

TSLEIL-WAUTUTH NATION LAND CODE

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TSLEIL-WAUTUTH NATION LAND CODE

PREAMBLE

WHEREAS the Tsleil-Waututh has occupied and benefited from its territories since time out of memory;

AND WHEREAS the Tsleil-Waututh honours its connection to the land, resources and elements of the natural world that provide for its physical and spiritual needs;

AND WHEREAS the Tsleil-Waututh recognizes its responsibility to protect the land and its resources for future generations and to protect the rights of the Tsleil-Waututh Nation and its Members;

AND WHEREAS the Members of the Tsleil-Waututh are proud, united people whose purpose is to promote a healthy and prosperous future that ensures the continued existence of the Tsleil-Waututh as a strong political, social and cultural community that aspires to move ahead as an organized, highly-motivated, determined and self-reliant First Nation;

AND WHEREAS the Tsleil-Waututh values the need to respect, protect and promote its heritage, culture and traditions as the driving force of its success and destiny while understanding that these practices may change and require contemporary expression;

AND WHEREAS the Tsleil-Waututh wishes to manage its land and resources by ratifying the Agreement on First Nation Land Management;

NOW THEREFORE, THIS *TSLEIL-WAUTUTH NATION LAND CODE* IS HEREBY ENACTED AS THE FUNDAMENTAL LAND LAW OF THE TSLEIL-WAUTUTH.

PART 1 PRELIMINARY MATTERS

1. Title

1.1 The title of this enactment is the *Tsleil-Waututh Nation Land Code*.

2. Interpretation

2.1 The following definitions apply in this Land Code:

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

“Agreement” means the Framework Agreement on First Nation Land Management concluded between Her Majesty in right of Canada and the first nations on February 12, 1996, and includes any amendments to the Framework Agreement made pursuant to its provision;

“Allotment” means an interest in Tsleil-Waututh Lands granting a Member lawful possession of a part of Tsleil-Waututh Lands under Part 2 of this Land Code or, prior to the date this Land Code comes into force granted pursuant to section 20 of the *Indian Act*;

“Arbitrator” means an independent third party appointed under this Land Code to hear appeals, Petitions or other matters to be determined by an Arbitrator;

“Certificate of Possession” means documentary evidence of a Member’s Allotment of part of Tsleil-Waututh Lands described thereon;

“Chief” means the lawfully elected Chief of Tsleil-Waututh;

“Community Lands” means any Tsleil-Waututh Lands in which no Allotment to a Member has been made or no Member has lawful possession on the date this Land Code comes into force;

“Community Purpose” means a purpose which is intended to provide a facility, benefit or support for the Members or persons residing on Tsleil-Waututh Lands, and is limited to transportation and utility corridors and requirements related to transportation and utility corridors;

“Council” means the lawfully elected governing body of Tsleil-Waututh and includes the Chief;

“Director of Administration and Public Works” means the person appointed to hold the principal non-political management position for Tsleil-Waututh;

“Easement” means an interest in Tsleil-Waututh Lands granted under Part 2 of this Land Code or, prior to the date this Land Code comes into force, granted pursuant to the provisions of the *Indian Act*, giving one person (the “grantee”) the right to use the land of another (the “grantor”) for a right of way or to provide utility or other services or rights of access and egress to the land of the grantee. An Easement does not confer any right of exclusive possession in the land and does not restrict the rights of the grantor of the Easement beyond that required to give effect to the Easement granted;

“Electoral Officer” means the person appointed under this Land Code to conduct referendums held under Part 9 of this Land Code;

“Eligible Voter” means a person who, as of the date of the referendum under Part 9 of this Land Code or other vote provided for in this Land Code:

- (a) has attained the age of eighteen (18) years;
- (b) is listed on the Membership List; and
- (c) is included on the Eligible Voters List;

“Eligible Voters List” means an alphabetical list of Eligible Voters, indicating the name and address, and name of the Electoral Officer and the location of the polling stations where Eligible Voters may vote;

“Expropriation” means a taking of an interest or all interests in portions of Tsleil-Waututh Lands for a Community Purpose through a process established by Tsleil-Waututh Law in accordance with section 23;

“First Nation Land” has the same meaning as set forth in the Act;

“Immediate Family” means a spouse (including a common-law spouse), parent, grandparent, child (including adopted children or those living with you as your child), grandchild or sibling. Immediate Family also includes the spouse (including common-law spouse) of an Immediate Family member;

“*Indian Act*” means the *Indian Act* R.S.C. 1985, c. I-5 and any amendments thereto;

“Individual Agreement” means the agreement entered into between Tsleil-Waututh and the Government of Canada pursuant to section 6(3) of the First Nations Land Management Act;

“Jurisdiction” means law-making authority;

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

“Land Use Plan” means a plan addressing housing, transportation, parks, economic development, infrastructure, social, cultural, environment and other needs in the use and development of Tsleil-Waututh Lands;

“Lease” means a written contract setting out terms and conditions of a Leasehold;

“Leasehold” means an interest in Tsleil-Waututh Lands granted under Part 2 of this Land Code or, prior to the date this Land Code comes into force, granted pursuant to the provisions of the *Indian Act*, including a Sublease, giving a person the exclusive right of

use and possession of the lands, upon agreed conditions, for a specified time of one (1) year or longer, calculated by including any renewal or extension period;

“Licence” has the same meaning as set forth in the Act;

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

“Manager of Lands” means the person appointed by Resolution to oversee the day to day operations of the Tsleil-Waututh Lands Office in relation to this Land Code;

“Member” means a person registered on the Membership List;

“Membership” means the group of persons who constitute the Members of Tsleil-Waututh;

“Membership List” means the list of names of Members maintained by Tsleil-Waututh;

“Minister” means the Minister of Indian Affairs and Northern Development;

“Mortgage” means an interest in Tsleil-Waututh Lands granted under Part 2 of this Land Code or, prior to the date this Land Code comes into force, granted pursuant to the provisions of the *Indian Act*, in which a person with a registered Allotment or Leasehold, (the “mortgagor”) encumbers their interest to another person (the “mortgagee”), as security for a debt on conditions set out in a written mortgage agreement including a condition that if the debt is repaid by a specified time the encumbrance is void;

“Natural Resources” means any materials on or under the land in their natural state which when extracted have economic value;

“Ordinarily Resident” means the place, where in the settled routine of a persons’ life, that a person regularly, normally or customarily lives;

“Permit” means the instrument which, under Part 2 of this Land Code or, prior to the date this Land Code comes into force was granted pursuant to the provisions of the *Indian Act*, grants a person a licence to use Tsleil-Waututh Lands for a specified purpose. A Permit does not convey any right of exclusive possession in the land and does not restrict the rights of the grantor of the Permit beyond that required to give effect to the Permit granted;

“Person” means an individual, corporation, body corporate, partnership, joint venture, association, trust, or unincorporated organization of any trustee, executor, administrator, or other legal representative;

“Petition” means a formal, signed, written request;

“Polling Site” means the building in which the polling station is located;

“Registry” means the office, known as the First Nations Land Registry, located in the National Capital Region that maintains the First Nations Land Register;

“Resolution” means a formal motion moved by a Council member, seconded by another Council member and passed by a quorum of Council at a duly convened meeting;

“Special Membership Meeting” means a meeting held as required for Members to consider a specific issue or issues or Tsleil-Waututh Laws;

“Sublease” means a Leasehold in which the person transferring the interest is the lessee in a prior existing Lease;

“Tsleil-Waututh or Tsleil-Waututh Nation” also known as the Burrard Indian Band means the body of people known as the Burrard Band of Indians under the *Indian Act* and for whose use and benefit in common Tsleil-Waututh Lands have been set apart by Her Majesty the Queen in right of Canada;

“Tsleil-Waututh Lands” has the same meaning as First Nation Land in the Act and more specifically means:

- (a) Burrard Inlet Indian Reserve No. 3, being those reserve lands within the Province of British Columbia, Canada in New Westminster District, described as follows:

Lands: a parcel bounded by the exterior boundaries of Burrard Inlet Indian Reserve No. 3, as shown on Plan 74019, Plan 75076, and Plan 88703, all recorded in the Canada Lands Surveys Records (CLSR).

Excepting thereout and therefrom all that portion required for road as shown on Plan RD2079 CLSR, and all that portion required for road as shown on Plan 51646 CLSR.

Total lands containing 108 hectares, (267 acres) more or less.

The above described reserve lands are subject to:

An easement in favour of The Greater Vancouver Sewerage and Drainage District, registered in the Indian Lands Registry (ILR) as No. 1559-21, and as shown on Plan 52319 CLSR and Plan 52702 CLSR;

An agreement between Canada and the British Columbia Hydro and Power Authority, registered in the ILR as No. 43975, and as shown on Plan 59112 CLSR;

The rights and reservations contained in provincial Order in Council 1938-1036, registered in the Indian Lands Registry as No 8042, transferring the land from the Province of British Columbia to Canada, as amended by provincial Order in Council 1969-1555, registered in the Indian Lands Registry as No. 4111-118; and

- (b) Inlailawatash Indian Reserve No. 4 being those reserve lands within the Province of British Columbia, Canada in the New Westminster District, described as follows:

Lands: a parcel bounded by the exterior boundaries of Inlailawatash Indian Reserve No. 4, as shown on Plan 85446 recorded in the CLSR.

Total lands containing 59 square metres, (635 square feet) more or less

The above described reserve lands are subject to the terms and conditions set out in Federal Order in Council 1930-208, registered in the Indian Lands Registry as No 15203, describing how Indian Reserves within the Railway Belt were to be excluded from the transfer of the Railway Belt to the Province of BC; and

- (c) Inlailawatash Indian Reserve No 4A being those reserve lands within the Province of British Columbia, Canada in the New Westminster District, described as follows:

All that portion of land bounded by the exterior rectilinear boundaries of Inlailawatash Indian Reserve No. 4A, as shown on Plan 85446 recorded in the Canada Lands Surveys Records (CLSR), and the ordinary high water mark of the Mesliloet River, shown on Plan 85446 CLSR.

Total lands, excluding mines and minerals, containing 2.02 ha, (5.0 acres) more or less.

The above described reserve Lands are subject to the rights and reservations outlined in the Crown Grant of District Lot 819, Group 1, New Westminster District.

- (d) lands set apart by Canada in the future as lands reserved for the use and benefit of Tsleil-Waututh, within the meaning of section 91(24) of the *Constitution, 1867* and section 2(1) of the *Indian Act*;

“Tsleil-Waututh Lands Office” means the office established by the Council to assist in the management and administration of Tsleil-Waututh Lands;

“Tsleil-Waututh Lands Register” means the register of Tsleil-Waututh Lands which is part of the First Nations Land Register established and maintained by Canada and held in the Registry at the National Capital Region;

“Tsleil-Waututh Law” means a law in relation to Tsleil-Waututh Lands enacted under Part 3 of this Land Code; and

“Written Instrument” means an instrument in writing, either in the approved form prepared by the Tsleil-Waututh Lands Office or such other form as may be agreed to by the Tsleil-Waututh Lands Office, which purports to create, grant, assign or transfer an interest or licence in Tsleil-Waututh Lands or affect Tsleil-Waututh Lands.

- 2.2 The definitions as set forth in the Act shall have the same meaning in this Land Code;
- 2.3 Where the time limited for the doing of an act expires or falls on a Saturday or Sunday or a federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday.
- 2.4 Where the time limited for the doing of an act in the Tsleil-Waututh administration building falls on a day when the office is not open during regular business hours, the act may be done on the next day that the office is open.
- 2.5 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.
- 2.6 If there is an inconsistency or conflict between this Land Code and any other land-related enactment of the Tsleil-Waututh, this Land Code shall prevail to the extent of the inconsistency or conflict.
- 2.7 If there is an inconsistency or conflict between this Land Code and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.8 The structures, organizations, Laws and procedures established by or under this Land Code shall be interpreted in accordance with the culture, traditions and customs of the Tsleil-Waututh, unless otherwise provided.
- 2.9 This Land Code is not intended to abrogate or derogate from any aboriginal, treaty or other right or freedom that pertains now or in the future to Tsleil-Waututh or its Members.
- 2.10 This Land Code is not intended to affect the eligibility of Tsleil-Waututh or any Member to receive services or participate in such public or aboriginal programs as may be established from time to time to the extent that Tsleil-Waututh has not assumed responsibility for such services or programs.

