

Wiikwemkoong Unceded Territory
A'ki Miinwa Enoodewiziimgak
Genwendgik
Naaknigewin

2nd Draft

Note: **This document is not final.
It is a draft A'ki Naaknigewin prepared for community
consultation. It will change as comments from
Wiikwemkoong Anishinaabek are received and
improvements made.**

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WIIKWEMKOONG UNCEDED TERRITORY A'KI NAAKNIGEWIN

Preamble

Mii manda enweyiing, Ngo dwe waangizid anishinaabe

This is our language and who we are, all of our tribes in our nations

Debenjiged gii'saan anishinaaben akiing, Giibi dgwan gaadeni mnidoo waadziwin

Creator place the Anishinabek on the earth, along with the gift of spirituality

Shkode, nibi, aki, noodin giibi dgoosdonaan wii naagdowendmaang maampii shkagmigaang

Here on mother earth, there were gifts given to the Anishinaabe to look after: fire, water, earth and wind

Debenjiged gii miinaan gechtwaa wendaagog Anishinaaben waa naagdoonjin ninda niizhaaswi kino maadwinan

The creator also gave the Anishinaabe seven sacred gifts to guide them.

Zaagidwin, debwewin, mnaadendmowin, nbwaakawin, dbaadendiziwin, gwekwaadziwin, miinwa aakedhewin

They are: Love, Truth, Respect, Wisdom, Humility, Honesty and Bravery

Debenjiged kiimiingona dedbinwe wi naagdowendiwin

Creator gave us sovereignty to govern ourselves

Ka mnaadendaanaa gaabi zhiwebag, miinwa nango megwaa ezhwebag, miinwa geyaabi waa ni zhiwebag.

We respect and honour the past, present and future

WIIKWEMKOONG UNCEDED TERRITORY A'KI NAAKNIGEWIN

Preamble

Indigenous Territory is all of North America and have over time saw a need to share and live in harmony with all beings.

Whereas We are Wiikwemkoong Anishinaabek. Our home is Odawa Mnis, Three Fires Confederacy and surrounding Islands. Our lands are Unceded and have never been surrendered to any government.

We have retained these lands collectively for our future generations, so they can continue to be Anishinaabe. We have not relinquished any of our rights to any of the lands in the Great Lakes Basin to any Nation. We continue to govern and protect ourselves and the waters, air, and lands including the Islands, as our ancestors have since time immemorial.

And Whereas the Wiikwemkoong Unceded Territory has a profound relationship with the Land that is rooted in respect for the spiritual value of the Earth and the gifts of the Creator and has a deep desire to preserve their relationship with the Land;

Whereas Under the Jurisdiction and Authority of the Wiikwemkoong Gchi-Naaknigewin, Ogimaa and Council ensures the protection of the Wiikwemkoong Anishinaabek rights, freedoms and liberties.

Whereas Under the Governance of the Wiikwemkoong Gchi-Naaknigewin, Ogimaa and Council may delegate its authority or part of it to other Wiikwemkoong entities in a manner consistent with Wiikwemkoong laws under the condition that the entity remains accountable to Ogimaa and Council.

The Wiikwemkoong A'ki-Naaknigewin will ensure the protection of our lands and rights, both as individuals and as a collective. The Wiikwemkoong A'ki-Naaknigewin is the land and natural resources law of the Anishinaabek of Wiikwemkoong and was ratified in _____20_____

And Whereas the *Framework Agreement on First Nation Land Management* provides the option to Wiikwemkoong Unceded Territory 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 Wiikwemkoong Anishinaabek;

And Whereas Wiikwemkoong Unceded Territory continues to govern its Land and resources under the *Wiikwemkoong Unceded Territory A'ki Naaknigewin*, rather than having its Land and resources managed on its behalf under the *Indian Act*;

And Whereas the *Framework Agreement on First Nation Land Management* is ratified as per the terms outlined in the Wiikwemkoong Unceded Territory Gchi-Naaknigewin for the Wiikwemkoong Unceded Territory A'ki Naaknigewin.

NOW THEREFORE, THIS A'KI NAAKNIGEWIN IS HEREBY ENACTED AS THE FUNDAMENTAL A'KI NAAKNIGEWIN OF THE WIIKWEMKOONG UNCEDED TERRITORY.

PART 1 PRELIMINARY MATTERS

1. Interpretation

Interpretation

1.1 In this *A'ki Naaknigewin*:

- (a) the *A'ki Naaknigewin* will be interpreted in a fair, large and liberal manner consistent with our culture and tradition;
- (b) all references to a time period of days means consecutive days and not business days;
- (c) 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;
- (d) where the time limited for the doing of an act in the Wiikwemkoong Unceded Territory 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;
- (e) the principles set out in the Preamble to this *A'ki Naaknigewin* may be used to interpret this *A'ki Naaknigewin*.

Culture and traditions

- 1.2 The structures, organizations and procedures established by or under this *A'ki Naaknigewin* shall be interpreted in accordance with the culture, traditions and customs of the Wiikwemkoong Unceded Territory.

Language

- 1.3 The language of the Wiikwemkoong Unceded Territory may be used to clarify the meaning of any provision in this *A'ki Naaknigewin*, if the meaning of that provision is not otherwise clear in English.

Consistency with *Framework Agreement*

- 1.4 If there is an inconsistency or conflict between this A'ki Naaknigewin and the *Framework Agreement*, the Wiikwemkoong Unceded Territory Gchi-Naaknigewin will prevail to the extent of the inconsistency or conflict.

