

# TSEYECUM FIRST NATION Land Code

DATED FOR REFERENCE March 12, 2025

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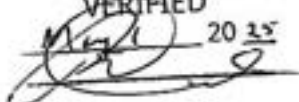
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This is Exhibit 1 to the Affidavit/Declaration  
of Richard B. Krehbiel, sworn before me  
this 1<sup>st</sup> day of May, 2025



*Nathalie Neal*

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**TSEYECUM FIRST NATION LAND CODE**

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 20 3x**PREAMBLE**

**Whereas** the Tseycum First Nation has a profound relationship with the Land that is rooted in respect for the spiritual value of the Earth and the gifts of the Creator and are the traditional stewards of their territories, and depend on their territories to fish, harvest wildlife, gather plants conduct spiritual activities and ceremonies, and educate their youth about their culture;

**And Whereas** Tseycum First Nation is a member of the WSÁNEĆ Leadership Council and party to the Historical Douglas Treaty;

**And Whereas** Tseycum First Nation members are Aboriginal peoples who have occupied Southern Vancouver Island since time immemorial and who hold Aboriginal and Douglas Treaty Rights that are protected under section 35 of the *Constitution Act 1982*;

**And Whereas** Tseycum First Nation members are determined to develop our lands and resources responsibly, promote environmental and economic sustainability, and strive to protect and enhance our culture and languages to keep our connection to our heritages and traditions;

**And Whereas** heritage sites are a vital part of our communities and we have an inherent right to manage, protect and use these places, they are significant to our history and culture and they are important to our future as our identity is inherently connected to them, our ancestors expect us to protect our heritage sites, an important source of our identity, and we must work to protect them and use them in a manner that respects and honors our traditions, values and laws, we are obligated to protect and preserve our spiritual, sacred and traditional use sites;

**And Whereas** the *Framework Agreement on First Nation Land Management* provides the option to First Nations of withdrawing their reserve land from the land management provisions of the *Indian Act* in order to exercise control over their land and resources for the use and benefit of their Members;

**And Whereas** Canada ratified its commitment to the *Framework Agreement on First Nation Land Management* with the enactment of the *First Nations Land Management Act*, SC 1999, c.24, which was subsequently repealed and replaced by the *Framework Agreement on First Nation Land Management Act*, SC 2022, c. 19, s. 121;

**And Whereas** under the *Framework Agreement on First Nation Land Management*, Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands;

**And Whereas** under the *Framework Agreement on First Nation Land Management*, Canada has committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner consistent with the Canadian Constitution;

**And Whereas** Tseycum First Nation became a signatory on June 15, 2019, to the *Framework Agreement on First Nation Land Management*, as Tseycum First Nation wishes to govern its land and resources under the *Tseycum First Nation Land Code*, rather than having its land and resources managed on its behalf under the *Indian Act*;

**And Whereas** the *Framework Agreement on First Nation Land Management* acknowledges that Canada's special relationship with Tseycum First Nation will continue;

**And Whereas** the *Framework Agreement on First Nation Land Management* is ratified by Tseycum First Nation through community approval of the *Tseycum First Nation Land Code*;

**NOW THEREFORE, THIS LAND CODE IS HEREBY ENACTED AS THE FUNDAMENTAL LAND LAW OF THE TSEYECUM FIRST NATION:**

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**PART 1**  
**PRELIMINARY MATTERS**

**1. Definitions**

Clarification

- 1.1 Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* shall have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

Definitions

- 1.2 The following definitions apply in this *Land Code*:

"Canada" means His Majesty the King in Right of Canada;

"Common-Law Partnership" means the relationship between two (2) persons who are cohabiting in a conjugal relationship;

"Community Land" means any Tseycum First Nation Land in which all Members have a common interest and is not subject to an Interest or Licence;

"Council" means the Chief and Council of the Tseycum First Nation or any successor elected government of the Tseycum First Nation;

"Dispute Resolution Panel" is the panel established under part 8 of this *Land Code*;

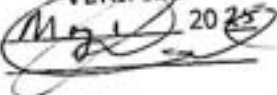
"Eligible Voter" means, for the purpose of voting in respect of Land matters under this *Land Code*, a Member who has attained eighteen (18) years of age on or before the day of the vote;

"Extended Family", in respect of a person, means the person's grandparent, uncle, aunt, first degree cousin, grandchild, and/or any other relation or relationship that Council may add by law;

"First Nation Lands Register" means the register established pursuant to clause 51 of the *Framework Agreement* and regulated by the *First Nations Land Registry Regulations* or any successor land register that may be established to replace the First Nation Lands Register;

"*Framework Agreement*" means the *Framework Agreement on First Nation Land Management*, entered into between Canada and the signatory First Nations on February 12, 1996, and amended to include Tseycum First Nation on June 15, 2019;

"Immediate Relative", in respect of a person, means the person's parent, sister, brother, child, and Spouse;

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"Individual Agreement" means the Individual Agreement providing for the specifics of the transfer of administration made between Tseycum First Nation and Canada in accordance with the *Framework Agreement*;

"Interest", in relation to Tseycum First Nation Land, means any interest, right or estate of any nature in or to that Land, including a certificate of possession, certificate of entitlement, lease, easement, right of way, servitude, mortgage or profit à prendre, but does not include title to that Land;

"Land" or "Tseycum First Nation Land" means any reserve land that is subject to this *Land Code*;

"*Land Code*" means the Tseycum First Nation Land Code;

"Lands Committee" means the Lands Committee established under Part 6 of this *Land Code*;

"*Land Laws*" means this *Land Code* and any other laws enacted under this *Land Code*, as amended from time to time;

"Lands Staff" means the personnel to whom Council has delegated administrative authority under subsection 23.122.1 to carry out the necessary functions for the day-to-day administrative operations of Land and Natural Resources.

"Licence" in relation to Tseycum First Nation Land, means any right of use or occupation of that Land, other than an Interest in the Land;

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

"Natural Resources" means any materials or substances on, under or in Tseycum First Nation Lands which, when removed, have economic or other value;

"Resolution" means a resolution of Council passed at a duly convened meeting of Council;

"Roster Panel" means those persons appointed to the Roster Panel pursuant to section 41;

"Spouse" means a person who is married to another, whether by a traditional, religious or civil ceremony, and includes a Spouse by Common-Law Partnership.

"Tseycum First Nation" means the Tseycum First Nation and its Members;

## 2. Interpretation

### Interpretation

#### 2.1 In this *Land Code*:

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- (a) the *Land Code* shall be interpreted in a fair, large and liberal manner;
- (b) the word "shall" signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* comes into effect or the event that gives rise to the obligation;
- (c) 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";
- (d) titles and headings have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;
- (e) 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;
- (f) unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;
- (g) all references to a time period of days means consecutive days and not business days;
- (h) where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a First Nation, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;
- (i) where the time limited for the doing of an act in Tseycum First Nation administration offices falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (j) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and
- (k) the principles set out in the Preamble to this *Land Code* may be used to interpret this *Land Code*.

#### Culture and traditions

- 2.2 The structures, organizations and procedures established by or under this *Land Code* shall be interpreted in accordance with the culture, traditions and customs of the Tseycum First Nation.

#### Language

- 2.3 The language of the Tseycum First Nation may be used to clarify the meaning of any provision in this *Land Code*.

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**Consistency with Framework Agreement**

- 2.4 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* will prevail to the extent of the inconsistency or conflict.