- 2.11 This Land Code shall be interpreted in a fair, large and liberal manner.
- 2.12 The principles set out in the Preamble to this Land Code may be used to interpret this Land Code.
- 2.13 In this Land Code:
- (a) The use of the word “shall” denotes an obligation that, unless this Land Code provides to the contrary, must be carried out as soon as practicable after this Land Code comes into effect or the event that gives rise to the obligation;
 - (b) Unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
 - (c) Headings and subheadings are for convenience only, do not form a part of this Land Code and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Land Code;
 - (d) A reference to a statute includes every amendment to it, every regulation made under it and any Law enacted in substitution for it or in replacement of it;
 - (e) Unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
 - (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.
- 2.14 This Land Code is not intended to abrogate the fiduciary relationships between Her Majesty the Queen in right of Canada, Tsleil-Waututh and its Members.
- 2.15 A reference to “land” or “Land” in this Land Code is, unless the context otherwise requires, a reference to Tsleil-Waututh Land and all rights and resources in and of such land, including:
- (a) The water, beds underlying water, riparian rights, minerals and subsurface resources and all other renewable and non-renewable Natural Resources in and of that land, to the extent that these are under the Jurisdiction of Canada or the Tsleil-Waututh; and
 - (b) All the interests and licenses granted to the Tsleil-Waututh by Her Majesty the Queen in right of Canada listed in the Individual Agreement.

3. Authority to Govern

- 3.1 The authority of the Tsleil-Waututh to govern its land and resources flows from its aboriginal title and inherent right of self-government.
- 3.2 Through this Land Code, Tsleil-Waututh will, in part, be exercising its inherent right of self-government and provide for governance of Tsleil-Waututh Lands that is accessible, stable, effective, accountable and transparent.

4. Purpose

- 4.1 The purpose of this Land Code is to set out the principles and legislative and administrative structures that apply to Tsleil-Waututh Lands and by which the Tsleil-Waututh shall exercise authority over that land.
- 4.2 The Agreement will be ratified by Tsleil-Waututh when Tsleil-Waututh approves this Land Code.

PART 2 LAND RULES

5.0 General

- 5.1 The purpose of this Part is to set out the principles, rules and administrative structures pursuant to which Tsleil-Waututh will govern and manage Tsleil-Waututh Lands.
- 5.2 Tsleil-Waututh Lands are “lands reserved for the Indians” under section 91(24) of the *Constitution Act, 1867*, and are, or will be in the future, subject to any Tsleil-Waututh Treaty, reserves set apart by Her Majesty the Queen in right of Canada for the use and benefit of Tsleil-Waututh.
- 5.3 Legal title to all Tsleil-Waututh Lands shall continue to be held in the name of Her Majesty the Queen in right of Canada for the use and benefit of Tsleil-Waututh.
- 5.4 The use and development of Tsleil-Waututh Lands is subject to this Land Code, Tsleil-Waututh Law and other applicable laws.
- 5.5 (a) Any instrument purporting to create, grant, assign or transfer an interest or licence in Tsleil-Waututh Lands which is inconsistent with this Land Code or Tsleil-Waututh Law is void.
- (b) Notwithstanding the foregoing, should an offending provision be capable of being severed from the instrument the remaining provisions shall not in any way be affected or impaired.
- 5.6 Council shall develop Tsleil-Waututh Laws consistent with this Land Code regarding the management, administration, use and protection of Tsleil-Waututh Lands.
- 5.7 Council shall, within two (2) years of the date this Land Code comes into force, refer a final draft Tsleil-Waututh Law to adopt a Land Use Plan law to a Special Membership Meeting for enactment by Eligible Voters in accordance with Part 3 of this Land Code.

6.0 Tsleil-Waututh Lands Office

- 6.1 The Tsleil-Waututh Lands Office shall carry out duties and responsibilities delegated or assigned to it pursuant to this Part or by Tsleil-Waututh Law.
- 6.2 Without limiting the generality of the duties and responsibilities of the Tsleil-Waututh Lands Office, it shall:

- (a) Administer Tsleil-Waututh Lands in accordance with this Part and Tsleil-Waututh Law;
 - (b) Prepare forms of Written Instruments for use in registering or recording interests or licences in Tsleil-Waututh Lands where deemed necessary and advisable by the Tsleil-Waututh Lands Office;
 - (c) Prepare forms of Written Instruments for use in registering or recording instruments which affect, or purport to affect, Tsleil-Waututh Lands where deemed necessary and advisable by the Tsleil-Waututh Lands Office;
 - (d) Receive Written Instruments sought to be registered or recorded in the Tsleil-Waututh Lands Register;
 - (e) Review Written Instruments for technical compliance with this Part, Tsleil-Waututh Law and other applicable laws or policies;
 - (f) Arrange for the execution of Written Instruments and related documentation on behalf of Tsleil-Waututh, the Minister and Her Majesty the Queen in right of Canada;
 - (g) Arrange for the registration or recording of Written Instruments in the Tsleil-Waututh Registry;
 - (h) Maintain and protect records in relation to Tsleil-Waututh Lands;
 - (i) Prepare and present regular reports to Council; and
 - (j) Carry out such duties as are requested or required by Council consistent with this Land Code, Tsleil-Waututh Law and other applicable law.
- 6.3 The Manager of Lands shall oversee the day-to-day operations of the Tsleil-Waututh Lands Office and perform such duties and responsibilities consistent with this Land Code and Tsleil-Waututh Law.
- 6.4 Without limiting the generality of sections 6.2 and 6.3, the Manager of Lands, or his or her designate appointed in writing, shall:
- (a) Execute such Written Instruments and carry out any action required to be taken by and on behalf of the Minister or Her Majesty the Queen in right of Canada in relation to an interest or licence in Tsleil-Waututh Lands described in section 7.1; and

- (b) Carry out any action that was required to be taken by the Minister or Her Majesty the Queen in right of Canada in relation to an interest or licence described in section 7.1 prior to the date this Land Code comes into force; and
- (c) Manage the Tsleil-Waututh Lands Office; and
- (d) Carry out any action or responsibility delegated to the Manager of Lands under section 25.1.

7.0 Interests and Licences in Tsleil-Waututh Lands

- 7.1 Interests and licences in Tsleil-Waututh Lands approved, created, granted or issued pursuant to the *Indian Act* and existing as of the date this Land Code comes into force shall continue to have effect in accordance with their terms and conditions.
- 7.2 Where an interest or licence described in section 7.1 includes an action to be taken by the Minister or the Queen in right of Canada the responsibility for such action after the date this Land Code comes into force shall be with the Manager of Lands or his or her designate.
- 7.3 The types of interests or licences in Tsleil-Waututh Lands are:
 - (a) Allotments;
 - (b) Leaseholds;
 - (c) Easements;
 - (d) Permits; and
 - (e) Mortgages.

8.0 No Interest or Licence Created

- 8.1 Subject to section 7.1 an interest or licence in Tsleil-Waututh Lands may only be created, granted, assigned or transferred by Written Instrument in accordance with this Part or a Tsleil-Waututh Law provided for in this Part.
- 8.2 No person may acquire an interest or licence in Tsleil-Waututh Lands by use, occupation or any other means not authorized either pursuant to this Part or a Tsleil-Waututh Law provided for in this Part.

- 8.3 A contract, instrument or agreement of any kind entered into after the date this Land Code comes into force, whether written or oral, by which a person purports to create, grant, assign or transfer an interest or licence in Tsleil-Waututh Lands is void if it does not comply with this Part or a Tsleil-Waututh Law provided for in this Part.
- 8.4 No Written Instrument is valid nor shall it be forwarded to the Registry for registration or recording unless it has first been submitted to the Manager of Lands or his or her designate at the Tsleil-Waututh Lands Office. Only the Tsleil-Waututh Lands Office may submit a Written Instrument or an Instrument described in section 18.10 for registration or recording in the Registry.

9.0 Natural Resources

- 9.1 Subject to applicable law all Natural Resources on Tsleil-Waututh Lands belong to Tsleil-Waututh.
- 9.2 The use and development of Natural Resources on Tsleil-Waututh Lands will be subject to this Land Code, Tsleil-Waututh Law and other applicable laws.
- 9.3 To the extent that Tsleil-Waututh has ownership or rights over water as recognized by federal or provincial legislation or by operation of law, Tsleil-Waututh retains ownership and has Jurisdiction to manage and regulate water use.
- 9.4 Subject to this section, unless specifically excluded by the instrument granting an Allotment of Tsleil-Waututh Lands, the Allotment includes all Natural Resources on or under that land to the extent they are under Tsleil-Waututh Jurisdiction.

10.0 Allotment

- 10.1 Only Members can hold or receive an Allotment.
- 10.2 Subject to section 10.4 no Allotment shall be granted until a Tsleil-Waututh Law has been enacted establishing policy, procedure and criteria for granting Allotments.
- 10.3 A Tsleil-Waututh Law referred to in section 10.2 shall be enacted by referendum as set out in subsection 32.3 (f) of this Land Code.
- 10.4 An Allotment may be granted by Resolution where the Allotment is required to fulfill a written agreement lawfully entered into prior to the date this Land Code comes into force or to comply with an order of a court of competent Jurisdiction.

11.0 Leasehold in Community Lands

- 11.1 A Leasehold in Community Lands for a term or possible term of fifteen (15) years or less, calculated by including any renewal or extension period, may be granted by Resolution.
- 11.2 Where Tsleil-Waututh proposes to grant a Leasehold in Community Lands for a term or possible term of more than fifteen (15) years, calculated by including any renewal or extension period, but not more than forty-nine (49) years, Council shall schedule a Special Membership Meeting to decide whether the Leasehold should be granted.
- 11.3 Notice of the Special Membership Meeting shall be given to the Membership at least twenty (20) days before the meeting and shall include:
- (a) A summary of the proposed Lease;
 - (b) Notification that a full copy of the proposed Lease can be obtained by Members at the Tsleil-Waututh administration building;
 - (c) A statement that there will be a vote by secret ballot of the Eligible Voters present at the Special Membership Meeting to make a decision on whether or not to grant the proposed Leasehold; and
 - (d) The date, time and place of the Special Membership Meeting also specifying the time period during which voting will take place.
- 11.4 Notice of the Special Membership Meeting shall be provided to the Membership by:
- (a) Publication in the Tsleil-Waututh newsletter mailed to all Eligible Voters or by separate written notice delivered or mailed to all Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.
- 11.5 At the Special Membership Meeting, Council or its designate shall explain the purpose and provisions of the Lease and Members may ask questions and provide comments.
- 11.6 Upon completion of the discussion, the Eligible Voters, including Council members, present at the Special Membership Meeting shall vote by secret ballot on whether or not to grant the proposed Lease.

- 11.7 The granting of Leasehold described in section 11.2 shall be deemed authorized if a Majority of Eligible Voters present at the Special Membership Meeting vote in favour of the granting of the proposed Leasehold.
- 11.8 The decision at the Special Membership Meeting shall be recorded in the minutes and shall be evidence of approval for granting the Leasehold or rejecting the granting of the proposed Leasehold.
- 11.9 Where the Leasehold is for a term or possible term longer than forty-nine (49) years, calculated by including any renewal or extension period, the proposed Leasehold must be approved by referendum held in accordance with Part 9 of this Land Code.
- 11.10 The granting of a Leasehold for a term, or possible term, longer than forty-nine (49) years shall be deemed authorized if approved by the referendum vote.
- 11.11 The results of the referendum held under section 11.9 shall be evidence of approval for granting the proposed Leasehold or rejection of the proposed Leasehold.
- 11.12 The granting of a Leasehold does not grant any interest or licence in the Natural Resources on or under the land described in the Lease unless specifically included in the terms and conditions of the Lease.