Paramountcy

- 1.5 If there is an inconsistency or conflict between this *A'ki Naaknigewin* and any other enactment of the Wiikwemkoong Unceded Territory including a by-law enacted under section 81 of the *Indian Act*, this *A'ki Naaknigewin* prevails to the extent of the inconsistency or conflict.

Rights not affected

- 1.6 This *A'ki Naaknigewin* does not change:
- (a) any Aboriginal, Treaty, inherent rights or other rights or freedoms that pertain now or in the future to the Wiikwemkoong Unceded Territory or its Wiikwemkoong Anishinaabek; or
 - (b) the fiduciary relationship between Canada and Wiikwemkoong Unceded Territory and its Wiikwemkoong Anishinaabek; or
 - (c) the by-law powers of Council pursuant to the *Indian Act*.

Lands and Interests affected

- 1.7 A reference to Land in this *A'ki Naaknigewin* 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 but not limited to:
- (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources in and of that Land, to the extent that these are under the jurisdiction of Canada;
 - (b) all the Interests and Licences granted by Canada listed in the Individual Agreement; and
 - (c) all the Interests, Licences and Permits granted by Wiikwemkoong Unceded Territory after this *A'ki Naaknigewin* comes into effect.

Eligible Reserve Land

- 1.8 Only Land that is a reserve of the Wiikwemkoong Unceded Territory is eligible to be governed by Wiikwemkoong Unceded Territory as Land under this *A'ki Naaknigewin*.

2. Purpose

Purpose

- 2.1 The purpose of this *A'ki Naaknigewin* is to set out the principles, rules and administrative structures that apply to Wiikwemkoong Unceded Territory and by which the Wiikwemkoong Unceded Territory will exercise authority over that Land in accordance with the Wiikwemkoong Gchi-Naaknigewin.

3. Description of Wiikwemkoong Unceded Territory

Wiikwemkoong Unceded Territory

- 3.1 The Wiikwemkoong Unceded Territory has always maintained our Territory as all lands within the watershed of the Great Lakes. Wiikwemkoong leadership and has never signed treaties relinquishing the Wiikwemkoong Unceded Territory. In 1836, Wiikwemkoong signed the Manitoulin Treaty that In 1968 an amalgamation took place to include the Point Grondine # 3 Reserve and South Bay West Band. The description of Wiikwemkoong Unceded Territory has never been surveyed. **The survey of today** has been completed to meet the requirement of the Framework Agreement only. The survey outlines where Wiikwemkoong Unceded Territory Anishinabek commonly use, frequent and reside and does not lay out the true boundaries of Wiikwemkoong Unceded Territory.

Description of Land

- 3.2 The Wiikwemkoong Unceded Territory includes all reserve Lands described in Appendix "A" of this *A'ki Naaknigewin* and any other reserve Lands or Interests of the Wiikwemkoong Unceded Territory that are made subject to this *A'ki Naaknigewin* by resolution.

Additional Lands

- 3.3 Council will hold a meeting of Wiikwemkoong Anishinaabek prior to amendment of the description of Wiikwemkoong Unceded Territory subject to this *A'ki Naaknigewin* and Individual Agreement.

- (a) Any fee simple properties that Wiikwemkoong Unceded Territory has acquired
- (b) The Islands Claim
- (c) And any other lands or islands through settlement agreements

PART 2

WIIKWEMKOONG UNCEDED TERRITORY LEGISLATION

4. Law-Making Powers

Council may make Laws

- 4.1 Council may, in accordance with Wiikwemkoong Unceded Territory Gchi-Naaknigewin, make other laws respecting:
- (a) the development, conservation, protection, management, use and possession of Wiikwemkoong Unceded Territory;
 - (b) Interests and Licences in relation to Wiikwemkoong Unceded Territory; and
 - (c) any matter necessary or ancillary to the making of A'ki Naaknigewin in relation to the Wiikwemkoong Unceded Territory.

Examples of other Laws

- 4.2 For greater certainty, Council may make 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 Wiikwemkoong Unceded Territory;
 - (c) environmental management assessment and protection;
 - (d) provision of local services in relation to Wiikwemkoong Unceded Territory and the imposition of equitable user charges;

- (e) enforcement of Wiikwemkoong Unceded Territory A'ki Naaknigewin; and
- (f) provision of services for the resolution, outside the courts, of disputes in relation to Wiikwemkoong Unceded Territory.

Regulatory Instruments

- 4.3 For greater certainty, in addition to A'ki Naaknigewin, Council may make other regulatory instruments, including rules, regulations, standards, Laws and policies.

5. Law-Making Procedure

Introduction of A'ki Naaknigewin

- 5.1 A draft law may be introduced at meeting of Ogimaa and Council: as per the Wiikwemkoong Gchi-Naaknigewin "Law-Making Process".

Urgent matters

- 5.2 Council may enact a law without the preliminary steps ordinarily required, if Council is of the opinion that the law is needed urgently for public health and safety or to protect Wiikwemkoong Unceded Territory or the Wiikwemkoong Anishinaabek however this law expires one hundred and twenty (120) days after its enactment unless re-enacted in accordance with the required preliminary steps.

6. Publication of A'ki Naaknigewin

Publication

- 6.1 A A'ki Naaknigewin will be:
 - (a) published in the minutes of the Council meeting at which it was enacted;
 - (b) posted, 14 days after enactment, in a location within the administrative office of Wiikwemkoong Unceded Territory accessible to all Wiikwemkoong Anishinaabek;
 - (c) published online; and

- (d) published by any additional method as identified in Wiikwemkoong Unceded Territory Community Consultation Policy (draft) and/or as Council may consider appropriate.

