Iskut
On-Reserve
Land Code

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ISKUT ON-RESERVE LAND CODE

Preamble

Whereas the 1910 Declaration of the Tahltan Tribe serves as a foundational and integral document for the ongoing work of the collective Tahltan Nation, and the leadership of the Tahltan Nation continues to act on the statements and assertions within;

Whereas the 1910 Declaration of the Tahltan Tribe asserts the Tahltan Nation claim to the sovereign right over all Tahltan Territory;

Whereas the Tahltan Nation, through active negotiations and the ongoing work of the Tahltan Central Government, continues to assert our inherent rights and title interests through the entirety of our traditional territory;

Whereas the Iskut Land Code and the work of the Tahltan Central Government will be harmonized to ensure consistency between land management on Iskut reserve lands and land management throughout Tahltan Territory;

Whereas Iskut acknowledges the need to implement an Iskut Land Code that is fluid and allows for our Nation to grow as individuals and as a people;

Whereas the teachings and important work of our ancestors has shaped the Tahltan Nation as it is today, and it is our duty as Tahltans to respect and honour our ancestors as we carry this work forward through future generations;

Whereas Iskut recognizes the knowledge that is held by our Elders and the importance of incorporating this knowledge into decision-making processes in a meaningful way;

Whereas Iskut is committed to defining a role for our Elders at all stages in processes of land management decision-making;

Whereas the members of Iskut should be able to choose to live and raise their families on lands managed by Iskut;

Whereas Iskut recognizes the wealth and opportunity in our lands and will continue to pursue viable and responsible economic development on our lands that will support our community now and into the future;

Whereas Iskut is committed to fulfilling our duty and responsibility to safeguard community health and safety;

Whereas we recognize that building the story of the Tahltan Nation relies on ongoing archaeological and cultural heritage research in the entirety of our territory;

Whereas Iskut recognizes and acknowledges the critical role for embedding oral histories, Tahltan ways of knowing, and sacred and natural law in processes of law and decision-making within the Tahltan Nation;

Whereas spirituality is an underlying and critical part of our identity as Tahltans;

Whereas Iskut is committed to developing and implementing a land code that is founded in principles of trust, honesty and integrity;

Whereas Iskut is committed to developing and implementing a land code that includes methods of enforcement that will protect the interests of Iskut;

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

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

Whereas under the *Framework Agreement,* Canada has committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner consistent with the Canadian Constitution and the *Framework Agreement* acknowledges that Canada's special relationship with First Nations will continue.

Whereas Iskut became a signatory to the *Framework Agreement on February 2, 2025,* and wishes to govern Lands under this *Land Code;*

Whereas by enacting this *Land Code*, Iskut is affirming responsibility to care for and respect our Lands;

And Whereas the *Framework Agreement* is ratified by Iskut through community approval of this *Land Code*;

NOW THEREFORE, THIS LAND CODE IS ENACTED AS THE FUNDAMENTAL LAND LAW OF ISKUT:

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PART I
FUNDAMENTAL RIGHTS

1. Iskut's Land Rights

1.1 This *Land Code* does not define or prejudice against Aboriginal rights, Aboriginal title, treaty rights, inherent rights, or any other rights of Iskut to control their lands or resources or to preclude other negotiations in respect of those rights.

1.2 This *Land Code* does not affect any rights of Iskut under the United Nations Declaration on the Rights of Indigenous Peoples.

1.3 This *Land Code* does not affect any lands, or any rights in lands, which are not subject to this *Land Code*.

1.4 This *Land Code* does not change the fiduciary relationship between Canada and Iskut.

PART II
DEFINITIONS AND INTERPRETATION

2. Definitions

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

2.1 The following definitions apply in this *Land Code*:

"*Canada"* means his Majesty the King in Right of Canada;

"*Community Lands*" means Lands, other than Member Lands, which are held on behalf of and for the benefit of all Members;

"*Community Purpose*" means a purpose which is intended to provide a facility, benefit or support for the Members or persons residing on the Lands and includes, without limitation utility or transportation corridors and requirements therein, public works, cemeteries, schools, day-care facilities, administrative buildings and facilities, seniors housing facilities, hospitals, fire halls, sewage and water treatment facilities, playgrounds, community centers and other similar facilities and the protection of heritage sites on the Lands;

"*Council*" means the Chief and Council of Iskut;

"*Council Resolution*" means a resolution approved by a quorum of Council at a duly convened meeting;

"*Elder*" means, for the purposes of this Land Code, a member who is sixty (60) years of age or older;

"*Eligible Voter*" means a member who has attained eighteen years of age on or before the last day of a Vote;

"First Nation Lands Register" means the lands register established pursuant to the *Framework Agreement*, or any successor lands register that may be established to replace the First Nation Lands Register;

"*Framework Agreement"* means the *Framework Agreement on First Nation Land Management,* entered into between First Nations and Canada on February 12, 1996, as amended from time to time;

"*Immediate Family*" means, in respect of an individual, a Spouse, parent, grandparent, child (including children adopted pursuant to Tahltan law of the laws of the Province of British Columbia), grandchild, sibling, or any person living as a member of that household;

"*Individual Agreement*" means the agreement between Iskut and Canada in accordance with the provisions of the *Framework Agreement*;

"*Interest*" means any interest, right, or estate of any nature in or to Lands, and includes a Member Only Interest, a lease, a life estate, an easement, a right of way, mortgage, charge, and a section 28(2) permit under the *Indian Act*, but does not include:

(a) Iskut title to the Land, including Aboriginal Title; and

(b) a Licence;

"*Iskut*" means Iskut First Nation, a "band" under the *Indian Act*, RSC 1985, c.I-5

"*Knowledge Keeper*" means a member, who may or may not be an Elder, with a deep understanding of Tahltan cultures, histories and worldviews and holds traditional and cultural knowledge of the Tahltan people.