**Paramountcy**

- 2.5 If there is an inconsistency or conflict between this *Land Code* and any other enactment of the Tseycum First Nation, including a by-law enacted under section 81 of the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.

**Rights not affected**

- 2.6 This *Land Code* does not change:
- (a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Tseycum First Nation or its Members; or
  - (b) any rights of Tseycum First Nation under the United Nations Declaration on the Rights of Indigenous Peoples; or
  - (c) any lands, or any rights on lands, that are not subject to this *Land Code*; or
  - (d) the fiduciary relationship between Canada and Tseycum First Nation and its Members; or
  - (e) the by-law powers of Council pursuant to the *Indian Act*.

**Lands and Interests affected**

- 2.7 A reference to Land in this *Land Code* includes all the Interests and rights, as well as the resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that Land;
  - (b) all the Interests and Licences granted by Canada listed in the Individual Agreement; and
  - (c) all the Interests and Licences granted by Tseycum First Nation after this *Land Code* comes into effect.

**Eligible reserve land**

- 2.8 Only Land that is a reserve of the Tseycum First Nation is eligible to be governed by Tseycum First Nation as Land under this *Land Code*.

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### 3. Authority to Govern

#### Origin of authority

- 3.1 The traditional teachings of Tseycum First Nation speak of the obligation of the people of Tseycum First Nation to care for and respect the Land and the magnificent wonders of Nature created on the Land. By enacting this *Land Code*, Tseycum First Nation is reclaiming this special responsibility.

#### Flow of authority

- 3.2 The authority of Tseycum First Nation to govern its Land and resources flows from the Creator to the people of Tseycum First Nation, and from the people to Council according to the culture, traditions, customs and laws of Tseycum First Nation in accordance with its Aboriginal rights and title.

#### Legal capacity

- 3.3 For any purpose related to Tseycum First Nation Land, Tseycum First Nation has the legal capacity necessary to exercise its powers and perform its duties and functions and, in particular may:
- (a) acquire and hold property;
  - (b) borrow money;
  - (c) enter into contracts;
  - (d) expend and invest money; and
  - (e) be a party to legal proceedings.

### 4. Purpose

#### Purpose

- 4.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to Tseycum First Nation Land and by which the Tseycum First Nation will exercise authority over that Land in accordance with the *Framework Agreement*.

### 5. Description of Tseycum First Nation Land

#### Tseycum First Nation Land

- 5.1 The Tseycum First Nation Land that is subject to this *Land Code* is the Land described in Appendix "A" of this *Land Code* and any other reserve lands or Interests of the Tseycum First Nation that are made subject to this *Land Code* by Resolution or ministerial order.

#### Addition to Tseycum First Nation Land

- 5.2 In accordance with any request made by Tseycum First Nation, the Minister may, by order, set apart as a reserve, for the use and benefit of Tseycum First Nation,

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any lands the title to which is vested in Canada, and provide in the order that the lands are Tseycum First Nation Land.

#### Application of Land Code

5.3 Before the lands are transferred to Canada by Tseycum First Nation or a third party for the purpose of being set apart as a reserve, or before the lands are set apart as a reserve, Tseycum First Nation may, in accordance with its *Land Code*:

- (a) grant interests or land rights in and licences in relation to the lands, and
- (b) enact zoning or other laws within the scope of the *Framework Agreement* in relation to the lands;

that will come into force only if and when the lands become Tseycum First Nation Land.

#### Amendment to the Description of Land

5.4 As of the date of any Resolution or ministerial order adding land to Tseycum First Nation Land, the description of the Tseycum First Nation Land in the *Land Code* will be deemed to be amended to add the description of the Tseycum First Nation Land set out in the Resolution or order.

#### Additional Lands

5.5 Council shall hold a meeting of Members prior to the amendment of the description of Tseycum First Nation Land subject to this *Land Code*.

5.6 The following lands may be made subject to this *Land Code* if they are, or become, reserve lands and the relevant conditions are met:

- (a) lands owned jointly or in common by Tseycum First Nation and another First Nation, if the First Nations agree upon a joint management scheme for those lands, including:
  - (i) Indian Reserve 06835, Satuma Island No. 7, Cowichan District, E. half of section 12, and west half of section 13 on easterly point of Satuma Island, south entrance to Strait of Georgia; and
  - (ii) Indian Reserve 06838, Goldstream No. 13, Goldstream and Highland Districts, at south end of Finlayson Arm and mouth of the Goldstream River.

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**PART 2****TSEYCUM FIRST NATION LEGISLATION****6. Law-Making Powers**

Council may make Land Laws

- 6.1 Council may, in accordance with this *Land Code*, make Land Laws respecting:
- (a) the development, conservation, protection, management, use and possession of Tseycum First Nation Land;
  - (b) Interests and Licences in relation to Tseycum First Nation Land;
  - (c) any matter necessary or ancillary to the making of Land Laws in relation to the Tseycum First Nation Land.

Examples of Land Laws

- 6.2 For greater certainty, Council may make Land Laws including:
- (a) regulation, control and prohibition of zoning, Land use, subdivision control and Land development;
  - (b) economic development;
  - (c) setting aside lands for community purposes or works;
  - (d) procedures that apply to the transfer, testamentary disposition or succession of an Interest in Tseycum First Nation Land;
  - (e) rules, procedures and rights respecting the expropriation of Interests in Tseycum First Nation Land;
  - (f) the creation, regulation and prohibition of Interests and Licences in relation to Tseycum First Nation Land;
  - (g) environmental assessment and protection;
  - (h) provision of local services in relation to Tseycum First Nation Land and the imposition of equitable user charges;
  - (i) regulation, control, authorization and prohibition of residency, access and occupation and development of land;
  - (j) development cost charges;
  - (k) providing for community health and safety;
  - (l) regulation of construction standards for buildings, structures and facilities on Tseycum First Nation Land;

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- (m) fees, stumpage or royalties to be paid to Tseycum First Nation for the removal or extraction of Natural Resources from Tseycum First Nation;
- (n) setting of fees and rents to be paid to Tseycum First Nation for Licence applications or for administrative processes;
- (o) conduct of surveys;
- (p) setting aside and regulation of parks, parklands and recreational lands;
- (q) setting aside and regulation of heritage sites, cultural sites, traditional sites, spiritual sites, sacred sites and wildlife refuges;
- (r) creation of management and administrative bodies or agencies;
- (s) removal, punishment and prosecution of persons trespassing upon Tseycum First Nation Lands or frequenting Tseycum First Nation Lands for prohibited purposes;
- (t) public nuisance and private nuisance;
- (u) regulation of sanitary conditions and the provision of sanitary services in private premises and public places;
- (v) construction, maintenance and management of roads, water courses, storm drains, water diversions, bridges, fences, ditches and other local and public works;
- (w) construction and maintenance of boundary and internal fences;
- (x) regulation of traffic and transportation;
- (y) hunting, fishing, management and protection of fish, wildlife and their habitat on Tseycum First Nation Land;
- (z) use and storage of fireworks, firearms, weapons and hazardous materials or substances on Tseycum First Nation Land;
- (aa) archaeological assessment and protection of archeological and cultural resources;
- (bb) enforcement of Land Laws;
- (cc) provision of services for the resolution, outside the courts, of disputes in relation to Tseycum First Nation Land; and

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- (dd) administrative appeals from a decision to grant or refuse to grant Interests in Tseycum First Nation Land.

#### Regulatory Instruments

- 6.3 For greater certainty, in addition to Land Laws, Council may make other regulatory instruments, including rules, regulations, standards, codes and policies.