12.0 Easements and Permits in Community Lands

- 12.1 Council may, by Resolution, grant Easements and Permits in Community Lands.
- 12.2 Council may, by Resolution grant Easements and Permits to utility companies or entities for such length of term as Council, in its absolute discretion, deems appropriate. The granting of such Easements and Permits are not subject to the procedures set forth in section 12.3 through 12.12.
- 12.3 Subject to 12.2, where Tsleil-Waututh proposes to grant an Easement or Permit in Community Lands for a term, or possible term, of more than fifteen (15) years, calculated by including any renewal or extension period, Council shall schedule a Special Membership Meeting to consider whether the proposed Easement or Permit should be granted.
- 12.4 Notice of the Special Membership Meeting shall be given to the Membership at least twenty (20) days before the meeting and shall include:
- (a) A summary of the proposed Easement or Permit;
 - (b) Notification that a full copy of the proposed Easement or Permit can be obtained by Members at the Tsleil-Waututh administration building;

- (c) A statement that there will be a vote by secret ballot of the Eligible Voters present at the Special Membership Meeting to make a decision on whether or not to grant the proposed Easement or Permit; and
 - (d) The date, time and place of the Special Membership Meeting also specifying the time period during which voting will take place.
- 12.5 Notice of the Special Membership Meeting shall be provided to the Membership by:
- (a) Publication in the Tsleil-Waututh newsletter mailed to all Eligible Voters or by separate written notice delivered or mailed to all Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.
- 12.6 At the Special Membership Meeting, Council, or its designate(s), shall explain the purpose and provisions of the Easement or Permit and Members may ask questions and provide comments.
- 12.7 Upon completion of the discussion, the Eligible Voters, including Council members, present at the Special Membership Meeting shall vote by secret ballot on whether or not to grant the proposed Easement or Permit.
- 12.8 The granting of an Easement or Permit shall be deemed authorized if a Majority of Eligible Voters present at the Special Membership Meeting vote in favour of granting the Easement or Permit.
- 12.9 The decision at the Special Membership Meeting shall be recorded in the minutes and shall be evidence of approval for granting or rejecting the granting of the proposed Easement or Permit.
- 12.10 Where the proposed Easement or Permit is for a term, or possible term, longer than fifteen (15) years, calculated by including any renewal or extension period, the proposed Easement or Permit must be approved by referendum held under Part 9 of this Land Code.
- 12.11 The granting of an Easement or Permit for a term, or possible term, longer than fifteen (15) years shall be deemed authorized if approved by the referendum vote.
- 12.12 The results of the referendum held under section 12.10 shall be evidence of approval for granting or rejecting the granting of the proposed Easement or Permit.

13.0 Creation of Sub-interests in Allotted Tsleil-Waututh Lands

- 13.1 A Member holding an Allotment in Tsleil-Waututh Lands may grant a Leasehold, Easement or Permit in those lands by Written Instrument registered or recorded in the Tsleil-Waututh Lands Register provided that:
- (a) The Member is the sole lawful possessor of the land;
 - (b) There is a proper legal description of the lands, and, if required, the lands have been surveyed and the survey registered or recorded in the Tsleil-Waututh Lands Register;
 - (c) The Member states in writing that the terms of the Written Instrument will not violate any agreement with a person or entity who has, or will have, an interest or licence in the lands affected, or any portion thereof, or the Member has obtained the written consent of the interest and/or licence holder; and
 - (d) The Leasehold, Easement or Permit does not exceed ninety-nine (99) years including any extensions thereof.
- 13.2 A Member may grant a Leasehold to himself or herself in the same manner as to another person.
- 13.3 Subject to 7.1 a person holding a Leasehold in allotted Tsleil-Waututh Lands may grant a Sublease, Easement, or Permit in those lands by Written Instrument registered or recorded in the Tsleil-Waututh Lands Register provided that:
- (a) The interest or licence to be granted is permitted by the terms of the Lease;
 - (b) There is a proper legal description of the lands and, if required, the lands have been surveyed and the survey registered or recorded in the Tsleil-Waututh Lands Register; and
 - (c) The term of the interest or licence granted does not exceed the duration of the Leasehold.
- 13.4 The granting of a Leasehold in allotted Tsleil-Waututh Lands does not grant any interest in the Natural Resources on or under the lands described in the Lease unless specifically included in the terms and conditions of the Lease.
- 13.5 (a) In transactions under sections 13.1 and 13.3 neither the Tsleil-Waututh Lands Office nor the Manager of Lands are obligated to undertake any investigations or due diligence and will not be responsible or liable for any breaches of those provisions or for any representation or warranty made by the person granting the interest.

- (b) For greater certainty, without restricting the generality of section 13.5(a), neither the Tsleil-Waututh Lands Office nor the Manager of Lands shall be responsible for determining whether a Lease, Easement or Permit is in good standing or its terms have been complied with.

14.0 Mortgages

- 14.1 Subject to section 14.2 the holder of an Allotment or Leasehold may, in accordance with this section grant a Mortgage of their interest with the written consent of the Council.
- 14.2 The holder of an Allotment may only grant a Mortgage of that interest to a Member or to Tsleil-Waututh. However, the holder of an Allotment who has been granted a Lease pursuant to section 13.2 may grant a Mortgage of the Leasehold interest to any Person, but only with the written consent of the Council.
- 14.3 A Leasehold interest held by an Indian, as that term is defined in the *Indian Act*, in Tsleil-Waututh Lands, including allotted lands, is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution. The mortgagee has all the same legal and equitable rights it would have if the Leasehold interest was held by a non-Indian.
- 14.4 A Leasehold interest in Community Lands is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution by a mortgagee.
- 14.5 The holder of a Permit or Easement cannot grant a Mortgage.
- 14.6 A Mortgage may be granted by Written Instrument registered in the Tsleil-Waututh Lands Register provided that:
 - (a) The land is in the sole lawful possession of the Member granting the Mortgage or, the Leaseholder granting the Mortgage holds the entire legal and beneficial interest in the Leasehold;
 - (b) The granting of the Mortgage and the terms of the Mortgage are permitted by the provisions of the Allotment or Lease;
 - (c) There is a proper legal description of the lands that are to be subject to the Mortgage and, if required, the lands have been surveyed and the survey registered or recorded in the Tsleil-Waututh Lands Register;
 - (d) In the case of a Mortgage of a Leasehold, the Mortgage term does not exceed the duration of the Leasehold; and
 - (e) The Council has consented in writing.

- 14.7 Neither the Tsleil-Waututh Lands Office nor the Tsleil-Waututh Manager of Lands shall be responsible or liable for ensuring that the Lease permits the interest in the land to be mortgaged, that the Lease is in good standing or the terms of the Lease have been complied with.
- 14.8 Except as modified in this section, the provisions of section 89 of the *Indian Act* continue to apply.

15.0 Transfer of Interests

- 15.1 Subject to Section 15.2 and this Part, a Member may, by a Written Instrument, registered in the Tsleil-Waututh Lands Register, transfer their Allotment.
- 15.2 A Member may only transfer their Allotment to another Member or Tsleil-Waututh.
- 15.3 Where an Allotment is transferred to Tsleil-Waututh other than solely for purposes of the Allotment holder being granted a Mortgage, the Allotment and any Certificate of Possession issued are cancelled and the Tsleil-Waututh Lands described in the Allotment become Community Lands.
- 15.4 Subject to section 15.5 and this Part a Person or entity holding an interest or licence in Tsleil-Waututh Lands other than by way of Allotment may transfer, assign or devise their interest to any person or entity by a Written Instrument registered or recorded in the Tsleil-Waututh Lands Register.
- 15.5 A Member or Tsleil-Waututh holding a Mortgage of an Allotment can only transfer or assign that Mortgage to another Member or to Tsleil-Waututh.
- 15.6 Except for transfers under section 15.2 and 15.5,
- (a) There shall be no transfer or assignment of an interest in Tsleil-Waututh Land without the written consent of the Council; and
 - (b) the grant of an interest or licence is deemed to include section 15.6(a) as a condition on any subsequent transfers or assignments.

In giving its consent, the Council shall take into account the impact of the transfer on any arrangements made for social housing including the impact on any security provided for such housing.

16.0 Transfer on Death

- 16.1 A Member who claims to be entitled to possession of Tsleil-Waututh Land by devise or descent in accordance with the provisions of the *Indian Act* relating to the estate of an Indian is not entitled to lawful possession of that Tsleil-Waututh Land or Certificate of Possession unless:
- (a) The Member has filed with Council, and the Council has approved, a Written Instrument, duly executed by the personal representative of the estate of the deceased Member transferring the possession to the Member; and
 - (b) The Written Instrument referred to in subsection 16.1(a) is registered in the Tsleil-Waututh Lands Register.
- 16.2 The purchaser of a right to possession of Tsleil-Waututh Lands under the provisions of subsection 50(2) of the *Indian Act*, shall be deemed not to be in lawful possession of the Tsleil-Waututh Lands unless:
- (a) The purchaser has filed with Council, and the Council has approved, a Written Instrument, duly executed by the person authorized under the *Indian Act* to execute a transfer of lawful possession of the Tsleil-Waututh Lands obtained under subsection 50(2) of the *Indian Act*; and
 - (b) The Written Instrument referred to in subsection 16.2(a) is registered in the Tsleil-Waututh Lands Register.

17.0 Ceasing to be a Member

- 17.1 A person who ceases to be a Member shall within one year of ceasing to be a Member transfer their Allotment to Tsleil-Waututh or another Member.
- 17.2 Where a Member does not transfer their Allotment in accordance with section 17.1 the Allotment and any Certificate of Possession issued shall, one year after the person ceases to be a Member, be cancelled by way of Resolution and the Tsleil-Waututh Lands described in the Allotment become Community Lands, at which time the Member shall be paid compensation for permanent improvements by Tsleil-Waututh as the Council may determine.
- 17.3 Where an Allotment reverts to Tsleil-Waututh pursuant to section 17.2 the person ceasing to be a Member shall remain liable for any obligations or monies owing pursuant to any interest or licence they granted prior to the date the Allotment reverts to Tsleil-Waututh.

18.0 Tsleil-Waututh Lands Register

- 18.1 Interests or licences in, and registrable instruments which affect, or purport to affect, Tsleil-Waututh Lands shall be registered or recorded in the Tsleil-Waututh Lands Register.
- 18.2 Notwithstanding section 18.1 only those instruments that are in compliance with this Part can be registered or recorded in the Tsleil-Waututh Lands Register.
- 18.3 A copy of all Written Instruments will be kept at the Tsleil-Waututh Lands Office that are submitted for registration or recording in the Tsleil-Waututh Lands Register.
- 18.4 Subject to this section, the Act and any regulation passed pursuant to the Act, the Tsleil-Waututh Lands Register shall be administered in the same manner as the Reserve Land Register established under the *Indian Act*.
- 18.5 The Tsleil-Waututh Lands Register shall accommodate the registration and recording of interests or licences not accommodated specifically by the *Indian Act*, in accordance with criteria or procedures to be agreed upon by Canada and Tsleil-Waututh.
- 18.6 Transactions dealing with interests or licences in Tsleil-Waututh Lands shall be filed with the Tsleil-Waututh Lands Office and once verified as technically complying with this Part and Tsleil-Waututh Law shall be forwarded to the Tsleil-Waututh Lands Register for registration or recording.
- 18.7 No instrument that requires a Resolution, approval of the Tsleil-Waututh Lands Office, or approval by Eligible Voters at a Membership meeting or in a referendum may be registered or recorded unless evidence of that Resolution, approval or referendum result is attached to the instrument.
- 18.8 Surveys prepared in accordance with section 21 may, subject to Tsleil-Waututh Law and other applicable law, be registered or recorded in the Tsleil-Waututh Lands Register subject to the approval of the form and content of same by the Tsleil-Waututh Lands Office.
- 18.9 Financial claims or other assertions of right which affect, or purport to affect, Tsleil-Waututh Lands may, in accordance with Tsleil-Waututh Law and other applicable law, be recorded in the Tsleil-Waututh Lands Register subject to the approval of the form and content of same by the Tsleil-Waututh Lands Office.
- 18.10 The types of instruments which may be recorded in the Tsleil-Waututh Lands Register under section 18.9 include, but are not limited to, instruments relating to:

- (a) Judgments;
- (b) Court Orders;
- (c) Rights of First Refusal;
- (d) Certificates of Pending Litigation;
- (e) Caveats;
- (f) Liens;
- (g) Assignments of Rent;
- (h) Options to Purchase;
- (i) Tax certificates; and
- (j) Written decisions of the Minister or his or her designate referred to in section 16.2.

The recording of such instruments, or other instruments, is subject to approval by the Manager of Lands and the Registrar of the First Nations Land Registry.

- 18.11 Recording under section 18.10 shall not be deemed to be support for the legal validity of any claims nor the ability to take execution or other proceedings as a result of recording.

