e) Any other Sts'ailes Land revenues received by Sts'ailes excluding property tax.

*Signing Officers*

- 8.2 A cheque or other bill of exchange or transfer drawn on a financial account maintained under Section 8 must be signed by at least two signing Persons designated by Council.
- 8.3 Despite Subsection 8.2, Council may designate signing authority to the Sts'ailes Lands Manager to act as one of two signers provided that this designation:
  - (a) Is set out in a Council Resolution;
  - (b) Is set for a specified and limited period of time and expires if the Lands Manager is no longer an employee or contractor of Sts'ailes; and
  - (c) Is for specified types of payments and within a dollar limit set by Council in the Council Resolution.
- 8.4 A signing authority in Subsection 8.2 or 8.3 shall not sign a cheque for which they are the payee.
- 8.5 Any signing authority who violates Subsection 8.4 is subject to having the cheque, signed in violation, voided and is also personally liable for any additional costs incurred by Sts'ailes in rectifying the violation.
- 8.6 Every signing officer will complete all reasonable security screening processes as required by Council.

**9. Budget**

*Fiscal Year*

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

*Adoption of Budget*

- 9.2 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 during the fiscal year, adopt one or more supplementary Budgets for that fiscal year.
- 9.3 Prior to adopting a Budget or supplementary Budget referred to in Subsection 9.2, Council will consult with the Sts'ailes Lands Committee.

*Procedure*

- 9.4 After adopting a land management Budget or supplementary Budget referred to in Subsection 9.2, Council will inform Members and the Sts'ailes Lands Committee.

*No Budget*

- 9.5 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 land management Budget and any supplementary Budget of the previous fiscal year will apply until another Budget is adopted.

*Spending Must Follow Budget*

- 9.6 Council shall not spend moneys, including rents, royalties, fees, charges, penalties, or other revenues, related to the administration of Sts'ailes Lands under the Land Code or commit, by contract or otherwise, to spend moneys related to Sts'ailes Lands unless the spending is authorized under a duly approved Budget.

*Determination of Fees and Revenues*

- 9.7 Council, in consultation with the Lands Committee, will establish a process for determining:
- (a) Fees, rents, royalties or other charges payable for the granting or transfer of Interests and Licenses in Sts'ailes Lands;
  - (b) Fees or charges payable for the Registration or transfer of Interests and Licenses relating to Sts'ailes Lands; and
  - (c) Fees for processing applications and other services provided in relation to Sts'ailes Lands and compliance with the Land Code.

**10. Financial Records and Statements**

- 10.1 Sts'ailes will keep financial records in relation to the administration of Sts'ailes Lands under the Land Code in accordance with generally accepted accounting principles.

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*Preparation of Financial Statements*

- 10.2 Within 90 days of the end of each quarter of each fiscal year, the Sts'ailes 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 Sts'ailes in relation to Sts'ailes Lands.

*Consolidated Accounts*

- 10.3 The accounting, auditing and reporting requirements of the Land Code may be consolidated with other Sts'ailes accounts, audits, and reports, provided that the statement and analysis relating to Sts'ailes Lands is clearly distinguishable.

**11. Audit**

*Appointment of Auditor*

- 11.1 For each fiscal year, a duly accredited auditor shall be appointed by Council Resolution to audit the financial records of Sts'ailes relating to Sts'ailes Lands.
- 11.2 An auditor appointed for other Sts'ailes audits may be appointed under Subsection 11.1.

*Vacancy in Office*

- 11.3 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*

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

*Duty of Auditor*

- 11.5 The auditor will, within 120 days after the end of Sts'ailes' fiscal year, prepare and submit to Council an audit report of the Sts'ailes financial statement. The report will state whether, in the opinion of the auditor, the financial statement presents fairly and accurately the financial position of Sts'ailes in accordance with generally accepted accounting principles applied which are applied on a basis consistent with the previous fiscal year.

*Access to Records*

- 11.6 The auditor may, at all reasonable times inspect any Sts'ailes financial records and the financial records of any Person or body who is authorized to administer money relating to Sts'ailes Lands.

**12. Annual Report**

*Annual Report to be published*

- 12.1 The Lands Manager will prepare and table with Council an annual report on the management of Sts'ailes Lands within 150 days of the end of each Fiscal Year.
- 12.2 The annual report will include:
- (a) An annual review of Sts'ailes Land Management activities;
  - (b) A copy and explanation of the audit report as it applies to Sts'ailes Lands;
  - (c) Confirmation of insurance coverage for Sts'ailes officers, employees and Council members engaged in carrying out any matter related to Sts'ailes Land, indemnifying them against personal liability arising from the performance of those duties; and
  - (d) Such other matters as may be directed by Council or reasonably requested by the Sts'ailes Lands Committee.

*Access to Information*

- 12.3 During regular business hours of the Sts'ailes Administration Office, any Member may have reasonable access to view:
- (a) Sts'ailes Lands audit reports; and
  - (b) Sts'ailes Lands annual reports.
- 12.4 Council may decide to include all or a portion of any Sts'ailes Lands' audit reports or annual reports in a newsletter or meeting presentation to Sts'ailes members.

*Offences*

- 12.5 Any Person who has control of Sts'ailes financial records and who impedes, obstructs or fails to give all reasonable assistance to any Member or Auditor from exercising a right to inspect those records, is guilty of an offence under the Land Code.



## PART V. LAW ENACTMENT PROCEDURES

### 13. Law Making

*Council may make laws*

13.1 Council may, in accordance with the Land Code, make Laws respecting:

- (a) The development, conservation, protection, management, regulation, occupation, servicing, use and possession of, and planning for, Sts'ailes Lands;
- (b) Interests and Licences in relation to Sts'ailes Lands;
- (c) Establishment, collection, administration, borrowing, saving and expenditure of any fees, charges, rents, royalties, revenues, fines, penalties or other monies in relation to Sts'ailes Lands;
- (d) Enforcement of laws including establishment of offences, fines, orders and other enforcement measures;
- (e) Any matter necessary to give effect to the Land Code; and
- (f) Any matter necessary or ancillary to a Law respecting Sts'ailes Land.

