



# **Kitchenuhmaykoosib Inninuwug PROTOCOLS**

---

*A SET OF PROTOCOLS FOR THE KITCHENUHMAYKOOSIB INNINUWUG*

JULY 5, 2011

## INTRODUCTION

***The following objectives have been adopted in designing these protocols:***

The protocols are consistent with expressed Kitchenuhmaykoosib Inninuwug values, goals, and vision for the homeland.

The process for conducting meetings and developing responses within Kitchenuhmaykoosib Inninuwug should be systematic and produce consistent responses over time for similar applications.

Responses should be based upon all relevant and reliable information concerning the application and its environment setting, including traditional knowledge and ecological knowledge.

The process should be efficient and easy to implement.

Responses should be produced in a timely manner.

Positions taken in the responses should be transparent (i.e. supported by facts and analysis).

# Meeting Protocol

## Kitchenuhmaykoosib Inninuwug – Ontario Meeting Protocol

Kitchenuhmaykoosib Inninuwug – Ontario meetings start and end their business process with a prayer in which they aim to center themselves in that of the creator.

In a Kitchenuhmaykoosib Inninuwug – Ontario meeting, a decision is never a victory for one view or another. A good Creator led decision is one that not only results in sound practical consequences; it is one that maintains the community.

The Kitchenuhmaykoosib Inninuwug and the Ontario meeting try to seek Creator guidelines at all times, to be concerned for the good of the community as a whole, rather than to defend personal interests.

A Kitchenuhmaykoosib Inninuwug and the Ontario meeting will appoint a Chair or Co-Chair who will prepare the agenda for the meeting and distribute any needed materials prior to the meeting.

The Chair enjoys the confidence of the Kitchenuhmaykoosib Inninuwug – Ontario meeting participants.

Meeting participants should inform the Chair ahead of time when they have business to come before a Kitchenuhmaykoosib Inninuwug – Ontario meeting.

**Decisions of the Kitchenuhmaykoosib Inninuwug – Ontario meetings are made not by majority vote, nor by consensus, but by unity.**

Unity requires active participation: where there is division over an issue, it is especially important for everybody to be heard.

The Chair attempts periodically to summarize the discussion as the decision making process evolves.

Anyone may call for a pause or silence in the course of a meeting, when resolution of a matter is proving difficult, when there is a need to reflect on what has been said.

Even should there be those who cannot unite with the decision arrived at, they may be willing to stand aside trusting the wisdom of the meeting.

Time is also essential for important decisions. Sometimes decisions must be deferred for reflection.

The Chair or another member can suggest that a matter be held over for consideration at a later time. It may be helpful for the Chair to ask a small committee to revise the proposal in the light of the concerns and objections, and report to the next Meeting.

The Chair is responsible for stating the sense of the Meeting and presenting a decision when unity has been reached.

Participants in the Kitchenuhmaykoosib Inninuwug – Ontario meetings may sometimes assist the Chair in this.

If a member believes that the Chair has incorrectly stated the sense of the Meeting it is appropriate to speak up.

It is unusual for a sense of the Meeting to be reached achieved over one or more objections. Similarly, someone may propose that unity actually has been reached and suggest that a Decision should be recorded.

When the wording appears satisfactory, the Chair asks the meeting participants if they approve the Decision. If the participants approve the Decision without objection, it is recorded as an action of the Meeting.

Decisions of the Kitchenuhmaykoosib Inninuwug – Ontario meetings must be delivered by the Chair to the proper persons (Chief and Council, Ontario Lead).

It must always be remembered that the final decision as to whether the Decision represents the sense of the meeting is the responsibility of the meeting staff, not of the Chair.

# CONSULTATION PROTOCOL

## KITCHENUHMAYKOOSIB INNINUWUG CONSULTATION PROTOCOL

WHEREAS the people of Kitchenuhmaykoosib Inninuwug have resided in and held a special stewardship relationship with the lands of Kitchenuhmaykoosib Inninuwug [KI] traditional territory, since time beyond memory;

WHEREAS it is a part of KI law, derived from the Law of the Creator, that KI must protect the lands for future generations and ensure that any development on or use of the land is consistent with this principal of sustainability and KIs special relationship with and traditional practices on the lands;

WHEREAS KI has inherent rights, some of which have been confirmed by Treaty No. 9, in respect of its traditional territory, emanating from its historic use and occupation of these lands;

WHEREAS KI has outstanding land claims;

WHEREAS KIs inherent and treaty rights are protected and affirmed by section 35 of the Constitution of Canada;