### 7. Law-Making Procedure

#### Introduction of Land Laws

- 7.1 A proposed Land Law may be introduced at a duly convened meeting of Council by:
  - (a) the Chief;
  - (b) a Councillor; or
  - (c) the representative of the Lands Committee, or other body or authority composed of Members, that may be authorized by Council to do so.

#### Rationalization of Proposed Land Law

- 7.2 Any proponent shall submit a written explanation of the reason for the proposed Land Law.

#### Lands Committee Review

- 7.3 Council shall refer a proposed Land Law to the Lands Committee for review and comment, unless the Lands Committee is the proponent.

#### Procedure upon receipt of Proposed Land Law

- 7.4 Upon receipt of a proposed Land Law, Council may:
  - (a) table the proposed Land Law for further review or for enactment;
  - (b) request that the proponent provide further information or attend before a future meeting of Council to speak to the proposed Land Law;
  - (c) undertake or direct the preparation of a draft Land Law concerning matters raised in the proposed Land Law, for consideration by Council; or
  - (d) reject the proposed Land Law.

#### Tabling and posting of proposed Land Laws

- 7.5 Before a proposed Land Law may be enacted, Council shall:

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- (a) table the proposed Land Law at a duly convened meeting of Council;
- (b) post it in public places and publish it online;
- (c) deposit the proposed Land Law with the Lands Committee;
- (d) review comments and recommendations, provided by the Lands Committee; and
- (e) take any other steps to give notice of the proposed Land Law that Council may consider appropriate.

#### Urgent matters

- 7.6 Council may enact a Land Law without completing the law-making procedures set out in this *Land Code*, if Council is of the opinion that the Land Law is needed urgently for public health and safety or to protect Tseycum First Nation Land or Members, however this Land Law expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

#### Approval of Land Law

- 7.7 Subject to this *Land Code*, a Land Law is approved by a quorum of Council at a duly convened meeting of Council open to the Members.

#### Certification of Land Laws

- 7.8 The original copy of any approved Land Law or Resolution concerning Tseycum First Nation Land shall be signed by a quorum of Council.

#### Land Laws taking effect

- 7.9 A Land Law enacted by Council takes effect on the date of its enactment or such later date as specified in the Land Law.

### 8. Publication of *Land Code* and Land Laws

#### Publication

- 8.1 All Land Laws, this *Land Code*, and any enacted amendments to the *Land Code*, shall be published:
- (a) in the minutes of the Council meeting at which it was enacted;
  - (b) by posting a copy of the *Land Code* and Land Law, as soon as practicable after enactment, in a location within the administrative office of Tseycum First Nation accessible to all Members;
  - (c) by publishing a copy of the *Land Code* and Land Law online; and
  - (d) by any additional method as Council may consider appropriate.

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**Registry of Land Laws**

- 8.2 Council shall cause to be kept, at the administrative office of Tseycum First Nation, a register containing the *Land Code*, all Land Laws and Resolutions, including Land Laws and Resolutions that have been repealed or are no longer in force.

**Copies for any Person**

- 8.3 Any person may obtain a copy of the *Land Code*, a Land Law or Resolution.

**9. Enforcement of Land Laws****Enforceability of Land Laws**

- 9.1 To enforce its *Land Code* and its Land Laws, Tseycum First Nation shall have the power to:
- (a) establish offences that are punishable on summary conviction;
  - (b) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;
  - (c) establish comprehensive enforcement procedures consistent with federal and provincial law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
  - (d) provide for the collection of non-tax debts, fees or charges owed to Tseycum First Nation using taxation collection remedies made under Tseycum First Nation taxation laws, if Tseycum First Nation has enacted taxation laws or by-laws under another act of Parliament.

**Agreement for Recovery of Fines**

- 9.2 Tseycum First Nation may enter into agreements with other governments or government agencies to collect any fines, debts, fees or other penalties imposed by its *Land Code* or Tseycum First Nation laws.

**Prosecuting Offences**

- 9.3 For the purpose of prosecuting offences, Tseycum First Nation may:
- (a) retain its own prosecutor;
  - (b) enter into an agreement with the province to arrange for a provincial prosecutor; and
  - (c) make laws with respect to the appointment and authority of justices of the peace to ensure the enforcement of Tseycum First Nation laws including adjudication of offences for contraventions of its laws.

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**PART 3****COMMUNITY MEETINGS AND APPROVALS****10. Participation of Members**

## Participation of Members

10.1 Every Member is entitled to participate in the meeting of Members.

**11. Participation of Eligible Voters**

## Participation of Eligible Voters

11.1 Every Eligible Voter is entitled to participate in community approvals.

**12. Meeting of Members and Community Approval Procedure**

## Notice of meeting

12.1 Council shall give written notice of the meeting of Members and any matter requiring community approval at a meeting of Members, and include in the notice:

- (a) the date, time and place of the meeting;
- (b) a brief description of the matter to be discussed;
- (c) a brief description of any matter that requires community approval; and
- (d) other information and material that Council considers appropriate.

## Manner of notice

12.2 The notice shall be given to the Members before the meeting or vote, by:

- (a) posting the notice in public places;
- (b) providing the notice to Members and taking reasonable steps to locate and inform Members who reside on and off-reserve;
- (c) posting the notice online; and
- (d) additional methods Council considers appropriate.

## Permission of Council

12.3 A person, other than a Member, authorized by Council may attend a meeting of Members.

## Informed Decision

12.4 Council may schedule more than one meeting of Members as may be necessary to ensure that Members are well informed before making a decision on a proposed Land Law or Land matter.

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### 13. Community Meetings of Members

#### Community Meetings

13.1 Council shall call a meeting of Members prior to:

- (a) enacting a Land Law respecting a community plan or subdivision plan;
- (b) making a decision concerning any development affecting a heritage site or an environmentally sensitive property;
- (c) enacting a Land Law respecting environmental assessment and protection;
- (d) enacting a Land Law respecting the transfer and assignment of rights and interests in Tseycum First Nation Land;
- (e) enacting a Land Law respecting family homes and matrimonial interests on Tseycum First Nation Land;
- (f) enacting a Land Law respecting the rights and procedures on community expropriation; and
- (g) respecting any other matter, Land Law or class of law that Council, by Resolution, declares to be subject to this section.

#### No Quorum

13.2 No quorum or minimum level of participation is required at a meeting of Members.

13.3 For greater certainty, Member approval is not required in order for Council to proceed with respect to any of those matters set out in subsection 13.1.

### 14. Community Approval

#### Community approval

14.1 Community approval shall be obtained for the following:

- (a) any master Land use plan;
- (b) any new grant or disposition of an Interest or Licence in any Tseycum First Nation Land exceeding a term of thirty five (35) years;
- (c) any renewal of a grant or disposition of an Interest or Licence in any Tseycum First Nation Land that extends the original term beyond thirty five (35) years;
- (d) any grant or disposition of any non-renewable Natural Resources on any Tseycum First Nation Land exceeding a term of five (5) years;

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- (e) any deletion of a heritage site;
- (f) any voluntary exchange of Tseycum First Nation Land; and
- (g) any other matter, Land Law or class of law that Council, by Resolution, declares to be subject to this section.

#### Community Housing Project Excepted

- 14.2 Notwithstanding subsection 14.1, community approval is not required for a grant or disposition of an Interest or Licence in Tseycum First Nation Land for the purpose of developing community housing.