*Examples of Laws*

13.2 For greater certainty, and without limiting the generality of Subsection 13.1 Council may make laws respecting the following:

- (a) The purchase, acquisition or sale of lands in accordance with the *FNLMA Act* and the Land Code;
- (b) Regulation, control, authorization and prohibition of residency, access, occupation and development of Sts'ailes Lands;
- (c) Zoning and Land Use Planning;
- (d) Signs and signage;
- (e) Forms, applications, procedures, fees or charges to be paid to Sts'ailes for the granting or transfer of Interests and Licenses in Community Lands;
- (f) Fees, regulations and processes for the certification or Registration of Interests or Licenses;
- (g) Creation or Registration of priority interests or priority agreements in relation to Interests or Licenses;
- (h) Protection, regulation and granting of Interests and Licenses in Natural Resources;

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- (i) Fees, stumpage, or royalties to be paid to Sts'ailes for the removal or extraction of Natural Resources from Sts'ailes Lands, including for removal or extraction of minerals, gravels, timber and water from Community Lands and from Allotments or CP lands;
- (j) Fees to be paid to Sts'ailes for License applications or administrative processes;
- (k) Provision of, installation of, and Interests or Licenses for, utilities, infrastructure and local services and the imposition of user charges including development cost charges or their equivalent;
- (l) Authorization and regulation of subdivisions including requirements for contributions to community benefits, park dedications or grants in lieu of park dedications;
- (m) The conduct of surveys of lands or Interests;
- (n) Setting aside, designation, regulation or management of parks, parklands and 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, borrowing of moneys relating to Sts'ailes Lands, Interests, Licenses and the establishment of administrative structure to manage such moneys;
- (v) Creation of management and administrative bodies or agencies;
- (w) Enforcement, punishment, prosecution and removal of Persons trespassing upon Sts'ailes Lands or frequenting Sts'ailes Lands for prohibited purposes, including removal of vehicles, machines, structures or personal property;
- (x) Public nuisance and private nuisance;
- (y) Regulation of sanitary conditions and the provision of sanitary services in and on private premises and public places;

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- (z) Construction and maintenance of boundaries, screening, landscaping and fences;
- (aa) Construction, maintenance and management of roads, water courses, water diversions, storm drains, bridges, berms, ditches, dykes, and other local and public works;
- (bb) Regulation of traffic and transportation, including designation of roads and safety and insurance requirements;
- (cc) Hunting, fishing, and management and protection of fish, wildlife and their habitat on Sts'ailes Lands;
- (dd) Use and storage of fireworks, firearms, weapons and hazardous materials or substances; and
- (ee) All aspects of enforcement of laws, including establishment of offences, penalties, fines, orders and other enforcement measures, and appointment of enforcement officers.

#### **14. Procedure**

##### *Introduction of Laws*

- 14.1 A proposed Law may be introduced at a duly convened meeting of Council by:
- (a) A member of Council;
  - (b) A representative, on behalf of the Lands Committee, or other body composed of Members, that may be authorized by Council to do so; or
  - (c) The Lands Manager.

##### *Tabling and Posting of Proposed Laws*

- 14.2 At least thirty (30) days prior to the proposed Law being enacted, the proposed Law shall be:
- (a) Tabled at a meeting of Council;
  - (b) Deposited with the Chair of the Lands Committee;
  - (c) Posted in Sts'ailes Administration Office; and
  - (d) Posted on and off Sts'ailes Land at locations where Members may gather, mailed to members and posted on social media websites.

14.3 Some proposed Laws, in addition to the requirements set out in Subsection 14.2, require additional consultation and approval pursuant to PART VI (Input and Approval).

*Urgent Matters*

14.4 Council may enact a Law without the preliminary steps required under Subsection 14.1 to Subsection 14.3 and PART VI (Input and Approval), if Council, acting reasonably, believes that the Law is required urgently to protect Sts'ailes Lands or Members.

14.5 A Law enacted under Subsection 14.4 will be deemed to have been repealed and to have no force and effect 120 days after its enactment, but may be re-enacted in whole or as amended in accordance with Subsections 14.1 to 14.3 and PART VI (Input and Approval), or re-enacted in whole or as amended in accordance with Subsection 14.4.

*Enactment of Laws*

14.6 A Law is enacted when approved by Council Resolution after Council has complied with Subsections 14.1 to 14.3 and PART VI (Input and Approval), as appropriate or, for urgent or emergency Sts'ailes Laws, after Council has complied with Subsection 14.4.

*Administration*

14.7 Council shall perform all the duties and functions and exercise all the powers of Sts'ailes that are not specifically assigned to an individual or body established under the Land Code.

*Delegation*

14.8 Notwithstanding Subsection 14.7, Council may, by enacting a Sts'ailes Law, delegate administrative authority to an individual or a body established or authorized under the Land Code.

*Certification of Sts'ailes Laws*

14.9 A quorum of Council shall sign the original copies of enacted Sts'ailes Laws and Council Resolutions.

*Amendments*

14.10 Any Sts'ailes Law may be repealed or amended by following the procedure set out in the provisions under which the Law was enacted.

14.11 Despite Subsection 14.10, Council may, in consultation with the Lands Committee, make minor amendments to any Sts'ailes Law in relation to Sts'ailes Lands of the

nature listed in Subsection 35.3 without going through the full process for approval or amendments of Sts'ailes Laws set out in this Land Code.

*Law Coming into Force*

14.12 A Law comes into force on:

- (a) The date it is enacted; or
- (b) A date set by Resolution; or
- (c) Such other date as may be set out in the Law.

**15. Publication**

15.1 All Sts'ailes Laws shall be published in the minutes of Council.

*Posting Laws*

15.2 As soon as practicable after a Sts'ailes Law has been enacted, Council shall ensure a copy of the Law is posted in the Sts'ailes Administration Office, on the Sts'ailes website (www.stsailes.com) and other public gathering places in Sts'ailes.

*Registering of Laws*

15.3 Council shall require all Sts'ailes Laws to be Registered and shall, in addition, cause a duplicate unofficial Register of Sts'ailes Laws to be kept at the Sts'ailes Administration Office, containing copies of all Sts'ailes Laws and Council Resolutions, including those that have been repealed or are otherwise no longer in force.

15.4 Council may direct the Lands Manager to keep copies of Sts'ailes Lands related files in an unofficial duplicate registry in the Sts'ailes Administration Office.

15.5 During regular business hours of the Sts'ailes Administration Office, any Member may have reasonable access to view the Registry of Sts'ailes Laws or the unofficial duplicate registry.

*Copies for any Person*

15.6 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.