Registry of A'ki Naaknigewin

- 6.2 Ogimaa and Council will direct to be kept, at the administrative offices of the Wiikwemkoong Unceded Territory, a register of all laws and resolutions, including laws and resolutions that have been repealed or are no longer in force.

Copies for any Person

- 6.3 Any person may obtain a copy of a A'ki Naaknigewin or resolution during regular business hours at the Wiikwemkoong Unceded Territory Administration Office

7. Enforcement of A'ki Naaknigewin

Enforceability of A'ki Naaknigewin

- 7.1 To enforce its *A'ki Naaknigewin*, Wiikwemkoong Unceded Territory will have the power to:
 - (a) establish a Judicial Panel for a Dispute Resolution
 - (b) establish offences that are punishable on summary conviction;
 - (c) provide for fines, imprisonment, restitution, community services, and alternate means for achieving compliance;
 - (d) establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
 - (e) enter into agreements with provincial or municipal governments with respect to any matter concerning the enforcement of its A'ki Naaknigewin.

Prosecuting Offences

- 7.2 For the purpose of prosecuting offences, in accordance with Wiikwemkoong Unceded Territory Gchi-Naaknigewin 6.0 Enforcement of Wiikwemkoong Laws, Wiikwemkoong Unceded Territory may:

- (a) retain its own prosecutor; and
- (b) make laws with respect to the appointment and authority of justices of the peace.

PART 3

INTERESTS AND LICENCES IN LAND & NATURAL RESOURCES

8. Registration of Interests and Licences

Enforcement of Interest and Licences

- 8.1 An Interest or Licence in Wiikwemkoong Unceded Territory Land created or granted after this *A'ki Naaknigewin* takes effect is not enforceable unless it is registered in the Wiikwemkoong Unceded Territory Land Registry.

Registration of Consent or approval

- 8.2 An instrument granting an Interest, Permit or Licence in Wiikwemkoong Unceded Territory that requires the consent of Ogimaa and Council, or community approval, will include a document indicating that the applicable consent or approval has been obtained.

Duty to deposit

- 8.3 A copy of the following instruments will be deposited in the First Nation Lands Register: (initially, until such time the Wiikwemkoong develops their own Land Registry)
- (a) any grant of an Interest, Permit or Licence in Wiikwemkoong Unceded Territory;
 - (b) any transfer or assignment of an Interest, Permit or Licence in Wiikwemkoong Unceded Territory;
 - (c) every Land use plan, subdivision plan or resource use plan;
 - (d) every A'ki Naaknigewin: and

(e) this *A'ki Naaknigewin* and any amendment to this *A'ki Naaknigewin*.

9. Limits on Interests and Licences

All dispositions in writing

9.1 An Interest, Permit or Licence in Wiikwemkoong Unceded Territory may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *A'ki Naaknigewin* and any relevant land law.

Standards

9.2 The Wiikwemkoong Economic Resources Committee will, subject to the approval of Ogimaa and Council, establish the mandatory standards, criteria and forms for Interests, Permit and Licences and caveats in Wiikwemkoong Unceded Territory.

Improper Transactions void

9.3 A deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which the Wiikwemkoong Unceded Territory, and/or any other person purports to grant, dispose of, transfer or assign an Interest, Permit or Licence in Wiikwemkoong Unceded Territory after the date this *A'ki Naaknigewin* takes effect is void if it contravenes this *A'ki Naaknigewin*.

10. Existing Interests

Continuation of existing Interests and Licences

10.1 Any Interest Permit or Licence in Wiikwemkoong Unceded Territory that existed when this *A'ki Naaknigewin* takes effect will, subject to this *A'ki Naaknigewin*, continue in force in accordance with its terms and conditions or until a transaction is made.

Voluntary replacement of existing Interests and Licences

10.2 For greater certainty, Interests, Permits or Licences previously issued under the *Indian Act* shall continue in effect after the coming into force of this *A'ki Naaknigewin* unless the Wiikwemkoong Anishinaabek or non-

member (leasee) voluntarily agrees to have the Interest or Licence replaced by a new Interest or Licence.

Replacing the role of the Minister

10.3 Immediately upon the coming into force of this *A'ki Naaknigewin*, Canada transfers to Wiikwemkoong Unceded Territory all the rights and obligations of Canada as grantor in respect of existing Interests, Permits and Licences in or in relation to Wiikwemkoong Unceded Territory.

Unregistered Interests

10.4 A policy will be established as soon as practical after the coming into force of the *A'ki Naaknigewin* to accommodate unregistered Interests.

11. New Interests Permits and Licences

Authority to make Dispositions

11.1 Ogimaa and Council may, in accordance with this A'ki Naaknigewin as per Department of Lands and Natural Resources Regulations, Policies and Procedures, on behalf of Wiikwemkoong Unceded Territory, grant:

- (a) Interests and Licences in Wiikwemkoong Unceded Territory, including but not limited to, Wiikwemkoong Unceded Territory land title certificate, allocations, leases, permits, easements and rights-of-ways; and
- (b) Licences to take natural resources from Wiikwemkoong Unceded Territory, including but not limited to, cutting timber or removing minerals, stone, sand, gravel, clay, soil, water or other substances.

Regulations, Policies and procedures for allocation of Land

11.2 Subject to the provisions of this *A'ki Naaknigewin*, *Ogimaa and Council* in consultation with the Wiikwemkoong Lands & Resources Committee will establish A'ki Naaknigewin, regulations, policies and procedures for the allocation of Land.

