ANNEX 1

Animbiigoo Zaagi'igan Anishinaabek Land Code

Dated March 5, 2021

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ANIMBIIGOO ZAAGI'IGAN ANISHINAABEK LAND CODE

Preamble

Whereas the people of Animbiigoo Zaagi'igan Anishinaabek have a profound relationship with their territory, including the Land, that is rooted in respect for the spiritual value of the Earth and the gifts of the Creator and have a deep desire to preserve this relationship;

And Whereas thirteen First Nations and Canada concluded a government-to-government *Framework Agreement on First Nation Land Management* on February 12, 1996;

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

And Whereas Canada ratified its commitment to the *Framework Agreement on First Nation Land Management* with the enactment of the *First Nations Land Management Act*, S.C. 1999, c.24;

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

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

And Whereas Animbiigoo Zaagi'igan Anishinaabek became a signatory to the *Framework Agreement on First Nation Land Management* on April 20, 2017, as Animbiigoo Zaagi'igan Anishinaabek wishes to govern its reserve land and resources under the *Animbiigoo Zaagi'igan Anishinaabek Land Code*, rather than having its reserve land and resources managed on its behalf under the *Indian Act*;

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

And Whereas the *Framework Agreement on First Nation Land Management* is ratified by Animbiigoo Zaagi'igan Anishinaabek through community approval of the *Animbiigoo Zaagi'igan Anishinaabek Land Code*;

NOW THEREFORE, THIS *LAND CODE* IS HEREBY ENACTED AS THE FUNDAMENTAL LAND LAW OF ANIMBIIGOO ZAAGI'IGAN ANISHINAABEK.

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PART 1
PRELIMINARY MATTERS

1. Definitions

Clarification

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

Definitions

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

"Animbiigoo Zaagi'igan Anishinaabek" means Animbiigoo Zaagi'igan Anishinaabek and its Members;

"Animbiigoo Zaagi'igan Anishinaabek Land" or "Land" means the real property that is subject to this *Land Code, and as more fully described in Section 5*;

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

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

"Council" means the Chief and Council of the Animbiigoo Zaagi'igan Anishinaabek or any successor elected government of the Animbiigoo Zaagi'igan Anishinaabek;

"Dispute Resolution Panel" or "Panel" means the Dispute Resolution Panel established under Part 8 of this *Land Code*.

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

"Environmentally Sensitive Property" means a location that Council has deemed to have special environmental attributes worthy of retention or special care.

"Extended Family", in respect of a person, means the person's grandparents, uncles, aunts, first degree cousins, grandchildren, and/or any other relation or relationship that Council may add by law;

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

"*Framework Agreement"* means the *Framework Agreement on First Nation Land Management,* entered into between Canada and the signatory First Nations on February 12, 1996, and amended to include Animbiigoo Zaagi'igan Anishinaabek on April 20, 2017;

"Heritage Site" means a location that Council has deemed to be of cultural, social, or historical importance to Animbiigoo Zaagi'igan Anishinaabek nd that ought to be preserved due to its cultural heritage value.

"Immediate Relatives", in respect of a person, means the person's parents, siblings, Children, and Spouse;

"Individual Agreement" means the Individual Agreement providing for the specifics of the transfer of administration made between Animbiigoo Zaagi'igan Anishinaabek and Canada in accordance with the *Framework Agreement*;

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

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

"Licence" in relation to Animbiigoo Zaagi'igan Anishinaabek Land, means any right of use or occupation of the Land, other than an Interest in the Land;

"Member(s)" means a person, or persons, whose name appears or is entitled to appear on the Animbiigoo Zaagi'igan Anishinaabek band membership list;

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

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2. Interpretation

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Interpretation

2.1 In this *Land Code*:

(a) the *Land Code* shall be interpreted in a fair, large and liberal manner;

(b) the word *"shall"* signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* comes into effect or the event that gives rise to the obligation;

(c) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";

(d) titles and headings have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;

(e) unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;

(f) unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;

(g) all references to a time period of days means consecutive days and not business days;

(h) where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a First Nation, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;

(i) where the time limited for the doing of an act in the Animbiigoo Zaagi'igan Anishinaabek administration building falls on a day when the office is not open, the act may be done on the next day that the office is open;

(j) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and

(k) the principles set out in the Preamble to this *Land Code* may be used to interpret this *Land Code*.

Culture and traditions

2.2 The structures, organizations and procedures established by or under this *Land Code* shall be interpreted in accordance with the culture, traditions and customs of Animbiigoo Zaagi'igan Anishinaabek.

Language

2.3 The language of Animbiigoo Zaagi'igan Anishinaabek may be used to clarify the meaning of any provision in this *Land Code*.

Consistency with *Framework Agreement*

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

Paramountcy

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

Rights not affected

2.6 This *Land Code* does not change:

(a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to Animbiigoo Zaagi'igan Anishinaabek or its Members; or

(b) the fiduciary relationship between Canada and Animbiigoo Zaagi'igan Anishinaabek and its Members; or

(c) the by-law powers of Council pursuant to the *Indian Act*.

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Lands and Interests affected

2.7 A reference to Land in this *Land Code* includes all the Interests and rights, as well as the resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:

(a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that Land;

(b) all the Interests and Licences granted by Canada listed in the Individual Agreement; and

(c) all the Interests and Licences granted by Animbiigoo Zaagi'igan Anishinaabek after this *Land Code* comes into effect.

Eligible Reserve Land

2.8 Only land that is set apart as reserve for the use and benefit of Animbiigoo Zaagi'igan Anishinaabek is eligible to be governed by Animbiigoo Zaagi'igan Anishinaabek as Land under this *Land Code*.

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3. Authority to Govern

Origin of authority

3.1 The traditional teachings of Animbiigoo Zaagi'igan Anishinaabek speak of the obligation of the people of Animbiigoo Zaagi'igan Anishinaabek to care for and respect the land and the magnificent wonders of nature created on the land. By enacting this *Land Code*, Animbiigoo Zaagi'igan Anishinaabek is reclaiming this special responsibility with respect to the Land.