## PART VI. INPUT AND APPROVAL

### 16. Sts'ailes Laws Requiring Community Input

16.1 For greater certainty, and without limiting the generality of Section 13.1, Council may make Sts'ailes Laws respecting the following but only after meeting with the Members to receive input prior to enacting a Law in respect of:

- (a) 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) An Expropriation Law, but for greater certainty, not each Expropriation under an Expropriation Law, unless expressly required by the Expropriation Law;
- (e) Setting aside and regulation of heritage lands and sacred sites;
- (f) Spousal property; or
- (g) Any other matter or class of matters that Council by Council Resolution declares to be 'subject to'.

### 17. Sts'ailes Laws Requiring Consultation with the Lands Committee

17.1 Without limiting the generality of the Lands Committee's roles and responsibilities in relation to Section 5, Council, or the responsible Portfolio Holder, shall meet with the Lands Committee, to receive input, prior to proposing or enacting a Law in respect of:

- (a) A Land Use Plan or amendment of a Land Use Plan;
- (b) A subdivision plan;
- (c) Declaring land or an Interest in land subject to the Land Code;
- (d) Designated heritage or sacred land;
- (e) Environmentally sensitive property;
- (f) Environmental assessment;
- (g) The transfer or assignment of Interests and Licenses in Sts'ailes Lands;
- (h) Spousal property; or
- (i) Any other matter or class of matter that Council by Council Resolution declares to be subject to this section.

17.2 Recommendations of the Lands Committee in relation to Section 5 will be given full and fair consideration by Council for implementation as decisions, Council Resolutions, Sts'ailes Laws, policies, or amendments to the Land Code.

*Process to Implement Sts'ailes Laws*

17.3 Council shall, in consultation with the Lands Committee, and within a reasonable time after the Land Code takes effect, establish a process to develop and implement the Sts'ailes Laws referred to in Subsection 17.1.

17.4 Nothing in the Land Code precludes Council or the Lands Committee from consulting with other advisors or representatives of other jurisdictions, including, a Regional District, Municipality, Federal or Provincial Governments, or other First Nations.

**18. Special Membership Meetings**

18.1 Where required by the Land Code, Council shall consult with Members at a Special Membership Meeting.

*Notice of Special Membership Meeting*

18.2 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:
  - (i) Posted in public places on Sts'ailes Lands at least forty-five (45) days before the meeting;
  - (ii) Mailed or delivered to Members at least forty-five (45) days before the meeting; and
  - (iii) Given by such additional methods as Council may consider appropriate.

18.3 Nothing precludes Council from holding a Special Membership Meeting in conjunction with any other meeting of Sts'ailes Members.

*Conduct of Meetings*

18.4 The Lands Committee shall, in consultation with the Council, develop policies and procedures and Sts'ailes Laws for the conduct of meetings under the Land Code.

*Rights of Eligible Voter*

18.5 An Eligible Voter is entitled to:

- (a) Attend Special Membership Meetings called under the Land Code; and
- (b) If there is a vote, vote at a Special Membership Meeting called under the Land Code.

**19. Ratification Votes**

19.1 Approval by a Ratification Vote at a Special Membership Meeting or a Special Membership Meeting in combination with a mail-in vote must be obtained prior to passing a Law or making a final decision on any of the following:

- (a) A disposal or grant of an Interest in Sts'ailes Lands having a term of more than 25 years;
- (b) A voluntary exchange of Sts'ailes Lands under PART XII;
- (c) Approval of a Land Use Plan or a significant amendment to a Land Use Plan;
- (d) Enactment of a law for the Expropriation of an Interest in Sts'ailes Lands;
- (e) Enactment of a law which establishes a permanent Interest in Sts'ailes Land; and
- (f) Enactment of a Law or class of Sts'ailes Laws that Council, by Council Resolution, declares to be subject to this section.

19.2 Despite Paragraph 19.1(a), no Ratification Vote is required for:

- (a) the granting of Use and Occupancy Certificates to Members under the Land Code and any applicable Sts'ailes Laws;
- (b) the granting of Interests or Licenses in relation to roads, pipelines, water, sewer, hydroelectric, or other services which are for the benefit of Members or occupants on Sts'ailes Lands;
- (c) subject to this Land Code and any Sts'ailes Laws enacted by Sts'ailes, the transfer of a Use and Occupancy Certificate or CP to other eligible Members;
- (d) subject to this Land Code and any Sts'ailes Laws enacted by Sts'ailes, the regular granting of, or transfer of, Interests and Licences by Use and Occupancy and CP holders or by Council or the Lands Manager in Sts'ailes Community Lands, provided the transaction is not referenced in Paragraph 19.1(a).



*Ratification*

19.3 A Ratification Vote required under the Land Code shall be conducted, with any modifications necessary in circumstances, in substantially the same manner as provided in the process used to ratify the Land Code until the enactment of the Sts'ailes Referendum Regulation.

*Minimum Requirements for Approval*

19.4 A matter is approved by a Ratification Vote where a Majority of Eligible Voters cast a vote in favour, in accordance with thresholds as stated in the Community Ratification Process or Sts'ailes Referendum Regulation as set by Council Resolution.

*No Verifier*

19.5 A Verifier is not required in a Ratification Vote.

## **PART VII. LAND RULES**

### **20. Interests and Licenses in Sts'ailes Land**

*Dispositions Must Comply with the Land Code and be in Writing*

20.1 An Interest in, or License to use, Sts'ailes Land may only be created, granted, disposed of, assigned, or transferred by a document issued and Registered in accordance with the Land Code and any applicable Sts'ailes Laws.

*Standards*

20.2 Council may, after full and fair consideration of any recommendation made by the Lands Committee, establish mandatory standards, criteria and forms for Interests and Licenses in Sts'ailes Lands.

*Improper Transactions Void*

20.3 A document by which Council, a Member or any other Person purports to create, grant, dispose of, assign, or transfer an Interest or License in Sts'ailes Land after the date the Land Code comes into effect is void if it contravenes the Land Code or a Law passed under the Land Code.

*Non-Member*

20.4 Subject to this Land Code and any applicable Sts'ailes Laws, a Person who is not a Member may not hold a Use and Occupancy Certificate or a CP.

*Grants to Non-Members*

20.5 The written consent of Council is required for a grant or disposition of an Interest or License in Sts'ailes Land to a Person who is not a Member.