19.0 Date of Grant or Transfer of Interests or Licences

- 19.1 The grant, transfer or other disposition of an interest or licence in Tsleil-Waututh Lands shall be effective on the date the documents are registered or recorded in the Tsleil-Waututh Lands Register.
- 19.2 An interest or licence in Tsleil-Waututh Lands is not enforceable unless it is registered or recorded in the Tsleil-Waututh Lands Register. This section is not meant to preclude *in personam* rights or causes of action that may be pursued by one party as against another party for a claim in relation to an interest in Tsleil-Waututh Lands.
- 19.3 Subject to section 19.6, registered or recorded interests or licences that affect the same parcel of Tsleil-Waututh Land have priority according to the time and date of their registration and not according to the time and date of their execution.
- 19.4 A registered interest affecting Tsleil-Waututh Land is entitled to priority over an unregistered interest affecting the same parcel of Tsleil-Waututh Land.

- 19.5 A registered Mortgage has a priority over a subsequently registered interest that affects the same parcel of Tsleil-Waututh Land, to the extent of the money actually advanced under the Mortgage, to a maximum of the amount secured by the Mortgage, even if all or part of the money was advanced after the registration of the subsequently registered interest.
- 19.6 (a) The holder of a registered interest, or a person applying to register an interest, may apply to register or record a postponement agreement that gives priority over the registered interest to a specified interest that was, or is to be, subsequently registered.
- (b) On the registration or recording of a postponement agreement, priority shall be accorded to the interests referred to in the agreement in the manner provided for in the agreement.

20.0 Cancellation or Forfeiture of Interests or Licences

- 20.1 Except as otherwise provided in this Land Code, Tsleil-Waututh Law or by operation of law no interest or licence in Tsleil-Waututh Lands may be cancelled or forfeited unless:
- (a) All parties to the relevant Written Instrument have consented in writing to the cancellation or forfeiture as the case may be;
- (b) A court of competent jurisdiction has ordered the cancellation or forfeiture of the interest or licence and the time period for filing an appeal of the order has passed without an appeal having been taken; or
- (c) An arbitrator or other person appointed to adjudicate a dispute pursuant to the Written Instrument in issue has ordered or declared the interest or licence to be cancelled or forfeited and no appeal has been taken from the decision within the allotted time.
- 20.2 Notwithstanding section 20.1 no interest or licence in Tsleil-Waututh Lands may be cancelled or forfeited if it will adversely affect:
- (a) An interest or licence in those Tsleil-Waututh Lands held by a third party; or
- (b) A claim against, or interest or licence in, those Tsleil-Waututh Lands held by Tsleil-Waututh.
- 20.3 Whenever a Certificate of Possession was, in the opinion of the Council through due process, issued to or in the name of the wrong person, through mistake, or contains any clerical error or misnomer or a wrong description of any material fact therein, the Council

may cancel the Certificate of Possession and issue a corrected Certificate of Possession in lieu thereof.

- 20.4 The Council may cancel any Certificate of Possession that in its opinion, acting reasonably, was issued through proven fraud or in error.
- 20.5 The Council may, with the consent of the holder cancel any Certificate of Possession.
- 20.6 If an interest or licence in Tsleil-Waututh Lands is cancelled or forfeited under sections 20.1, 20.3, 20.4 or 20.5 the Tsleil-Waututh Lands Register will be amended or rectified accordingly.

21.0 Surveys

- 21.1 Tsleil-Waututh may cause surveys to be made of Tsleil-Waututh Lands in accordance with the *Canada Lands Surveys Act* and the *Canada Lands Surveyors Act*.
- 21.2 The holder of an interest or licence in Tsleil-Waututh Lands may cause surveys to be made of those lands in accordance with the *Canada Lands Surveys Act* and the *Canada Lands Surveyors Act*.
- 21.3 All surveys of Tsleil-Waututh Lands prepared by the Surveyor General of Canada or his or her designate shall be deemed for all purposes to accurately describe and identify the boundaries of the lands covered by such survey.
- 21.4 Where a survey prepared in accordance with the *Canada Lands Surveys Act* identifies that Tsleil-Waututh Lands registered as Community Lands are included in a previous Allotment, the new survey shall be registered or recorded and the portion of Community Lands that should have been included in the original Allotment are deemed to have been allotted to the Member holding the Certificate of Possession for the Allotment.
- 21.5 Where an Allotment has been granted and a survey prepared in accordance with the *Canada Lands Surveys Act* identifies that the Allotment included Community Lands that should not have been allotted, the new survey shall be registered or recorded and the portion of the allotted lands that should not have been allotted shall be deemed to be Community Lands.
- 21.6 Where section 21.4 or 21.5 applies, if required Council shall by Resolution within thirty (30) days of the survey plan being registered or recorded:
- (a) Cancel the Allotment(s) affected by the survey and send an application to the Registrar at the Registry to amend the Tsleil-Waututh Lands Register accordingly;

- (b) Grant a new Allotment(s) reflecting the boundaries identified in the survey and issue a replacement Certificate of Possession(s); and
- (c) Apply to the Registrar of the Registry register the new Allotment(s).

21.7 All surveys respecting Tsleil-Waututh Lands only become effective upon registration or recording in the Tsleil-Waututh Lands Register.

22.0 Exchange of Lands

22.1 Subject to federal expropriation, no part of Tsleil-Waututh Lands shall be sold so as to remove their status as Tsleil-Waututh Lands except for an exchange of lands in circumstances where:

- (a) Tsleil-Waututh receives land of greater or equivalent size or value in consideration for the exchange taking into account all of its interests involved;
- (b) Canada is willing to set apart the lands received in exchange as a reserve as defined in subsection 2(1) of the *Indian Act* for the use and benefit of Tsleil-Waututh and as section 91(24) lands as set out in the *Constitution Act, 1867*;
- (c) Council has made full disclosure to its Membership of all the circumstances surrounding the exchange. At least three Membership meetings shall be held where the proposed transactions are disclosed; and
- (d) The exchange is approved in a referendum held under Part 9 of this Land Code.

23.0 Expropriation for Community Purposes

23.1 Tsleil-Waututh may expropriate an interest in Tsleil-Waututh Lands, including an Easement or cancel a Permit for a Community Purpose the following conditions, in the order listed, have been met:

- (a) A Tsleil-Waututh Law has been enacted setting out:
 - (i) A procedure governing the expropriation process;
 - (ii) A method of determining fair compensation to be paid to the interest or Permit holder; and
 - (iii) The procedure for an Arbitrator to resolve disputes regarding the amount of compensation to be paid to any interest or Permit holder;

- (b) Written notice has been given to the interest or Permit holder specifying the interest that is being considered for expropriation or Permit to be cancelled as a result of an expropriation;
- (c) Council has attempted in good faith to negotiate an agreement with the interest or Permit holder for the transfer of that interest or cancellation of Permit that is being considered for expropriation but has failed to reach such an agreement; and
- (d) Council has issued a report to the Membership setting out the Community Purpose for which the proposed expropriation is required and the necessity for the proposed expropriation.

23.2 A Person may not remove or permit anyone to remove from Tsleil-Waututh Lands any:

- (a) Minerals, stone, sand, gravel, clay or soil, or
- (b) Trees, saplings, shrubs, underbrush, timber, cordwood or hay; or
- (c) Similar type materials;

without the written consent of Council.

24.0 Dispute Resolution

24.1 Except as otherwise provided in this Part disputes in relation to Tsleil-Waututh Lands or an interest or licence in Tsleil-Waututh Lands 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 mechanism agreed to by the parties; or
- (b) If the parties to the dispute do not agree on a dispute resolution mechanism, the dispute shall be determined by a court of competent jurisdiction.

25.0 Delegation

25.1 Council may by Resolution, delegate authority under this Part, including the consents of the Council set forth in sections 14 and 15 of this Land Code, to the Tsleil-Waututh Lands Office or the Manager of Lands other than:

- (a) Law making;
- (b) The adjudication of violations of Tsleil-Waututh Law; or

- (c) A matter required under this Part to be determined in a specific manner.

26.0 Treatment of Interests and Licences in Tsleil-Waututh Lands on Marriage Breakdown

- 26.1 Within twelve (12) months of the date this Land Code comes into force Tsleil-Waututh shall enact a Tsleil-Waututh Law setting out rules and procedures applicable to use, occupancy and possession of Tsleil-Waututh Lands and the division of interests and licences in these lands on the breakdown of a marriage involving at least one Member.
- 26.2 For greater certainty, the Tsleil-Waututh Laws referred to in section 26.1 shall not discriminate on the basis of sex but may distinguish as between Members and non-Members for the purpose of determining what type of interest in Tsleil-Waututh Lands may be held by an individual.

27.0 Review

- 27.1 Within two (2) years of the date this Land Code comes into force Council shall conduct a review and consult with Members concerning the Land Rules in this Part, present a report to the Membership and if required propose amendments to this Part.

PART 3
LAW ENACTMENT PROCEDURES

28.0 Application

28.1 This Part applies to all law enactment procedures for Tsleil-Waututh Laws relating to the management and administration of Tsleil-Waututh Lands.

29.0 Development of Tsleil-Waututh Laws

29.1 Council shall enact Tsleil-Waututh Laws in accordance with this Part consistent with this Land Code.

29.2 The process for development of a Tsleil-Waututh Law may be initiated by:

- (a) A Resolution, setting out the specific subject matter of the proposed law; or
- (b) A Petition presented to Council signed by at least twenty-five (25) Eligible Voters, setting out the request for development of a Tsleil-Waututh Law addressing a specific subject matter or issue.

29.3 Upon initiation of a proposed law, Council shall provide notice to the Membership of the subject matter of the proposed law and the general nature of provisions to be included in the proposed law.

29.4 Notice shall be provided to the Membership by:

- (a) Publication of a notice in the Tsleil-Waututh newsletter mailed to Eligible Voters or by separate written notice, delivered or mailed to Eligible Voters; and
- (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.

29.5 The notice shall request written comments from Members on the subject matter and content of the proposed law, and shall specify a date at least twenty (20) days from the date of the notice for Members to respond to Council.

29.6 Upon expiration of the time for submitting comments, Council shall take into consideration the comments received, the needs of the community and other relevant matters and, if it deems it appropriate, may prepare a draft law.

29.7 All Tsleil-Waututh Laws shall be developed and considered under procedures set out in this Part.

30.0 First Reading: Acceptance in Principle

30.1 Upon completion of the draft law, Council shall table the draft law at a regular meeting of Council.

30.2 After considering the draft law at the Council meeting, Council shall, by Resolution:

- (a) Accept the draft law in principle;
- (b) Reject the draft law; or
- (c) Request further work on the draft law and decide to re-table the draft law at a future Council meeting.

30.3 Upon the request of any Eligible Voter, Council shall explain the reasons for rejecting a draft law.

31.0 Second Reading: Special Membership Meeting

31.1 Where Council has accepted the draft law in principle, it shall schedule a Special Membership Meeting for the purpose of considering the draft law, and shall provide notice to the Membership at least twenty (20) days before the date of the meeting.

31.2 The notice required under section 31.1 shall include:

- (a) The date, time and place of the Special Membership Meeting;
- (b) A summary of the draft law; and
- (c) Notification that a full copy of the draft law can be obtained by Members at the Tsleil-Waututh administration building.

31.3 Notice shall be provided to the Membership by:

- (a) Publication in the Tsleil-Waututh newsletter mailed to Eligible Voters, or by separate written notice delivered or mailed to Eligible Voters; and
- (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.

- 31.4 Copies of the draft law shall be made available to Members attending the Special Membership Meeting.
- 31.5 At the Special Membership Meeting, Council or its designate shall explain the purpose and provisions of the draft law, and Members may ask questions and provide comments.

32.0 Third Reading: Enactment of the Law

- 32.1 After the Special Membership Meeting, Council shall consider the comments received from Members, the needs of the community and other relevant matters, and shall prepare a final draft law that will be considered for enactment at the next Council meeting.
- 32.2 Notice of the Council meeting where the final draft law will be considered shall be posted at least ten (10) days before the meeting in a public area of the Tsleil-Waututh administration building and shall include:
- (a) A summary of the final draft law;
 - (b) Notification that full copy of the final draft law can be obtained by Members at the Tsleil-Waututh administration building;
 - (c) A statement that the final draft law will be considered for enactment at the Council meeting; and
 - (d) The date, time and place of the Council meeting.
- 32.3 At the Council meeting, Council shall consider the final draft law and, by Resolution:
- (a) Enact the final draft law as a Tsleil-Waututh Law;
 - (b) Make changes to the final draft law;
 - (c) Reject the final draft law;
 - (d) Decide to hold another Special Membership Meeting for further comment on the draft law;
 - (e) Refer the final draft law to a Special Membership Meeting for enactment by Eligible Voters; or
 - (f) Require a referendum, to be held in accordance with Part 9 of this Land Code to enact the Law.