"*Land*" or "*Lands*" means any reserve land, including Community Lands and Member Lands, which is subject to this *Land Code* and, for greater certainty, includes:

(a) Natural Resources;

(b) water and the beds underlying that water; and

(c) any riparian rights;

"*Land Code*" means this *Land Code*, as amended from time to time;

"*Lands Committee*" means the committee established under the 'Lands Committee' provisions of this *Land Code*;

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

"*Lands Meeting*" means a meeting open to the participation of Members for purposes set out in this *Land Code*;

"*Licence*" means any temporary right of use or occupation of Lands for a term of two years or less, or for a term up to twenty-five years if authorized by Council Resolution, but does not include a business licence, building permit, or similar instrument;

"*Member*" means a person on the Iskut membership list or who, in accordance with any applicable Iskut membership list or code, is entitled to be on that list;

"*Member Lands*" means Lands, other than Community Lands, which are held by Members or Iskut under a Member Only Interest;

"*Member Only Interest*" means an allotment, a certificate of possession, and any other interests which can only be held by Members or Iskut under a Land Law;

"*Natural Resources*" means renewable and non-renewable natural resources, such as timber, minerals, stone, sand, gravel, clay, soil, and similar substances;

"*Publish*" or "*Publishing*" means to make information available to Members by posting online and in the Iskut administration office;

"*Private Interest*" means a personal, non-public concern including financial, business related, or social interest but does not include any interest a person or a member of their Immediate Family has in a matter by virtue of the fact that the person or Immediate Family member is a member.

"*Subordinate Legislation*" includes any regulation, policy, procedure, rule, standard, terms of reference or code enacted or approved by Council under this *Land Code* or any Land Laws;

"*Spouse*" means a person who is married, whether by a traditional, religious, or civil ceremony, and includes a Spouse by common-law relationship; and

"*Vote*" means a vote convened by the Lands office for purposes set out in this *Land Code* in which all Eligible Voters are entitled to vote.

2. Interpretation

2.1 The Preamble and Tahltan language may be used to interpret this *Land Code.*

2.2 Titles and headings in this *Land Code* are for convenience only.

2.3 Where a time limit under this *Land Code* falls on a weekend, or any holiday, the time limit is extended to the next business day.

2.4 Where the time limit for doing any act in the Iskut 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 Unless otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

2.7 The use of the masculine includes the feminine, and the use of the feminine includes the masculine.

2.8 Unless it is otherwise clear from context, including means including, but not limited to, and includes means includes, but not limited to.

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

2.10 Any reference to a court in this *Land Code* includes a justice of the peace appointed by Iskut with authority in respect of Land Laws.

2.11 The structure, bodies, and procedures established by or under this *Land Code* will be interpreted in accordance with the cultures, traditions, and customs of Iskut.

2.12 A reference to Land in this *Land Code* means all rights and resources in and of the land, and includes:

(a) The water, beds underlying water, riparian rights, air rights, minerals and subsurface resources, and all other renewables and non-renewable Natural Resources in and of that land, water or air to the extent that these are under the jurisdiction of Canada; and

(b) All the Interests and Licenses granted by His Majesty the King in right of Canada listed in the Individual Agreement

3. Consistency and Paramountcy

3.1 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* prevails to the extent of the inconsistency or conflict.

3.2 If there is an inconsistency or conflict between this *Land Code* and any other Land Law or by-law under the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.

4. Non-Abrogation

4.1 This Land Code does not abolish, repeal or otherwise abrogate, or detract, diminish or otherwise derogate from, any Aboriginal treaty or other right or freedom that may pertain now or in the future to Iskut or its Members, including, without limitation, rights to land, water, air, and Natural Resources.

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

4.3 Except as otherwise set out in this Land Code, this Land Code does not abolish, repeal or otherwise abrogate the fiduciary relationship between His Majesty the King in Rights of Canada and Iskut or its Members.

4.4 Nothing in this Land Code, nor in any of the Laws, policies, procedures or decisions made in accordance with it is intended to change:

(a) the by-law making powers of Council pursuant to section 81 of the *Indian Act*, RSC, 1985, c. I-5; or

(b) any Aboriginal, treaty, inherent or other rights or freedoms that pertain now or in the future to Iskut or its Members.

5. Authority to Govern

5.1 The Tahltan have never ceded, surrendered, or in any way relinquished Aboriginal title to our territory and continue to assert our interests and exercise our Aboriginal rights over our territory.

5.2 Iskut is committed to protecting the Aboriginal rights of Iskut and its members through its own efforts, and through supporting the efforts of the Tahltan Central Government.

5.3 Tahltan traditional teachings speak of the obligation of the people to care for and respect the land and the magnificent wonders of Nature created on the land. By enacting this Land Code, Iskut further confirms this special responsibility.

5.4 By enacting this Land Code, Iskut gives effect, to the extent possible under the *Framework Agreement on First Nation Land Management Act*, to our Aboriginal title to that portion of the territory comprised of the Land. For greater certainty, this confirmation of authority over the Land is not an admission or acknowledgement that the authority assumed by enacting this Land Code represents the full scope of authority of the Iskut over Iskut Land or the rest of our territory.

5.5 The authority of Iskut to govern its lands and resources is an integral part of our Aboriginal title and our inherent right of self-government that flows from the Creator to the people of Iskut, and from the people to the Chief and Council according to the culture, traditions, customs and laws of the Tahltan Nation.

5.6 For any purpose related to the Land, Iskut shall have legal capacity to acquire and hold property, to borrow, to contract, to expend and invest money, to be a party to legal proceedings, to exercise our powers and perform our duties.

6. Purpose

6.1 The purpose of this Land Code is to set out the principles and administrative structures that apply to the Land and by which Iskut will exercise authority over those lands in accordance with the *Framework Agreement*.

6.2 The *Framework Agreement* will be ratified and confirmed when this Land Code comes into effect.

PART III
LANDS

7. Description of Lands

7.1 Lands subject to this *Land Code* are the following reserves of Iskut:

(a) Lands described in "Appendix G" of the Individual Agreement;

(b) Lands added to reserve after this *Land Code* comes into force; and

(c) Lands added to reserve through a land exchange in accordance with this *Land Code.*

8. Additional Lands

8.1 The following lands may be made subject to this Land Code in accordance with subsection 9.1 [*Inclusion of Land or Interest]* if they are, or become, reserve lands and the following applicable conditions are met:

(a) any Lands owned jointly by Iskut and another First Nation or other First Nations, when all the First Nations agree upon a joint management scheme for those lands; and

(b) any land or Interest acquired by Iskut after this Land Code comes into effect, whether by land claim, purchase or other process, after an Environmental Audit prepared by an Environmental Consultant expresses the view that the land does not pose a significant risk to human health or the environment.