Flow of authority

3.2 Animbiigoo Zaagi'igan Anishinaabek's inherent right to govern its land and resources, including the Land, flows from the Creator to the people of Animbiigoo Zaagi'igan Anishinaabek, and from the people to Council according to the culture, traditions, customs and laws of Animbiigoo Zaagi'igan Anishinaabek.

4. Purpose

Purpose

4.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to Animbiigoo Zaagi'igan Anishinaabek Land and by which the Animbiigoo Zaagi'igan Anishinaabek will exercise authority over that Land in accordance with the *Framework Agreement*.

5. Description of Animbiigoo Zaagi'igan Anishinaabek Land

Animbiigoo Zaagi'igan Anishinaabek Land

5.1 This *Land Code* applies to the Animbiigo Zaagi'igan Anishinaabek Land described in Appendix "A" of this *Land Code* and any other lands or Interests of the Animbiigoo Zaagi'igan Anishinaabek that are made subject to this *Land Code* by resolution or ministerial order.

Addition to Animbiigoo Zaagi'igan Anishinaabek Land

5.2 In accordance with any request made by Animbiigoo Zaagi'igan Anishinaabek, the Minister may, by order, set apart as a reserve, for the use and benefit of Animbiigoo Zaagi'igan Anishinaabek, any lands the title to which is vested in Canada, and provide in the order that the lands are Animbiigoo Zaagi'igan Anishinaabek Land.

Application of Land Code

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

(a) grant interests or land rights in and licences in relation to the lands, and

(b) enact zoning or other laws within the scope of the *Framework Agreement* in relation to the lands;

that will come into force only if and when the lands become Animbiigoo Zaagi'igan Anishinaabek Land.

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Amendment to the Description of Land

5.4 As of the date of any resolution or ministerial order adding land to Animbiigoo Zaagi'igan Anishinaabek Land, the description of Animbiigoo Zaagi'igan Anishinaabek Land in the *Land Code* will be deemed to be amended to add the description of the Animbiigoo Zaagi'igan Anishinaabek Land set out in the resolution or order.

Additional Lands

5.5 Council shall hold a meeting of Members prior to the amendment of the description of Animbiigoo Zaagi'igan Anishinaabek Land subject to this *Land Code*.



PART 2
FIRST NATION LEGISLATION

6. Law-Making Powers

Council may make Land laws

6.1 Council may, in accordance with this *Land Code*, make Land laws respecting:

(a) the development, conservation, protection, management, use and possession of Animbiigoo Zaagi'igan Anishinaabek Land;

(b) Interests and Licences in relation to Animbiigoo Zaagi'igan Anishinaabek Land; and

(c) any matter necessary or ancillary to the making of Land laws in relation to the Animbiigoo Zaagi'igan Anishinaabek Land.

Examples of Land laws

6.2 For greater certainty, Council may make Land laws including:

(a) regulation, control and prohibition of zoning, Land use, subdivision control and Land development;

(b) the creation, regulation and prohibition of Interests and Licences in relation to Animbiigoo Zaagi'igan Anishinaabek Land;

(c) environmental assessment and protection;

(d) provision of local services in relation to Animbiigoo Zaagi'igan Anishinaabek Land and the imposition of equitable user charges;

(e) enforcement of Land laws; and

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(f) provision of services for the resolution, outside the courts, of disputes in relation to Animbiigoo Zaagi'igan Anishinaabek Land.

Regulatory Instruments

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

7. Law-Making Procedure

Introduction of Land laws

7.1 A proposed Land law may be introduced at a duly convened meeting of Council by:

(a) the Chief;

(b) a Councillor; or

(c) a representative of the Lands Committee, or other body or authority composed of Members, that may be authorized by Council to do so.

Rationalization of Proposed Land law

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

Lands Committee Review

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

Procedure upon receipt of Proposed Land law

7.4 Upon receipt of a proposed Land law, Council may:

(a) table the proposed Land law for further review or for enactment;

(b) request that the proponent provide further information or attend before a future meeting of Council to speak to the proposed Land law;

(c) undertake or direct the preparation of a draft Land law concerning matters raised in the proposed Land law, for consideration by Council; or

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(d) reject the proposed Land law.

Tabling and posting of proposed Land laws

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

(a) table the proposed Land law at a duly convened meeting of Council;

(b) post it in public places and publish it online;

(c) deposit the proposed Land law with the Lands Committee;

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(d) review comments and recommendations, provided by the Lands Committee; and

(e) take any other steps to give notice of the proposed Land law that Council may consider appropriate.

Urgent matters

7.6 Council may enact a Land law without the preliminary steps ordinarily required, if Council is of the opinion that the Land law is needed urgently for public health and safety or to protect Animbiigoo Zaagi'igan Anishinaabek Land or Members, however such a Land law expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

Approval of Land law

7.7 Subject to this *Land Code*, a Land law is enacted if it is approved by a quorum of Council at a duly convened meeting of Council open to Members.

Certification of Land laws

7.8 The original copy of any approved Land law or resolution concerning Animbiigoo Zaagi'igan Anishinaabek Land shall be signed by a quorum of Council at a duly convened meeting.

Land laws taking effect

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

8. Publication of Land Code and Land Laws

Publication

8.1 All Land laws, this *Land Code*, and any enacted amendments to the *Land Code*, shall be published:

(a) in the minutes of the Council meeting at which it was enacted;

(b) by posting a copy of the *Land Code* and Land law, as soon as practicable after enactment, in a location within the administrative office of Animbiigoo Zaagi'igan Anishinaabek accessible to all Members;

(c) by posting a copy of the *Land Code* and Land law online; and

(d) by any additional method as Council may consider appropriate.

Registry of Land laws

8.2 Council shall cause to be kept, at the administrative offices of Animbiigoo Zaagi'igan Anishinaabek, a register containing the *Land Code* and all Land laws and resolutions, including Land Laws and resolutions that have been repealed or are no longer in force.