#### Utility Permits Excepted

- 14.3 Community approval is not required for an easement, right of way or permit granted by Council for utilities, including telecommunications, water, electricity, natural gas, sewer services and ancillary services.

#### Method of Voting


- 14.4 Community approval shall be obtained by one or more of the following methods:
- (a) establishing polling locations;
  - (b) show of hands;
  - (c) mail-in ballot;
  - (d) alternative voting methods, such as electronic and telephone voting; or
  - (e) any other method outlined in voting policies.

#### Approval by Majority

- 14.5 A matter shall be considered approved if more than half of participating Eligible Voters cast a vote in favor of the matter.

#### Increased threshold

- 14.6 Despite subsection 14.5, Council may, by Resolution prior to a vote, do either or both of the following:
- (a) establish a number or percentage of Eligible Voters who must participate in the vote in order for the result to be binding;
  - (a) set an approval threshold greater than that set out in subsection 14.5.

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## 15. Ratification Votes

### Community Approval by Ratification vote

15.1 Community approval by ratification vote shall be obtained for an amendment to this *Land Code*.

### Exceptions

15.2 A community approval by ratification vote is not required for:

- (a) an amendment to the description of Land of this *Land Code*;
- (b) revisions to this *Land Code* made pursuant to section 47; and
- (c) an amendment to, or renewal of, the Individual Agreement.

### Ratification process

15.3 Any ratification vote required under this *Land Code* may be conducted in a similar manner as the *Tseycum First Nation Community Ratification Process*, which was used to ratify this *Land Code*.

### Approval by Majority

15.4 A matter shall be considered approved if more than half of participating Eligible Voters cast a vote in favor of the matter.

### Increased threshold

15.5 Despite subsection 15.4, Council may, by Resolution prior to a vote, do either or both of the following:

- (a) establish the number or percentage of Eligible Voters who must participate in the vote in order for the result to be binding;
- (b) set an approval threshold greater than that set out in subsection 15.4.

### Policies Consultation, Approval and Ratification

15.6 For greater certainty, Council may make Land Laws or policies respecting:

- (a) meetings of Members;
- (b) community consultations;
- (c) community approvals;
- (d) ratification votes; and
- (e) any other matter, that Council, by Resolution, declares to be subject to Part 3 of this *Land Code*.

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**PART 4**  
**PROTECTION OF LAND**

**16. Expropriation**

Acquisition by Mutual Agreement

- 16.1 The Tseycum First Nation may expropriate an Interest or Licence in Tseycum First Nation Land, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests that may be expropriated

- 16.2 An Interest or Licence in Tseycum First Nation Land, or in any building or other structure on that Land, may only be expropriated by Tseycum First Nation in accordance with the *Framework Agreement* and any Land Law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

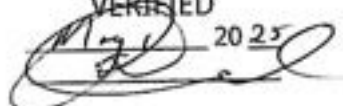
- 16.3 A community expropriation shall only be made for necessary community works or other Tseycum First Nation purposes, including a fire hall, sewage or water treatment facility, community center, public works, utilities, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.

Expropriation Land Laws

- 16.4 Before proceeding to make any community expropriations in accordance with this *Land Code* and the *Framework Agreement*, Council shall enact a Land Law respecting the rights and procedures for community expropriations, including provisions respecting:
- (a) the taking of possession of the Interest or Licence;
  - (b) transfer of the Interest or Licence;
  - (c) notice of expropriation and service of the notice of expropriation;
  - (d) entitlement to compensation;
  - (e) determination of the amount of compensation; and
  - (f) the method of payment of compensation.

Public report

- 16.5 Before Tseycum First Nation expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.

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**Member notification**

- 16.6 In the case of an expropriation of a Member's Interest in Tseycum First Nation Land, the affected Member or Members shall receive notification of the expropriation within a reasonable time prior to the release of the public report.

**Rights that may not be expropriated**

- 16.7 In accordance with clause 17.6 the *Framework Agreement*, an Interest of Canada or that was obtained pursuant to section 35 of the *Indian Act* in Tseycum First Nation Land is not subject to expropriation by the Tseycum First Nation.

**Compensation for rights and Interests**

- 16.8 Tseycum First Nation shall, in accordance with its Land Laws and the *Framework Agreement*:
- (a) serve reasonable notice of the expropriation on each affected holder of the Interest or Licence to be expropriated; and
  - (b) pay fair and reasonable compensation to the holders of the Interest or Licence being expropriated.

**Compensation calculations**

- 16.9 In accordance with clause 17.4 of the *Framework Agreement*, Tseycum First Nation shall calculate the total value of the compensation under this section based on the heads of the compensation set out in the *Expropriation Act* (Canada).

**Market value**

- 16.10 The "market value" of an expropriated Interest or Licence is equal to the amount that would have been paid for the Interest or Licence if it had been sold by a willing seller to a willing buyer under no duress.

**Neutral evaluation to Resolve Disputes**

- 16.11 The resolution of disputes concerning the right of the Tseycum First Nation to expropriate shall be determined by neutral evaluation, in the same manner as provided in part IX of the *Framework Agreement*, and the sixty (60) day period referred to in the *Framework Agreement* shall be applied, as appropriate in the circumstance, by the neutral evaluator.

**Arbitration to resolve Disputes**

- 16.12 The resolution of the following disputes shall be determined by arbitration, in the same manner as provided in part IX of the *Framework Agreement*:
- (a) disputes concerning the right of a holder of an expropriated Interest or Licence to compensation; and
  - (b) disputes concerning the amount of the compensation.

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## 17. Voluntary Exchange of Tseycum First Nation Land

### Conditions for a land exchange

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

### No effect

- 17.2 A land exchange is of no effect unless it receives community approval in accordance with this *Land Code* and with clause 14.2 of the *Framework Agreement*.

### Land to be received

- 17.3 No land exchange may occur unless the land to be received in the exchange meets the following conditions:
- (a) it shall be equal to or greater than the area of the Tseycum First Nation Land to be exchanged;
  - (b) it shall be at least comparable to the appraised value of the Tseycum First Nation Land; and
  - (c) it shall become a reserve and Tseycum First Nation Land subject to this *Land Code*.

### Negotiators

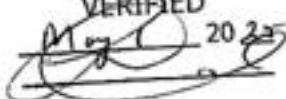
- 17.4 The person who will have authority to negotiate a land exchange agreement on behalf of Tseycum First Nation shall be designated by a Resolution of Council.

### Additional land

- 17.5 Tseycum First Nation may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by the Tseycum First Nation in fee simple or some other manner.

### Federal Consent

- 17.6 Before Tseycum First Nation concludes a land exchange agreement, it shall receive a written statement from Canada clearly stating that Canada:
- (a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and
  - (b) consents to the manner and form of the exchange as set out in the exchange agreement.

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## Community notice

17.7 Once negotiations on the land exchange agreement are concluded, Council shall provide the following information to Eligible Voters before the vote:

- (a) a description of the Tseycum First Nation Land to be exchanged;
- (b) a description of the land to be received in the exchange;
- (c) a description of any other compensation to be exchanged;
- (d) a report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met;
- (e) a copy or summary of the exchange agreement; and
- (f) a copy of Canada's consent.

## Process of land exchange

17.8 The land exchange agreement shall provide that:

- (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
- (b) Council must pass a Resolution authorizing Canada to transfer title to the Tseycum First Nation Land being exchanged, in accordance with the exchange agreement;
- (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nation Lands Register; and
- (d) the land to be set apart as a reserve has been subject to an environmental audit, and clearance or remediation as necessary, or that Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost to Tseycum First Nation, and with full indemnification to Tseycum First Nation.