Role of the Wiikwemkoong Lands & Resources Committee

11.3 The Wiikwemkoong Lands & Resources Committee will recommend to Ogimaa and Council on the granting of Interests, Permits or Licences and may be authorized to act as a delegate of Ogimaa and Council under this section.

12. Allocation of Land to Wiikwemkoong Anishinaabek

Allocation of Land

- 12.1 In accordance with this WUT A'ki Naaknigewin, Department of Lands and Natural Resources shall have the authority to allocate the following:
- (a) **Land Title Certificate**- allotment of land for the purpose of a Residential Purposes
 - (b) **Cottage Lot Permit**- allotment of land for the purpose of a cottage lot to be reviewed every 5 years for compliance of applicable building and environmental policies.
 - (c) **Cottage Lot Lease**- to be reviewed of existing cottage lot leases. To be renewed every 5 years for compliance of applicable building and environmental policies.
 - (d) **Commercial Lot Lease**- allotment of land for the purpose of commercial activity. Subject to conditions to be identified in the lease agreement.
 - (e) **Easement/Right of Way Permit**- allotment of land for the purpose of utility services or road access. To be renewed every 5 years.

No allocation of Land to non-Band Member

- 12.2 A person who is not a Wiikwemkoong Anishinaabek is not entitled to be in Lawful Possession of land or to hold a permanent Interest in Wiikwemkoong Unceded Territory.

Conditional grant

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

13. Interests of Non-Band Members

Grants to non-Band Members

- 13.1 A Lease, sub-lease or Licence in Wiikwemkoong Unceded Territory to a person who is not a member will not be effective unless and until it is confirmed by a resolution of Ogimaa and Council in accordance with this A'ki Naaknigewin.

14. Certificates of Possession or Wiikwemkoong Anishinaabek Interests

Application

- 14.1 For greater certainty, certificates of possession or Interests previously issued under the *Indian Act* will continue to exist after the coming into force of this *A'ki Naaknigewin*.
- 14.2 Wiikwemkoong Anishinaabek may exchange their current certificate of possession to the new **Wiikwemkoong Land Title Certificate** under this *A'ki Naaknigewin*; further the Rights of Possession will be stated on Wiikwemkoong Land Title Certificate.

15. Transfer and Assignment of Existing Interests

Transfer of Wiikwemkoong Anishinaabek Interest

- 15.1 A Wiikwemkoong Anishinaabek may transfer or assign an Interest in Wiikwemkoong Unceded Territory to another Wiikwemkoong Anishinaabek without community approval or the consent of Ogimaa and Council. These transfers must be documented in accordance with this *A'ki Naaknigewin*.

Consent of Council

- 15.2 A Wiikwemkoong Anishinaabek may not create a lease or assign an existing interest into a lease to a non member without consent from Ogimaa and Council,
- 15.3 There will be no transfer or assignment of an interest in Wiikwemkoong Unceded Territory without the written consent of Ogimaa and Council, except for:
 - (a) transfers between Wiikwemkoong Anishinaabek;
 - (b) transfers that occur by operation of law, including transfers of estate by testamentary disposition; and
 - (c) transfers in accordance with the WUT Matrimonial Real Property Law.

16. Limits on Mortgages and Seizures

Protections

16.1 In accordance with the *Framework Agreement*, the following provisions of the *Indian Act*, as amended from time to time, continue to apply to the Wiikwemkoong Unceded Territory:

- (a) section 29; Exemption from seizure
Reserve lands are not subject to seizure under legal process.
R.S., c. I-6, s. 29.
- (b) section 87; Property exempt from taxation
- 87 (1) Notwithstanding any other Act of Parliament or any Act of the legislature of a province, but subject to section 83 and section 5 of the [*First Nations Fiscal Management Act*](#), the following property is exempt from taxation:
 - (a) the interest of an Indian or a band in reserve lands or surrendered lands; and
 - (b) the personal property of an Indian or a band situated on a reserve.
 - Idem
- (2) No Indian or band is subject to taxation in respect of the ownership, occupation, possession or use of any property mentioned in paragraph (1)(a) or (b) or is otherwise subject to taxation in respect of any such property.
- Idem
- (3) No succession duty, inheritance tax or estate duty is payable on the death of any Indian in respect of any property mentioned in paragraphs (1)(a) or (b) or the succession thereto if the property passes to an Indian, nor shall any such property be taken into account in determining the duty payable under the [*Dominion Succession Duty Act*](#), chapter 89 of the Revised Statutes of Canada, 1952, or the tax payable under the [*Estate Tax Act*](#), chapter E-9 of the Revised Statutes of Canada, 1970, on or in respect of other property passing to an Indian.
- R.S., 1985, c. I-5, s. 87;
 - 2005, c. 9, s. 150;
 - 2012, c. 19, s. 677

(c) Restriction on mortgage, seizure, etc., of property on reserve

89 (1) Subject to this Act, the real and personal property of an Indian or a band situated on a reserve is not subject to charge, pledge, mortgage, attachment, levy, seizure, distress or execution in favour or at the instance of any person other than an Indian or a band.

Exception

(1.1) Notwithstanding subsection (1), a leasehold interest in designated lands is subject to charge, pledge, mortgage, attachment, levy, seizure, distress and execution.

(d) Sub-section 89(2). Conditional sales

(2) A person who sells to a band or a member of a band a chattel under an agreement whereby the right of property or right of possession thereto remains wholly or in part in the seller may exercise his rights under the agreement notwithstanding that the chattel is situated on a reserve.