*Ceasing to be a Member*

- 20.6 A Person who ceases to be a Member shall within six (6) months of ceasing to be a Member transfer any Use and Occupancy Certificate or CP they hold to Sts'ailes or another Member.
- 20.7 Where a Member does not transfer their Use and Occupancy Certificate or CP in accordance with Subsection 20.6, the Use and Occupancy Certificate or CP issued shall, six (6) months and one (1) day after the Person ceases to be a Member, be cancelled and the Sts'ailes Lands described in the Use and Occupancy Certificate or CP shall automatically become Sts'ailes Community Lands.
- 20.8 Where a Use and Occupancy Certificate or CP reverts to Sts'ailes under Subsection 20.7 the Person ceasing to be a Member shall remain liable for any obligations or liabilities, including environmental liabilities, or any monies owing pursuant to any Interests they held prior to the date the Use and Occupancy Certificate or CP reverts to Sts'ailes.

*Natural Resources*

- 20.9 Subject to applicable law, all Natural Resources on Sts'ailes Lands belong to Sts'ailes.
- 20.10 The use and development of Natural Resources on or under Sts'ailes Lands will be subject to the Land Code and all Sts'ailes Laws and Land Use Plans.

**21. Existing Interests and Licenses**

*Continuation of Existing Interests or Licenses*

- 21.1 A legally valid Interest or License in Sts'ailes Land that is 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 or License. For greater certainty, Sts'ailes is not liable for any decrease in value or use of an Interest or a License arising in relation to a Law, Land Use Plan, or regulation duly passed under in relation to the Land Code.
- 21.2 A Member with a valid Traditional Homestead which has no issues with boundaries or conflicting claims, may after the date this Land Code comes into effect, apply for a Use and Occupancy Certificate in accordance with any applicable Sts'ailes Laws or policies.
- 21.3 Council may by Council Resolution, upon receiving compelling information or subject to an applicable ruling under PART V (Law Enactment Procedures) or by a court of competent jurisdiction, confirm, cancel, discharge, amend or correct any Interests or License issued or allotted in error or by fraud or that has expired.



## 22. New Interests or Licenses

### *Authority to Make Dispositions*

22.1 Council may grant, in accordance with this Land Code:

- (a) Subject to Section 19, Interests and Licenses in Sts'ailes Community Lands;
- (b) Licenses to carry out activities or uses or to take Natural Resources from Sts'ailes Lands;
- (c) With a written request or written consent from a Use and Occupancy Certificate holder or CP holder, Life Estates in a CP or a Use and Occupancy;
- (d) Life Estates in Sts'ailes Community Lands;
- (e) Community and Cultural Use Areas in Sts'ailes Community Lands;
- (f) With a written request or written consent from a Use and Occupancy Certificate holder or CP holder, Community and Cultural Use Areas in Use and Occupancy or CP lands;
- (g) Interests, other than a Use and Occupancy Certificate and CP, or License to Persons or utilities for Sts'ailes Lands;
- (h) Consent for Mortgages; and
- (i) With a written request or written consent of the Use and Occupancy Certificate holder or CP holder, Interests and Licenses in Use and Occupancy or CP lands.

### *Conditional Grant*

22.2 In addition to Subsection 22.1 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 Interests or License.

## 23. Certificates of Possession

### *Prohibition of Interests*

23.1 Subject to Paragraph 19.1(e) no tenure that establishes a permanent Interest in Sts'ailes Land will be established under the Land Code except for a Use and Occupancy Certificate, or a replacement of a CP that was in existence prior to this Land Code.

## 24. Use and Occupancy Certificates

24.1 Council may, by Use and Occupancy Certificate, allocate parcels of Sts'ailes Land to Members for residential purposes.

24.2 Without limiting Subsection 22.2, Council may attach specific conditions to the grant of Use and Occupancy Certificate but any such conditions must be set out in writing in the granting of the Use and Occupancy Certificate.

24.3 A parcel of land allocated under Subsection 24.1 may not be allocated to a Person who is not a Member.

*Use and Occupancy Certificate Holder Rights*

24.4 Subject to Subsections 21.3 and 22.2 and Section 25, a Use and Occupancy Certificate is an Interest that entitles the Member to:

- (a) A permanent right to exclusively occupy the land for residential purposes; and
- (b) To transfer, devise, or otherwise dispose of the Use and Occupancy Certificate to another Member in accordance with this Land Code and any applicable Sts'ailes Laws and policies.

*Use and Occupancy Certificate Does Not Confer Subsurface Rights*

24.5 For greater certainty, a Use and Occupancy Certificate does not confer on the holder subsurface rights.

*Restrictions*

24.6 A Use and Occupancy Certificate does not, of itself, entitle the Member holding the Use and Occupancy Certificate to:

- (a) Develop and benefit from the Natural Resources of the land;
- (b) Subdivide the land;
- (c) Grant subsidiary Interests in the land, including an Easements, Leasehold, Right-of-Way, Statutory Right-of-Way without Council consent;
- (d) Grant Licenses to use the land or take Natural Resources from the land, including cutting timber or removing minerals; or
- (e) Engage in development without the consent of Council.

**25. Transfer and Assignment of Interests**

*Transfer of Certificates of Possession and Use and Occupancy Certificates*

25.1 Council may enact Sts'ailes Laws regulating the extent and manner by which the Member holding a Use and Occupancy Certificate or CP in Sts'ailes Land may transfer, devise or otherwise dispose of that Interest to another Member.

- 25.2 Subject to Subsection 25.1 and this Part, a Member holding a Use and Occupancy Certificate or CP in Sts'ailes Land may sell or transfer that Use and Occupancy Certificate or CP in Sts'ailes Land to another Member provided that:
- (a) The Member receives written confirmation from Council or the Lands Manager that the proposed transferee is a Member;
  - (b) The Member selling or transferring the Use and Occupancy Certificate or CP in Sts'ailes Land applies to the Lands Manager for a parcel abstract report and a list of any known outstanding issues relating to the Interest;
  - (c) There are no outstanding housing arrears, mortgage guarantees or other debts owing to, or guaranteed by, Sts'ailes in relation to the land or home;
  - (d) The Member makes reasonable efforts to resolve outstanding issues relating to the Use and Occupancy Certificate or CP in Sts'ailes Land; and
  - (e) The sale or transfer is Registered along with the written confirmation from Council or the Lands Manager that the transferee is a Member.
- 25.3 Where Use and Occupancy Certificate or CP in Sts'ailes Land is transferred or reverts to Sts'ailes other than in relation to specific terms set out in the granting of a Mortgage, the Use and Occupancy Certificate or CP in Sts'ailes Land issued is automatically cancelled and the lands described in the Use and Occupancy Certificate or CP in Sts'ailes Land becomes Sts'ailes Community Lands.