**PART 5****ACCOUNTABILITY****18. Conflict of Interest or Appearance of Conflict of Interest**

## Application of rules

18.1 The conflict of interest rules in this *Land Code* apply to the following persons:

- (a) each member of Council who is dealing with any matter before Council that is related to Tseycum First Nation Land;
- (b) each person who is an employee of Tseycum First Nation dealing with any matter that is related to Tseycum First Nation Land;
- (c) each member of the Dispute Resolution Panel; and

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- (d) each person who is a member of a board, committee or other body of Tseycum First Nation dealing with any matter that is related to Tseycum First Nation Land.

#### Duty to report and abstain

- 18.2 If there is any actual or apparent financial, familial or personal conflict of interest in the matter being dealt with, the person:
- (a) shall disclose the interest to Council, or the board, committee or other body as the case may be;
  - (b) shall not take part in any deliberations on that matter or vote on that matter; and
  - (c) shall remove themselves from the proceedings.

#### Apparent conflict of interest

- 18.3 A person has an apparent conflict of interest if there is a reasonable perception, which a reasonably well informed person could properly have, that the person's ability to deliberate or decide on the matter has been affected by his or her private interest or the private interest of an Immediate Relative.

#### Inability to act

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

#### Meeting of Members

- 18.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, a proposed Land Law or Resolution to a community meeting of Members.

#### Specific Conflict situations

- 18.6 No Immediate Relatives and not more than two (2) members from the same Extended Family shall be concurrent members of an appointed board, committee or other body dealing with any matter that is related to Tseycum First Nation Land. Council or any other elected board, committee or body is exempt from this rule.

#### Disputes

- 18.7 The Dispute Resolution Panel has the jurisdiction to hear and decide on any matter concerning a conflict of interest.

#### Other laws

- 18.8 For greater certainty, Council may develop a policy or enact laws to further implement this section.

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## 19. Financial Management

### Application

- 19.1 This section applies only to financial matters relating to Tseycum First Nation Land and Natural Resources.

### Financial policies

- 19.2 Council may develop financial management laws and policies to:
- (a) regulate the receipt, management and expenditure of moneys, including transfer payments, all capital and revenue moneys received from Canada, all Land revenue, and moneys received from a grant or disposition of any Interest or Licence in relation to Tseycum First Nation Land and Natural Resources;
  - (b) manage financial records and accounts;
  - (c) prepare financial statements and audits;
  - (d) prepare and implementing budgets and annual presentation of budgets;
  - (e) determine the general investment strategy;
  - (f) address contracts, loans and other indebtedness;
  - (g) establish fees, fines, charges and levies; and
  - (h) establish and maintain a recordkeeping system that ensures confidentiality, security of records and document retention.

### Administrative structure

- 19.3 Council may establish an administrative structure to:
- (a) implement all financial policies and procedures;
  - (b) oversee the day-to-day operational responsibilities for managing moneys related to Tseycum First Nation Land and Natural Resources;
  - (c) ensure the accuracy of the accounting records;
  - (d) reconcile, review and approve bank statements;
  - (e) present the annual budgets to Members;
  - (f) present annually an audit of the financial statements to the Members; and
  - (g) prepare the annual report to Members.

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## 20. Annual Report

### Publish annual report

- 20.1 Lands Staff, on behalf of Tseycum First Nation, shall publish an annual report on Land matters.

### Contents

- 20.2 The annual report may include, without limitation:
- (a) an annual review of Tseycum First Nation Land and Natural Resources management;
  - (b) annual budget;
  - (c) a copy and explanation of the audit as it applies to Tseycum First Nation Land and Natural Resources; and
  - (d) any other matter as determined by Council or the Lands Committee.

## 21. Access to Information

### Access

- 21.1 Any person may, during normal business hours at the administrative office of Tseycum First Nation, have reasonable access to:
- (a) the register of Land Laws;
  - (b) the auditor's report; and
  - (c) the annual report on Land and Natural Resources.

### Copies for Members

- 21.2 Any Member may obtain a copy of the auditor's report or annual report.

### Access to records

- 21.3 Any person authorized by Council may inspect the financial records of Tseycum First Nation related to Tseycum First Nation Land.

## PART 6

### LAND AND NATURAL RESOURCES ADMINISTRATION

## 22. Lands Staff

### Administration

- 22.1 Council may delegate administrative authority to staff to carry out functions necessary for day to day administrative operations of Land and Natural Resources.

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## 23. Lands Committee

### Lands Committee established

23.1 The Lands Committee is hereby established for the following purposes:

- (a) assist Council with the development of the Land administration system;
- (b) advise Council and its staff on matters respecting Tseycum First Nation Land;
- (c) recommend Land Laws, Resolutions, policies and practices respecting Tseycum First Nation Land to Council;
- (d) consult with Members and non-Members on Tseycum First Nation Land issues, and to make recommendations on the resolution of those issues to Council;
- (e) oversee community meetings of Members, community approvals and ratification votes; and
- (f) perform such other duties as may be delegated or assigned by Resolution or Land Law under this *Land Code*.

### Process to Implement Land Laws

23.2 The Lands Committee shall, within a reasonable time after this *Land Code* takes effect, recommend to Council a community process to develop and implement Land Laws.

### Internal procedures

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

## 24. Implementation of the Lands Committee

### First Lands Committee

24.1 Immediately upon the coming into effect of this *Land Code*, Council shall select a Lands Committee to serve for a term of up to three (3) years until a policy governing the Lands Committee comes into force.

### Policy Governing Successors to the first Lands Committee

24.2 As soon as possible after the coming into force of this *Land Code*, Council, in consultation with the Lands Committee, shall develop a policy for the selection, election, or appointment of Eligible Voters to serve on the Lands Committee, and dealing with such matters as number of members, composition, eligibility, Chair and Deputy Chair, functions of the Chair, term of office, remuneration, conditions

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of service, termination, vacancies arising during term and such other matters as Council deems appropriate to the operation of the Lands Committee.

## PART 7

### INTERESTS AND LICENCES IN LAND

#### 25. Revenue from Land and Natural Resources

##### Determination of fees and rent

- 25.1 The Lands Committee shall, subject to the approval of Council, establish the process and recommend any Land Laws, rules and policies for determining:
- (a) the fees and rent for Interests and Licences in Tseycum First Nation Land;
  - (b) the fees for services provided in relation to any Tseycum First Nation Land; and
  - (c) the fees and royalties to be paid for the taking of Natural Resources from Tseycum First Nation Land.

#### 26. Registration of Interests and Licences

##### Enforcement of Interest and Licences

- 26.1 An Interest or Licence in Tseycum First Nation Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the First Nation Lands Register.

##### Registration of Consent or approval

- 26.2 An instrument granting an Interest or Licence in Tseycum First Nation Land that requires the consent of Council, or community approval, shall include a form of certificate indicating that the applicable consent or approval has been obtained.

##### Duty to deposit

- 26.3 A copy of the following instruments shall be deposited in the First Nation Lands Register:
- (a) any grant of an Interest or Licence in Tseycum First Nation Land;
  - (b) any transfer or assignment of an Interest or Licence in Tseycum First Nation Land;
  - (c) every Land use plan, subdivision plan or resource use plan;
  - (d) every Land Law; and
  - (e) this *Land Code* and any amendment to this *Land Code*.