- R.S., 1985, c. I-5, s. 89;
- R.S., 1985, c. 17 (4th Supp.), s. 12.

Mortgage of Allocated Land

16.2 The Interest of a Wiikwemkoong Anishinaabek in Wiikwemkoong Unceded Territory may be subject to a mortgage or charge, but only to a Wiikwemkoong Anishinaabek or, the Wiikwemkoong Unceded Territory with the express written consent of Ogimaa and Council.

Mortgages of
leasehold Interests
with consent

16.3 A leasehold Interest may be subject to charge or mortgage, but only with the express written consent of Ogimaa and Council and in accordance with this A'ki Naaknigewin.

Time limit

16.4 The term of any charge or mortgage of a leasehold Interest will not exceed the term of the lease.

Default in mortgage

16.5 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 Ogimaa and Council;
- (b) the charge or mortgage was registered in the First Nation Lands Register; and until such time Wiikwemkoong develops their own Lands Register;
- (c) a reasonable opportunity to redeem the charge or mortgage is given to Ogimaa and Council on behalf of Wiikwemkoong Unceded Territory.

Power of redemption

- 16.6 Subject to prior redemption by the lessee or Wiikwemkoong Anishinaabek, Ogimaa and Council may redeem the charge or mortgage from the charger or mortgagor in possession and will thereupon acquire all the rights and Interests of the charger or mortgagor and of the lessee or Wiikwemkoong Anishinaabek for all purposes after the date of the redemption.

Waiver of redemption

- 16.7 Ogimaa and Council may waive its right to redemption for any charge or mortgage of a leasehold Interest or Licence.

17. Transfers on Death

Indian Act application

- 17.1 Until Wiikwemkoong Unceded Territory exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* dealing with current wills and estates will continue to apply with respect to existing Interests in Wiikwemkoong Unceded Territory.

Registration of transfer

- 17.2 A person who receives an Interest in Wiikwemkoong Unceded Territory 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 or until such Wiikwemkoong develops their own Land Register.

Disposition of Interest

- 17.3 If no provision has been made by the deceased Wiikwemkoong Anishinaabek of the disposition of the Interest to another Wiikwemkoong Anishinaabek, the following rules apply:

- (a) the Minister or his or her delegate may make application to Ogimaa and Council requesting that an instrument evidencing lawful possession or occupation of Wiikwemkoong Unceded Territory be issued; or
- (b) a Wiikwemkoong Unceded Territory Land Title Certificate for an Interest or other instrument may be issued in accordance with procedures established by Ogimaa and Council, or application of the Minister or his or her delegate, if the beneficiary or purchaser is a Wiikwemkoong Anishinaabek of the Wiikwemkoong Unceded Territory.

18. Matrimonial Real Property on Reserve Law

Development of rules
and procedures

- 18.1 Wiikwemkoong Unceded Territory has established a Matrimonial Real Property Law to promote the best interests, protection, and wellbeing of the Wiikwemkoong Unceded Territory in determining the rights and interests of Wiikwemkoong Anishinaabek and their spouses and children that reside within Wiikwemkoong Unceded Territory upon separation, divorce, or death.

PART 4
PERMITS, REVENUE AND DESIGNATION OF LAND

18.2 Allocation of Permits for the purpose of Land for Natural Resources or Agricultural Purposes or other

Allocation of land for Natural Resources

18.3 In accordance with this *A'ki Naaknigewin the Wiikwemkoong Unceded Territory Department of Lands and Natural Resources will have the authority to allocate the following:*

- (a) **Aggregate Permit-** for the purpose of extraction of aggregate from a pit or quarry on land designated by Wiikwemkoong Unceded Territory. To be renewed annually, subject to terms and conditions identified on permit.
- (b) **Agricultural Permit-** granting of permits for the purpose of agriculture operations. Annual granting or term renewal pending degree of agricultural operations.
- (c) **Allowable Annual Timber Harvest Permit-** granting of an annual allowable timber allocation for Wiikwemkoong Unceded Territory. Individual Timber permits will be issued by the Department of Lands & Natural Resources to Wiikwemkoong Anishinabek who have attained harvest equipment certification.
- (d) **Aqua-cultural Permit-** granting of permits for the purpose of cage pen aqua-cultural operations. To be renewed every 5 years pending successful implementation of terms and conditions identified in permit.
- (e) **Exploratory Permit-** for the purpose of exploration for development, production or future use of surface or subsurface resources.
- (f) **Fisheries Permit-** granting of a shoreline fishing permit or Point Grondine Park fishing permit to non-band members within identified lakes and/or shoreline areas of Wiikwemkoong Unceded Territory. To be issued by the Department of Lands & Natural Resources.
- (g) Other special permit as determined by WUT WLNR Committee and/or Ogimaa and Council

19 Revenue from Land and Natural Resources

Determination of fees and rent

- 19.1 The Wiikwemkoong Economic Resources Committee will, subject to the approval of Ogimaa and Council, establish the process and recommend any A'ki Naaknigewin, rules and policies in accordance with the Wiikwemkoong Unceded Territory Department of Lands and Natural Resources Fee Schedule Policy or determining:
- (a) the fees and rent for Interests, Permits and Licences in Wiikwemkoong Unceded Territory;
 - (b) the fees for services provided in relation to any Wiikwemkoong Unceded Territory; and
 - (c) the fees and royalties to be paid for the taking of natural resources from Wiikwemkoong Unceded Territory.