8.2 For greater certainty, subsection 8.1 [*Additional Lands*] applies to land acquired by land exchange in accordance with subsection 18 [*Voluntary Exchange of Lands*].

9. Inclusion of Land or Interest

9.1 When the conditions in subsection 8.1 [*Additional Lands*] are met, Council may, by passing a Resolution, declare the lands or Interest to be subject to this *Land Code.*

9.2 For greater certainty, a Vote is not required for amending the description of the Land in subsection 7.1 [*Description of Lands*] and in the Individual Agreement when lands are added in accordance with subsection 9.1.

9.3 At least thirty (30) days before Council intends to consider a Resolution declaring any lands set out in subsection 8.1 [*Additional Lands*] to be subject to this Land Code, Council shall Publish the proposed inclusion of those lands which shall include:

(a) a description of the lands proposed to be included; and

(b) information on how Members may make submissions to Council with respect to the proposed inclusion.9.1

PART IV
LAND AND NATURAL RESOURCES ADMINISTRATION

10. Lands Office

10.1 Council may, by Council Resolution, identify staff positions in the Lands office, including employees, contractors, volunteers, or other persons considered by Council to be staff in the Lands office.

10.2 Council may, by Council Resolution, specify for any Lands office staff position:

(a) the scope of delegated authority for management of Lands; and

(b) whether that position includes the authority to register Land instruments in the First Nation Lands Register on behalf of Iskut.

10.3 Subject to the terms of any Council Resolution, the duties of the Lands office include:

(a) advising Council and the Lands Committee on Land Laws and Land policies;

(b) advising Council on administrative fees, rent, royalties, or other amounts payable in respect of Lands;

(c) arranging Lands Meetings and Votes in accordance with this *Land Code*;

(d) proposing to Council the annual Lands workplan and Lands budget;

(e) providing input on Iskut's annual reports in respect of Land revenues and Land activities;

(f) assisting the Lands Committee, upon request from the Lands Committee; and

(g) managing and maintaining systems for Land administration, such as record keeping, data management, and the development of approved forms and procedures.

10.4 In carrying out its responsibilities, the Lands office must consider any advice provided by the Lands Committee.

10.5 Council will perform all the duties and functions, and exercise all the powers, of the Lands office that are not specifically delegated to the Lands office by Council Resolution.

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11. Lands Committee

11.1 Council must establish the Lands Committee and appoint its members in accordance with this *Land Code*.

11.2 As soon as possible after this *Land Code* comes into effect, Council must, by Council Resolution, appoint persons to serve on an interim basis on the Lands Committee.

11.3 No later than twelve months after the *Land Code* comes into effect, Council must, by Council Resolution, appoint the members of the Lands Committee which could include persons who served on an interim basis or new persons.

11.4 Members of the Lands' Committee must be appointed to serve a three-year term, which term may be renewed by Council from time to time.

11.5 Council must ensure that there are always at least three members on the Lands Committee.

11.6 Council must, by Council Resolution, establish terms of reference for the Lands Committee regarding committee composition, eligibility, remuneration of members, and similar matters.

11.7 In addition to carrying out the functions of the Lands Committee under this *Land Code*, the Lands Committee may advise Council and the Lands office on the following:

(a) Land related matters, including the granting of Interests and Licenses;

(b) Land use plans;

(c) Land related policies and Land Laws; and

(d) recommendations from Members and others regarding Lands and environment concerns and priorities.

11.8 Council may, by Council Resolution, delegate Land related authorities, other than enacting Land Laws, to the Lands Committee, including authority related to particular Lands projects, developments, or activities.

11.9 Council may terminate the appointment of any member of the Lands Committee who fails to:

(a) attend three consecutive meetings of the Lands Committee without the approval of the chair of the Lands Committee;

(b) undertake their duties as a member of the Lands Committee under this *Land Code*; or

(c) comply with the terms of reference or any code of conduct for the Lands Committee.

PART V
ISKUT LEGISLATION

12. Law-Making Powers

12.1 Upon the coming into force of this *Land* Code, Council will have the power to make laws, in accordance with this *Land Code*, respecting the development, conservation, protection, management, use and possession of Lands and Interests and Licenses in relation to that Land, including laws on any matter necessary or ancillary to the making of laws in relation to Lands.

12.2 For greater certainty, Council may make laws including:

(a) archaeological assessment and protection of archaeological and cultural resources;

(b) authorization and regulation of subdivisions;

(c) conduct of surveys;

(d) community standards (including noise, fires, unsightly premises, etc.)

(e) construction, installation, maintenance, regulation and management of any utilities, including roads, water courses, water diversions, storm, drains, bridges, ditches, dykes and other local and public works;

(f) construction and maintenance of landscaping, boundaries, screenings, boundary and internal fences;

(g) creation of management and administrative bodies or agencies;

(h) creation, regulation and prohibition of Interests and Licenses;

(i) creation of ticketing processes or similar enforcement mechanisms or to incorporate such processes or enforcement mechanisms from provincial or local government sources;

(j) economic development;

(k) business licensing;

(l) enforcement of the Laws of Iskut;

(m) environmental assessment and protection;

(n) Expropriation of Interests and Licenses;

(o) forms, procedures, application fees and related matters;

(p) hunting, fishing, management and protection of fish, wildlife and their

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habitat on the Lands;

(q) mortgages, secured interests and priorities relating to Interests;

(r) provision of local services and the imposition of user charges, including development cost charges or other similar charges;

(s) provision of services for the resolution, outside the courts, of disputes;

(t) public and private nuisance;

(u) purchase, acquisition or sale of lands in accordance with the Indian Act and this Land Code;

(v) regulation, control, authorization and prohibition of residency, access and the occupation and development of lands;

(w) removal of, and enforcement and prosecution against persons trespassing upon the Lands or frequenting the Lands or areas of the Lands for prohibited purposes;

(x) setting aside, protection and regulation of heritage sites, cultural sites, traditional sites, and spiritual sites and wildlife refuges;

(y) setting aside, protection and regulation of parks, parklands, trails and recreational lands;

(z) registration of Interests and Licenses, including priority of registration;

(aa) regulation of development, building and construction, including the application of building codes, engineering standards and other standards;

(bb) regulation of roads, intersections, traffic and transportation, including safety and insurance requirements;

(cc) regulation of sanitary conditions and the provision of sanitary services in private premises and public places;

(dd) setting of fees, rents, royalties and charges for Interests and Licenses in the Lands;

(ee) setting aside of lands for Community Purposes or works;

(ff) use and storage of firearms, fireworks, weapons and hazardous materials or substances on the Lands;

(gg) zoning, land use planning and development, including requirements for contributions to the community;

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(hh) regulation of land, air, water, or other resource that are underground and/or subsurface; and

(ii) any related matter as deemed necessary by the Council.