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## 27. Limits on Interests and Licences

### All dispositions in writing

- 27.1 An Interest or Licence in Tseycum First Nation Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *Land Code* and any relevant Land Law.

### Standards

- 27.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in Tseycum First Nation Land.

### Improper Transactions void

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

## 28. Existing Interests

### Continuation of existing Interests and Licences

- 28.1 Any Interest or Licence in Tseycum First Nation Land that existed when this *Land Code* takes effect will, subject to this *Land Code*, continue in force in accordance with its terms and conditions.
- 28.2 Tseycum First Nation is not liable for any decrease in value of, or any impact on the use of, an Interest or Licence arising from any exercise of authority under the *Land Code* or Land Laws.

### Voluntary amendment or replacement of existing Interests and Licences

- 28.3 For greater certainty, the terms of a designation or surrender made under the *Indian Act* do not restrict the ability of Tseycum First Nation and third parties, a Member or non-Member, by agreement, to modify an Interest or Licence or to have the Interest or Licence replaced by a new Interest or Licence issued under this *Land Code*.

### Replacing the role of the Minister

- 28.4 Immediately upon the coming into force of this *Land Code*, Canada transfers to Tseycum First Nation all the rights and obligations of Canada as grantor in respect of existing Interests and Licences in or in relation to Tseycum First Nation Land.

### Unregistered Interests

- 28.5 A policy shall be established as soon as practical after the coming into force of the *Land Code* to accommodate unregistered Interests.

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## 29. New Interests and Licences

### Authority to make Dispositions

29.1 Council may, on behalf of Tseycum First Nation, grant:

- (a) Interests and Licences in Tseycum First Nation Land, including certificates of possession, member allocations, leases, permits, easements and rights-of-way; and
- (b) Licences to take Natural Resources from Tseycum First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

### Conditional grant

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

### Role of the Lands Committee

29.3 The Lands Committee shall advise Council on the granting of Interests or Licences and may be authorized to act as a delegate of Council under this section.

## 30. Interests of Non-Members

### Grants to non-Members

30.1 A transfer or other disposition of all or any part of an Interest or Licence in Tseycum First Nation Land to a person who is not a Member shall not be effective unless and until it is confirmed by a Resolution of Council.

## 31. Certificates of Possession or Member Interests

### Application

31.1 For greater certainty, certificates of possession or Member Interests previously issued under the *Indian Act* shall continue to exist after the coming into force of this *Land Code*.

## 32. Allocation of Land to Members

### Policies and procedures for allocation of Land

32.1 Subject to the provisions of this *Land Code*, Council in consultation with the Lands Committee shall establish Land Laws, policies and procedures for the allocation of Land to Members.

### Allocation

32.2 Council may, in accordance with this *Land Code*:

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- (a) allocate Land to Members; or
- (b) issue a certificate for an interest to a Member for Land allocated to that Member.

No allocation of Land to non-Members

- 32.3 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Tseycum First Nation Land.

### 33. Transfer and Assignment of Interests

Transfer of Member Interest

- 33.1 A Member may transfer or assign an Interest in Tseycum First Nation Land to another Member without community approval or the consent of Council.

Consent of Council

- 33.2 Except for the transfers under subsection 33.1 and transfers that occur by operation of law, including transfers by testamentary disposition or in accordance with any family homes and matrimonial interests Land Laws enacted pursuant to section 37:
- (a) there shall be no transfer or assignment of an interest in Tseycum First Nation Land without the written consent of Council; and
  - (b) the grant of an Interest or Licence is deemed to include subsection 33.2(a) as a condition on any subsequent transfers or assignments.

### 34. Limits on Mortgages and Seizures

Protections

- 34.1 In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Tseycum First Nation Land:
- (a) section 29;
  - (b) section 87;
  - (c) subsection 89(1); and
  - (d) subsection 89(2).

Mortgage of Allocated Land

- 34.2 Subject to subsection 34.4, a Member who holds an Interest in Tseycum First Nation Land may grant a mortgage of that Interest, but only to a Member or to Tseycum First Nation with the express written consent of Council.

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**Time limit**

- 34.3 The term of any charge or mortgage of a leasehold Interest shall not exceed the term of the lease.

**Mortgages of leasehold Interests with consent**

- 34.4 Notwithstanding subsection 34.2, a leasehold Interest may be subject to charge or mortgage, but only with the express written consent of Council.

**Default in mortgage**

- 34.5 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:
- (a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;
  - (b) the mortgage or charge received approval, if required under a Land Law;
  - (c) the mortgage or charge was registered in the First Nation Lands Register; and
  - (d) Council received written notice of the default, subsequently had one hundred and twenty (120) calendar days to redeem the mortgage or charge, and has not redeemed the mortgage or charge within that time.
- 34.6 If Council redeems a mortgage or charge with respect to a leasehold Interest within the prescribed time, Tseycum First Nation becomes the lessee of the land and takes the position of the mortgagor or charge holder for all purposes after the date of redemption.
- 34.7 Council may waive its one hundred and twenty (120) calendar day right of redemption for any mortgage or charge of a leasehold Interest.
- 34.8 If Council fails to exercise its right of redemption with respect to a leasehold Interest within the prescribed time, then the mortgagee or chargee may seize the leasehold Interest and subsequently transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.

**Mortgage or charge by a third-party transferee**

- 34.9 If a leasehold Interest is seized and transferred or assigned to a third party in accordance with this Land Code, neither the consent of Council nor any other approval required for a mortgage or charge under a Land Law is needed for that

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third party to obtain a mortgage or charge in respect of that leasehold interest, provided that:

- (a) the mortgage or charge is obtained within sixty (60) calendar days of the transfer or assignment of the leasehold interest;
- (b) the mortgagee or the chargee in respect of the mortgage qualifies as an "approved lender" for Canada Mortgage and Housing Corporation insured mortgages;
- (c) the mortgage must be for the purpose of purchasing the leasehold interest, or construction or repair on the leasehold interest; and
- (d) the principal amount secured by the mortgage does not exceed the total value of the leasehold interest or the construction or repair costs, as the case may be.

#### Member leasing

34.10 Members may:

- (a) Lease Lands to themselves; and
- (b) Charge or mortgage a leasehold interest to themselves.

### 35. Residency and Access Rights

#### Right of residence

35.1 The following persons have a right to reside on Tseycum First Nation Land:

- (a) Members and their Spouses and children;
- (b) Members with a registered interest in Tseycum First Nation Land;
- (c) any invitee of a Member referred to in clause (a) or (b);
- (d) lessees and permittees, in accordance with the provisions of the granting instrument; and
- (e) a person authorized in writing by Council, Lands Committee or by a Land Law.

#### Right of access

35.2 The following persons have a right of access to Tseycum First Nation Land:

- (a) a lessee or other person with a registered interest and his or her invitees;
- (b) a person granted a right of access under a Licence or permit;
- (c) Tseycum First Nation Members and their Spouses and children and his or her invitees;

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- (d) a person who is authorized by a government body or any other public body, established by or under an enactment of Tseycum First Nation, Parliament or the province to establish, operate or administer a public service, to construct or operate a public institution or to conduct a technical survey provided that the person received written authorization from Council; or
- (e) a person authorized in writing by Council or Lands Committee or by a Land Law.

**Public access**

35.3 Any person may have access to Tseycum First Nation Land for any social or business purposes, if:

- (a) the person does not trespass on occupied Land and does not interfere with any Interest in Land;
- (b) the person complies with all applicable laws; and
- (c) no Resolution or other order has been issued barring that person from accessing Tseycum First Nation Land.