20 Designation of Land

Designation of lands for community purposes, preservation, protection, recreational or park

- 20.1 In accordance with this *A'ki Naaknigewin and as identified in the Land Use Plan*:
- (a) **Community Infrastructure-** designation of land for community works or other Wiikwemkoong Unceded Territory purposes, including but not limited to a fire hall, sewage or water treatment facility, community center, public works, utilities, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.
 - (b) **Recreational Designation-** designation of land for the purpose of recreational use.
 - (c) **Park Designation-** designation of land for the purpose of eco-wilderness park.
 - (d) **Protection of Land Designation-** designation of land for the purpose of archaeological values, cultural values protection, burial sites,

heritage values, conservation areas (Species at Risk, Medicinal Plants) or wilderness/ecological protection.

21 Residency and Access Rights

Right of residence

21.1 Wiikwemkoong Unceded Territory has established a Residency Law that defines residency on WUT and approvals and regulations for Residents.

Right of Access

21.2 Individual(s) may have access to Wiikwemkoong Unceded Territory for any social or business purposes, if:

- (a) Individual(s) does not trespass on occupied Land and does not interfere with any Interest in Land;
- (b) Individual(s) may have access to pass thru WUT personal land property to get from one (1) point to the other without damaging or interfering with the land
- (c) Individual(s) complies with all applicable laws; and
- (d) no resolution has been enacted banishing that person.

Use of Roads

21.3 Any person may access Wiikwemkoong Unceded Territory public roads, as defined Wiikwemkoong Unceded Territory Department of Lands and Natural Resources policy and subject to this *A'ki Naaknigewin*.

Trespass

21.4 Any person, who resides on, enters or remains on Wiikwemkoong Unceded Territory, other than in accordance with a residence or access right under this *A'ki Naaknigewin*, is trespassing and guilty of an offence.

Civil remedies

All civil remedies for trespass are preserved.

PART 5 COMMUNITY MEETINGS AND APPROVALS

22 Participation of Wiikwemkoong Anishinaabek

Participation of

- 22.1 Wiikwemkoong Anishinaabek are entitled to participate in the community meetings.

23 Participation of Eligible Voters

Participation of Eligible Voters

- 23.1 Eligible Voters are Wiikwemkoong Anishinaabek who has attained the age of 18 years by or on the date of the vote.

24 Meeting of Wiikwemkoong Anishinaabek and Approval Procedure

Notice of meeting

- 24.1 Ogimaa and Council will give written notice of the meeting (as per the WUT communication and community engagement strategy) of Wiikwemkoong Anishinaabek and any matter requiring community approval at a meeting of Wiikwemkoong Anishinaabek, and include but not limited to, 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 Ogimaa and Council considers appropriate.

Manner of notice

- 24.2 The notice will be given to the Wiikwemkoong Anishinaabek before the meeting or vote, by:

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

Permission of Council

24.3 A person, other than Wiikwemkoong Anishinaabek, will not interfere in the affairs or community decision-making of Wiikwemkoong as per Wiikwemkoong Gchi-Naaknigewin 13.4.3.

- (a) A person, other than a Wiikwemkoong Anishinaabek, authorized by Ogimaa and Council may attend a meeting of Wiikwemkoong Anishinaabek.

Informed Decision

24.4 Ogimaa and Council will schedule three public meetings of Wiikwemkoong Anishinaabek to ensure that Wiikwemkoong Anishinaabek are well informed before making a decision on a proposed law or Land matter.

25 Community Meetings of Wiikwemkoong Anishinaabek

Community Meetings

- 25.1 Ogimaa and Council will call a meeting of Wiikwemkoong Anishinaabek prior to: to any land interest (Level of impact based on the Communication and Community Engagement Strategy)
- (a) any development affecting a heritage site or an environmentally sensitive property;
 - (b) respecting any other matter, A'ki Naaknigewin or class of law that Ogimaa and Council, by Resolution, declares to be subject to this section

No Quorum

25.2 No quorum or minimum level of participation is required at a meeting of Wiikwemkoong Anishinaabek.

26 Wiikwemkoong Anishinaabek Approval

Wiikwemkoong Anishinaabek approval

26.1 Wiikwemkoong Anishinaabek approval shall be obtained for the following:

- (a) any grant or disposition of any non-renewable natural resources on any Wiikwemkoong Unceded Territory exceeding a term of five (5) years will be subject to a review every 5 years to ensure that compliance of policies and environmental standards are being met.)
- (b) any deletion of a heritage site;
- (c) any voluntary exchange of Wiikwemkoong Unceded Territory; and
- (d) any other matter, A'ki Naaknigewin or class of law that Ogimaa and Council, by resolution, declares to be subject to this section.

Utility Permits Excepted

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

Method of Voting

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

- (a) establishing polling locations;
- (b) show of hands;
- (c) mail-in ballot;
- (d) alternative voting methods, such as electronic and telephone voting;
or
- (e) any other method outlined in voting policies.

Quorum

26.4 In order to obtain a quorum for community approval, at least ten percent (10%) of Eligible Voters shall participate.

Approval by Majority

- 26.5 For community approvals, a matter shall be considered approved if a majority of fifty percent plus one (50%+1) of the Eligible Voters vote to approve the matter.

Second Community Approval Vote

- 26.6 If a quorum was not obtained at a first community approval, a second community approval vote may be called without any quorum requirement.

Approval by Majority

- 26.7 A matter shall be considered approved at a second community approval vote, if a majority of fifty percent plus one (50%+1) of the Eligible Voters vote to approve the matter.