WHEREAS in order to be able to exercise its rights, and honour its law and special relationship with the lands, KI requires the right to say no, and free, prior and informed consent in decision making in respect of how these lands are to be used or accessed by others;

WHEREAS nothing in this Protocol shall affect any aboriginal claim, right, title or interest of any other First Nation;

WHEREAS First Nations will resolve issues related to shared traditional territories among themselves;

***This protocol is based on the following facts.***

KI desires consultation and negotiation with Ontario, at a level of strategic planning, to determine which lands in its traditional territory should not be exposed to any development activity, and which lands might be developed or subject to uses by third parties under specified terms and conditions to be determined.

The strategic level planning consultation must have two aspects:

- Political (involving high-level personnel and the Ministers)
- Technical (involving specialized scientific and legal expertise).

KI is prepared to begin consultation and negotiations with Ontario and may then approach Canada to involve Canada in this strategic planning level consultation and negotiations.

The KI sees the homeland as KI lands, subject to the collective and individual rights of the KI citizens, the sovereignty of the KI, and jurisdiction of the KI. The KI owns these lands and waters subject to the laws of the KI, and the legislative jurisdiction of the KI.

All the Creators bestowed wealth, be it under the ground, on the surface or in KI lakes, rivers, streams and waters, in the airspace and in the land under KI control, are the property of KI as defined by KI law. The KI law defines means of exploiting, protecting, and developing such wealth in the interests of KI, its security, sustainability, resilience and economy.

KI has a direct interest in ensuring that lands in its homeland are not further designated or developed by Canada and /or Ontario without their free, prior and informed consent and recognition by the Crown of KI jurisdiction.

This protocol sets out the terms of entry for government, commercial or industrial developers [the Proponent] wishing to access lands or resources in the KI homeland (provisional description in Schedule A attached).

The entire Big Trout Lake watershed(s) including all of Big Trout Lake and a buffer zone around the lake of X miles is excluded from any and all development.

## ***B. PROCEDURE***

Ontario and/or the Proponent and KI agree to establish a Consultation Committee to prepare and make recommendations to the Chief and Council.

KI appoints the following as its members of the Consultation Committee:

- KI Members
- Technical Advisor
- KI Lands and Environment Director
- KI Community Liaison
- KI Lawyer

### ***Consultation Committee Membership***

The KI Lands and Environment Director and the KI legal counsel are the lead contacts who must be contacted with all correspondence, information and requests.

Ontario and or the party [the Proponent] seeking access to KI lands appoints its members of the Consultation Committee.

All communications and exchanges of information between the members of the Consultation Committee will be conducted through the respective leads (or alternative if lead not available or if lead delegates such to the alternate).

The members of the Consultation Committee may bring additional resources persons to the discussions and meetings, beyond those identified above, as appropriate.

## ***Mandate***

The mandate of the Consultation Committee composed of representatives of the parties is to develop recommendations for consideration of the Chief and Council and ultimately the KI community. In the event the Consultation Committee does not reach agreement on a recommendation with respect to an issue the committee will present the issue to the Principals of the Parties for resolution.

Upon receipt of recommendations from the Consultations Committee or a report from the Committee with respect to an issue on which they have not reached agreement The proponent will meet in person or by teleconference with the KI Chief and Council with a view to finalizing an agreement on the issue.

## ***Costs***

Ontario and or the proponent will cover its costs associated with the consultation and negotiation.

Ontario and / or the proponent will pay for all of KIs reasonable costs in respect of the consultation and negotiation, which will include:

- Legal fees to prepare for, advise KI on and attend at consultation and negotiation sessions;
- Costs for KI to prepare for and attend consultation and negotiation sessions; fees for technical advisor to prepare for, advise KI on and attend at consultation and negotiation sessions;
- Fees for any other expert or advisor KI must retain in order to participate in a meaningful way and make an informed decision in respect of the herein consultation;
- Fees for the attendance at all negotiation and consultation sessions of a bilingual translator and a bilingual minute-taker;
- Disbursements, including travel costs, for the above and for KIs Consultation Committee in respect of the consultation and negotiation;
- Costs for the KI community liaison to prepare for meetings and report back to the KI community after meetings;
- Costs of internal consultation in the KI community;



### ***Facilitator***

The Parties direct that if the members of the Consultation Committee agree that a facilitator would be helpful in their efforts to reach consensus on their recommendations, a facilitator agreeable to all will be engaged and paid for by Ontario and/or the Proponent.