**Use of roads**

35.4 Any person may have the right of access to Tseycum First Nation public roads, subject to this *Land Code* and Land Laws.

**Trespass**

35.5 Any person, who resides on, enters or remains on Tseycum First Nation Land, other than in accordance with a residence or access right under this *Land Code*, is guilty of an offence.

**Civil remedies**

35.6 All civil remedies for trespass are preserved.

**36. Transfers on Death**

36.1 Subject to any Land Laws on family homes and matrimonial interests, until Tseycum First Nation exercises jurisdiction in relation to wills and estates, the provision of the Indian Act dealing with wills and estates shall continue to apply with respect to Interests in Tseycum First Nation Land.

**Registration of transfer**

36.2 Subject to the provisions of this *Land Code*, a person who receives an Interest in Tseycum First Nation Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the Indian Act, is entitled to have that Interest registered in the First Nation Lands Register.

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## Disposition of interest

- 36.3 If no provision has been made by the deceased Member of the disposition of the Interest to another Member, the following rules apply:
- (a) the Minister or his or her delegate may make application to Council requesting that an instrument evidencing lawful possession or occupation of Tseycum First Nation Land be issued; or
  - (b) a certificate for an Interest or other instrument may be issued in accordance with procedures established by Council, or application of the Minister or his or her delegate, if the beneficiary or purchaser is a Member of Tseycum First Nation.

**37. Family Homes and Matrimonial Interests Land Law**

## Development of rules and procedures

- 37.1 Council has the power to enact Land Laws that apply during a conjugal relationship, when that relationship breaks down or on the death of a Spouse, respecting:
- (a) the use, occupancy and possession of family homes on Tseycum First Nation Land;
  - (b) the division of the value of any Interests held by Spouses in or to structures and lands on Tseycum First Nation Land; and
  - (c) the period of cohabitation in a conjugal relationship to qualify as a common-law partnership.

## Enactment of rules and procedures

- 37.2 The rules and procedures contained in family homes and matrimonial Interests Land Laws shall be developed by the Lands Committee in consultation with the Members.

## Additional provisions

- 37.3 Family homes and matrimonial Interests Land Laws may include:
- (a) provisions for administrating those laws;
  - (b) despite subsection 89(1) of the *Indian Act*, provisions for enforcing, on Tseycum First Nation Land, an order of a court or a decision made or an agreement reached under those laws; and
  - (c) procedures for amendment and repeal of those laws.

## Notice of Land Laws

- 37.4 Council shall provide, to the provincial Attorney General, notice of its intent to make family homes and matrimonial Interests Land Laws and, upon enactment, provide a copy of those laws to the Attorney General.

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## PART 8

### DISPUTE RESOLUTION

#### 38. Purpose

##### Intent

- 38.1 The intent of this part is to ensure that all persons entitled to possess, reside upon, use or otherwise occupy Tseycum First Nation Land do so harmoniously with due respect to the rights of others and of Tseycum First Nation and with access to Tseycum First Nation procedures to resolve disputes.

##### Purpose

- 38.2 The purpose of these rules is to enable the parties to a dispute to achieve a just, speedy and inexpensive determination of a matter in dispute, taking into account the values which distinguish dispute resolution from litigation.

#### 39. Disputes

##### Dispute prevention

- 39.1 The parties shall use best efforts to prevent disputes from arising and shall consider the use of dispute resolution processes at the earliest possible stage of any conflict.

##### Disputes prior to *Land Code*

- 39.2 Disputes that arose before this *Land Code* came into effect may be addressed and resolved under this part.

##### Decision of Council or Lands Committee

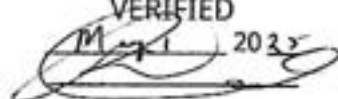
- 39.3 If a Member, or a non-Member with an Interest or Licence in Tseycum First Nation Land, has a dispute with respect to a decision of Council or the Lands Committee, the person shall first attempt to resolve that dispute with Council or the Lands Committee, before referring the dispute to the Dispute Resolution Panel.

##### Settle a dispute

- 39.4 Nothing in this part shall be construed to limit the ability of any person to reach agreement to settle a dispute without recourse to this part.

##### Settlement agreement

- 39.5 Any settlement reached through dispute resolution shall not be legally binding until it has been reduced to writing and properly executed by, or on behalf of, the parties.

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**Contractual agreement**

- 39.6 A contractual agreement made under this *Land Code* may establish that the dispute resolution outlined in this *Land Code* and its Land Laws may be mandatory or may to some degree prescribe for alternate dispute resolution processes if there is consensual agreement by the parties involved in that agreement. The dispute resolution clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract.

**Variation of rules**

- 39.7 The parties to a dispute to which these rules apply may to some degree, modify, vary or amend these rules by consensual agreement in writing, and notify the Dispute Resolution Panel in writing.

**Civil remedies**

- 39.8 Notwithstanding subsection 39.6 nothing in this part shall be construed to prevent a party to a dispute from, at any stage of dispute resolution, applying to have the dispute resolved in a court of competent jurisdiction.

**Challenge to validity of Land Law**

- 39.9 For greater certainty, nothing in this part shall be construed to prevent a party to a dispute from challenging the validity of a Land Law, but such a challenge may be heard only in a court of competent jurisdiction.

**40. Processes****Staged processes**

- 40.1 Tseycum First Nation intends that a dispute in relation to Tseycum First Nation Land, except as otherwise provided, may progress through the following stages:
- (a) facilitated discussions;
  - (b) negotiation;
  - (c) mediation; and
  - (d) final arbitration by the Dispute Resolution Panel.

**Procedure to file a dispute**

- 40.2 A person who wishes to resolve a dispute with another person or Tseycum First Nation in relation to the use or occupation of Tseycum First Nation Land may file a written notice of dispute setting out:
- (a) the nature of the dispute;
  - (b) a statement outlining the facts and supporting arguments of the dispute claim; and
  - (c) the relief that is sought.

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**Termination of processes**

40.3 Facilitated discussions, negotiations and mediations may be suspended upon any of the following occurrences:

- (a) the parties reach an agreement;
- (b) one of the parties refuses to continue with facilitated discussions, negotiations or mediation;
- (c) the mediator assesses that nothing meaningful is to be gained in continuing the process; or
- (d) upon the request of both parties.

**Notice of termination**

40.4 A notice of termination is required when further facilitated discussions, negotiations or mediation shall not resolve the dispute. The dispute may progress to the next stage of the dispute resolution process or to final arbitration.

**Dispute resolution not available**

40.5 Dispute resolution is not available under this part for disputes in relation to:

- (a) administration or distribution of an estate;
- (b) decisions relating to housing allocations;
- (c) decisions of Council to grant or refuse to grant an Interest or Licence in Tseycum First Nation Land to a non-Member;
- (d) decisions on expropriation under this *Land Code*; and
- (e) prosecution or conviction of an offence under a Land Law or under criminal law.

**Duty of fairness**

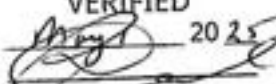
40.6 All persons involved in a dispute under this Part shall be:

- (a) treated fairly;
- (b) given a full opportunity to present their case; and
- (c) given reasons for a decision made under this part.