*Transfers of Other Interests or Licences*

- 25.4 Subject to this Part, including Subsection 25.5, a Person holding an Interest or License other than a Use and Occupancy Certificate or CP in Sts'ailes Lands may transfer, assign or devise their Interest or License to any Person or entity by a written document provided the transaction complies with the Land Code and any Sts'ailes Laws and is duly Registered.
- 25.5 Except for transfers that occur by operation of law, including transfers of estates by testamentary disposition or in accordance with a Law enacted under PART X (Spousal Property Law):
- (a) There will be no transfer or assignment of an Interest or License, excluding a Use and Occupancy Certificate or CP, on Sts'ailes Land without the written consent of Council; and
  - (b) The grant of an Interest or License is deemed to include Subsection 25.5(a) as a condition of any subsequent transfer or assignment.

*Creation of Sub-Interests in Sts'ailes Lands*

25.6 A Member or Members holding a Use and Occupancy Certificate or a CP may request Council to grant, transfer, devise, or transfer, or grant by way of a Sts'ailes Spousal Property Law Agreement, an Interest or License in those Use and Occupancy Certificate or a CP 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 CP, or, if it is held jointly with another member, that that other member who jointly holds the CP, states in writing that they do not oppose the transaction;
- (c) There is a proper legal description of the lands, and if required, the lands relevant to the Interest or License have been surveyed and the survey Registered and recorded in the Registry;
- (d) The Member receives a letter from the Lands Manager or, if required by Law or regulation, a Council Resolution, stating that the transaction and Interest or License complies with the Land Code and all Sts'ailes Laws, Land Use Plans and any applicable Sts'ailes Laws; and
- (e) The Member states in writing that the transaction and the documents and agreements relating to it will not violate any agreement with a Person who has, or will have, an 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.

25.7 Unless specified in the grant, transfer, Sts'ailes Spousal Property Law 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
- (c) To receive rents or other revenues from the home, Use and Occupancy Certificate or CP.

25.8 A Person holding a Leasehold in Sts'ailes may grant a Sub-lease, Easement, or License in those lands by a written document Registered in the Registry provided that:

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- (a) The Person receives the consent of Council by a Council Resolution;
- (b) The grant complies with the Land Code and all Sts'ailes Laws, regulations and by-laws;
- (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 have been surveyed and the survey registered and recorded with Natural Resources Canada; and
- (e) The term of the Interest or License granted does not exceed the duration of the Leasehold.

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

25.10 For transactions under this Part:

- (a) Neither the Sts'ailes 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 those provisions for any representation or warranty made by the Person granting the Interest or License; and
- (b) Without restricting the generality of (a) directly above, neither Sts'ailes, the Sts'ailes Lands Office nor the Lands Manager shall be responsible for determining whether an Interest or License is in good standing or the terms have been complied with.

*No Development Without Authorization*

25.11 Subject to any Sts'ailes Law with more specific provisions, all of the following are prohibited without a License or other written authorization from Council:

- (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 connections to, roads, intersections, rip-rapping, erosion control, dyking, sewer, water, and other infrastructure;

- (e) Construction, alteration, renovation, enlargement, addition, demolition or removal of industrial, commercial or residential structures, including the installation, demolition or removal of signs, swimming pools and decks;
- (f) Anything that puts structures or people at risk within the flood plain or increases flood risks;
- (g) Anything that takes place in or within 30m of a water body or fish habitat;
- (h) Deposit or removal of more than 10m<sup>3</sup> (approximately one dump truck load) of clean, non-polluted soil, gravel or other materials per year per parcel of land; and
- (i) Cutting, removal or alteration of any tree.

25.12 Despite Subsection 25.11 CP-holders and Use and Occupation Certificate holders are prohibited from carrying out any of the activities in Paragraphs 25.11 (a) to (c) except in accordance with approval from a Ratification Vote.

## **PART VIII. MORTGAGES AND LIMITS ON MORTGAGES AND SEIZURES**

### **26. Mortgages**

#### *Protections*

26.1 In accordance with the *Framework Agreement*, Sections 29, 87, 89(1), 89(1.1) and 89(2) of the *Indian Act* continue to apply on Sts'ailes Lands but Section 89 is modified as set out below.

#### *Mortgage of Use and Occupancy or CP*

26.2 The Member's Use and Occupancy Certificate or CP in Sts'ailes Lands may only be subject to a Mortgage or charge to Sts'ailes or to another Member or to a Mortgage that is guaranteed by Sts'ailes.

26.3 Subject to the Land Code and complying with any requirements set out in Sts'ailes Law, the holder of a Use and Occupancy Certificate or CP may, in accordance with this section, seek a Mortgage of that Use and Occupancy Certificate or CP by registered document in the First Nation Lands Register provided that:

- (a) The land is in the sole lawful possession of the Member seeking the Mortgage, or the Member receives written consent from all other holders;
- (b) 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 and recorded;



(c) Sts'ailes has the first right of refusal on a defaulted Mortgage.

26.4 A Leasehold in Sts'ailes Lands, including a Leasehold granted on lands that are subject to a Use and Occupancy Certificate or a CP, that is held by a Member, 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-Member and, for greater certainty, the Mortgagee has a right of access onto Sts'ailes Lands and onto the Leasehold lands if necessary to deal with seizure, forfeiture or any related matter.

*Mortgage of Sts'ailes Community Lands*

26.5 Despite Subsections 26.2 and 26.3, and subject to this Land Code and any laws, Council may enter into Mortgages for Sts'ailes Community Lands provided that the lands are surveyed, the Mortgage is in the best interest of Sts'ailes and ratification in accordance with section 19.1(a).

26.6 Neither Sts'ailes, the Sts'ailes Lands Office, nor the Sts'ailes Lands Manager shall be responsible or liable for ensuring that the Lease or License allows the Interests in the Sts'ailes Lands to be mortgaged or that the Lease or License is in good standing or its terms have been complied with.