Copies for any Person

8.3 Any person may obtain a physical copy of the *Land Code*, a Land law or a resolution on payment of a reasonable fee set by Council. Digital copies shall be made available online.

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9. Enforcement of Land Laws

Enforceability of Land laws

9.1 To enforce its *Land Code* and its Land laws, Animbiigoo Zaagi'igan Anishinaabek shall have the power to:

(a) establish offences that are punishable on summary conviction;

(b) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;

(c) establish comprehensive enforcement procedures consistent with federal and provincial law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and

(d) provide for the collection of non-tax debts, fees or charges owed to Animbiigoo Zaagi'igan Anishinaabek using taxation collection remedies made under Animbiigoo Zaagi'igan Anishinaabek taxation laws, if the First Nation has enacted taxation laws or by-laws under another act of Parliament.

Agreement for Recovery of Fines

9.2 Animbiigoo Zaagi'igan Anishinaabek may enter into agreements with other governments or government agencies to collect any fines, debts, fees or other penalties imposed by its *Land Code* or Land laws.

Prosecuting Offences

9.3 For the purpose of prosecuting offences, Animbiigoo Zaagi'igan Anishinaabek may:

(a) retain its own prosecutor;

(b) enter into an agreement with the province to arrange for a provincial prosecutor; and

(c) make laws with respect to the appointment and authority of justices of the peace.



PART 3
COMMUNITY MEETINGS AND APPROVALS

10. Participation of Members

Participation of Members

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

11. Participation of Eligible Voters

Participation of Eligible Voters

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

12. Meeting of Members and Community Approval Procedure

Notice of meeting

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

(a) the date, time and place of the meeting;

(b) a brief description of the matter to be discussed;

(c) a brief description of any matter that requires community approval; and

(d) other information and material that Council considers appropriate.

Manner of notice

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

(a) posting the notice in public places;

(b) providing the notice to Members and taking reasonable steps to locate and inform Members who reside on and off-reserve;

(c) posting the notice online; and

(d) additional methods Council considers appropriate.

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Permission of Council

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

Informed Decision

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

13. Community Meetings of Members

Community Meetings

13.1 Council shall call a meeting of Members prior to:

(a) enacting a Land law respecting a community plan or subdivision plan;

(b) making a decision concerning any development affecting a Heritage Site or an Environmentally Sensitive Property;

(c) enacting a Land law respecting environmental assessment and protection;

(d) enacting a Land law respecting the transfer and assignment of rights and Interests in Animbiigoo Zaagi'igan Anishinaabek Land;

(e) enacting a Land law respecting family homes and matrimonial interests on Animbiigoo Zaagi'igan Anishinaabek Land;

(f) enacting a Land law respecting the rate and criteria for the payment of fees or rent for Animbiigoo Zaagi'igan Anishinaabek Land;

(g) enacting a Land law respecting the rights and procedures on community expropriation; and

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(h) respecting any other matter, Land law or class of law that Council, by resolution, declares to be subject to this section.

No Quorum

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

14. Community Approval

Community approval

14.1 Community approval shall be obtained for the following:

(a) any master Land use plan;

(b) any new grant or disposition of an Interest or Licence in any Animbiigoo Zaagi'igan Anishinaabek Land exceeding a term of thirty five (35) years;

(c) any renewal of a grant or disposition of an Interest or Licence in any Animbiigoo Zaagi'igan Anishinaabek Land that extends the original term beyond thirty five (35) years;

(d) any grant or disposition of any non-renewable natural resources on any Animbiigoo Zaagi'igan Anishinaabek Land exceeding a term of five (5) years;

(e) any deletion of a Heritage Site;

(f) any voluntary exchange of Animbiigoo Zaagi'igan Anishinaabek Land; and

(g) any other matter, Land law or class of law that Council, by resolution, declares to be subject to this section.

Utility Permits Excepted

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

Method of Voting

14.3 Community approval shall be obtained by one or more of the following methods:

(a) establishing polling locations;

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(b) show of hands or by written ballot;

(c) mail-in ballot;

(d) alternative voting methods, such as electronic and telephone voting; or

(e) any other method outlined in Animbiigoo Zaagi'igan Anishinabek's voting policies.

Approval by Majority

14.4 A matter shall be considered approved if a majority of fifty percent plus one (50%+1) of participating Eligible Voters cast a vote in favour of the matter.

Increased threshold

14.5 Despite 14.4, Council may, by resolution prior to a vote, do either or both of the following:

(a) establish a percentage of Eligible Voters who must participate in the vote in order for the result to be binding;

(b) require that a percentage greater than fifty percent plus one (50%+1) of participating Eligible Voters must approve the matter in order to obtain community approval.

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15. Ratification Votes

Community Approval by Ratification vote

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

Exceptions

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

(a) an amendment to the description of Land of this *Land Code;*

(b) revisions to this *Land Code* made pursuant to section 47; and

(c) an amendment to, or renewal of, the Individual Agreement.

Ratification process

15.3 Any ratification vote required under this *Land Code* may be conducted in a similar manner as the *Animbiigoo Zaagi'igan Anishinaabek Community Ratification Process,* which was used to ratify this *Land Code*.

Approval by Majority

15.4 A matter shall be considered approved if a majority of fifty percent plus one (50%+1) of participating Eligible Voters cast a vote in favour of the matter.

Increased threshold

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

(a) establish a percentage of Eligible Voters who must participate in the vote in order for the result to be binding;

(b) require that a percentage greater than fifty percent plus one (50%+1) of participating Eligible Voters must approve the matter in order to obtain community approval.

Policies Consultation, Approval and Ratification

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

(a) meetings of Members;

(b) community consultations;

(c) community approvals;

(d) ratification votes; and

(e) any other matter, that Council, by resolution, declares to be subject to part 3 of this *Land Code*.