- 32.4 Council shall post notice in a public place of the Tsleil-Waututh administration building, setting out the decision reached by Council concerning a final draft law.
- 32.5 Where Council decides to make substantive changes to a final draft law, Council shall schedule a further Special Membership Meeting to consider the draft law and the procedure set out in section 31 shall be followed.
- 32.6 Where Council decides to refer the final draft law to a Special Membership Meeting for enactment by Eligible Voters present at such meeting, Council shall schedule a date for the Special Membership Meeting.
- 32.7 Notice of the Special Membership Meeting where the final draft law will be considered for enactment shall be given to the Membership at least twenty (20) days before the meeting and shall include:
- (a) A summary of the final draft law;
 - (b) Notification that a full copy of the final draft law can be obtained by Members at the Tsleil-Waututh administration building;
 - (c) A statement that there will be a vote by secret ballot of the Eligible Voters present at the Special Membership Meeting to make a decision on whether or not to enact the final draft law; and
 - (d) The date, time and place of the Special Membership Meeting also specifying the time period during which voting will take place.
- 32.8 Notice of the Special Membership Meeting shall be provided to the Membership by:
- (a) Publication in the Tsleil-Waututh newsletter mailed to Eligible Voters, or by separate written notice delivered or mailed to Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.
- 32.9 At the Special Membership Meeting, copies of the final draft law shall be made available to Members in attendance.
- 32.10 At the Special Membership Meeting, the purpose and provisions of the final draft law shall be explained to the Members present at the meeting, and Members shall be entitled to ask questions and provide comments.
- 32.11 Upon completion of discussion on the final draft law the Eligible Voters, including Council members, present at the Special Membership Meeting shall vote by secret ballot on the final draft law.

- 32.12 The law shall be deemed enacted if a Majority of Eligible Voters present at the Special Membership Meeting vote in favour of enacting the law.
- 32.13 The decision at the Special Membership Meeting shall be recorded in the minutes and shall have the same effect as a Resolution enacting a Tsleil-Waututh Law.
- 32.14 The result of a referendum shall have the same effect as a Resolution enacting a Tsleil-Waututh Law.

33.0 Procedures Upon Enactment of a Tsleil-Waututh Law

- 33.1 A Tsleil-Waututh Law enacted by Resolution under subsection 32.3(a) shall be signed by the Council members signing the Resolution enacting the Tsleil-Waututh Law.
- 33.2 A Tsleil-Waututh Law enacted by vote of Eligible Voters at a Special Membership Meeting or enacted by referendum shall be signed by all Council members.
- 33.3 A Tsleil-Waututh Law enacted by Resolution shall come into effect on the date the Resolution was passed or on such date specified in the Resolution.
- 33.4 A Tsleil-Waututh Law enacted by vote of Eligible Voters at a Special membership Meeting or enacted by a referendum shall come into effect on the date of the Special membership Meeting or on the date of the referendum.
- 33.5 Notice of the enactment of a Tsleil-Waututh Law shall be posted in a public area of the Tsleil-Waututh administration building within seven (7) days of its enactment.
- 33.6 Where a Tsleil-Waututh Law has been enacted original copies of the Tsleil-Waututh Law shall be deposited in the register of Tsleil-Waututh Laws.
- 33.7 The register of Tsleil-Waututh Laws shall be accessible to the public.
- 33.8 A true copy of all Laws shall be kept in the Tsleil-Waututh administration building.
- 33.9 Copies of Tsleil-Waututh Laws shall be provided to Members and other persons, upon payment of a reasonable copying fee.
- 33.10 No Tsleil-Waututh Law shall be set aside or be declared invalid by reason only that a Council member at the time of the enactment of the Tsleil-Waututh Law subsequently ceases to be a member of Council.
- 33.11 The failure of a Council member to sign a validly enacted Tsleil-Waututh Law does not invalidate the enactment of the Tsleil-Waututh Law.

34.0 Amendment

- 34.1 Any Tsleil-Waututh Law may be repealed or amended by following the procedure set out in this Part under which the Tsleil-Waututh Law was enacted.

**PART 4
OFFICERS AND EMPLOYEES**

35.0 General

35.1 Council shall provide for the appointment of officers and the hiring of other employees to administer this Land Code in an effective and fiscally responsible manner in accordance with this Land Code and Tsleil-Waututh Law.

36.0 Appointment of Manager of Lands

36.1 There shall be a Manager of Lands appointed by Resolution. Council may also, by Resolution, appoint an alternate Manager of Lands to act in the place and stead of the Manager of Lands when the Manager of Lands is absent.

36.2 For greater certainty,

- (a) Council may assign to an officer position powers, duties and functions in addition to those required to be assigned by this Land Code or Tsleil-Waututh Law; and
- (b) The same person may be appointed to two (2) or more officer positions.

37.0 Affirmative Action

37.1 Subject to 35.1, Council shall establish employment policies that reflect the principle of giving preference to qualified Members in the appointment of officers and the hiring of other employees.

PART 5
LAND ADVISORY COMMITTEE

38.0 Lands Advisory Committee

38.1 A Lands Advisory Committee is to be established to:

- (a) Assist with the development of the Tsleil-Waututh Lands administration system;
- (b) Advise Council and staff of the Tsleil-Waututh Lands Office on matters in relation to Tsleil-Waututh Lands;
- (c) Recommend to Council, Laws, Resolutions, policies and procedures in relation to Tsleil-Waututh Lands;
- (d) Hold regular and Special Meetings of Members to discuss Tsleil-Waututh Land issues and make recommendations to Council on the resolution of these land issues;
- (e) Assist in the exchange of information in relation to Tsleil-Waututh Land issues between Members and Council;
- (f) Monitor community approval under this Land Code; and
- (g) Perform such other duties and functions as Council or the Manager of Lands may direct.

38.2 The Lands Advisory Committee will perform its work under the direction of the Council or the Manager of Lands, or both.

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

38.4 Subject to any requirements of Council in relation to financial obligations, the Lands Advisory Committee may:

- (a) Establish policies for the remuneration and recovery of expenses incurred by the Lands Advisory Committee; and
- (b) Establish programs for the orientation and education of the Lands Advisory Committee members.

- 38.5 The Lands Advisory Committee shall be composed of one Council member and six Eligible Voters for the first two years and one Council member and four Eligible Voters thereafter.
- 38.6 An Eligible Voter is eligible for election or appointment to the Lands Advisory Committee, except for the following:
- (a) An Eligible Voter convicted of an offence that was prosecuted by way of indictment;
 - (b) An undischarged bankrupt;
 - (c) An Eligible Voter convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or wrongful conduct; or
 - (d) An Eligible Voter found by a Court to have breached a fiduciary duty owed to the Tsleil-Waututh Nation or defrauded the Tsleil-Waututh Nation.
 - (e) An Eligible Voter who is unable to regularly attend meetings due to living elsewhere; or
 - (f) An Eligible Voter who is unfit by reason of mental incapacity.
- 38.7 Subject to section 38.8, the members of the Lands Advisory Committee shall be selected as follows:
- (a) One member of Council shall be appointed by Council; and
 - (b) The remaining members shall be elected by the Eligible Voters.
- 38.8 The members of the first Lands Advisory Committee shall be appointed by Council as follows:
- (a) One member of Council;
 - (b) Two members from the Land Code Development Committee for a four year term; and
 - (c) Four members from the Land Code Development Committee for a two year term.
- 38.9 The term of office of a Lands Advisory Committee member elected under this Land Code shall not exceed four years, but nothing precludes such member from being elected for further terms.
- 38.10 The appointment of members under section 38.8 shall be made as soon as practicable after the coming in force of this Land Code.

- 38.11 The appointment under subsection 38.7 (a) shall be made as soon as practicable after an election of Council.
- 38.12 Elected Lands Advisory Committee members shall hold office for a term commencing at midnight on the date of their election or appointment and terminating at midnight four years following that date, or upon being replaced in office in a subsequent election, whichever comes first.
- 38.13 Council will enact a Tsleil-Waututh Law to establish the procedure for the Lands Advisory Committee elections, including such additional transitional rules as may be necessary for the members of the first Lands Advisory Committee.
- 38.14 The office a member of the Lands Advisory Committee holds shall become vacant if the Lands Advisory Committee member, while holding office:
- (a) Resigns;
 - (b) Is or becomes ineligible to hold office under section 38.6;
 - (c) Ceases to be a Member;
 - (d) Is absent from three consecutive meetings of the Lands Advisory Committee for a reason other than illness or incapacity without being authorized to be absent by the chair of the Lands Advisory Committee;
 - (e) Dies or becomes mentally incompetent; or
 - (f) The member of the Lands Advisory Committee appointed under section 38.7 or 38.8 ceases to be a member of Council.
- 38.15 Where the office of a member of the Lands Advisory Committee becomes vacant more than 90 days before the date when another election would ordinarily be held or appointment would be made, a special election may be held or an appointment made in accordance with this Land Code and a Tsleil-Waututh Law enacted under section 38.13.
- 38.16 The term of a member of the Lands Advisory Committee elected or appointed to fill a vacancy under section 38.15 is the balance of the term in relation to which the vacancy occurred.
- 38.17 The Lands Advisory Committee shall select its Chair.
- 38.18 If the Chair is unable to perform the functions of office, the Lands Advisory Committee shall appoint another member of the Lands Advisory Committee to act as the Chair.

38.19 An appointment under section 38.18 is subject to confirmation by Council.

38.20 The duties of the Chair are to:

- (a) Chair meetings of the Lands Advisory Committee;
- (b) Ensure the preparation of financial statements in relation to all activities of the Lands Advisory Committee, including any applicable revenues and expenditures concerning Tsleil-Waututh Lands;
- (c) Table any Lands Advisory Committee financial statements with Council;
- (d) Report to the Tsleil-Waututh on the activities of the Lands Advisory Committee;
and
- (e) Perform such other duties as Council or the Lands Advisory Committee may reasonably prescribe.

PART 6
SPECIAL MEMBERSHIP MEETINGS

39.0 Application

39.1 This Part applies only to Special Membership Meetings held in accordance with the Land Code.

40.0 Special Membership Meetings

40.1 A Special Membership Meeting shall be held:

- (a) Where called by Resolution; or
- (b) Upon request set out in a Petition signed by at least twenty-five (25) Eligible Voters, presented to Council and the Director of Administration and Public Works; or
- (c) As required under this Land Code.

40.2 The date, time and place for a Special Membership Meeting shall be determined by Council.

40.3 If a Special Membership Meeting has not been called by Council within seven (7) days of the receipt of a Petition calling for a Special Membership Meeting, the Director of Administration and Public Works shall set the date, time and place for the meeting.

40.4 Notice of the date, time, place and subject matter of the Special Membership Meeting shall be provided to each Council member and posted by the Director of Administration and Public Works in a public area of the Tsleil-Waututh administration building, at least five (5) days before the meeting.

40.5 All Special Membership Meetings shall take place on Tsleil-Waututh Lands.

41.0 Attendance at Special Membership Meetings

41.1 Council members shall attend all Special Membership Meetings unless they have just cause for being absent.

41.2 A Council member shall notify Council at a Council meeting or notify the Director of Administration and Public Works of any anticipated absence and the reasons for such absence.

- 41.3 Where notification under section 41.2 is given to the Director of Administration and Public Works, the Director of Administration and Public Works shall inform the other Council members of the absence and reasons.
- 41.4 If a Council member is absent from a Special Membership Meeting, the chairperson shall, if requested by an Eligible Voter, inform the meeting of the reason for the Council member's absence.
- 41.5 A quorum of Council is not required for Special Membership Meetings.
- 41.6 Council may, at a Council meeting prior to a Special Membership Meeting, by vote of a majority of those Council members present, determine that in the community interest a Special Membership Meeting shall only be open to Members and to employees of, or consultants to, Tsleil-Waututh whose attendance is requested by Council to inform the Membership on a specific matter.
- 41.7 Unless otherwise permitted by Council, only Members, non-Member spouses (including common-law spouses), employees of, and consultants to, Tsleil-Waututh whose attendance is requested by Council may attend Special Membership Meetings.
- 41.8 Where Council determines a Special Membership Meeting is only open to Members and employees of and consultants to, Tsleil-Waututh requested to present information at the meeting, this shall be set out in the notice of the Special Membership Meeting.