27 Wiikwemkoong Unceded Territory Leadership Approval

Leadership Approval

- 27.1 Any Lands Committee and/or Ogimaa & Council approval will be subject to a review every 5 years to ensure that compliance of policies and environmental standards are being met.
- (a) Lands Committee
any leasing, permits and allotments on Wiikwemkoong Unceded Territory not exceeding a term of ten (10) years, with the exception of residential allotments which the committee is authorized to approve for longer terms;
 - (b) Ogimaa and Council
any leasing and allotments on Wiikwemkoong Unceded Territory that are from ten (10) years to ninety-nine (99) years.

PART 6 ACQUISITION AND EXCHANGE OF LAND

28. Acquisition

Acquisition by Mutual Agreement

28.1 The Wiikwemkoong Unceded Territory may acquire an Interest or Licence in Wiikwemkoong Unceded Territory, provided that it has made a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests that may be acquisition

28.2 An Interest or Licence in Wiikwemkoong Unceded Territory, or in any building or other structure on that Land, may only be acquired by Wiikwemkoong Unceded Territory in accordance with “WUT Acquisition Policy” in accordance with the *Framework Agreement*.

Community purposes

28.3 A community acquisition shall only be made for necessary community works or other Wiikwemkoong Unceded Territory purposes, including but not limited to a fire hall, sewage or water treatment facility, community center, public works, utilities, roads, schools, daycare facility, hospitals, health-care facility, and retirement home.

Acquisition A'ki Naaknigewin

28.4 Ogimaa and Council will follow Wiikwemkoong Unceded Territory policy respecting the rights and procedures for community acquisitions.

29 Voluntary Exchange of Wiikwemkoong Unceded Territory

Conditions for a land exchange

29.1 The Wiikwemkoong Unceded Territory may agree with another party to exchange a parcel of Wiikwemkoong Unceded Territory for a parcel of land from that other party in accordance with this *A'ki Naaknigewin* and the *Framework Agreement*.

No effect

29.2 A land exchange is of no effect unless it receives community approval in accordance with this *A'ki Naaknigewin*.

Land to be received

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

- (a) it will be equal to or greater than the area of the Wiikwemkoong Unceded Territory to be exchanged;
- (b) it will be at least comparable to the appraised value of the Wiikwemkoong Unceded Territory; and
- (c) it will become a reserve and Wiikwemkoong Unceded Territory subject to this *A'ki Naaknigewin*.

Negotiators

29.4 The person who will have authority to negotiate a land exchange agreement on behalf of the Wiikwemkoong Unceded Territory will be designated by Band Council Resolution.

Additional land

29.5 The Wiikwemkoong Unceded Territory may negotiate to receive other compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by the Wiikwemkoong Unceded Territory in fee simple or some other manner.

Federal Consent

29.6 Before the Wiikwemkoong Unceded Territory concludes a land exchange agreement, it will 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 Ogimaa and Council may specify; and
- (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Community notice

29.7 Once negotiations on the land exchange agreement are concluded, Ogimaa and Council will provide the following information to Eligible Voters at least forty two (42) days-before the vote:

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

Process of land
exchange

29.8 The land exchange agreement will 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) Ogimaa and Council must pass a band council resolution authorizing Canada to transfer title to the Wiikwemkoong Unceded Territory 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 Ogimaa and Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost to Wiikwemkoong Unceded Territory, and with full indemnification to Wiikwemkoong Unceded Territory.

PART 7 ACCOUNTABILITY

30 Conflict of Interest or Appearance of Conflict of Interest

Application of rules

30.1 The conflict of interest rules in this *A'ki Naaknigewin* apply to the following persons:

- (a) each Wiikwemkoong Anishinaabek of Ogimaa and Council who is dealing with any matter before Council that is related to Wiikwemkoong Unceded Territory;
- (b) each person who is an employee of the Wiikwemkoong Unceded Territory dealing with any matter that is related to Wiikwemkoong Unceded Territory;
- (c) each Wiikwemkoong Anishinaabek of the Dispute Resolution Panel; and
- (d) each person who is a Wiikwemkoong Anishinaabek of a board, committee or other body of the Wiikwemkoong Unceded Territory dealing with any matter that is related to Wiikwemkoong Unceded Territory.

Duty to report and abstain

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

- (a) will disclose the interest to Ogimaa and Council, or the board, committee or other body as the case may be;
- (b) will not take part in any deliberations on that matter or vote on that matter; and
- (c) will remove themselves from the proceedings.

Apparent conflict of interest

30.3 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

- 30.4 If the Board, committee or other body is unable to act due to a conflict of interest, the matter will be referred to Ogimaa and Council.

Meeting of Wiikwemkoong Anishinaabek

- 30.5 If Ogimaa and Council is unable to vote on a matter due to a conflict of interest, Ogimaa and Council may refer a matter, a proposed A'ki Naaknigewin or resolution to a community meeting of Wiikwemkoong Anishinaabek and, if a quorum of Eligible Voters is present, a majority of the Eligible Voters present at the meeting may approve the matter, A'ki Naaknigewin or resolution.

Specific Conflict situations

- 30.6 No Immediate Relatives and not more than two (2) Wiikwemkoong Anishinaabek from the same Extended Family shall be concurrent Wiikwemkoong Anishinaabek of an appointed board, committee or other body dealing with any matter that is related to Wiikwemkoong Unceded Territory. Ogimaa and Council or any other elected board, committee or body is exempt from this rule.