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PART 4
PROTECTION OF LAND

16. Expropriation

Acquisition by Mutual Agreement

16.1 Animbiigoo Zaagi'igan Anishinaabek may expropriate an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests that may be expropriated

16.2 An Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land, or in any building or other structure on that Land, may only be expropriated by Animbiigoo Zaagi'igan Anishinaabek in accordance with the *Framework Agreement* and any Land law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

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

Expropriation Land laws

16.4 Before proceeding to make any community expropriations in accordance with this *Land Code* and the *Framework Agreement*, Council shall enact a Land law respecting the rights and procedures for community expropriations, including provisions respecting:

(a) the taking of possession of the Interest or Licence;

(b) transfer of the Interest or Licence;

(c) notice of expropriation and service of the notice of expropriation;

(d) entitlement to compensation;

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(e) determination of the amount of compensation; and

(f) the method of payment of compensation.

Public report

16.5 Before Animbiigoo Zaagi'igan Anishinaabek expropriates an Interest or Licence, it shall make a public report on the reasons justifying the expropriation.

Member notification

16.6 In the case of an expropriation of a Member's Interest in Animbiigoo Zaagi'igan Anishinaabek Land, the affected Member or Members shall receive notification of the expropriation within a reasonable time prior to the release of the public report.

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Compensation for rights and Interests

16.7 Animbiigoo Zaagi'igan Anishinaabek shall, in accordance with its Land laws and the *Framework Agreement*:

(a) serve reasonable notice of the expropriation on each affected holder of the Interest or Licence to be expropriated; and

(b) pay fair and reasonable compensation to the holders of the Interest or Licence being expropriated.

Compensation calculations

16.8 In accordance with clause 17.4 of the *Framework Agreement*, Animbiigoo Zaagi'igan Anishinaabek shall calculate the total value of the compensation under this section based on the heads of the compensation set out in the *Expropriation Act* (Canada).

Market value

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

Neutral evaluation to Resolve Disputes

16.10 The resolution of disputes concerning the right of the Animbiigoo Zaagi'igan Anishinaabek to expropriate shall be determined by neutral evaluation, in the same manner as provided in part IX of the *Framework Agreement*, and the sixty (60) day period referred to in the *Framework*

Agreement shall be applied, as appropriate in the circumstance, by the neutral evaluator.

Arbitration to resolve Disputes

16.11 The resolution of the following disputes shall be determined by arbitration, in the same manner as provided in part IX of the *Framework Agreement*:

(a) disputes concerning the right of a holder of an expropriated Interest or Licence to compensation; and

(b) disputes concerning the amount of the compensation.

17. Voluntary Exchange of Animbiigoo Zaagi'igan Anishinaabek Land

Conditions for a land exchange

17.1 Animbiigoo Zaagi'igan Anishinaabek may agree with another party to exchange a parcel of Animbiigoo Zaagi'igan Anishinaabek Land for a parcel of land from that other party in accordance with this *Land Code* and the *Framework Agreement*.

No effect

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

Land to be received

17.3 No land exchange may occur unless the land to be received in the exchange meets the following conditions:

(a) it shall be equal to or greater than the area of the Animbiigoo Zaagi'igan Anishinaabek Land to be exchanged;

(b) it shall be at least comparable to the appraised value of the Animbiigoo Zaagi'igan Anishinaabek Land to be exchanged; and

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(c) it shall become a reserve and Animbiigoo Zaagi'igan Anishinaabek Land subject to this *Land Code*.

Negotiators

17.4 The person who will have authority to negotiate a land exchange agreement on behalf of Animbiigoo Zaagi'igan Anishinaabek shall be designated by resolution of Council.

Additional land

17.5 Animbiigoo Zaagi'igan Anishinaabek may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by Animbiigoo Zaagi'igan Anishinaabek in fee simple or some other manner.

Federal Consent

17.6 Before Animbiigoo Zaagi'igan Anishinaabek concludes a land exchange agreement, it shall receive a written statement from Canada clearly stating that Canada:

(a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and

(b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

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

(a) a description of the Animbiigoo Zaagi'igan Anishinaabek Land to be exchanged;

(b) a description of the land to be received in the exchange;

(c) a description of any other compensation to be exchanged;

(d) a report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met;

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(e) a copy or summary of the exchange agreement; and

(f) a copy of Canada's consent.

Process of land exchange

17.8 The land exchange agreement shall provide that:

(a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;

(b) Council must pass a resolution authorizing Canada to transfer title to the Animbiigoo Zaagi'igan Anishinaabek Land being exchanged, in accordance with the exchange agreement;

(c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nation Lands Register; and

(d) the land to be set apart as a reserve has been subject to an environmental audit, and clearance or remediation as necessary, or that Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost to Animbiigoo Zaagi'igan Anishinaabek, and with full indemnification to Animbiigoo Zaagi'igan Anishinaabek.

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PART 5
ACCOUNTABILITY

18. Conflict of Interest or Appearance of Conflict of Interest

Application of rules

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

(a) each member of Council who is dealing with any matter before Council that is related to Animbiigoo Zaagi'igan Anishinaabek Land;

(b) each person who is an employee of Animbiigoo Zaagi'igan Anishinaabek dealing with any matter that is related to Animbiigoo Zaagi'igan Anishinaabek Land;

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(c) each member of a Dispute Resolution Panel; and

(d) each person who is a member of a board, committee or other body of Animbiigoo Zaagi'igan Anishinaabek dealing with any matter that is related to Animbiigoo Zaagi'igan Anishinaabek Land.

Duty to report and abstain

18.2 If there is any actual or apparent financial, familial or personal conflict of interest in the matter being dealt with, the person:

(a) shall disclose the interest to Council, or the board, committee or other body as the case may be;

(b) shall not take part in any deliberations on that matter or vote on that matter; and

(c) shall remove themselves from the proceedings.

Apparent conflict of interest

18.3 A person has an apparent conflict of interest if there is a reasonable perception, which a reasonably well informed person could properly have, that the person's ability to deliberate or decide on the matter has been

affected by his or her private interest or the private interest of an Immediate Relative.

Inability to act

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

Meeting of Members

18.5 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, proposed Land law, or resolution to a meeting of Members.