PART 7
FINANCIAL MANAGEMENT AND ACCOUNTABILITY

42.0 Application

42.1 This Part applies only to financial matters relating to the management and administration of Tsleil-Waututh Lands.

43.0 Duties of Council

43.1 Council shall be responsible for the preservation and protection of Tsleil-Waututh assets and the prudent financial management and administration of Tsleil-Waututh funds, with due accountability to the Membership.

43.2 Council may, by Resolution, approve agreements with federal or provincial governments or with any other party for funding to Tsleil-Waututh, the Tsleil-Waututh Lands Office, agencies or other Tsleil-Waututh entities.

43.3 Council shall develop Tsleil-Waututh Laws and policies, consistent with this Land Code, regarding financial management and accountability.

44.0 Receipts and Deposits

44.1 All monies received by Tsleil-Waututh in respect to the management and administration of Tsleil-Waututh Lands under this Land Code shall be fully deposited, without delay, in the financial institution designated by Council.

44.2 The monies held in trust by Council on behalf of Tsleil-Waututh shall be deposited in a separate Tsleil-Waututh trust account designated for that purpose.

45.0 Authorizing Officers

45.1 Council shall, by Resolution, designate signing officers to authorize payments and sign cheques on behalf of Tsleil-Waututh.

45.2 The signing officers authorized shall consist of no fewer than two (2) Council members.

45.3 All payments to be made on behalf of Tsleil-Waututh, or cheques to be issued on behalf of Tsleil-Waututh, shall be authorized or signed by at least two (2) authorized signing officers, one of whom shall be a member of Council.

46.0 Budget

- 46.1 The budget year for Tsleil-Waututh shall begin on April 1 and end on March 31 of the following year.
- 46.2 Council shall adopt a provisional budget and budget for each budget year.
- 46.3 The provisional budget and budget shall describe all operations of Tsleil-Waututh for which Council is responsible and shall include, but not be limited to, the following:
- (a) All proposed expenditures;
 - (b) All sources of revenue;
 - (c) Transfers between Departments; and
 - (d) Repayment on account of debt.
- 46.4 The budget shall be based on the principle of a balanced budget with no deficit, provided that where a deficit is anticipated in the budget approval for the deficit must be approved in accordance with section 46.11.
- 46.5 Council shall, by Resolution, no later than December 15 of each year, adopt a provisional budget for the next budget year.
- 46.6 Council shall, on or before March 1 of each year, schedule a Membership meeting to present the provisional budget and any proposed changes, to the Membership.
- 46.7 Notice of the Membership meeting required under section 46.6 shall be provided to the Membership at least twenty (20) days before the Membership meeting and shall include:
- (a) The date, time and place of the Membership meeting;
 - (b) Notification that the provisional budget and proposed changes can be obtained at the Tsleil-Waututh administration building; and
 - (c) Notification that where there is a deficit proposed in the budget there will be a vote by secret ballot of Eligible Voters present at the Membership meeting to make a decision whether or not to approve the proposed deficit.

- 46.8 Notice of the Membership meeting required under section 45.6 shall be provided by:
- (a) Publication in the Tsleil-Waututh newsletter mailed to Eligible Voters, or by separate written notice delivered or mailed to Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.
- 46.9 At the Membership meeting copies of the provisional budget and proposed changes shall be made available to Members in attendance.
- 46.10 At the Membership meeting, the provisional budget shall be presented by Council or its designate and Members may ask questions and provide comments.
- 46.11 Where a deficit is proposed in the budget the Eligible Voters, including Council members, present at the Membership meeting shall vote by secret ballot on whether or not to approve the proposed deficit.
- 46.12 Where the vote by Eligible Voters at the Membership meeting held under section 46.11 does not approve the proposed deficit, the budget shall be revised to not include a deficit.
- 46.13 Council shall take into consideration the comments received from Members, the needs of the community and other relevant matters in preparing the budget.
- 46.14 Council shall, by Resolution, no later than March 31 of each year adopt a budget for the next budget year.
- 46.15 Notice of the Council meeting where the budget will be presented for adoption shall be posted at least ten (10) days prior to the Membership meeting in a public area of the Tsleil-Waututh administration building.
- 46.16 Subject to section 46.15, where there is a substantial change in forecasted revenues, the budget may be amended by Resolution at any time prior to June 30 of each year.
- 46.17 Where a proposed amendment to the budget would create or increase a deficit in the budget the amendment must be approved by Eligible Voters in the same manner as under sections 46.7 to 46.11.
- 46.18 The provisional budget and budget shall be made available during regular working hours for inspection by any Member, and copies shall be provided to any Member upon written request to the Department of Administration and Public Works and upon payment of a reasonable copying fee.

47.0 Expenditures

- 47.1 Tsleil-Waututh revenues shall be used for the payment of Tsleil-Waututh expenditures under this Land Code, the provisional budget, the budget or a Tsleil-Waututh Law provided for in this Part.
- 47.2 Council may approve expenditures for an emergency purpose not contemplated in the provisional budget or budget.
- 47.3 Before the budget is adopted, it is not lawful to make an expenditure unless the expenditure is authorized by the provisional budget, this Land Code or a Tsleil-Waututh Law.

48.0 Audit

- 48.1 For each fiscal year, a duly accredited auditor shall be appointed to audit the financial records for matters covered by the Land Code.
- 48.2 The auditor appointed under this section holds office until reappointed, or replaced.
- 48.3 Where a vacancy occurs during the term of an auditor, the Council shall, without delay, appoint a new auditor for the remainder of the former auditor's term.
- 48.4 The auditor's remuneration shall be fixed by the Council.
- 48.5 The auditor shall, within 120 days after the end of the Tsleil-Waututh Nation's fiscal year, prepare and submit to the Council, a report on the Tsleil-Waututh Nation's financial statement relating to this Land Code, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of the Tsleil-Waututh nation in accordance with generally accepted accounting principles applied on a basis consistent with that applied in the previous fiscal year.
- 48.6 In order to prepare the report on the on the Tsleil-Waututh Nation's financial statement for matters covered by the Land Code, the auditor may at all reasonable times inspect any financial records of the Tsleil-Waututh Nation.
- 48.7 The Council shall present the auditor's report to the Members at an annual meeting of the Members.

PART 8 CONFLICT OF INTEREST

49.0 Application

49.1 This Part applies only to a Conflict of Interest relating to the management and administration of Tsleil-Waututh Lands.

50.0 General Duties and Definitions

50.1 Council members shall avoid a conflict of interest or the appearance of a conflict of interest and shall not be involved in any transaction or matter where they are in a conflict of interest or appear to be in a conflict of interest.

50.2 A conflict of interest arises in any situation where a Council member or person in their Immediate Family has a personal or business interest in a transaction or matter under consideration by Council.

50.3 No conflict of interest or appearance of a conflict of interest arises where:

- (a) The only benefit derived by an Immediate Family member is as an employee of a person or business entering into a transaction with, or having a matter determined by, Council;
- (b) The Council member or his or her Immediate Family member is a beneficiary or shareholder of a corporation, society or other entity owned or controlled by Tsleil-Waututh entering into a transaction with Council or having a matter determined by Council;
- (c) The Council member or his or her Immediate Family holds an interest in the same manner and under the same conditions as other Members of Tsleil-Waututh;
- (d) A Council member guarantees repayment of or otherwise assumes liability to repay a loan made to Council or Tsleil-Waututh;
- (e) Council enacts a Tsleil-Waututh Law setting reasonable remuneration, holidays, sick leave and benefits for services of Council members as elected officials of Tsleil-Waututh; or

- (f) Council agrees to indemnify or reimburse the Council member for expenses or liabilities reasonably incurred in their duties or arranges for insurance against risks undertaken in the carrying out of their duties.

50.4 A transaction which may give rise to a conflict of interest or the appearance of a conflict of interest may be approved by Resolution in accordance with this Part.

51.0 Procedure where there is a Conflict of Interest or Appearance of a Conflict of Interest

51.1 A Council member who has, or believes that he or she has, a conflict of interest shall disclose the nature and extent of the conflict at the first council meeting after the conflict becomes known to the Council member. The disclosure must be made when the conflict first becomes known to the individual, whether or not the transaction or matter in question has already been concluded.

51.2 Where the interest of a Council member has not been disclosed as required by section 51.1 by reason of his or her absence from the meeting at which the matter was first raised, the Council member shall disclose the interest and comply with this Part at the next meeting of Council.

51.3 If a Council member is in doubt whether he or she is in conflict of interest, he or she may request a decision of Council on whether there is a conflict of interest.

51.4 After declaring the conflict of interest, the Council member shall leave the meeting where the matter is being considered, not be counted in the quorum, nor participate in the discussion or vote on the matter in question.

51.5 A Council member who has a conflict of interest, shall not attempt in any way, whether before or after the Council meeting, to influence the discussion or vote on the matter in question.

51.6 Every declaration of a conflict of interest and the general nature thereof shall be recorded in the minutes of the Council meeting.

51.7 Council may approve a transaction by Resolution where:

- (a) The Council member has complied with section 51.1 to 51.5 of this Part; and
- (b) Council determines the transaction is fair and reasonable.

- 51.8 The failure of a Council member to provide Council with sufficient information to assess the nature of an interest involved in the transaction invalidates any authorization given under this section.
- 51.9 Any Resolution authorizing a transaction may make the authorization conditional upon the affected Council member taking steps or following procedures that may be necessary to protect the interests of Council or Tsleil-Waututh or to safeguard the community's trust in the conduct of Council's activities.
- 51.10 Where as a result of a conflict of interest a quorum of Council can never be established, the matter shall be brought before a Membership meeting.
- 51.11 Notice of the Membership meeting required under 51.10 shall be provided to the Membership at least twenty (20) days before the meeting and shall include:
- (a) The date, time and place of the Membership meeting;
 - (b) A summary of the proposed transaction and the conflict of interest to be considered at the Membership meeting;
 - (c) Notification that a full copy of a report on the transaction and conflict of interest can be obtained at the Tsleil-Waututh administration building; and
 - (d) A statement that a determination of how to proceed on the proposed transaction will be made by a vote of Eligible Voters present at the Membership meeting.
- 51.12 Notice of the Membership meeting required under section 51.10 shall be provided by:
- (a) Publication in the Tsleil-Waututh newsletter mailed to Eligible Voters, or by separate written notice delivered or mailed to Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building.
- 51.13 At the Membership meeting Council shall explain the report on the transaction and conflict of interest and Members may ask questions and provide comments.
- 51.14 Upon completion of the discussion, the Eligible Voters, including Council members, present at the Membership meeting shall vote on whether to approve the transaction with or without conditions, reject the transaction or make such other decision as may be appropriate in the circumstances.

51.15 The decision of the Majority of Eligible Voters present at the Membership meeting shall be recorded in the minutes and shall have the same effect as a Resolution, where no conflict of interest had existed. If a Resolution is required for the transaction in question, a Resolution may be passed as if no conflict of interest had existed.

52.0 Liability for Violation of Conflict of Interest Provisions

52.1 In addition to any other penalty or remedy a Council member is liable to Tsleil-Waututh for any benefit to themselves or an Immediate Family member resulting from a violation of this Part.

PART 9 REFERENDUM PROCEDURES

53.0 Application

53.1 This Part applies only to a referendum required by this Land Code or a referendum Council determines is advisable in relation to the management and administration of Tsleil-Waututh Lands.

54.0 Holding a Referendum

54.1 Council shall hold a referendum by way of vote when so required by this Land Code or when it considers it advisable. A second referendum on any question cannot be held for at least sixty (60) days after the first vote on that question.

54.2 Council shall, by Resolution at least sixty (60) days prior to the date on which the referendum is to be held:

- (a) Set a date for the referendum;
- (b) Determine the question or questions to be asked in the referendum;
- (c) Appoint an Electoral Officer to conduct the referendum; and
- (d) Appoint an Arbitrator to hear and determine any appeals of the referendum.

54.3 Unless otherwise required by this Land Code, a question put to referendum shall be approved, if a Majority of the Eligible Voters who cast valid ballots vote “YES” to the question asked.

54.4 In order to be entitled to vote in a referendum, a person must be an Eligible Voter.

55.0 Electoral Officer and Deputy Electoral Officers

55.1 If an Electoral Officer and an Arbitrator have not been appointed within the time set out in section 55.2, the Electoral Officer and Arbitrator shall be appointed by the Director of Administration and Public Works as soon as possible.