12.3 Council has all of the law-making powers set out in the *Framework Agreement* and may enact Land Laws in accordance with those powers and this *Land Code*.

12.4 Council may, in accordance with this *Land Code*, enact Land Laws respecting development cost charges and enforcement of Land Laws.

12.5 In addition to Land Laws, Council may, by Resolution, enact or approve Subordinate Legislation under this *Land Code*, subject to any further requirements under a relevant Land Law.

13. Law-Making Procedure

13.1 The law-making procedure under this *Land Code* applies whenever a new Land Law is proposed or an existing Land Law is to be repealed or amended.

13.2 The law-making procedure under this *Land Code* applies to regulations unless a Land Law sets out a different procedure for making regulations under that Land Law.

13.3 The Lands office must obtain direction from Council before developing a draft Land Law.

13.4 The development of a Land Law may be proposed at a duly convened meeting of Council by:

(a) The Chief;

(b) A Councillor; or

(c) A representative of the Lands Committee.

13.5 Any Member or employee of Iskut may propose a law to be enacted under this Land Code to the Lands Committee for consideration.

13.6 If a Land Law is proposed pursuant to Section 13.5, the Lands Committee will review and summarize the proposal and either:

(a) propose that law to Council in accordance with Section 13.4; or

(b) request further information from the Member or employee as applicable.

13.7 Any Member or employee of Iskut proposing a Land Law must submit a written explanation of the rationale for the proposed law, including, at a minimum:

(a) the existing issue or concern that the proposed Land Law is intended to

address; and

(b) the potential benefits of the proposed Land Law to Iskut.

13.8 Upon receipt of a proposed Land Law pursuant to Section 13.5, Council may:

(a) table the Land Law proposal for further review by Council;

(b) request further information from the Member or employee of Iskut who proposed the Land Law; or

(c) decline the Land Law proposal and provide written reasons for their decision.

13.9 Except where Council has decided to enact an emergency Land Law in accordance with this *Land Code*, the Lands office:

(a) must consult with the Lands Committee regarding a draft Land Law and consider any advice provided by the Lands Committee;

(b) must Publish a draft Land Law so that it is available for Member viewing until such time as a final decision is made in respect of that Land Law;

(c) must convene, in accordance with the requirements of this *Land Code,* one or more Lands Meetings to consider the draft Land Law;

(d) may provide to Members any other information related to a draft Land Law that the Lands office considers appropriate; and

(e) may adjust, as the Lands office considers appropriate, a draft Land Law that has been Published.

13.10 After the Lands office has finalized the development of a draft Land Law, the Lands office must present the draft Land Law to Council for consideration, and must include a summary of any input received from Members and the Lands Committee.

13.11 After Council has received a draft Land Law from the Lands office, Council may:

(a) decide whether or not to enact the draft Land Law as presented by the Lands office;

(b) enact the draft Land Law after making minor amendments to the draft Land Law, such as changes to the title or headings, typographical or grammatical errors, and minor changes to align the draft Land Law with other laws of Iskut;

(c) request that the Lands office undertake further work on the draft Land Law for reconsideration by Council; or

(d) decide for any other reason that the draft Land Law should be reconsidered by Council at a later date.

13.12 Where Council requests that the Lands office undertake further work on a draft Land Law, the Lands office must:

(a) take the same steps to obtain input from Members and the Lands Committee as were followed for the first draft of the Land Law, in accordance with this *Land Code*; and

(b) Once input from Members and the Lands Committee has been received and considered, present a revised draft Land Law to Council for reconsideration.

13.13 Land Laws must be signed by a quorum of Council.

13.14 Land Laws come into force on the date of enactment or a later date as specified in the Land Law.

13.15 In the case of an expropriation Land Law, a Vote is required to authorize Council to enact that Land Law, in addition to the other law-making procedures set out in this *Land Code*.

14. Emergency Land Laws

14.1 If Council is of the opinion that an emergency Land Law is required in order to protect public health, safety, Lands, or Members, Council may immediately enact that law as an emergency Land Law without completing the law-making procedures set out in this *Land Code.*

14.2 An emergency Land Law will expire one hundred and twenty calendar days after enactment, unless Council remains of the opinion that the matter is urgent and renews that emergency Land Law before it expires for a maximum of an additional one hundred and twenty calendar days from the date of renewal.

14.3 An emergency Land Law, including any amendments and renewals, must be Published in the same manner as other Land Laws enacted under this *Land Code.*

15. Notice and Publication of Land Laws

15.1 Iskut must Publish, and register in the First Nations Land Register, the following:

(a) all Land Laws, as amended from time to time, which are currently in force; and

(b) previous versions of Land Laws, whether those laws have been repealed or amended.

15.2 If Council intends to enact a Land Law related to family homes and matrimonial interests, Council must provide to the Attorney General of the Province notice of Council's intention, as well as a copy of that Land Law once it has been enacted.

PART VI

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LANDS MEETINGS AND VOTES

16. Lands Meetings and Votes

16.1 The Lands office must hold a Lands Meeting:

(a) Prior to Council enacting a law respecting:

(i) a community plan or subdivision;

(ii) Member Only Interests;

(iii) matrimonial real property on Land;

(iv) the transfer and assignments of rights or Interests in Land;

(v) the rate and criteria for the payment of fees or rent for Land;

(vi) expropriation; and

(vii) environmental assessment and protection;

(b) whenever the Lands office is required, under this *Land Code*, to seek Member input on a proposed Land Law or other Land related matters; and

(c) for any matter that requires a Vote under subsection 16.2; and

(d) respecting any other matter, Law, or class of Law that Council, by Resolution, declares to be subject to this subsection.