Specific Conflict situations

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

Disputes

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

Other laws

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

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19. Financial Management

Application

19.1 This section applies only to financial matters relating to Animbiigoo Zaagi'igan Anishinaabek Land and natural resources.

Financial policies

19.2 Council may, in accordance with this *Land Code*, develop, adapt or adopt financial management laws or policies, including:

(a) regulating the receipt, management and expenditure of moneys, including transfer payments, all capital and revenue moneys received from Canada, all Land revenue, and moneys

received from a grant or disposition of any Interest or Licence in relation to Animbiigoo Zaagi'igan Anishinaabek Land and natural resources;

(b) managing financial records and accounts;

(c) preparing financial statements and audits;

(d) preparing and implementing budgets and annual presentation of budgets;

(e) determining the general investment strategy;

(f) contract notes, loans and other indebtedness;

(g) establishing fees, fines, charges and levies; and

(h) establishing and maintaining a recordkeeping system that ensures confidentiality, security of records and document retention.

Administrative structure

19.3 Council shall establish the administrative structure:

(a) to implement all financial policies and procedures;

(b) to oversee the day to day operational responsibilities for managing moneys related to Animbiigoo Zaagi'igan Anishinaabek Land and natural resources;

(c) to ensure the accuracy of the accounting records;

(d) to reconcile, review and approve bank statements;

(e) to present the annual budgets to Members;

(f) to present annually an audit of the financial statements to the Members; and

(g) to prepare the annual report to Members.

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20. Annual Report

Publish annual report

20.1 Council, on behalf of Animbiigoo Zaagi'igan Anishinaabek, shall publish an annual report on Land matters.

Contents

20.2 The annual report shall include:

(a) an annual review of Animbiigoo Zaagi'igan Anishinaabek Land and natural resources management;

(b) annual budget;

(c) a copy and explanation of the audit as it applies to Animbiigoo Zaagi'igan Anishinaabek Land and natural resources; and

(d) any other matter as determined by Council or the Lands Committee.

21. Access to Information

Access

21.1 Any person may, during normal business hours at the main administrative office of Animbiigoo Zaagi'igan Anishinaabek, have reasonable access to:

(a) the register of Land laws;

(b) the auditor's report; and

(c) the annual report on Land and natural resources.

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Copies for Members

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

Access to records

21.3 Any person authorized by Council may inspect the financial records of Animbiigoo Zaagi'igan Anishinaabek related to Animbiigoo Zaagi'igan Anishinaabek Land.

PART 6
LAND AND NATURAL RESOURCES ADMINISTRATION

22. Land Staff

Administration

22.1 Council may delegate administrative authority to staff to carry out functions necessary for day to day administrative operations of Land and natural resources.

23. Lands Committee

Lands Committee established

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

(a) assist Council with the development of the Land administration system;

(b) advise Council and its staff on matters respecting Animbiigoo Zaagi'igan Anishinaabek Land;

(c) recommend Land laws, resolutions, policies and practices respecting Animbiigoo Zaagi'igan Anishinaabek Land to Council;

(d) consult with Members and non-Members on Animbiigoo Zaagi'igan Anishinaabek Land issues, and to make recommendations on the resolution of those issues to Council;

(e) oversee meetings of Members, community approvals and ratification votes; and

(f) perform such other duties as may be delegated or assigned by resolution or Land law under this *Land Code.*

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Process to Implement Land laws

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

Internal procedures

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

24. Implementation of the Lands Committee

First Lands Committee

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

Policy Governing Successors to the First Lands Committee

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



PART 7
INTERESTS AND LICENCES IN LAND

25. Revenue from Land and Natural Resources

Determination of fees and rent

25.1 The Lands Committee shall, subject to the approval of Council, establish the process and recommend any Land laws, rules and policies for determining:

(a) the fees and rent for Interests and Licences in Animbiigoo Zaagi'igan Anishinaabek Land;

(b) the fees for services provided in relation to any Animbiigoo Zaagi'igan Anishinaabek Land; and

(c) the fees and royalties to be paid for the taking of natural resources from Animbiigoo Zaagi'igan Anishinaabek Land.

26. Registration of Interests and Licences

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Enforcement of Interest and Licences

26.1 An Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the First Nation Lands Register.

Registration of Consent or approval

26.2 An instrument granting an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land that requires the consent of Council, or community approval, shall include a form of certificate indicating that the applicable consent or approval has been obtained.

Duty to deposit

26.3 A copy of the following instruments shall be deposited in the First Nation Lands Register:

(a) any grant of an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land;

(b) any transfer or assignment of an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land;

(c) every Land use plan, subdivision plan or resource use plan;

(d) every Land law: and

(e) this *Land Code* and any amendment to this *Land Code*.

27. Limits on Interests and Licences

All dispositions in writing

27.1 An Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *Land Code* and any relevant Land law.

Standards

27.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in Animbiigoo Zaagi'igan Anishinaabek Land.

Improper Transactions void

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

28. Existing Interests

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Continuation of existing Interests and Licences

28.1 Any Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land that existed when this *Land Code* takes effect will, subject to this *Land Code*, continue in force in accordance with its terms and conditions.

Voluntary amendment or replacement of existing Interests and Licences

28.2 For greater certainty, the terms of a designation or surrender made under the *Indian Act* do not restrict the ability of Animbiigoo Zaagi'igan Anishinaabek and applicable third parties, either Member or non-Member, by agreement, to modify an Interest or Licence or to have the Interest or Licence replaced by a new Interest or Licence issued under this *Land Code*.

Replacing the role of the Minister

28.3 Immediately upon the coming into force of this *Land Code*, Canada transfers to Animbiigoo Zaagi'igan Anishinaabek all the rights and obligations of Canada as grantor in respect of existing Interests and Licences in or in relation to Animbiigoo Zaagi'igan Anishinaabek Land.