*Power of Redemption*

26.7 If Council exercises Sts'ailes' power of redemption with respect to Leasehold Interests, Sts'ailes becomes the lessee of the land and takes the position of the charger or Mortgagor for all purposes after the date of redemption.

## **PART IX. RESIDENCY AND ACCESS RIGHTS; TRESPASS**

### **27. Rights and Trespass**

*No Financial Obligation*

27.1 A right of residence or access to Sts'ailes Lands does not create any financial obligation on the part of Sts'ailes.

*Trespass*

27.2 Subject to any Sts'ailes Laws, any Person who resides on, enters, remains on, or solicits on Sts'ailes Lands other than in accordance with a residence or access right under the Land Code or a Law or legally valid Interests or agreement(s) is guilty of a summary offence, punishable by summary conviction or in accordance with Sts'ailes Laws, and may be immediately evicted from Sts'ailes Lands.

27.3 Subject to any Laws or bylaws, all civil remedies for trespass are preserved.

*No Liability*

27.4 No liability is imposed upon Sts'ailes in respect of any Person exercising a right of residency or access under the Land Code for injuries or damages suffered on account of the condition or state of Sts'ailes Lands.

*Transfer or Death or Mental Incompetence*

27.5 In making any decisions on its merits under this Part, Council shall consider:

- (a) All input, requests or recommendations from Immediate Family Members and the Lands Committee;
- (b) Any outstanding loans or financial obligations in relation to the Interests or Licenses 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.

*Right of Widow or Widower*

27.6 In the event that:

- (a) A Member holding a Use and Occupancy Certificate or CP dies intestate (without a Will) and is survived by a Spouse or dependent who does not hold a Registered Use and Occupancy Certificate or CP in that land; or
- (b) A Member holding Use and Occupancy Certificate or CP is declared incompetent due to mental incapacity,

subject to any Sts'ailes Law or an order of 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 Use and Occupancy Certificate or CP is disposed of under this Part.

27.7 A Spouse or dependent referred to in section 27.6 who is a Member, 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 Use and Occupancy Certificate or CP, and Council will, subject to the Land Code, evaluate the application on its merits and make a recommendation to the Minister.

*Notification of Family Members*

27.8 Pursuant to the Land Code, in the event that;

- (a) No other provision has been made by a Member referred to in section 27.6 for the disposition of the Use and Occupancy Certificate or CP in Sts'ailes Lands;
- (b) The Member's Spouse or dependent does not within 3 months make application under section 27.7; 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 Manager 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*

27.9 If a Member's Immediate Family does not within 3 (three) months after the date of a Member's death or declaration of incompetence under section 27.6 recommend who is to receive the Use and Occupancy Certificate or CP, Council may refer the matter to the Committee or call a Meeting of Members to provide advice on the disposition of the Use and Occupancy Certificate or CP.

*Interest Goes to Sts'ailes if No Immediate Family*

27.10 Subject to the Land Code, any applicable laws and the *Indian Act* if applicable, if no Immediate Family members are interested and eligible to take the Use and Occupancy Certificate or CP within four (4) months of a death or declaration of mental incapacity under section 27.6, Council will pass a Council Resolution to transfer it to Sts'ailes and the land will become Sts'ailes Community Lands.

*If Competing Members, Council Makes Recommendation*

27.11 If there is more than one Immediate Family Member interested and eligible to take the Use and Occupancy Certificate or CP arising from section 27.6, Council will, after taking into account any information received under section 27.9, recommend to the Minister on the merits who should receive it after receiving advice from Committee.

*Council May Comment on Outstanding Debts*

27.12 In making a recommendation under Subsection 27.11, Council may include recommendations or comments on dealing with any outstanding debt or liabilities relating to the Interests to be transferred.

*Council to Make Best Efforts to Influence Minister*

27.13 Council will make best efforts to influence the Minister to implement recommendations made under this Part, but is not liable in any way for any decisions made or not made by the Minister in relation to Interests or transfers relating to this Part.

## **PART X. SPOUSAL PROPERTY LAW**

### **28. Development of Rules and Procedures**

28.1 Within twelve months after the date of the Land Code comes into effect, Council will enact a Sts'ailes Spousal Property Law providing rules and procedures applicable on the breakdown of a marriage:

- (a) The use, occupation and possession of Sts'ailes Lands; and
- (b) The division of Interests or License(s) in that land.

*Enactment of Rules and Procedures*

28.2 For greater certainty, the rules and procedures contained in the Sts'ailes Spousal Property Law will be developed in consultation with the Members and the Lands Committee.

*General Principles*

28.3 The rules and procedures developed under Subsection 28.2 will take into account the following general principles:

- (a) Regard for the best interests of any Child or Children of the marriage;
- (b) The distinction between Members and Non-Members for the purpose of determining what Interests or Licenses in Sts'ailes Lands may be held by an Individual; and
- (c) The rules and procedures will not discriminate on the basis of gender.

*Interim Law*

28.4 Council may enact an interim Spousal Property Law at any time within the twelve-month period set out in Subsection 17.1.

28.5 An interim law enacted under Subsection 28.4 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 Subsections 28.2 and 28.3.

## PART XI. PROTECTION OF LAND

### 29. Rights and Interests that May Be Expropriated

29.1 An Interest or License in Sts'ailes Lands or in any building or other structure on Sts'ailes Lands may be expropriated by Sts'ailes in accordance with the Framework Agreement and a Law enacted under the Land Code.

#### *Community Purpose*

29.2 An Expropriation may be made only for a necessary Community Purpose, including but not limited to: a fire hall, sewage or water treatment facility, dike, community center, public work, road, school, daycare facility, hospital, health-care facility, and retirement home.

#### *Expropriation Law*

29.3 Prior to carrying out any Expropriations under the Land Code, Council will enact a Law, which is consistent with section 17 of the *Framework Agreement*, in respect of rights and procedures for Expropriations, including provisions in respect of:

- (a) Taking possession of an expropriated Interest or License;
- (b) Transfer of an expropriated Interest or License;
- (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.

#### *Public Notice*

29.4 Before Sts'ailes expropriates an Interest or Licence, Council will:

- (a) Prepare a report on the reasons for the Expropriation;
- (b) Post a copy of the report in the Sts'ailes Administration Office; and
- (c) Mail a copy of the report to each Eligible Voter at their last known address.