### ***Workplan***

At their first meeting, the Consultation Committee will seek to agree on a workplan for the consultations and negotiations, which will include prioritized issues to be discussed, a schedule of the times a meetings, and set timelines for the completion of various steps.

The KI members of the Consultation Committee will submit a proposed workplan to the Ontario and or the Proponent's members of the Consultation Committee at their first meeting.

## The steps to be considered in the workplan will include:

### 1. *Information Sharing*

- Provision by KI of a provisional description of its homeland.
- Provision by Ontario of past decisions and actions still operative in relation to Proponent which may have had or may yet have an adverse effect on KI known and asserted rights, and all possible contemplated decisions and actions in respect of Proponent's activities in KI traditional territory that may have an adverse effect on KI known and asserted rights, including: the type, content and description of the decision or action;
- An outline of any statutory, regulatory or common law requirements and policies or guidelines in respect of such decision or action;
- Any timelines or deadlines in respect of the decision or action;
- Who and/or what the decision might affect and how;
- A description of the decision making process as currently designed and any current parties to this.
- Provision by the Proponent of all relevant information pertaining to its proposed project in KI traditional territory, including:
  - Exact location of proposed project;
  - Exact location and composition of camps and activity in and around camps;
  - Routes and flight times of any helicopters and other air transport in respect of the proposed project;
  - Routes and transport times of any land transport in respect of the proposed project;
  - All possible environment impacts pertaining to the proposed activities, including impacts to air (including noise), land, water, plants, animals, humans, ecosystems, and all feasible mitigation measures that could be taken to prevent or minimize such impacts (description of these, including costs and effects)
  - Information pertaining to economic viability of the proposed project.

## ***2. Internal Consultation in KI:***

The KI members of the Consultation Committee shall develop and implement a plan to consult with the KI community, in accordance with the laws and practices of KI, about:

- Any draft agreements in principal the Consultation Committee might reach with Ontario and/or the Proponent about the proposed project.

Should the Consultation Committee reach agreement for recommendation to the Principals of the Parties in respect of the proposed project such recommendations shall not be binding on KI unless and until the KI community reaches unity in support of same, pursuant to the internal six step consultation process developed and implemented by the KI members of the Consultation Committee and ratified in a community referendum.

The Consultation Committee will meet at KI unless otherwise agreed by its members.

Subject to any disclosure requirements imposed by law, the work of the Consultation Committee will be conducted in confidence. The members of the Consultation Committee will exchange information as agreed in order to facilitate the consultation and negotiations, and provide such information as fully and expeditiously as possible in accordance with any necessary privacy protection requirements. The members of the Consultation Committee may enter into a separate confidentiality agreement if this is deemed necessary.

Chairing of the Consultation Committee meetings will rotate between a member of each of the parties represented on the Committee. The meeting Chair shall ensure that draft minutes of the meeting are recorded and distributed to the other members, and the other members shall either approve the minutes or comment on them with revisions. All members shall retain all minutes of every meeting.

Discussions of the Consultation Committee and the principals and their recommendations are without prejudice to positions that the Parties may take in other forums.

This Consultation Protocol, any consultation or negotiation thereto, and any agreement reached thereunder are not to derogate from or abrogate any treaty or the aboriginal rights and Title of KI.



### ***3. CONTENT OF DISCUSSIONS***

The issues to be discussed by the Consultation Committee under this Consultation Protocol will include the following:

- Whether the proposed project can, from KIs aboriginal perspective, be conducted in a way that respects KIs duty under its own law to protect the lands for future generations and ensure that any development on or use of the land is consistent with this principal of sustainability and KIs special relationship with and traditional practices on the lands;
- Whether the proposed project can, from KIs aboriginal perspective, be conducted in a way that does not threaten or diminish KIs outstanding land claim(s) with the Crown;
- Whether the proposed project can, from KIs aboriginal perspective, be conducted in a way that does not derogate from or abrogate KIs treaty or aboriginal rights and Title;
- If the proposed project can be conducted, then the terms and conditions under which same may be respected, which the Parties must follow.
- This development of a protocol between KI and Ontario for broader strategic planning level consultations.

# KI PROJECT SCREENING PROCESS

## ***1. Screen Project for Eligibility***

Does Project Fall into KI Watersheds, Big Trout Lake an islands or Buffer Zone around Big Trout Lake?