Unregistered Interests

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

29. New Interests and Licences

Authority to make Dispositions

29.1 Council may, on behalf of Animbiigoo Zaagi'igan Anishinaabek, grant:

(a) Interests and Licences in Animbiigoo Zaagi'igan Anishinaabek Land, including certificates of possession, member allocations, leases, permits, easements and rights-of-way; and

(b) Licences to take natural resources from Animbiigoo Zaagi'igan Anishinaabek Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

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

Role of the Lands Committee



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

30. Interests of Non-Members

Grants to non-Members

30.1 A transfer or other disposition of all or any part of an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land to a person who is not a Member shall not be effective unless and until it is confirmed by a resolution of Council.

31. Certificates of Possession or Member Interests

Application

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

32. Allocation of Land to Members

Policies and procedures for allocation of Land

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

Allocation

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

(a) allocate Land to Members; or

(b) issue a certificate for an interest to a Member for Land allocated to that Member.

No allocation of Land to non-Members

32.3 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Animbiigoo Zaagi'igan Anishinaabek Land.

33. Transfer and Assignment of Interests

Transfer of Member Interest

33.1 A Member may transfer or assign an Interest in Animbiigoo Zaagi'igan Anishinaabek Land to another Member without community approval or the consent of Council.

Consent of Council

33.2 There shall be no transfer or assignment of an interest in Animbiigoo Zaagi'igan Anishinaabek Land without the written consent of Council, except for:

(a) transfers between Members;

(b) transfers that occur by operation of law, including transfers of estate by testamentary disposition; and

(c) transfers in accordance with any family homes and matrimonial interests Land laws.

34. Limits on Mortgages and Seizures

Protections

34.1 In accordance with the *Framework Agreement,* the following provisions of the *Indian Act,* as amended from time to time, continue to apply to Animbiigoo Zaagi'igan Anishinaabek Land:

(a) section 29;

(b) section 87;

(c) Sub-section 89(1); and

(d) Sub-section 89(2).

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Mortgage of Allocated Land

34.2 The Interest of a Member in Animbiigoo Zaagi'igan Anishinaabek Land may be subject to a mortgage or charge, but only to a Member or, Animbiigoo Zaagi'igan Anishinaabek with the express written consent of Council.

Mortgages of leasehold Interests with consent

34.3 A leasehold Interest may be subject to charge or mortgage, but only with the express written consent of Council.

Time limit

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

Default in mortgage

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

(a) the charge or mortgage received the written consent of Council;

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

(c) a reasonable opportunity to redeem the charge or mortgage is given to Council on behalf of Animbiigoo Zaagi'igan Anishinaabek.

Power of redemption

34.6 Subject to prior redemption by the lessee or Member, Council may redeem the charge or mortgage from the charger or mortgagor in possession and shall thereupon acquire all the rights and Interests of the charger or mortgagor and of the lessee or Member for all purposes after the date of the redemption.

Waiver of redemption

34.7 Council may waive its right to redemption for any charge or mortgage of a leasehold Interest or Licence.

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35. Residency and Access Rights

Right of residence

35.1 The following persons have a right to reside on Animbiigoo Zaagi'igan Anishinaabek Land:

(a) Members, who have been allocated a residential lot by Council, and their Spouses and Children;

(b) Members with a registered Interest in Animbiigoo Zaagi'igan Anishinaabek Land;

(c) any invitee of a Member referred to in clause (a) or (b);

(d) lessees and permittees, in accordance with the provisions of the granting instrument; and

(e) a person authorized in writing by Council, the Lands Committee, or by a Land law.

Right of Access

35.2 The following persons have a right of access to Animbiigoo Zaagi'igan Anishinaabek Land:

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(a) a lessee and his or her invitees;

(b) a person granted a right of access under a permit;

(c) Members and their Spouses and Children;

(d) A Member's invited guest;

(e) a person who is authorized by a government body or any other public body, established by or under an enactment of the Animbiigoo Zaagi'igan Anishinaabek, Parliament or the province to establish, operate or administer a public service, to construct or operate a public institution or to conduct a technical survey provided that the person received written authorization from Council; or

(f) a person authorized in writing by Council or the Lands Committee or by a Land law.

Public access

35.3 Any person may have access to Animbiigoo Zaagi'igan Anishinaabek Land for any social or business purposes, if:

(a) the person does not trespass on occupied Land and does not interfere with any Interest in Land;

(b) the person complies with all applicable laws; and

(c) no resolution has been enacted barring that person.

Use of Roads

35.4 Any person may have the right of access to Animbiigoo Zaagi'igan Anishinaabek public roads, subject to this *Land Code* and Land laws.

Trespass

35.5 Any person, who resides on, enters or remains on Animbiigoo Zaagi'igan Anishinaabek Land, other than in accordance with a residence or access right under this *Land Code,* is guilty of an offence.

Civil remedies

35.6 All civil remedies for trespass are preserved.

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36. Transfers on Death

Indian Act application

36.1 Subject to any Land laws on family homes and matrimonial interests, until Animbiigoo Zaagi'igan Anishinaabek exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* dealing with wills and estates shall continue to apply with respect to Interests in Animbiigoo Zaagi'igan Anishinaabek Land.

Registration of transfer

36.2 A person who receives an Interest in Animbiigoo Zaagi'igan Anishinaabek Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Register.

Disposition of Interest

36.3 If no provision has been made by the deceased Member of the disposition of the Interest to another Member, the following rules apply:

(a) the Minister or his or her delegate may make application to Council requesting that an instrument evidencing lawful possession or occupation of Animbiigoo Zaagi'igan Anishinaabek Land be issued; or

(b) a certificate for an Interest or other instrument may be issued in accordance with procedures established by Council, or application of the Minister or his or her delegate, if the beneficiary or purchaser is a Member of Animbiigoo Zaagi'igan Anishinaabek.

37. Family Homes and Matrimonial Interests Land Law

Development of rules and procedures

37.1 Council has the power to enact Land laws that apply during a conjugal relationship, when that relationship breaks down or on the death of a Spouse, respecting:

(a) the use, occupancy and possession of family homes on Animbiigoo Zaagi'igan Anishinaabek Land;

(b) the division of the value of any Interests held by Spouses in or to structures and lands on Animbiigoo Zaagi'igan Anishinaabek Land: and

(c) the period of cohabitation in a conjugal relationship to qualify as a Common–Law Partnership.