- 55.2 A Deputy Electoral Officer or Officers shall be appointed by the Electoral Officer within fourteen (14) days of the appointment of the Electoral Officer and shall work under the direction of the Electoral Officer.
- 55.3 The Deputy Electoral Officers shall have such powers as described in this Part and those powers of the Electoral Officer as are delegated to them by the Electoral Officer.
- 55.4 The Deputy Electoral Officer shall not be a member of Council.
- 55.5 The Electoral Officer shall not be a Member or salaried officer or employee of Tsleil-Waututh or holder of other contracts of services for Tsleil-Waututh.
- 55.6 Every Electoral Officer and Deputy Electoral Officer shall swear an oath of office before a justice of the peace, notary public or duly appointed commissioner for swearing oaths of office and shall file with the Director of Administration and Public Works the sworn oath of office before assuming their office.
- 55.7 The Electoral Officer may make such order and issue such instructions consistent with the provisions of this Part, as he or she may from time to time deem necessary for the effective administration of the referendum.

56.0 Contact Addresses

- 56.1 The Director of Administration and Public Works shall, within seven (7) days of the Electoral Officer assuming office, provide the Electoral Officer with the names and contact addresses of Members who will have attained the age of eighteen (18) as of the date of the referendum.
- 56.2 The contact address shall take the form of a mailing address.
- 56.3 The contact address shall be used only for the purposes of providing notices, mail-in ballots or other documents to Eligible Voters who are entitled to receive them under this Part. Except for these purposes, the contact address shall not be disclosed by the Electoral Officer without the consent of the Eligible Voter.
- 56.4 Eligible Voters shall be responsible for providing the Director of Administration and Public Works with current contact addresses.
- 56.5 A document shall be considered properly provided if it was mailed or delivered to the contact address of the Eligible Voter.

57.0 Eligible Voters List

- 57.1 The Electoral Officer shall prepare an Electors List within thirty (30) days of assuming office. The Eligible Voters List will be the official record of Eligible Voters for the referendum.
- 57.2 The Electoral Officer shall post the Eligible Voters List in a public area of the Tsleil-Waututh administration building and in other conspicuous place or places on Tsleil-Waututh Lands, as may be determined by the Electoral Officer, no later than sixty (60) days prior to the date on which the referendum is to be held.
- 57.3 A person whose name does not appear or does not correctly appear on the Eligible Voters List and who believes they are eligible to be an Eligible Voter, or an Eligible Voter acting on their behalf may, no later than ten (10) days prior to the date on which the referendum is to be held, apply in writing to the Electoral Officer to have his or her name added to the Eligible Voters List.
- 57.4 The application under section 57.3 shall set out the reasons why the person's name should be added to the Eligible Voters List, together with any documents supporting the application.
- 57.5 Where the Electoral Officer believes or has information that a person whose name is on the Eligible Voters List is not an Eligible Voter, or where an Eligible Voter applies in writing to the Electoral Officer to have another person's name removed from the Eligible Voters List because that person does not qualify as an Eligible Voter, the Electoral Officer shall give written notice to the person whose eligibility is challenged at least twenty (20) days prior to the date on which the referendum is to be held.
- 57.6 The application by an Eligible Voter under section 57.5 shall set out the reasons why a person's name should be removed from the Eligible Voters List together with any documents supporting the application and must be received by the Electoral Officer no later than twenty-one (21) days prior to the date on which the referendum is to be held.
- 57.7 The notice given under section 57.5, shall include the reasons for seeking removal of a name from the Eligible Voters List and any supporting documents, and shall, provide notice that a written reply may be sent to the Electoral Officer which must be received no later than ten (10) days prior to the date on which the referendum is to be held.
- 57.8 After consideration of all information and representations relating to amendments to the Eligible Voters List, the Electoral Officer shall add or delete names to the Eligible Voters List, based on whether persons qualify as Eligible Voters.

- 57.9 The Electoral Officer shall give a person whose name has been added to or deleted from the Eligible Voters List written notice of the decision and shall post the decision in a public area of the Tsleil-Waututh administration building and in other conspicuous place or places on Tsleil-Waututh Lands as may be determined by the Electoral Officer at least five (5) days prior to the date on which the referendum is to be held.
- 57.10 The decision of the Electoral Officer under section 57.8 is final and not subject to appeal.
- 57.11 The Electoral Officer shall, at least five (5) days prior to the date on which the referendum is to be held, post a final Eligible Voters List in a public area of the Tsleil-Waututh administration building and in other conspicuous place or places on Tsleil-Waututh Lands as may be determined by the Electoral Officer.
- 57.12 Any person whose name does not appear on the final Eligible Voters List shall not be entitled to vote in the referendum.

58.0 Preparation of Ballots

- 58.1 The Electoral Officer shall prepare ballots setting out the question to be asked in the referendum.
- 58.2 The ballots shall indicate that the Eligible Voter is to signify his or her choice with an "X" or other mark under the "YES" or "NO" in the appropriate space opposite each question stated on the ballot.

59.0 Entitlement to Vote by Mail-in Ballot

- 59.1 At least sixty (60) days prior to the date on which the referendum is to be held, the Electoral Officer shall publish a notice in the Tsleil-Waututh newsletter sent to the Eligible Voters or shall forward to Eligible Voters at their contact address a notice setting out the conditions for voting by mail-in ballot.
- 59.2 The notice shall include:
- (a) Notification that a copy of this Land Code can be obtained at the Tsleil-Waututh administration building;
 - (b) The places where copies of the Eligible Voters List shall be posted in a public area of the Tsleil-Waututh administration building;

- (c) A statement that Eligible Voters Ordinarily Resident on Tsleil-Waututh Lands who are unable to vote in person on the date of the referendum may at least fifteen (15) days prior to the date on which the referendum is to be held, apply to the Electoral Officer to vote by mail-in ballot;
 - (d) A statement that Eligible Voters who are not Ordinarily Resident on Tsleil-Waututh Lands are entitled to vote by mail-in ballot and that a mail-in ballot will be sent to them unless they advise the Electoral Officer in writing that they do not want to receive a mail-in ballot at least forty (40) days prior to the date on which the referendum is to be held;
 - (e) The business address, telephone and facsimile number of the Electoral Officer; and
 - (f) The date of the notice.
- 59.3 Any Eligible Voter who is Ordinarily Resident on Tsleil-Waututh Lands and who is unable to vote in person on the date the referendum is to be held may, at least fifteen (15) days prior to the date on which the referendum is to be held, apply to the Electoral Officer to vote by mail-in ballot.
- 59.4 Any Eligible Voter who is not Ordinarily Resident on Tsleil-Waututh Lands and who has not been sent a mail-in ballot package in accordance with section 59.6 may, at least fifteen (15) days prior to the date on which the referendum is to be held, apply to the Electoral Officer to vote by mail-in ballot.
- 59.5 An Eligible Voter requesting a mail-in ballot package shall provide the Electoral Officer with a current mailing address.
- 59.6 The Electoral Officer shall, at least thirty-five (35) days prior to the date on which the referendum is to be held, mail to every Eligible Voter who is not Ordinarily Resident on Tsleil-Waututh Lands and to every Eligible Voter who is Ordinarily Resident on Tsleil-Waututh Lands whose application to vote by mail-in ballot has been received, a mail-in ballot a package consisting of:
- (a) A ballot initialled on the back by every Electoral Officer;
 - (b) An inner postage-paid return envelope, pre-addressed to the Electoral Officer;
 - (c) A second inner envelope marked “ballot” for insertion of the completed ballot;
 - (d) An Eligible Voter declaration form which shall set out:
 - (i) the name of the Eligible Voter;

- (ii) the Membership number of the Eligible Voter; and
 - (iii) the name, address and telephone number of the witness to the signature of the Eligible Voter;
- (e) A letter of instruction regarding voting by mail-in ballot; and
- (f) A statement identifying the location of all polling places, advising the Eligible Voter that they may vote in person at any polling station on the day of the referendum if they return their mail-in ballot to the Electoral Officer at the polling station or swear a written declaration before the Electoral Officer, a justice of the peace, notary public or duly appointed commissioner for taking oaths that they have lost the mail-in ballot.
- 59.7 Upon receipt of an application to vote by mail-in ballot under subsection 59.3 and 59.4, the Electoral Officer shall mail a mail-in ballot package described in section 59.6 to the Eligible Voter whose name appears on the application.

60.0 Notice of Polls

- 60.1 The Electoral Officer shall, at least thirty (30) days prior to the date on which the referendum is to be held, post a notice of polls in a public area of the Tsleil-Waututh administration building and in other conspicuous place or places on Tsleil-Waututh Lands, as may be determined by the Electoral Officer.
- 60.2 The notice of polls shall include:
- (a) The date of the referendum;
 - (b) The time the polling stations will be open and closed;
 - (c) The location of the polling stations;
 - (d) The question or questions to be asked in the referendum; and
 - (e) A statement that the Eligible Voters List is posted in a public area of the Tsleil-Waututh administration building.

61.0 Voting by Mail-in Ballot

- 61.1 An Eligible Voter shall vote by mail-in ballot by:

- (a) Clearly marking the ballot with an (X) or other mark that clearly indicates the Eligible Voters choice under the word “YES” or “NO” in the appropriate space opposite each question stated on the ballot;
 - (b) Folding the ballot in a manner so as to conceal the mark or marks on the face of the paper but exposing the Electoral Officer’s initials on the back;
 - (c) Placing the ballot in the inner envelope marked “ballot” and sealing the envelope;
 - (d) Completing and signing the Eligible Voter declaration form in the presence of a witness who is at least eighteen (18) years of age;
 - (e) Placing the inner envelope and the completed, signed and witnessed Eligible Voter declaration form in the postage-paid, return envelope, pre-addressed to the Electoral Officer; and
 - (f) Delivering to, or otherwise ensuring receipt of the envelope by the Electoral Officer before the time at which the polls close on the day of the referendum.
- 61.2 Mail-in ballots that are not received by the Electoral Officer before the time at which the polls close on the day of the referendum shall not be counted.
- 61.3 An Eligible Voter to whom a mail-in ballot was mailed or delivered may note in person at the polling station if:
- (a) The Eligible Voter returns the mail-in ballot to the Electoral Officer or Deputy Electoral Officer; or
 - (b) Where the Eligible Voter has lost the mail-in ballot, the Eligible Voter provides the Electoral Officer or Deputy Electoral Officer with a written affirmation of loss signed by the Eligible Voter in the presence of either the Electoral Officer, Deputy Electoral Officer, justice of the peace, notary public or commissioner to taking oaths.

62.0 Voting at a Polling Station

- 62.1 The polling station shall be open from eight o’clock (8:00) in the morning until eight o’clock (8:00) in the evening on the day on which the referendum is to be held.
- 62.2 The Electoral Officer shall, before the polling station is open, supply the polling station with:
- (a) Ballot boxes;

- (b) A sufficient number of ballots;
 - (c) The final Eligible Voters List;
 - (d) The necessary materials for making ballots; and
 - (e) A ballot tally sheet to identify the number of confirmed votes and the number of rejected ballots.
- 62.3 The Electoral Officer shall provide a voting compartment inside the polling station where the Eligible Voters can mark their ballots free from observation and the Electoral Officer may appoint security to maintain order at the Polling Site.
- 62.4 The Electoral Officer or Deputy Electoral Officer shall, immediately before the commencement of the poll:
- (a) Open the ballot box and, in the presence of any appointed security and other Deputy Electoral Officers, confirm that it is empty and complete a written statement to that effect;
 - (b) Lock and properly seal the ballot box in a manner preventing it from being opened without breaking the seal; and
 - (c) Place the ballot box in public view for the reception of the ballots.
- 62.5 Each person presenting themselves at a polling station for the purpose of voting shall present to the Electoral Officer or Deputy Electoral Officer identification issued by the Federal or Provincial Government or by Tsleil-Waututh.
- 62.6 Where a person does not have identification they shall be deemed to be properly identified if they are known to the Electoral Officer or Deputy Electoral Officer.
- 62.7 Where a person is properly identified as an Eligible Voter, he or she shall sign the sign-in sheet presented by the Electoral Officer or Deputy Electoral Officer and list their Membership number on the sign-in sheet.
- 62.8 Upon signing the sign-in sheet, the Eligible Voter shall receive a ballot initialled by the Electoral Officer or Deputy Electoral Officer.
- 62.9 The Electoral Officer or Deputy Electoral Officer shall place in the proper column of the Eligible Voters List, a mark opposite the name of every Eligible Voter receiving a ballot.
- 62.10 The Electoral Officer or Deputy Electoral Officer shall, when requested to do so, explain the method of voting to the Eligible Voter.