16.2 A Vote is required to determine whether a majority of participating Eligible Voters:

(a) approve the adoption of a land use plan;

(b) approve any major amendment to a land use plan;

(c) approve a voluntary exchange of Lands;

(d) approve, in accordance with this *Land Code,* any substantive amendments to this *Land Code*;

(e) approve a Law that includes provisions setting a period of greater than 10 years as the term of any Interest or Licence that may be granted to non-Members;

(f) authorize Council to grant or extend an Interest of Licence, other than Member Only Interests, in Land for a term of greater than 10 years, except for in accordance with a Law that has already received approval under subsection (f) above; and

(g) approve of enacting a draft Land Law or deciding on any other Lands matter

that the Council, by Council Resolution, declares to be subject to this section.

16.3 Notwithstanding section 16.2, a Vote is not required for the grant, transfer, renewal or extension by Council of easements, rights of way, permits or Licences in Lands for any type of utilities, including telecommunications, water, electricity, natural gas and sewer.

16.4 For the purposes of a Vote, the total term of an Interest or Licence includes any grant, transfer, assignment, renewal or extension, to:

(a) a successor corporation or business;

(b) a person who is a director, operator, or shareholder of the original Interest or Licence holder;

(c) an immediate relative of the original Interest or Licence holder, including a person's parent, sister, brother, child, stepchild, or Spouse; or

(d) a similar closely related person or entity.

16.5 For the purposes of a Lands Meeting or Vote, the Lands office must maintain an up-to-date list of Members and Eligible Voters, including their addresses or other contact information.

16.6 The Lands office must provide Members notice of a Lands Meeting, and must provide Eligible Voters with notice of a Vote, by:

(a) Publishing the notice in the Iskut band office and online; and

(b) contacting the Member or Eligible Voter by mail or alternatively contacting them by email if authorized to do so.

16.7 The Lands office must provide notice of a Lands Meeting or Vote at least fourteen calendar days in advance of the Lands Meeting or Vote.

16.8 Notice of a Lands Meeting or Vote must be provided at least sixty (60) days in advance of the Vote and must:

(a) set out the purpose, date, time, and location of the Lands Meeting or Vote;

(b) indicate whether a minimum participation or approval threshold has been set for a Vote;

(c) include as applicable, a statement that every Member is entitled to participate in a Lands Meeting, or that every Eligible Voter is entitled to participate in a Vote;

(d) indicate whether participation in a Lands Meeting or Vote by non-Members is allowed; and

(e) set out the methods of participation, including by telephone, online, in-person, mail-in ballot, or any combination of these methods.

16.9 Notwithstanding Section 16.8, in the case of emergency or special circumstances where a delay in consideration of the matter is not in the best interests of Iskut, Council may call a meeting with less than fourteen (14) day notice provided:

(a) a notice has been posted; and

(b) direct phone calls are made to all Elders for whom Iskut administration has phone numbers.

16.10 Council shall make reasonable efforts ensure that all Eligible Voters are able to make an informed decision on all matters requiring a Vote. Council may:

(a) Schedule more than one meeting of the Members as determined to be necessary to ensure that Members are well informed before making a decision;

(b) Provide information through online channels such as the Iskut website or social media;

(c) Deliver print materials door-to-door or through the mail; and

(d) Use any other method it deems appropriate to communicate with members.

16.11 A person must not in any way interfere with a Vote, where interference includes:

(a) providing any inducement or reward for a person to vote or refrain from voting, or for a person to vote or refrain from voting at a Lands meeting; and

(b) preventing a person from voting, including by any form of threat, intimidation, or bribe.

16.12 Any person who interferes with a Vote under this section is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

PART VII
PROTECTION OF LAND

17. Expropriation

17.1 Iskut may only expropriate an Interest or Licence if:

(a) An expropriation Land Law has been enacted in accordance with this *Land Code*; and

(b) All requirements regarding expropriation under the *Framework Agreement* and the expropriation Land Law have been met.

18. Voluntary Exchange of Lands

18.1 Lands may only be exchanged for new lands, and those new lands will become Lands subject to this *Land Code*.

18.2 Any exchange of Lands is subject to the following requirements:

(a) the area of the new land and its value must be equal to or greater than the land which will cease to be Lands;

(b) a Vote must be held in which:

(i) at least 30% of Eligible Voters participate; and

(ii) a three-quarter majority of participating Eligible Voters approve the exchange of Lands; and

(c) prior to the Vote, the Eligible Voters must be informed of the total compensation, including monetary or other compensation, as well as the area, value, and environmental condition of the new land.

PART VIII
CONFLICTS OF INTEREST

19. Conflict of Interest

19.1 A person to whom the conflict-of-interest rules apply:

(a) Has a conflict of interest when the person is being asked to deliberate or decide on a matter where there is opportunity to further their Private Interest or the Private interest of their Immediate Family member;

(b) Has an apparent conflict of interest if there is a reasonable perception, which a reasonably well-informed person could properly have, that the person's ability to deliberate or decide on the matter may be affected by their Private Interest or the Private Interest of their Immediate Family member.

20. Conflict of Interest Obligations

20.1 The conflict-of-interest provisions of this *Land Code* apply to the following persons in respect of matters related to Lands:

(a) Council;

(b) employees or contractors of Iskut;

(c) members of a board, committee or other body established by Iskut;

(d) any person appointed in a dispute resolution process involving Iskut; and

(e) any other person when dealing with a matter related to Lands.

20.2 A person who has a conflict of interest related to Lands must:

(a) disclose that conflict of interest to Council, and to the person or body which is considering or voting on the matter related to Lands; and

(b) not take part in any further consideration of that matter, nor vote on that matter.

20.3 If a board, committee or other body is unable to act in respect of a matter related to Lands due to a conflict of interest, the matter must be referred to Council.