Is project on list of unacceptable projects? [Nuclear waste, big dams, toxic mines or exploration for uranium, mines that produce waste that must be managed forever, etc]

- If Yes, Ineligible  
Send letter to proponent explaining project falls in area off limits to development or is a type of project deemed unacceptable by community.
- If No, Eligible for Consultation

## ***2. If Eligible Create KI Consultation Committee***

- Secure Funding from Proponent
- Prepare Mandate/Workplan

### ***3. Consultation Committee Review of Project***

Key Questions:

- A. No known impacts on environment and/or Aboriginal Rights: Go to step 4
- B. Impacts Unknown
  - > Initial Environmental and Aboriginal Rights Assessment
  - > If Significant Impacts go to C. Significant Impact Step.
- C. Significant Impacts
  - > Detailed Environment and Aboriginal Rights Assessment
  - > Core Question: Are Impacts Acceptable?
    - If no reject the project.
    - If yes, what are the conditions if any?
- D. Optional Independent Review

***4. Issue Recommendation [Yes, No, Yes with Conditions, More Study] to Chief and Council.***

***5. Decision Making***

Decision by Chief and Council [Yes, No, Yes with Conditions, More Study]

➤ If Yes or Yes with Conditions: Community Referendum

***6. If Referendum Yes Negotiate Project Development Agreement, Monitoring Agreement and at KI Option Negotiate Accommodation Agreement with Ontario.***

***7. Implement Project***

***8. Monitor Project***

## The Six Step Community Decision Making Process

1. A developer must initially contact the Chief and Council in writing and depending on the nature of the proposal and its impact on the community, the development company may have to provide more information.

2. The company to hold a public presentation of their work program and work sites in sufficient detail “to allow community members to identify any activities that may be of concern to their traditional activities”.

3. If any specific individuals or family group is especially concerned (ie: a proposal affects a family trap line) then the company has to consult with that group.

4. For a community discussion to clarify issues, and discuss what mitigation of company activities, or accommodation of traditional activities, and compensation are acceptable to the community.

5. A referendum in the community as to whether the project should go ahead.

6. Communication of community approval. There are also sections in the protocol addressing requirements of projects over time;

- partnership and development agreements,
- company provision of reports on their activities
- monitoring of the effects of their work program.



# KI Access Protocol

## KI Access Protocol for KI Homeland

This protocol sets out the terms of entry for commercial or industrial developers wishing to use lands or resources in the KI Homeland (provisional description in Schedule A attached).

The entire Big Trout Lake watershed(s), including all of Big Trout Lake and a buffer zone around the lake of 20 miles is excluded from any and all development.

***This protocol is based on the following facts.***

KI homeland is subject to unextinguished KI Title.

Accommodation of our interests, such that land and resource use contributes to KI well-being and not undermines it, should be an element of all land use in our territory.

KI will only support the third party use of our land and resources which is consistent with our vision for the land, respectful of our interests and rights in our traditional territory and, especially, which contributes to the cultural, economic and social sustainability of our people and our land.

The following conditions will be expected by us to be fulfilled by any commercial or industrial developer wishing to access land and resources in the territory:

1. Written notification to KI of plans to enter the territory at least 90 days prior to entry. Notification shall include details of entry and related activities, including timing, duration, nature and scale of activity, personnel involved means of access, etc.
2. Subsequent to notification but prior to entry, entry terms will be established through discussions between the developer and KI, and set out in an Access Agreement. The developer shall provide reasonable funding for the KI participation in the Access Agreement discussions.
3. Information relevant to the material impacts of the proposed activity on KI lands, resources, land use practices, or other interests will be expected to be provided to the KI on a timely basis.
4. Activities to be carried out during entry will need to comply with existing land use plans and policies of KI, as identified at the time of negotiating the Access Agreement.
5. Any surface disturbance will require prior approval by KI, and will require a site-specific heritage resource survey conducted under terms of reference approved by KI.
6. Any site-specific development will be subject to an inspection by a representative of KI at the expense of the developer under terms to be set out in the Access Agreement.
7. Depending upon the nature, scale and location of the proposed activities, the developer may be required to conduct an environmental and/or socio-cultural impact assessment at its expense. Any such requirement will be identified in the Access Agreement.

8. Depending upon the nature, scale and location of the proposed activities, the developer may be required to undergo an environmental impact assessment, provide an Environmental Protection Plan and/or performance bond to guide conduct of the activities, and/or to prepare a Closure Plan which is to guide the shutdown and abandonment of activities within the territory. Any such requirements will be identified in the Access Agreement.