Enactment of rules and procedures

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

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Additional Provisions

37.3 Family homes and matrimonial Interests Land Laws may include:

(a) provisions for administrating those laws;

(b) despite subsection 89 (1) of the *Indian Act*, provisions for enforcing, on Animbiigoo Zaagi'igan Anishinaabek Land, an order of a court or a decision made or an agreement reached under those laws; and

(c) procedures for amendment and repeal of those laws.

Notice of Land Laws

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



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PART 8
DISPUTE RESOLUTION

38. Purpose

Intent

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

Purpose

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

39. Disputes

Dispute Prevention

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

Disputes Prior to Land Code

39.2 Disputes that arose before the *Land Code* takes effect could also be referred to this part.

Decision of Council or Lands Committee

39.3 If a Member, or a non-Member with an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land, has a dispute with respect to a decision of Council or the Lands Committee, the person shall first attempt to resolve that dispute with Council or the Lands Committee, before referring the dispute to the Panel.

Settle a Dispute

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

Settlement Agreement

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

Contractual Agreement

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

Variation of Rules

39.7 The parties to a dispute to which these rules apply may modify, vary or amend these rules by unanimous written agreement. The Panel shall be notified of such agreement in writing.

Civil Remedies

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

Challenge to Validity of Law

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

40. Processes

Staged Processes

40.1 Animbiigoo Zaagi'igan Anishinaabek intends that a dispute in relation to Animbiigoo Zaagi'igan Anishinaabek Land, except as otherwise provided, may progress through the following stages:

(a) facilitated discussions;

(b) negotiation;

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(c) mediation; and

(d) final arbitration by a Dispute Resolution Panel.

Procedure to File a Dispute

40.2 A person who wishes to resolve a dispute with another person or Animbiigoo Zaagi'igan Anishinaabek, in relation to the use or occupation of Animbiigoo Zaagi'igan Anishinaabek Land, may file a written notice of dispute setting out:

(a) the nature of the dispute;

(b) a statement outlining the facts and supporting arguments of the dispute claim; and

(c) the relief that is sought.

Termination of Processes

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

(a) the parties reach an agreement;

(b) one of the parties refuses to continue with facilitated discussions, negotiations or mediation;

(c) the mediator assesses that nothing meaningful is to be gained in continuing the process; or

(d) upon the request of both parties.

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Notice of Termination

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

Dispute resolution not available

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

(a) administration or distribution of an estate;

(b) decisions relating to housing allocations;

(c) decisions of Council to grant or refuse to grant an Interest or Licence in Animbiigoo Zaagi'igan Anishinaabek Land to a non-Member;

(d) decisions on expropriation under this *Land Code*: and

(e) prosecution or conviction of an offence under a Land law or under criminal law.

Duty of Fairness

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

(a) treated fairly;

(b) given a full opportunity to present their case; and

(c) given reasons for a decision made under this part.

Rules and Procedures

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

(a) facilitated discussions, negotiations, mediations and arbitrations;

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(b) terms of office for panelists;

(c) remuneration of facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;

(d) code of conduct for facilitators, mediators, arbitrators, panelists, expert advisors, professionals or other persons retained to assist in the resolution of disputes;

(e) disclosure and confidentiality;

(f) imposition of time limitations for submitting a notice of dispute and referring a matter or dispute to the Panel;

(g) implementing recommendations of the Panel; and

(h) any other matter necessary to give effect to this part.

Waiver of Liability

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

41. Dispute Resolution Panelists

Roster of Potential Dispute Resolution Panelists

41.1 Each Dispute Resolution Panel shall be drawn from a roster of up to twenty (20) potential panelists.

Representation

41.2 Council shall appoint the roster of potential panelists, and shall ensure that, where possible, the panelists are generally representative of the various elements of the community.

Ineligible

41.3 Notwithstanding the general rules of conflict of interest in the *Land Code*, no Council member, or employee of Animbiigoo Zaagi'igan Anishinaabek, or person already serving on another board, body, or committee related to Animbiigoo Zaagi'igan Anishinaabek Land shall sit on the roster of potential dispute resolution panelists.

42. Impartiality of a Dispute Resolution Panel

Duty to Act Impartially

42.1 A Dispute Resolution Panel shall act impartially and without bias or favour to any party in a dispute.

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Offence

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

Rejection of Application

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

Rules of Conduct for Parties to a Dispute

42.4 A Dispute Resolution Panel shall establish rules of conduct for the parties to the dispute.

43. Arbitration by the Dispute Resolution Panel

Disputes

43.1 Applications for resolution by Dispute Resolution Panel shall be submitted to the Lands Department.

Panel of Three Chosen from the Roster of Potential Panelists

43.2 Disputes referred for resolution are to be heard by a Dispute Resolution Panel composed of three (3) panelists from the roster of potential panelists, chosen as follows:

(a) one (1) panelist is to be chosen by each of the two (2) parties to the dispute; and

(b) one (1) panelist, who is to be the chairperson, shall be chosen by the other two panelists; or

(c) in the case of situations not adequately covered by clause (a) and (b), all three (3) panelists shall be chosen by Council.

Rules of Dispute Resolution Panel

43.3 A Dispute Resolution Panel may establish rules for the procedure at its hearings and generally for the conduct of its affairs.

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Dispute resolution not available

43.4 For greater certainty, a Dispute Resolution Panel shall not hear disputes in respect of matters that are not subject to dispute resolution under this *Land Code*.

44. Powers of a Dispute Resolution Panel

Powers of a Dispute Resolution Panel

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

(a) confirm or reverse the decision, in whole or in part;

(b) substitute its own decision for the decision in dispute;

(c) direct that an action be taken or ceased;

(d) refer the matter or dispute back for a new decision; or

(e) make an order to give effect to its decision, including any necessary order for the survey of an Interest in Animbiigoo Zaagi'igan Anishinaabek Land, the registration of an Interest in Animbiigoo Zaagi'igan Anishinaabek Land, and the allocation of the costs of any incidental measures to be taken to give effect to such an order.