20.4 If Council is unable to vote on a matter related to Lands, or a proposed Land Law, due to a conflict of interest, the members of Council not subject to the conflict of interest shall select one or more respected Elders or Knowledge Keepers, as necessary to establish quorum, to sit with them to consider the matter, Law or Resolution. For greater certainty, any Elder or Knowledge Keeper selected shall have the same rights and obligations as any other member of Council with respect to consideration of the matter, Law, or Resolution, including conflict of interest obligations.

20.5 A question regarding a potential conflict of interest may be referred to dispute resolution under a Land Law with the agreement of the person who is alleged to have the conflict of interest.

20.6 Council may establish additional conflict of interest rules in financial administration law or other Land Law.

21. Accountability for Conflicts of Interest

21.1 A person fails to meet the conflict-of-interest obligations under this *Land Code*

where that person:

(a) fails to declare a conflict of interest;

(b) provides incomplete or misleading information regarding a conflict of interest;

(c) improperly participates in a decision in which they have a conflict of interest; and

(d) fails to comply with conflict-of-interest rules established by Council applicable to signing cheques or financial transfers.

21.2 If a person fails to meet the conflict-of-interest obligations under this *Land Code*, Iskut or a Voter may apply to a court for any of the following:

(a) an order that the person pay to Iskut an amount equal to the total funds received as a result of the conflict of interest;

(b) award of damages;

(c) an order that the person no longer holds any office, employment, or other position with Iskut for such period of time as the court considers appropriate; and

(d) any other remedy the court considers appropriate; and

(e) any combination of the above.

21.3 If a person fails to meet the conflict-of-interest obligations under this *Land Code*, Council may, by majority vote, decide that the person is subject to any of the following:

(a) termination as an employee or contractor;

(b) removal from any board, committee, or other body established by Iskut;

(c) removal from any dispute resolution process involving Iskut; and

(d) disqualification from holding office, employment, or any other position with Iskut for any time period that Council deems appropriate,

and Council may impose any of these measures, whether or not a court in any proceeding has determined that the person has failed to meet the conflict-of-interest obligations under this *Land Code*.

PART IX
FINANCIAL MANAGEMENT

22. Financial Management

22.1 This Part applies only to financial matters in relation to Lands that are administered under this *Land Code*.

22.2 This Part does not apply to the extent it is inconsistent with a Iskut financial administration law enacted by Iskut under the *First Nations Fiscal Management Act.*

22.3 The fiscal year of Iskut ends at midnight on March 31st of each year, unless a different date is specified under Iskut law.

22.4 Council must establish one or more accounts dedicated only to Lands at an accredited bank or financial institution.

22.5 Council, or any person authorized by Council, must deposit in the accounts dedicated only to Lands all Land revenues, other than taxes received by Iskut, including:

(a) capital and revenue monies, and any other transfer payments received from Canada;

(b) money received by Iskut from Interests or Licences; and

(c) fees, fines, charges, and other monies collected by Iskut in respect of Lands, including under any Land Laws.

22.6 Council must, by Council Resolution, appoint at least three signing officers with authority to issue cheques or approve the transfers of Iskut funds.

22.7 No cheque is valid unless it is signed by at least two appointed signing officers.

22.8 No other transfer of Iskut funds is valid unless it is approved in writing by at least two signing officers.

22.9 A signing officer must not, in relation to Iskut funds, issue cheques, or carry out other transfers to themselves or to any entity in which they have an ownership interest or are a director.

22.10 A person ceases to be a signing officer if the person ceases to be on Council, ceases employment with Iskut, or their appointment as a signing officer is terminated.

22.11 Council may establish limits on the authority of signing officers including:

(a) the maximum dollar amount of signing authority; and

(b) conflict of interest rules applicable to signing cheques or transfers of funds.

22.12 Council must, by Council Resolution:

(a) establish security screening and training processes for signing officers; and

(b) periodically review and revise security screening and training processes.

22.13 Council will adopt an annual Lands budget for each fiscal year as it relates to all revenues and expenditures relating to Lands.

22.14 Council will attempt to adopt the annual Lands budget prior to the start of each fiscal year or as early as possible within that fiscal year.

22.15 Until Council adopts the annual Lands budget, the Lands budget for the previous fiscal year, including any supplementary Lands budgets, will continue to apply.

22.16 During a fiscal year, Council may adopt one or more supplementary Lands budgets for that fiscal year.

22.17 After adopting an annual Lands budget or a supplementary Lands budget, Council must Publish the budget or direct the Lands office to Publish the budget.

22.18 No person or body shall spend moneys, or make financial commitments, related to Lands unless the spending is authorized under a Lands budget.

22.19 Any person or body who spends moneys, or makes financial commitments,

related to Lands that are not authorized under a Lands budget is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

22.20 Iskut must keep financial records in relation to Lands in accordance with generally accepted accounting principles.

22.21 Iskut must prepare and publish annual audited financial statements in relation to Lands within one hundred and twenty days of the end of the fiscal year.

22.22 Annual audited financial statements in relation to Lands may be included in consolidated audited financial statements of Iskut, provided that Members can obtain information regarding Lands expenditures and revenues in those consolidated statements.

22.23 Council must, by Council Resolution, appoint a duly accredited auditor for the purpose of:

(a) preparing the annual audited financial statements under this *Land Code*; and

(b) preparing any other audit that may be required by Iskut.

22.24 Council must ensure that the remuneration paid to an auditor in relation to this *Land Code* is disclosed within the Council Resolution appointing the auditor, as well as in the annual audited financial statements.

22.25 The auditor may, at all reasonable times, inspect any Iskut financial records, including those relating to Lands.

22.26 The auditor may apply to a court for an order to produce other financial records in order to carry out the auditor's duties under this *Land Code*.

22.27 Any person who:

(c) impedes or obstructs an auditor from exercising a right to inspect Iskut financial records; or

(d) fails to give reasonable assistance to an auditor exercising a right to inspect Iskut financial records,

is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

23. Annual Report

23.1 The Lands office must prepare and publish an annual report on Lands governance within one hundred and twenty days of the end of each fiscal year.

23.2 The annual report must include:

(e) Summary of Lands governance activities;

(f) a copy and explanation of the annual audited financial statements prepared in accordance with the financial management Law as it applies to Lands; and

(g) any other matters, as may be directed by Council.