**Rules and procedures**

40.7 Council may prescribe such laws, resolutions, rules, policies, procedures, forms and reasonable fees not inconsistent with this *Land Code*, as may be necessary to give effect to this part including:

- (a) facilitated discussions, negotiations, mediations and arbitrations;
- (b) terms of office for panelists;

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- (c) remuneration of facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;
- (d) code of conduct for facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;
- (e) disclosure and confidentiality;
- (f) imposition of time limitations for submitting a notice of dispute and referring a matter or dispute to the Dispute Resolution Panel;
- (g) implementing recommendations of the Dispute Resolution Panel; and
- (h) any other matter necessary to give effect to this part.

#### Waiver of liability

- 40.8 By participating in this dispute resolution process, the parties agree that the facilitators, mediators, arbitrators and panelists shall not be liable to the parties for any act or omission in connection with the services provided by them in, or in relation to, the dispute resolution processes, unless the act or omission is fraudulent or involves willful misconduct.

#### 41. Roster Panel Established

##### Appointment to Roster Panel

- 41.1 The Roster Panel shall be composed of a maximum of twenty (20) panelists.

##### Ineligible

- 41.2 Notwithstanding the general rules of conflict of interest in the *Land Code*, no Council member, or employee of Tseycum First Nation or person already serving on another board, body, or committee related to Tseycum First Nation Land shall sit on the Roster Panel.

##### Representation

- 41.3 Council shall appoint the Roster Panel panelists, and shall ensure that, where possible, the Roster Panel panelists represent the various elements of the community.

##### Rules of Roster Panel

- 41.4 The Roster Panel may establish rules for the procedure at its hearings and generally for the conduct of its affairs.

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## 42. Impartiality of the Dispute Resolution Panel

### Duty to act impartially

- 42.1 The Dispute Resolution Panel shall act impartially and without bias or favor to any party in a dispute.

### Offence

- 42.2 It is an offence for a person to act, or attempt to act, in a way to improperly influence a decision of the Dispute Resolution Panel.

### Rejection of application

- 42.3 In addition to any other sanction, the Dispute Resolution Panel may reject an application without hearing it if the Dispute Resolution Panel believes that the applicant acted, or attempted to act, in a way to improperly influence its decision.

### Rules of conduct for parties to a dispute

- 42.4 The Roster Panel shall establish rules of conduct for the parties to a dispute.

## 43. Arbitration by the Dispute Resolution Panel

### Disputes

- 43.1 Any matter or dispute related to Tseycum First Nation Land shall be submitted to the Lands Staff but that such matter or dispute shall then be referred to the Roster Panel for resolution.

### Panel of three chosen from Roster Panel

- 43.2 Disputes referred to the Roster Panel are to be heard by three (3) panelists chosen as follows:
- (a) one (1) panelist is to be chosen by each of the two (2) parties to the dispute from the Roster Panel;
  - (b) one (1) panelist, who is to be the chairperson, shall be chosen by the rest of the Dispute Resolution Panel; and
  - (c) in the case of situations not adequately covered by clause (a) or (b), all three (3) panelists shall be chosen by the Roster Panel as a whole.

### Panel established

- 43.3 The Dispute Resolution Panel is hereby established with jurisdiction to resolve disputes in relation to Tseycum First Nation Land.

### Dispute resolution not available

- 43.4 For greater certainty, the Dispute Resolution Panel shall not hear disputes in respect of matters set out in subsection 40.5.

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#### 44. Powers of the Dispute Resolution Panel

##### Power of the Panel

44.1 The Dispute Resolution Panel may, after hearing a dispute:

- (a) confirm or reverse the decision, in whole or in part;
- (b) substitute its own decision for the decision in dispute;
- (c) direct that an action be taken or ceased;
- (d) refer the matter or dispute back for a new decision; or
- (e) make an order to give effect to its decision, including any necessary order for the survey of an Interest in Tseycum First Nation Land, the registration of an Interest in Tseycum First Nation Land, and the allocation of the costs of any incidental measures to be taken to give effect to such an order.

##### Recommendations by the Panel

44.2 In addition to making a determination in respect to a particular dispute, the Dispute Resolution Panel may recommend to Council:

- (a) the suspension of any Land Law or decision made by Council for such period as is necessary for Council to reconsider, amend or repeal such Land Law or decision, provided that any amendment or repeal of a Land Law is made in a manner consistent with this *Land Code*; or
- (b) any other recommendation that it deems reasonable and necessary in the circumstances.

##### Interim decisions

44.3 The Dispute Resolution Panel may, in relation to a dispute over which it has jurisdiction under this part, make any interim order it considers to be necessary as a matter of urgency to preserve the rights of the parties to the dispute or to preserve or protect an Interest in Tseycum First Nation Land.

##### Professional services

44.4 The Dispute Resolution Panel may obtain the service of professionals to assist it in fulfilling its functions, in which case it shall make best efforts to use professional services available in the community. Council shall determine the expense limit for any professional services, after consulting with the Lands Staff. The expense limit will be applied consistently and evenly to each dispute.

##### Written decisions

44.5 Decisions of the Dispute Resolution Panel shall be in writing, signed by the person chairing the Dispute Resolution Panel or by an officer designated by the

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Dispute Resolution Panel to do so. Where requested, the written decision shall be provided to a party to the proceeding within fourteen (14) days after the date of the decision.

#### Appeal of decision

- 44.6 A decision of the Dispute Resolution Panel is binding but subject to review by the Federal Court (Trial Division).

## PART 9 OTHER MATTERS

### 45. Liability

#### Liability coverage laws

- 45.1 Council may enact laws providing for limits on liability, defenses and immunities to any person or entity in respect of any act or omission occurring in the exercise of a power or the performance of a duty under this *Land Code* or under a Land Law.

#### Extent of coverage

- 45.2 Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Tseycum First Nation Land to indemnify them against personal liability arising from the performance of those duties and determine the extent of the insurance coverage.

### 46. Offences

#### Application of the Criminal Code

- 46.1 Unless some other procedure is provided for by a Land Law, the summary conviction procedures of part XXVII of the Criminal Code, as amended from time to time, apply to offences under this *Land Code* or under a Land Law.

#### Fines & imprisonment

- 46.2 Unless some other procedure is provided for by a Land Law, any person who commits an offence under this *Land Code* or under a Land Law is liable to a fine not to exceed five thousand dollars (\$5,000) and to a term of imprisonment not to exceed six months or to both fine and imprisonment, provided however, that offences related to Tseycum First Nation environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.
- 46.3 A Tseycum First Nation Land Law may provide for a penalty which is different than the penalties referred to in subsections 46.1 and 46.2.

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## 47. Revisions to *Land Code*

### Revisions

47.1 A ratification vote is not required for revisions made to this *Land Code* that do not change the substance of this *Land Code*. Council may, from time to time, revise this *Land Code* by Resolution, provided that the revisions do not change the substance of this *Land Code*. Revisions that do not change the substance of this *Land Code* include:

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

47.2 A vote is required for any amendments to this *Land Code* other than amendments which may be made by Council, by Resolution.

## 48. Commencement

### Preconditions

48.1 This *Land Code* shall take effect if the community approves this *Land Code* and the Individual Agreement with Canada and this *Land Code* has been certified by the verifier pursuant to the *Framework Agreement*.

### Commencement date

48.2 This *Land Code* shall take effect on the first day of the month following the certification of this *Land Code* by the verifier.

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**APPENDIX "A"**

**Description of the Tseycum First Nation Land**

1. Union Bay IR No.4 recorded in the CLSR as FB43205 BC (OCTOBER 2020)

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*[Signature]* 20 25