#### *Process and Limits on Expropriation Law*

29.5 Council may only expropriate an Interest in Sts'ailes Lands:

- (a) After Council has notified all holders of legal Interests and Licenses of Sts'ailes' need for the land, Interest or License and of the proposed use;

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

*Rights that Cannot Be Expropriated*

29.6 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*.

*Calculating Compensation*

29.7 The total value of compensation payable under Subsection 29.5 will be based on the following factors:

- (a) The fair market value of the Interest being expropriated;
- (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*

29.8 The fair market value of an expropriated Interest, Use and Occupancy, CP or license is equivalent to the amount that would have been paid for the Interest or license if it had been sold on Sts'ailes Lands, with all of the rights, limits and restrictions that apply to Interests, Use and Occupancy CP, or Licenses and transactions on Sts'ailes Lands, by a willing seller to a willing buyer.

*Neutral Evaluation to Resolve Disputes*

29.9 Subject to Subsection 29.11, the resolution of a dispute concerning Sts'ailes' right to expropriate involving Canada will be determined by neutral evaluation as provided in the *Framework Agreement*.

29.10 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*

29.11 Subject to any more detailed provisions set out in a Sts'ailes 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, CP or License; and
- (b) A dispute about the amount of compensation owed for an Expropriation.

## **PART XII. VOLUNTARY LAND EXCHANGE**

### **30. Conditions for a Land Exchange**

30.1 Sts'ailes may, by agreement with another party, exchange Sts'ailes Reserve Land for land from that other party in accordance with the Land Code and the Framework Agreement.

*No Effect Unless Ratified*

30.2 A Land Exchange is of no force and effect unless it receives approval by a Ratification Vote.

*Conditions of Lands to be Received*

30.3 A proposed Land Exchange cannot proceed to a Ratification Vote unless the land to be received by Sts'ailes is:

- (a) Of equal or greater area that the Sts'ailes Lands to be exchanged;
- (b) Of a value comparable to the appraised value of the Sts'ailes Lands to be exchanged; and
- (c) Eligible to become Reserve Land under the *Indian Act* and to become Sts'ailes Reserve Land in accordance with the Land Code.

*Negotiators Must Be Designated by Resolution*

30.4 A Person who negotiates land exchange agreements on behalf of Sts'ailes will be designated by Council Resolution.

*Additional Compensation*

30.5 Sts'ailes may accept additional compensation, including money or other land, in addition to the Land Exchange referred to in Subsection 30.3.

30.6 Other land accepted under Subsection 30.5 may be held by Sts'ailes in fee simple or otherwise.

*Federal Consent*

30.7 Before Sts'ailes completes a Land Exchange, it must receive a written statement from Canada stating that Her Majesty the Queen in Right of Canada:

- (a) Consents, to set apart as a Reserve, subject to the Land Code, the land to be received in the Land Exchange, 30.5as 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*

30.8 At such time as negotiations of a Land Exchange agreement are concluded, and at least 45 days before the Ratification Vote set out in section 21.1, Council will provide the following information to Members:

- (a) A description of the Sts'ailes Lands to be exchanged;
- (b) A description of the land to be received by Sts'ailes;
- (c) A description of any additional compensation to be received by Sts'ailes;
- (d) A report from a certified land appraiser stating that the conditions set out in Paragraphs 30.3(a) and 30.3(b) have been met;
- (e) A copy of the Land Exchange Agreement; and
- (f) A copy of the statement referred to in Subsection 30.7.

*Process for Land Exchanges*

30.9 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 Land;



- (b) Council will pass a Council Resolution authorizing Canada to transfer title of the Land being exchanged to Sts'ailes, in accordance with the Land Exchange Agreement; and
- (c) A copy of the documents transferring title of the land will be registered in the First Nations Land Registry.

30.10 Despite the voluntary transfer and Expropriation provisions in this Part, nothing in the Land Code prevents a Member with a CP from transferring all or a portion of their Interest in Land to Sts'ailes, for fair market value or other agreed-upon compensation. Such transfers do not require community consultation or a Ratification Vote.

### **PART XIII. CONFLICT OF INTEREST**

#### **31. Conflict of Interest**

31.1 Any Person dealing with a matter, or making a recommendation or a decision, that is related to Sts'ailes Lands must comply with the policies and procedures established by Council pursuant to the Financial Administration Law respecting the avoidance and mitigation of conflicts of interests, as amended or replaced from time to time.

##### *Common Interest Not a Conflict*

31.2 Section 31 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*

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

##### *Inability to Act*

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

##### *Disputes*

31.5 Questions about whether a breach of this Part has occurred may be referred to an Adjudicator appointed under the Dispute Resolution procedures in PART XIV

(Dispute Resolution) or a Justice of the Peace appointed under PART XV (Other Matters) .

*Penalty*

31.6 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 Sts'ailes for any benefit to himself, an Immediate Family member or a business in which that individual holds an interest resulting from a violation of this Part.

## **PART XIV. DISPUTE RESOLUTION**

### **32. Dispute Resolution**

32.1 Except as otherwise provided in this Part, disputes in relation to Sts'ailes Lands and Interest(s) or License in Sts'ailes Land shall be determined as follows:

- (a) The parties to the dispute may agree the dispute may be determined by mediation, arbitration, or other dispute resolution mechanisms agreed to and paid for by the parties; or
- (b) If the parties to the dispute do not agree on a dispute resolution mechanism, the dispute may be determined by a court of competent jurisdiction.

32.2 For greater certainty, Council may enact a law regarding Sts'ailes Reserve Land disputes in accordance with PART V (Law Enactment Procedures) of the Land Code.

## **PART XV. OTHER MATTERS**

### **33. Liability**

*Prior Acts of Canada*

33.1 Sts'ailes 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 the Land Code comes into force.

*No Waiver*

33.2 This Land Code is not, nor shall it be interpreted as being, a waiver by Sts'ailes in regard to any liabilities, acts, or omissions of Canada.

*Liability Coverage*

33.3 Council will arrange for, maintain and pay insurance coverage for its officers, employees and Council members engaged in carrying out any matter related to

Sts'ailes Land to indemnify them against personal liability arising from the performance of those duties.

*Statute of Limitations*

33.4 Subject to the Land Code or any law passed under the Land Code, a court proceeding against Sts'ailes in respect to a claim relating to land Interests, Licenses or transactions under this Land Code must not be commenced more than six months after the day on which the claim is discovered.