24. Access to Information

24.1 Any person may, during normal business hours at Iskut's main administrative office, have reasonable access to:

(a) the register of Laws;

(b) any reports of the auditor prepared in accordance with the financial management Law; and

(c) the annual reports of Lands.

24.2 Any Member may, upon payment of reasonable copying expenses, obtain a copy of any auditor's report, annual report or Law.

24.3 Any person authorized by Council may inspect Iskut's financial records related to Lands.

PART X
INTERESTS AND LICENCES IN LAND

25. Registration of Interests and Licences

25.1 Any grant, disposition, transfer, renewal, or assignment of an Interest or Licence after this *Land Code* comes into force is void if:

(a) it is not registered in the First Nation Lands Register;

(b) it is registered in contravention of this *Land Code*; or

(c) It is otherwise in contravention of this *Land Code*.

25.2 No person shall register in the First Nation Lands Register any grant, disposition, transfer, renewal, or assignment of an Interest or Licence unless:

(a) it is accompanied by any approval, by Council or by Vote, which may be required under this *Land Code*;

(b) all registration requirements under federal regulations for the First Nation Lands Register are met; and

(c) any applicable fees are paid and all registration requirements under any

Land Law are met.

26. Existing Interests

26.1 Any Interest or Licence that existed when this *Land Code* comes into force must continue in force in accordance with its terms and conditions.

26.2 Iskut is not liable for any decrease in value of, or any impact on the use of, an Interest or Licence arising from any exercise of authority under this *Land Code* and Land Laws.

26.3 This *Land Code* and Land Laws apply to all Interests or Licences, whether granted, disposed of, transferred, renewed, or assigned before or after this *Land Code* comes into force.

26.4 Council may establish a policy regarding the identification and governance of unregistered and traditional land holdings and may consider any advice provided by the Lands Committee or Lands office regarding that policy.

27. Member Only Interests

27.1 Council may establish Land Laws, policies, and procedures respecting Member Only Interests, including:

(a) acquisition of Member Only Interests by Iskut; and

(b) acquisition of Member Only Interests by other Members.

27.2 Non-Members, other than Iskut, cannot acquire Member Only Interests.

27.3 Council may consider any advice provided by the Lands Committee and Lands office regarding proposed Land Law, policies, and procedures respecting Member Only Interests.

27.4 Members may, with the consent of Council, grant, dispose of, transfer, renew or assign:

(a) Member Only Interests to another Member; or

(b) Interests, other than Member Only Interests, to any person or entity.

27.5 A non-Member may, with consent of Council:

(a) grant, dispose of, transfer, renew, or assign an Interest, except for Member Only Interests;

(b) grant, dispose of, transfer, renew, or assign a Licence; and

(c) in the case of a lease, grant a sub-lease, easement, permit or Licence, provided that the grant is permitted by the terms of the lease and the term of

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the grant does not exceed the duration of the lease.

27.6 Council may, in its sole discretion, waive the requirement of consent of Council for any grant, disposition, transfer, renewal, or assignment of an Interest or Licence, including those related to a will, intestacy, or a court order.

27.7 Council may, by Council Resolution, delegate to the Lands Committee or Lands office, Council's authority to consent to a grant, disposition, transfer, renewal, or assignment of Interests and Licences.

28. Natural Resources

28.1 All Natural Resources in Lands belong to Iskut.

28.2 In accordance with this *Land Code* and any Land Laws, Council may, in respect of Natural Resources:

(a) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Community Lands; and

(b) grant, dispose of, transfer, renew, or assign Licences to take Natural Resources in Member Lands within consent of the relevant Member at their discretion.

28.3 No person may remove, or permit anyone to remove from Lands, without written consent of Council or in accordance with a relevant Land Law:

(a) minerals, stone, sand, gravel, clay, or soil;

(b) trees, saplings, shrubs, underbrush, timber, cordwood or hay;

(c) water; or

(d) similar type materials.

28.4 Despite subsection 28.3, on Community Lands, for non-commercial purposes, Members may engage in:

(a) reasonable extraction of renewable Natural Resources such as berries, medicines, small plants and spring water; and

(b) fishing.

28.5 Despite subsection 28.3, Members may on their Member Only Interests, for non-commercial purposes:

(a) engage in reasonable extraction of renewable Natural Resources such as berries, medicines, small plants and spring water; and

(b) cut and remove trees under 15 feet tall, saplings, shrubs, underbrush, grass, and similar materials.

29. Limits on Mortgages and Seizure

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29.1 As provided in the *Framework Agreement,* the restrictions on seizure of reserve lands continue to apply on Community Lands and Member Lands.

29.2 A Member Only Interest may only be subject to a mortgage or charge in favour of Iskut or another Member.

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

29.4 A leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council.

30. Limits on Interests and Licenses

30.1 An individual who ceases to be a Member shall within six months of ceasing to be a Member transfer any Member Only Interest they hold to Iskut or another Member.

30.2 Where an individual ceases to be a Member and fails to transfer their Member Only Interest within six months, the Member Only Interest shall automatically be cancelled, and the subject Land shall automatically become Community Lands.

30.3 The maximum term of any Interest, or any extension of any Interest, other than a Member Only Interest, granted by Council shall not exceed 10 years unless the granting of the Interest or the extension of the Interest:

(a) has received community approval through a Vote held in accordance with this *Land Code*; or

(b) has been done in accordance with a Land Law that has received community approval through a Vote held in accordance with this *Land Code*.

30.4 Subsection 30.3 does not apply to:

(a) the grant of a Member Only Interest; and

(b) an easement or right-of-way for a Community Purpose, wherein the term is specified to be “so long as required” for the purpose for which the easement or right-of-way is granted.

30.5 Council may by Resolution, upon receiving compelling evidence or subject to an applicable ruling by a court of competent jurisdiction, confirm, cancel, discharge, amend or correct any Interest issued in error, by fraudulent means, or that has expired.

31. A-to-A Leasing

31.1 Members may lease Lands to themselves.

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31.2 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:

(a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;

(b) the mortgage or charge received approval, if required under a Land Law;

(c) the mortgage or charge was registered in the First Nation Lands Register; and

(d) Council received written notice of the default, subsequently had one hundred and twenty calendar days to redeem the mortgage or charge, and has not redeemed the mortgage or charge within that time.