9. In the Access Agreement, KI transfers to the developer only exclusive rights to conduct activity involving a subsoil area, but does not transfer rights to such subsoil into either ownership or lease. Therefore, all extracted minerals or extracted and processed minerals (i.e., the produced product) are the property of KI. KI hires the developer as a contractor to perform work for it, but at the expense and risk of the developer. The work is carried out on a compensated basis, with KI paying the investor not in money, but with a portion of the produced product. This is the so-called production sharing, i.e., the sharing of the results of the work carried out by the developer.

10. The existence of an Access Agreement will not prejudice of the rights of the KI to subsequently reject or oppose any activity, or expansion of an activity, that is not provided for in the Access Agreement.

## Shared Territory Protocol

Kitchenuhmaykoosib Inninuwug and Y First Nations have shared interests in lands and resources; and

The Parties wish to resolve issues about their shared interests in a spirit of traditional respect and co-operation, and to their mutual benefit;

### ***THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:***

Kitchenuhmaykoosib Inninuwug will continue to exercise harvesting and other rights in area X on the attached map.

Y First Nation will continue to exercise harvesting and other rights in area Y on the attached map.

The Parties' Shared Primary Use Area is the area that is marked in light green diagonal lines on the attached map ("Shared Primary Use Area"), which is the portion of the X Primary Use Area that is also within the Y First Nations' Primary Use Areas.

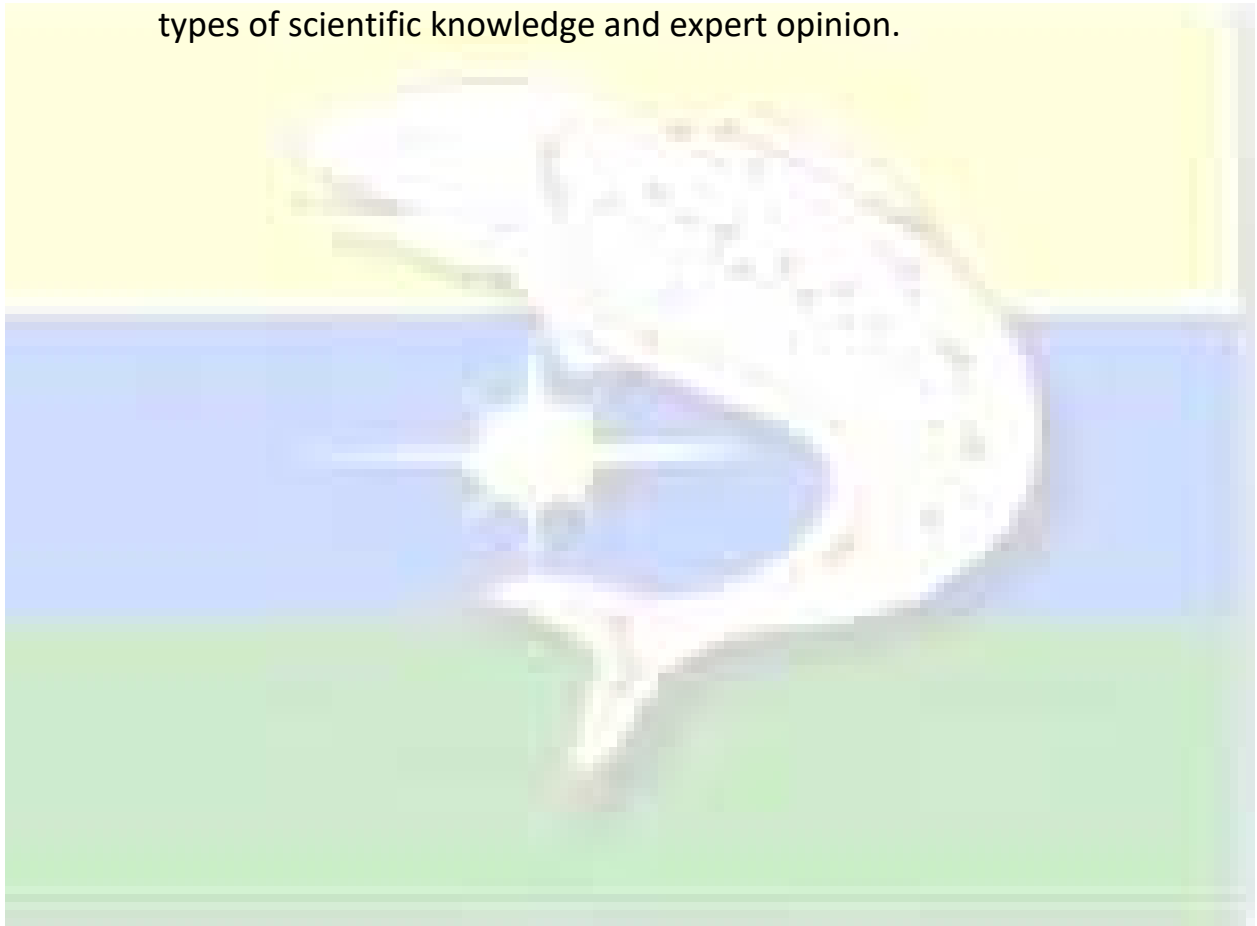
Kitchenuhmaykoosib Inninuwug and Y First Nation shall enter into an interim agreement to govern their shared decision making within the Shared Primary Use Area.