*Extent of Coverage*

33.5 Council will determine the extent of insurance coverage reasonable required under Subsection 33.3.

**34. Offences and Enforcement**

*Application of the Criminal Code*

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

34.2 Despite Subsection 34.1:

- (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*

34.3 Council may enact any enforcement Law or procedures authorized under the *Act* or the *Framework Agreement* including any provisions consistent with federal law for inspections, searches, seizures and compulsory sampling, testing and the production of information.

34.4 Council may enact Laws respecting appointment of Justices of the Peace for the enforcement of the Land Code and Laws

34.5 If no Justice of the Peace is appointed, the Land Code and Laws are to be enforced by a court of competent jurisdiction.

34.6 Council may enact laws or develop policies to enable appropriate enforcement issues and disputes to be dealt with through its own restorative process or other relevant community justice process.

34.7 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 or other related sources.

### **35. Amendments to Land Code**

35.1 The Land Code may be amended from time to time.

35.2 Council of Sts'ailes will post all proposed amendments in the Sts'ailes Administration Office and will make best efforts to provide notification of any proposed amendments to all Members.

35.3 A Ratification Vote is not required for revisions made to the Land Code that do not change the substance of the Land Code. Council may, from time to time, arrange and revise the Land Code. Revisions may be made as a result of, but are not limited to:

- (a) an amendment of the description of Sts'ailes Lands subject to the Land Code and Individual Agreement;
- (b) a reference in the Land Code to a clause in another Act, Law or document that was amended and resulted in clause renumbering;
- (c) a reference in the Land Code to an Act or Law or parts thereof that have expired, have been repealed or suspended;
- (d) changes in the 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 Sts'ailes without changing the substance of the Land Code; and
- (f) correct editing, grammatical or typographical errors.

35.4 All major amendments to the Land Code must be done by Ratification Vote.

35.5 A Ratification Vote on an amendment to the Land Code will be approved if a Majority of the Members who vote in the Ratification Vote in favour.

### 36. Commencement

#### *Ratification*

36.1 The Land Code will be ratified if:

- (a) The Eligible Voters approve the Land Code and the Individual Agreement with Canada by Ratification Vote held in accordance with the Sts'ailes Community Ratification Process dated for reference April 17, 2018; and
- (b) The Land Code has been certified by the Verifier pursuant to the Framework Agreement.

36.2 The 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 Sts'ailes Community Ratification Process dated for reference April 17, 2018.

#### *Effective Date*

36.3 The Land Code will come into effect on the later of:

- (a) 60 days following certification of the Land Code by the Verifier; or
- (b) The date the Individual Agreement is executed on behalf of Canada.

**SCHEDULE "A"**

**COMMITTEE MEMBERS on the date of Ratification**

- Shelley Felix
- Joshua Peters
- Russell Point
- Erick Paul
- Christy Wenman
- Daryl Francis
- Curtis Leon
- Brad Charlie
- Leanne Julian
- Tim Felix (Council Portfolio holder)

**CERTIFIED**  
AUG 24 2018  


**VERIFIED** 51

APR 19 2018  
  

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# VERIFIER FIRST NATION LAND MANAGEMENT ACT

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A. J. (AJ) Gross  
112 - 609 Truswell Road  
Kelowna, BC  
VIW 3Z1

August 24, 2018

Chief and Council, Sts'ailes First Nation  
Harold Powell, DISC  
Meko Nicholas, LABRC

## **Re Sts'ailes First Nation Land Code – Effective Date Confirmation**

I received confirmation that the Individual Agreement between the Sts'ailes First Nation and Indigenous Service Canada has been signed by both parties. Therefore, I am able to certify and confirm the effective date of the Sts'ailes First Nation Land Code.

The certification certificate is attached. It is dated August 24, 2018.

The fully executed Individual Agreement is dated August 23, 2018

The effective date provision of the Sts'ailes First Nation Land Code is provision 36.3. The content of this provision is;

### ***Effective Date***

*The Land Code will come into effect on the later of:  
60 days following certification of the Land Code by the Verifier; or  
The date the Individual Agreement is executed on behalf of Canada.*

Therefore, the effective date of the Sts'ailes First Nation Land Code is **October 23, 2018**.

This concludes my role in the process. I will close my file effective today.

I wish the First Nation all the best with regard to the implementation of their Land Code. It was a pleasure to work with all of the parties that were part of the process.



A.J. Gross  
Verifier

# LAND CODE CERTIFICATION

## STS'AILES FIRST NATION

**Whereas:** the Chief and Council of the Sts'ailes First Nation submitted their Land Code and Individual Agreement to a Ratification Vote at 4690 Salish Way, Agassiz, B.C. on July 11<sup>th</sup>, 24<sup>th</sup> and 25<sup>th</sup>, 2018. In addition the First Nation's eligible voters were provided the opportunity to vote by mail-in-ballot and electronic-ballot between June 1<sup>st</sup>, 2018 and July 15<sup>th</sup>, 2018.

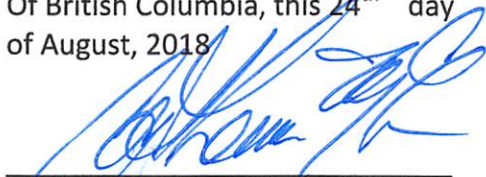
**Whereas:** as Verifier I reported on July 31<sup>st</sup>, 2018 that the Ratification Vote was conducted in accordance with the Sts'ailes First Nation Community Ratification Process.

**Whereas:** the Land Code and the Individual Agreement were approved by the Ratification Vote that was held as outlined above.

**Whereas:** the Individual Agreement, was signed by Chief and Council on behalf of the Sts'ailes First Nation on August 15<sup>th</sup>, 2018 and the British Columbia Regional Director Indigenous Services Canada on behalf of Her Majesty The Queen in right of Canada on August 23<sup>rd</sup>, 2018.

Therefore, I hereby **certify** the Land Code, attached as *Annex '1'* hereto.

DECLARED BEFORE me at the  
City of Kelowna, in the Province  
Of British Columbia, this 24<sup>th</sup> day  
of August, 2018



A Commissioner for Taking Oaths  
in and for the Province of British  
Columbia

  
A.J. Gross, Verifier

**Catherine McGowan**  
Barrister & Solicitor  
#8-1638 Pandosy Street  
Kelowna, BC V1Y 1P8  
Tel: (250) 762-2345