Recommendations by Panel

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

(a) the suspension of any Land law or decision made by Council for such period as is necessary for Council to reconsider, amend or repeal such Land law or decision, provided that any amendment or repeal of a Land law is made in a manner consistent with this *Land Code*; or

(b) any other recommendation that it deems reasonable and necessary in the circumstances.

Interim Decisions

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

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Professional Services

44.4 A Dispute Resolution Panel may obtain the service of professionals to assist it in fulfilling its functions, in which case it shall make best efforts to use professional services available in the community.

Written Decisions

44.5 Decisions of a Dispute Resolution Panel shall be in writing, signed by the person chairing the Dispute Resolution Panel or by an officer designated by the Dispute Resolution Panel to do so. Where requested, the written decision shall be provided to a party to the proceeding within fourteen (14) days after the date of the decision.

Appeal of Decision

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



PART 9
OTHER MATTERS

45. Liability

Liability Coverage Laws

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

Liability Limitations

45.2 The limits on liability, defences and immunities in a Land law shall be no greater than those that would apply to a person or entity performing a similar duty under the laws of the province.

Extent of coverage

45.3 Council shall arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Animbiigoo Zaagi'igan Anishinaabek Land to indemnify them against personal liability arising from the performance of those duties and determine the extent of the insurance coverage.

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46. Offences

Application of the Criminal Code

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

Fines & Imprisonment

46.2 Unless some other procedure is provided for by a Land law, any person who commits an offence under this *Land Code* or under a Land law is liable to a fine not to exceed five thousand ($5,000) and to a term of imprisonment not to exceed six months or to both fine and imprisonment provided, however, that offences related to Animbiigoo Zaagi'igan Anishinaabek environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

47. Revisions to *Land Code*

Revisions

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

(a) an amendment of the description of Animbiigoo Zaagi'igan Anishinaabek Land subject to this *Land Code*;

(b) a reference in this *Land Code* to a clause in another act or document that was amended and resulted in clause renumbering;

(c) a reference in this *Land Code* to an Act or parts thereof that have expired, have been repealed or suspended;

(d) changes in this *Land Code* as are required to reconcile seeming inconsistencies with other acts;

(e) minor improvements in the language as may be required to bring out more clearly the intention of the Animbiigoo Zaagi'igan Anishinaabek without changing the substance of this *Land Code;* and

(f) correct editing, grammatical or typographical errors.

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48. Commencement

Preconditions

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

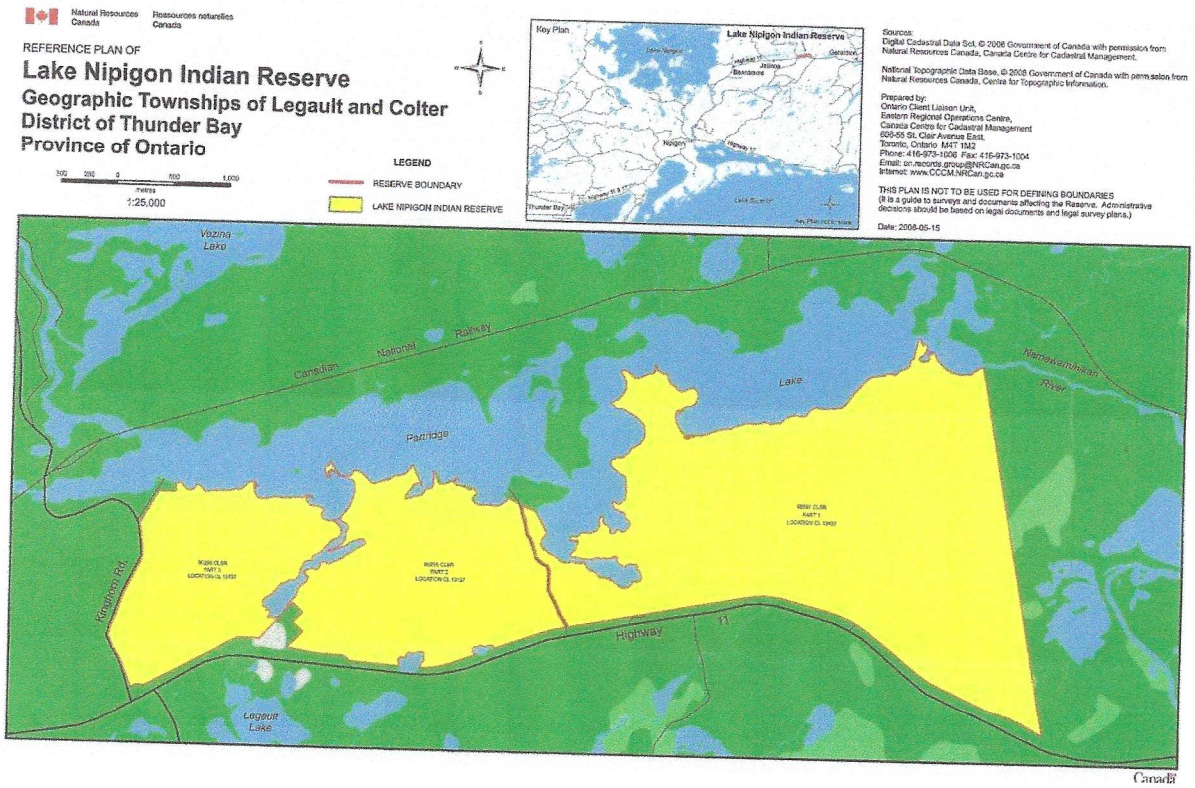
Commencement date

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

APPENDIX "A"

Description of the Animbiigoo Zaagi'igan Anishinaabek Land

- Lake Nipigon Reserve – Canada Lands Surveys Record FB 42763



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