A Shared Primary Use Area Agreement will provide X and the Y First Nation with equal rights to participate in any decision making respecting lands and resources within the Shared Primary Use Area.

Each of the Parties agree to consult the other with respect to any management or regulatory decisions respecting lands and resources that affect the interests of the other Party, whether or not such decisions have effect within the Primary Use Area of that Party.

In exercising their authorities with respect to the management or regulation of lands or resources, the Parties shall:

- Work co-operatively to protect their respective and mutual interests;
- Foster sustainable development and the protection of lands, resources and harvesting opportunities for present and future generations;
- Take steps to acquire and use traditional knowledge as well as other types of scientific knowledge and expert opinion.



# **Kitchenuhmaykoosib Inninuwug Water Declaration**

---

**July 5, 2011**

# PHILOSOPHY AND SPIRITUALITY

## Our elders teach us that....

The Kitchenuhmaykoosib Inninuwug were put here by Keeshaymanitou (the Creator) who gave us the four sacred elements of fire, earth, air and water, along with the right to use them and the responsibility to care for them always in order to maintain the sacred balance of life. This right and responsibility has its spiritual foundation from the beginning of time, it continues now, and will exist in what is yet to come.

Water is the source of life – a sacred gift given by the Creator to heal and sustain all living beings.

Water is alive, and is life itself. All life on this earth depends on healthy water for survival. Water is a relation, we depend on it and it connects us to all other living things in the sacred web of life which we are a part of.

All life is within a circle, including people. Because we are within the same circle, we must be careful in reaching decisions that affect the circle. Our decision will travel around the circle and impact on the future generations to come. We have a responsibility to ensure that the future generations can look back at us and say that our decisions today have not caused harm to them in the future.

We have a deep spiritual dimension to our connection with the lake and our territory. We have our own spiritual ceremonies and our own ways of spiritual understanding that have developed over thousands of years of lived relationship to the sacred landscape of our homeland. Our people understand that all entities like plants, rivers, lakes, and animals embody spiritual relationships that must be maintained and honoured.

The Big Trout Lake, our home lake, is a living system that reaches far beyond its shores. It interacts with the rivers and streams that feed and drain it, the land whose waters flow into those rivers, the wetlands and muskeg which breathe, the rains, the winds, the underground seams and spring sources, the ice, snow

and frost. It provides clean drinking water for all life, habitat for the fish and water life, food and travel ways for our people, and moisture for the air.

KI people live and relate to our place on our territory and around the lake at the deepest levels possible – a testament of ecological compact. Our lives are oriented around the six seasons of Kitchenuhmaykoosib Inninuwug





No outside law can remove us due to our deep connection and intimacy to our lake and territory, a connection that has evolved over thousands of years as evidenced in KI's recent finding of ancestral remains that are over 5,000 years old.

Through our ecological compact we have accumulated intimate Indigenous ecological knowledge and laws that are very deep; they are within us, we live them. This knowledge is profound, yet it is delicate and hard to grasp because is not written, and it is unseen; it is within our hearts and within our minds. It can never be fully documented, and can never be bounded.

Our territory is the best and rightful place for our people. The Kitchenuhmaykoosib Inninuwug has ancient place names for every spring, cove, point, bend, pool and rapid on every stream, river, lake and wetland in our territory. We have lived here, used and cared for these lands and waters ever since the beginning of time.

We sustain ourselves physically, mentally, emotionally, and spiritually through our relationship and responsibility to each other and to the natural world that we are a part of. We continue to live, to use and protect our territory according to our own laws, ceremonies, and protocols, based on the teachings of the elders handed down through the generation from the Creator.