31.3 If Council redeems a mortgage or charge with respect to a leasehold Interest within the prescribed time, Iskut becomes the lessee of the land and takes the position of the mortgagor or charge holder for all purposes after the date of redemption.

31.4 Council may waive its one hundred and twenty calendar day right of redemption for any mortgage or charge of a leasehold Interest.

31.5 If Council fails to exercise its right of redemption with respect to a leasehold Interest within the prescribed time, then the mortgagee or chargee may seize the leasehold Interest and subsequently transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.

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

(a) the mortgage or charge is obtained within sixty calendar days of the transfer or assignment of the leasehold Interest;

(b) the mortgagee or the chargee in respect of the mortgage qualifies as an “approved lender” for Canada Mortgage and Housing Corporation insured mortgages;

(c) the mortgage must be for the purpose of purchasing the leasehold Interest, or construction or repair on the leasehold Interest; and

(d) the principal amount secured by the mortgage does not exceed the total value of the leasehold Interest or the construction or repair costs, as the case may be.

32. Registration of Mortgages and Charges

32.1 A mortgage or charge made after this *Land Code* comes into force is void if:

(a) it is not registered in the First Nation Lands Register;

(b) it is registered in contravention of this *Land Code*; or

(c) it is otherwise in contravention of this *Land Code.*

32.2 No person shall register in the First Nation Lands Register any mortgage or charge unless it is accompanied by an approval for that mortgage or charge, if required under this *Land Code* or a Land Law.

33. Wills and Estates

33.1 The following persons are entitled to have their Interest registered in the First Nations Lands Register, provided that they are entitled to hold that Interest under this *Land Code,* Land Laws, or a court order:

(a) a member who receives an Interest under a will or estate;

(b) a non-Member or Member who receives a leasehold Interest under a will or estate; and

(c) a person who holds an Interest on behalf of a minor or a mentally incompetent person.

33.2 A Land Law may establish required procedures and documents to register an Interest arising from wills and estates.

PART XI
RESIDENCY AND ACCESS

34. Residency and Access Rights

34.1 Subject to any Land Laws, a member, their spouse and children, as well as the Member's invitees, have a right to reside on Lands for which that Member has a Member Only Interest.

34.2 Subject to any Land Laws, Members and Non-Members have a right to reside on Lands set out in an Interest or Licence, in accordance with the terms of that Interest or Licence.

34.3 Land is not open to access by any person, except to the extent provided for in this *Land Code* and any Land Law.

34.4 Subject to any Land Laws, the following persons have a right of access on the following Lands:

(a) a member, their spouse and children, as well as the Member's invitees, on Community Lands, on the Lands for which that Member has a Member Only Interest, and on the Lands for which that Member has a right to reside;

(b) Interest holders or Licence holders and their invitees, on Lands set out in that Interest or Licence and on other Lands to the extent necessary to access those Lands set out in the Interest or Licence, all in accordance with the terms of that Interest or Licence;

(c) peace officers, and officials responding to natural disasters, emergencies, or urgent health and safety matters on Lands, or acting under federal, provincial or Iskut law on Lands; and

(d) any person has a right to access Community Lands and roads for social or business purposes, provided that they do not interfere with any Interest, Licence, or any other occupation of Lands, and that Council has not passed a resolution prohibiting access.

34.5 Notwithstanding any other provision of this *Land Code*, Council:

(a) may, by Council Resolution, impose temporary closures or access restrictions on any Lands in order to protect those Lands, or to protect health, safety, environment, or cultural assets; and

(b) must Publish a notice of that closure or those restrictions.

35. No Liability

35.1 Iskut is not liable for injuries or damages suffered by a person exercising a right of residency, occupation, or access to the portion of Land that is subject to the person's Interest or Licence.

36. Trespass and Offences

36.1 Any person who, enters onto or stays on Lands:

(a) without a right to reside on those Lands;

(b) without a right of access to those Lands;

(c) in violation of a Land Law; or

(d) in violation of a temporary closure or restriction on access on those Lands

is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code* or any applicable Land Law.

36.2 Where a person is found guilty of an offence under this *Land Code* or any applicable Land Law relating to a right to reside on Lands, a right of access to Lands, or a violation of a temporary closure or restriction on access, a court may,

in addition to any other penalty:

(a) order that person to leave or vacate any Lands; and

(b) order that person not to enter or stay on any Lands.

36.3 All civil remedies for trespass are preserved.

36.4 A Land Law may establish limitations on Iskut liability in respect of Lands and limitation periods for actions against Iskut.

36.5 A right to reside or a right of access to Lands does not create any financial obligation on the part of Iskut.

PART XII
DISPUTE RESOLUTION

37. Disputes

37.1 Council must establish processes, or enact Land Laws, for the resolution of disputes in respect of any matter related to Land.

PART XIII
OTHER MATTERS

38. Enforcement

38.1 Any person who commits an offence under this *Land Code* is liable on summary conviction to:

(a) fines, to a maximum of five thousand dollars or any higher amount set out in part XXVII of the *Criminal Code of Canada*;

(b) imprisonment of up to two years less a day;

(c) restitution;

(d) community service;

(e) means for achieving compliance through traditional, cultural or community healing justice measures;

(f) any other means for achieving compliance; or

(g) any combination of the above.

38.2 An officer, director, employee, or agent of an organization, corporation or other entity which commits an offence under this *Land Code* may be convicted of that same offence, whether or not the organization, corporation or other entity is convicted of the offence.

39. Liability

39.1 Council must obtain and maintain the insurance coverage that Council considers appropriate to protect Iskut officers and employees from and against personal liability arising from the performance of their duties under this *Land Code*.

40. Amendments to Land Code

40.1 Council may, by Council Resolution, make amendments to this *Land Code* that do not change the substance of this *Land Code*, including:

(a) changes in this *Land Code* required to address inconsistencies with the *Framework Agreement*;

(b) minor improvements necessary to clarify the drafting of provisions of this *Land Code*; and

(c) corrections, grammatical, and typographical errors.

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

41. Commencement

41.1 This *Land Code* has been approved by a Vote held on the __day of _____, 2026.

41.2 This *Land Code* comes into force on the first day of the month following certification of this *Land Code* by the Verifier.

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