- 62.11 Voting at all referendums shall be by secret ballot.
- 62.12 No Eligible Voter may vote by proxy or authorize another person to vote on his or her behalf.
- 62.13 Notwithstanding section 62.12 and section 62.16 any Eligible Voter who requires assistance may request that the Electoral Officer or a Deputy Electoral Officer vote on their behalf in their presence in favour of, or against the question, as the Eligible Voter directs.
- 62.14 In the event that an Eligible Voter votes in the manner described in section 62.13, the Electoral Officer or Deputy Electoral Officer shall note on the Eligible Voters List in the column for remarks opposite the name of such Eligible Voter, the fact that the ballot was marked by him or her in the presence of the Eligible Voter and the reasons therefore.
- 62.15 Except for voting in the manner provided in section 62.13, the Electoral Officer or Deputy Electoral Officer shall ensure the Eligible Voter's privacy while in the voting compartment.
- 62.16 Upon receiving the ballot, each Eligible Voter shall:
- (a) Immediately proceed to the voting compartment and clearly mark the ballot with an (X) or other mark that clearly indicates the Eligible Voter's choice under the work "YES" or "NO" in the appropriate space opposite each question stated on the ballot;
 - (b) Fold the ballot, so as to conceal their choice in such a manner that only exposes the initials of the Electoral Officer or Deputy Electoral Officer; and
 - (c) Without unfolding the ballot, have the Electoral Officer or Deputy Electoral Officer verify his or her initials and at once deposit the ballot into the ballot box in the presence of the Deputy Electoral Officer in the polling station.
- 62.17 An Eligible Voter who inadvertently spoils his or her ballot may return it to the Electoral Officer or Deputy Electoral Officer in order to obtain another ballot, and the Electoral Officer or Deputy Electoral Officer shall write the work "cancelled" upon the spoiled ballot, deposit it in an envelope for cancelled and declined ballots and provide the Eligible Voter with a new ballot initialled by the Electoral Officer or Deputy Electoral Officer.
- 62.18 An Eligible Voter forfeits his or her right to vote at the referendum after being provided a ballot by the Electoral Officer or Deputy Electoral Officer if that person leaves the polling station without delivering the ballot to the Electoral Officer or the Deputy Electoral Officer.

- 62.19 An Eligible Voter forfeits his or her right to vote at the referendum after being provided a ballot by the Electoral Officer or Deputy Electoral Officer if that person leaves the polling station without delivering the ballot to the Electoral Officer or the Deputy Electoral Officer.
- 62.20 Any Eligible Voter who is inside the polling station at the time fixed for closing the poll shall be entitled to vote.
- 62.21 Save and except for the Electoral Officer, Deputy Electoral Officer or appointed security, no one other than the Eligible Voters who are in the process of voting, or in the case of an elderly or physically incapacitated person, an attendant, is permitted to be inside the polling station.
- 62.22 No person shall, on the day the referendum is held, on the premises of the Polling Site:
- (a) Distribute any printed materials except such materials as may be distributed by the Electoral Officer or Deputy Electoral Officer for the purposes of conducting the referendum;
 - (b) Attempt to interfere with or influence any Eligible Voter in marking his or her ballot; or
 - (c) Attempt to obtain information as to how an Eligible Voter is about to vote or has voted.
- 62.23 The Electoral Officer may request appointed security to remove any person from the Polling Site who is in violation of section 62.22.

63.0 Procedures After the Close of the Polls

- 63.1 Immediately after the close of the polls, the Electoral Officer shall, in the presence of the Deputy Electoral Officer and any Eligible Voters who choose to be present, open each envelope containing a mail-in ballot that was received before the close of the polls and without unfolding the ballot:
- (a) Set aside the ballot if:
 - (i) it was not accompanied by an Eligible Voter declaration form or the Eligible Voter declaration form is not signed or witnessed,
 - (ii) the name of the person set out in the Eligible Voter declaration form is not on the Eligible Voters List,

- (iii) the Eligible Voters List shows that the Eligible Voter has already voted; and
 - (b) Deposit all remaining ballots in the ballot box and place a mark on the final Eligible Voters List.
- 63.2 Immediately after all valid mail-in ballots have been deposited in the ballot box, the Electoral Officer shall, examine the ballots and reject all ballots that:
 - (a) Have not be initialled by the Electoral Officer or Deputy Electoral Officer;
 - (b) Are marked in such a way that the Eligible Voter can be identified; or
 - (c) Are marked in such a way that the Eligible Voter's choice cannot clearly or unambiguously be determined.
- 63.3 Any rejected ballot shall not be counted as a vote cast.
- 63.4 The Electoral Officer shall report in writing the reasons for rejection of each ballot and attach that report to the rejected ballot.
- 63.5 The rejected ballot and the written report shall be held by the Electoral Officer until the expiration of any appeal period provided for in this Land Code.
- 63.6 The Electoral Officer shall:
 - (a) Count the votes given in favour of or against the question or questions submitted in the referendum; and
 - (b) Prepare and sign a statement in writing of the number of votes so given and of the number of ballots rejected.
- 63.7 Immediately after the completion of the counting of the votes, the Electoral Officer shall:
 - (a) Publicly declare the results of the referendum;
 - (b) Prepare a statement in duplicate signed by himself or herself indicating:
 - (i) the number of Eligible Voters who voted;
 - (ii) the number of votes cast in favour or and against the question or questions submitted in the referendum;
 - (iii) the number of rejected ballots; and

- (c) Deliver a copy of the statement to Council.

63.8 The Electoral Officer shall:

- (a) Within three (3) days of the date on which the referendum is held post in a public area of the Tsleil-Waututh administration building and in other conspicuous place or places on Tsleil-Waututh Lands, as may be determined by the Electoral Officer, a written statement signed by the Electoral Officer, showing the number of votes cast in favour of or against the question or questions submitted in the referendum and the number of rejected ballots; and
- (b) Publish a written statement, showing the number of votes cast in favour of and against the question or questions submitted in the referendum and the number of rejected ballots, in the Tsleil-Waututh newsletter mailed to Eligible Voters or in a separate written notice delivered or mailed to Eligible Voters.

64.0 Disposal of Ballots

64.1 The Electoral Officer shall deposit the ballots used in the voting and the cancelled and declined ballots in a sealed envelope and retain it for one hundred and twenty (120) days after the date on which the referendum is held or until a decision on an appeal is rendered, whichever date is later, after which time the Electoral Officer may, unless directed otherwise by the Council, destroy them in the presence of two witnesses.

65.0 Appeals

65.1 Any Eligible Voter may file an appeal in writing to the Director of Administration and Public Works requesting that the referendum be declared invalid on one or more of the following grounds:

- (a) There was a violation of any provision of this Part in the conduct of the referendum that might have affected the result of the referendum; or
- (b) There was a corrupt or fraudulent practice in connection with the referendum.

65.2 Every notice of appeal shall be filed with the Director of Administration and Public Works within thirty (30) days from the date upon which the referendum was held together with a non-refundable filing fee of seventy-five dollars (\$75.00).

- 65.3 Every appeal shall also set out in an affidavit sworn before a notary public or a duly appointed commissioner for taking oaths the facts substantiating the grounds for declaring the referendum invalid and shall be accompanied by any documents relied on to support the appeal.
- 65.4 The Eligible Voter appealing the result of the referendum shall deposit with the Director of Administration and Public Works, together with the appeal, security for costs in the amount of five hundred dollars (\$500.00).
- 65.5 Upon receipt of the referendum appeal, supporting documents and security for costs, the Director of Administration and Public Works shall forward the appeal and supporting documents to Council.
- 65.6 Council shall have seven (7) days from the receipt of the material described in section 65.5 to file with the Director of Administration and Public Works a written reply to the appeal.
- 65.7 Upon expiration of the time to file a reply, the Director of Administration and Public Works shall forward the appeal, supporting documents and any reply to the Arbitrator to hear and determine the appeal.
- 65.8 The Arbitrator may, at his or her discretion, give directions for:
- (a) Fixing the date, time and place for the hearing of the appeal;
 - (b) Designating the method of taking evidence, either by sworn declaration or written testimony or both;
 - (c) Designating what persons are to be notified and how they are to be served; and
 - (d) Dealing with any matter or other thing not otherwise provided for in this section.
- 65.9 No witness shall be required to divulge how he or she voted in the referendum.
- 65.10 The Arbitrator shall provide a written decision together with reasons, confirming or invalidating the referendum results.
- 65.11 The results in the referendum shall not be declared invalid by reasons only of any irregularity or non-compliance with the referendum procedures, or any mistake in the use of forms, if it appears to the Arbitrator that the referendum was conducted in good faith unless the non-compliance, irregularity or mistake materially affected the result of the referendum.

- 65.12 The Arbitrator may in his or her discretion order by whom, to whom and in what manner costs of the appeal, in an amount as determined by the Arbitrator, shall be paid. The Arbitrator shall make disposition of the security for costs furnished under this section, in accordance with him or her.
- 65.13 The Arbitrator shall give the person appealing the referendum and Council written notice of his or her decision and shall post the decision in a public area of the Tsleil-Waututh administration building and other conspicuous place or places on Tsleil-Waututh Lands, as may be determined by the Arbitrator.
- 65.14 The determination of the Arbitrator is final and not subject to appeal or a referral to a court.

66.0 Penalty

- 66.1 In addition to any other penalty or liability, any person who violates any provision of this Part is guilty of an offence and liable upon summary conviction to a fine not exceeding ten thousand dollars (\$10,000.00).

PART 10
AMENDMENT OF THIS LAND CODE

67.0 Procedure

- 67.1 The process for development and passage of amendments to this Land Code may be initiated by:
- (a) Resolution; or
 - (b) A Petition presented to Council by at least forty (40) Eligible Voters, setting out the specific area in this Land Code requested to be amended.
- 67.2 Upon receipt of the Petition Council may, or upon passage of the Resolution under section 67.1 Council shall, develop proposed amendments to this Land Code.
- 67.3 Upon completion of the proposed amendments to this Land Code, Council shall schedule a Special Membership Meeting for the purpose of considering the proposed amendments and shall provide notice to the Membership.
- 67.4 The notice of the Special Membership Meeting required under section 67.3 shall be provided to the Membership at least twenty (20) days before the meeting and shall include:
- (a) The date, time and place of the Special Membership Meeting;
 - (b) A summary of the proposed amendments to this Land Code; and
 - (c) Notification that the full copy of the proposed amendments to this Land Code and this Land Code can be obtained by the Tsleil-Waututh administration building.
- 67.5 Notice shall be provided to the Membership by:
- (a) Publication of the notice in the Tsleil-Waututh newsletter, delivered or mailed to Eligible Voters or by separate notice delivered or mailed to the Eligible Voters; and
 - (b) Posting of the notice in a public area of the Tsleil-Waututh administration building and such other places as Council may direct.
- 67.6 At the Special Membership Meeting, copies of the proposed amendments to this Land Code and this Land Code shall be available to Members present.

- 67.7 At the Special Membership Meeting, the purpose and provisions of the proposed amendments shall be explained by Council, and Members may ask questions and provide comments.
- 67.8 After the Special Membership Meeting held to consider the proposed amendments to this Land Code, Council shall, within sixty (60) days of the date on which the Special Membership Meeting was held, prepare a final draft of the proposed amendments, taking into consideration the comments received from Members, the needs of the community and other relevant matters.
- 67.9 The proposed amendments to this Land Code must be approved by a referendum held under Part 9 of this Land Code.
- 67.10 Proposed amendments to this Land Code approved in accordance with this Part come into force and effect on the date of approval by way of referendum.

**PART 11
GENERAL**

68.0 Coming into Force

- 68.1 This Land Code shall be ratified by the Tsleil-Waututh when the Members approve this Land Code and the Individual Agreement by ratification vote.
- 68.2 The Land Code is approved by ratification held pursuant to the Tsleil-Waututh Nation Community Ratification Process.
- 68.3 Subject to section 68.1 this Land Code shall come into force on the later of:
- (a) The first day of the month following certification of this Land Code by the Verifier; or
 - (b) The date the Individual Agreement is executed on behalf of Canada.