Arising from this we have inherent, fundamental, and inalienable rights as indigenous peoples to our lands and waters. These include, but are not limited to, those rights recognized in the Convention on Biodiversity, the UN Declaration on the Rights of Indigenous Peoples, CERD General Recommendation 23. The UN Human Right to Water and Sanitation resolution, Treaty #9, the Constitution of Canada, and Supreme Court of Canada rulings.

This declaration is a physical reflection that flows from our inherent spiritual bond with our homeland.

We will continue to live and assert our inherent rights and responsibilities on our territory.

## DECLARATION

We announce and proclaim our role as the First peoples of this territory – the original caretakers – with rights and responsibilities to defend and ensure the protection, availability and purity of the water for the survival of the present and future generations, and for all life.

By the authority and responsibility given to us by the Creator we are going to make decisions related to the waters.

**We declare all waters that flow into and out of Big Trout Lake and all lands whose waters flow into those lake, rivers and wetlands, to be completely protected through our continued care under KI's authority, laws and protocols.**

We look at protection as restoring our land and waters to their original condition and preserving them in that condition for future generations.

No industrial uses, or other uses which disrupt, poison, or otherwise harm our relationship to these lands and waters will be permitted. This includes no mining, no mining exploration, no commercial logging, no spraying or dumping of chemicals, no damming, no diversion, no selling of water, no transmission or hydro electric generation projects (using the river to make electricity), no commercial biomass energy (using wood or peat to generate electricity for sale), no biopiracy (outsiders selling our plants, animals, their DNA, and our ecological knowledge without permission) and now new roads or rail.

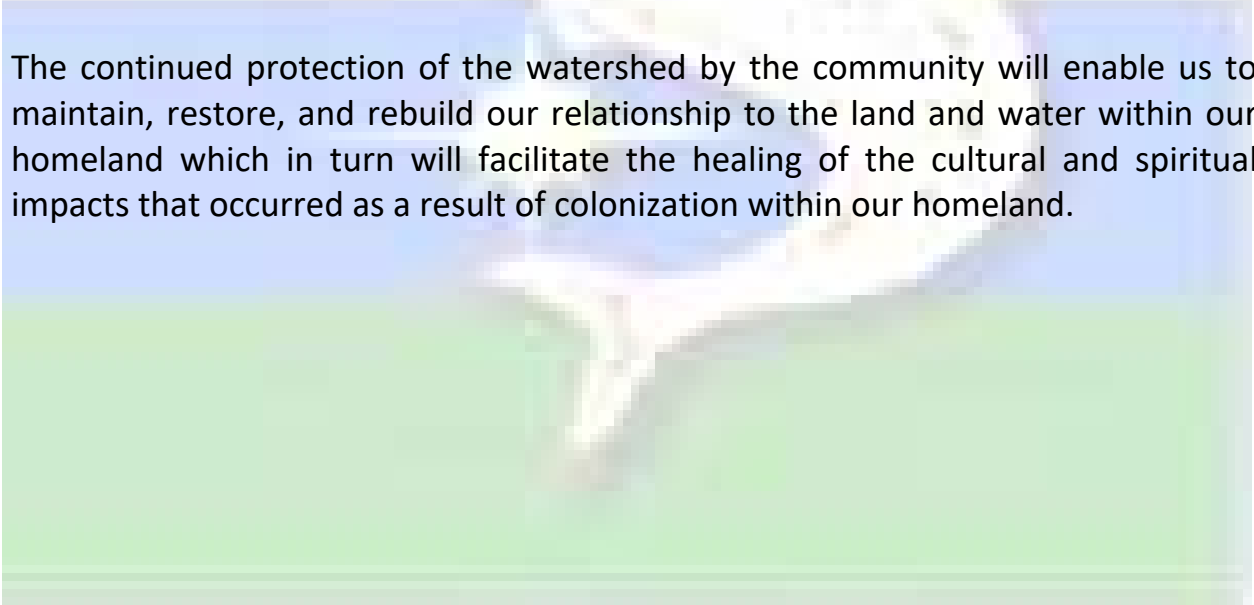
Essential Roads and electrical transmission for community use will be permitted only if the Lands and Resources office approves that they are routed so that they are outside the watershed as much as possible, following existing road corridors where possible, and take any other appropriate steps available to minimize their impact.

Our traditional and contemporary use and occupancy of the lands and waters will continue, subject to regulation by KI law, and protocols. This includes fishing, hunting, trapping, gathering of food, medicine, and materials travel, cabin building, occupancy, and recreation by our people.

All respectful people are welcome to visit this area to engage in fishing, hunting, camping, paddling, and recreation, so long as they first obtain a permit of permission from KI, and respect regulation by KI law and protocols.

Beyond the Big Trout Lake watershed, all lands and waters within KI territory continue to be subject to a moratorium on all industrial uses. This moratorium will remain in place unless it is lifted by a community moratorium and Band Council Resolution, and at a minimum until KI has completed contaminants research, source identification, cleanup, restitution, and community healing, full land use and occupancy research, traditional ecological knowledge collection, indigenous side research, land use planning and designation, internal community vision processes, codification and implementation of KI laws, protocols, and regulations. At all times the use of KI lands and waters, and any decision relating to them, will be subject to a requirement for free, prior, and informed consent from our community following our own laws and processes.

The continued protection of the watershed by the community will enable us to maintain, restore, and rebuild our relationship to the land and water within our homeland which in turn will facilitate the healing of the cultural and spiritual impacts that occurred as a result of colonization within our homeland.



## **ENFORCEMENT**

KI will implement and enforce this declaration under our own authority and responsibility given to us by the Creator, and consistent with our duty to care for the water as the sacred source of all life. Decisions will be made by KI Chief and Council under the direction of our elders and in consultation with our community. These decisions will be implemented by the KI Lands and Environment Unit and by the community as a whole.

We call on the governments of Ontario and Canada to fully recognize and respect this declaration.



In particular we call on the governments and corporations to immediately:

- Recognize and respect KI protection of the Big Trout Lake and Fawn River watersheds and commit not to grant any industrial use permits in the watersheds;
- Recognize and respect KI's moratorium on industrial uses of our entire territory;
- Withdraw all KI territory, starting with the watersheds covered in this declaration, from mineral exploration and staking until instructed to do otherwise. Annul any existing mining claims on KI territory;
- Require KI's free, prior, and informed consent before any landuse or water use decision, permits, and activities, including mining exploration at the earliest stages anywhere on our homelands;
- Fund KI contaminants research, source identification, cleanup, restitution, and community healing;
- Fund KI's full landuse and occupancy research, traditional ecological knowledge collection, indigenous side research, internal community processes, codification of KI laws, protocols, and regulations, land use planning and designation;
- Respect KI protocols on ownership and control of information related to KI territory and knowledge.
- Respect and do not interfere with KI traditional and contemporary landuses and occupancy including fishing, hunting, trapping, gathering food, medicine, and materials, travel and occupancy;
- Fund KI monitoring and enforcement team to implement KI laws, protocols, and regulations on KI lands. This should replace MNR monitoring and enforcement and should be at a level of funding greater than or equal to that devoted to the MNR.

- Funding KI's initiatives in sustainable and culturally appropriate economic development.
- Make all existing data on KI lands, geography, ecology, wildlife, hydrology, geology, meteorology, and other western scientific information on KI territory freely and easily available to KI. Require KI consent before sharing this information with any other entity, or collecting new information. Follow KI rules for the gathering use, and sharing of KI traditional ecological knowledge, and other knowledge on KI territory.

- Commit to never again criminalize, sue, arrest, or detain KI people for acting in defence of our lands, water, environment, and rights.



This declaration arises from our deep spiritual relationship with our watershed and it will live forever. It may only be amended by a Band Council Resolution respecting the result of a proper community referendum. The referendum must follow a proper information and participation process, respect the wisdom and guidance of the elders, have a participation rate, and level of support that is equal to or greater than the referendum that approved this Declaration.

We acknowledge that there are areas within our territory where we share landuse with our neighboring Indigenous communities. We will continue to respect this ongoing shared traditional use and occupancy with our relations according to our system of kinship that are in place and at work. It is the externally imposed systems and pressures that cause disunity.

We call on our neighbors to endorse and respect this declaration, and we invite you to meet with us to discuss ways that we can work together to honour our duty to protect the water in this area in the face of external threats from the government and corporations.

We call on our supporters to recognize and respect this declaration. We call on you to fulfill your duty as treaty people to take action, under our direction, to hold your governments accountable to respecting this declaration. Please stand with us as we assert and implement our Indigenous Laws and responsibilities. Together we can protect this sacred water for all people, all animals, all plants and all life.

Any government or corporation who seeks to violate this declaration will have to face the people of Kitchenuhmaykoosib Inninuwug and our supporters.