Disputes

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

Other laws

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

31. Financial Management

Application

- 31.1 This section applies only to financial matters relating to Wiikwemkoong Unceded Territory and its Natural resources.

Financial policies

- 31.2 Ogimaa and Council, in accordance with this *A'ki Naaknigewin*, will continue to adhere to the current Wiikwemkoong Unceded Territory financial and administrative structure, including but not limited to:

- (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 Wiikwemkoong Unceded Territory 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

31.3 Ogimaa and Council will continue to adhere to the current Wiikwemkoong Unceded Territory financial and administrative structure:

- (a) to implement all financial policies and procedures;
- (b) to oversee the day to day operational responsibilities for managing moneys related to Wiikwemkoong Unceded Territory 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 Wiikwemkoong Anishinaabek;
- (f) to present annually an audit of the financial statements to the Wiikwemkoong Anishinaabek; and
- (g) to prepare the annual report to Wiikwemkoong Anishinaabek.

32. Annual Report

Publish annual report

- 32.1 An annual report will be published, on behalf of the Wiikwemkoong Unceded Territory, on all Administrative matters, including Land & Natural Resources.

Contents

- 32.2 The annual report will include but not limited to:
- (a) an annual review of Wiikwemkoong Unceded Territory and natural resources management;
 - (b) annual budget;
 - (c) a copy and explanation of the audit as it applies to Wiikwemkoong Unceded Territory and natural resources; and
 - (d) any other matter as determined by Ogimaa and Council or Wiikwemkoong Economic Resources Committee.

33 Access to Information

Access

- 33.1 Any person may, during normal business hours at the main administrative office of the Wiikwemkoong Unceded Territory, have reasonable access to:
- (a) the register of A'ki Naaknigewin;
 - (b) the auditor's report; and
 - (c) the annual report on Land and natural resources.

Copies for Wiikwemkoong Anishinaabek

- 33.2 Any Wiikwemkoong Anishinaabek may obtain a copy of the auditor's report or annual report.

Access to records

- 33.3 Any person authorized by Ogimaa and Council may inspect the financial records of Wiikwemkoong Unceded Territory related to Wiikwemkoong Unceded Territory.

PART 8

TERRITORY AND NATURAL RESOURCES ADMINISTRATION

34 DEPARTMENT OF LANDS AND NATURAL STAFF

Administration

- 34.1 Ogimaa and Council have delegated administrative authority to the Lands and Natural Resources Manager to carry out functions necessary for day to day administrative operations of Land and natural resources.

35 Wiikwemkoong Lands & Resources Committee

Lands Committee
established

- 35.1 The Wiikwemkoong Lands & Resources Committee has been ~~is hereby~~ established by the Wiikwemkoong Gchi-Naaknigewin 7.0 Governance for the following purposes:
- (a) assist Ogimaa and Council with the development of the Land administration system;
 - (b) recommend to Ogimaa and Council and its staff on matters respecting Wiikwemkoong Unceded Territory;
 - (c) recommend laws, resolutions, policies and practices respecting Wiikwemkoong Unceded Territory to Ogimaa and Council;
 - (d) consult with on Wiikwemkoong Unceded Territory issues, and to make recommendations on the resolution of those issues to Ogimaa and Council;
 - (e) perform such other duties as may be delegated or assigned by resolution or other laws under this *A'ki Naaknigewin*.

Process to
Implement A'ki Naaknigewin

- 35.2 The Wiikwemkoong Lands & Resources Committee will follow Wiikwemkoong Gchi-Naaknigewin 5.0 Law-Making process to develop and implement A'ki Naaknigewin.

Internal procedures

- 35.3 The Wiikwemkoong Lands & Resources Committee will continue to follow the Standardized Terms of Reference established by Ogimaa and Council for the procedure at its meetings and generally for the conduct of its affairs.

PART 9 DISPUTE RESOLUTION

Note: Wiikwemkoong Unceded Territory Governance Office is currently working on Dispute Resolution process and will included here in this A'Ki Naaknigewin

36 Purpose

Intent

36.1 The intent of this part is to ensure that all persons entitled to possess, reside upon, use or otherwise occupy Wiikwemkoong Unceded Territory do so harmoniously with due respect to the rights of others and of Wiikwemkoong Unceded Territory and with access to Wiikwemkoong Unceded Territory procedures to resolve disputes.

Purpose

36.2 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.

37 Disputes

Dispute Prevention

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

Disputes Prior
to A'ki Naaknigewin

37.2 Disputes that arose before the *A'ki Naaknigewin* takes effect could also be referred to this part.

Decision of Council or Lands Committee

38.3 If a Wiikwemikoong Anishinaabek or a non-band member with an Interest in Wiikwemkoong Unceded Territory, has a dispute with respect to a decision of Ogimaa and Council or the Wiikwemkoong Lands & Resources Committee, the person will first attempt to resolve that dispute with Wiikwemkoong Lands & Resources Committee. Should the person not be satisfied with the decision of the Wiikwemkoong Lands & Resources Committee, the dispute is then presented to Ogimaa and Council. If the person is not satisfied with the decision of Ogimaa and Council, then the

dispute is presented to the Panel or until such time that a dispute resolution mechanism is passed as a WUT Policy

Settle a Dispute

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

Settlement Agreement

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

Contractual Agreement

38.6 A contractual agreement made under this *A'ki Naaknigewin* may establish that the dispute resolution outlined in this *A'ki Naaknigewin* may be mandatory or may to some degree prescribe for alternate dispute resolution processes if there is consensual agreement by the parties involved in that agreement. The dispute resolution clause which forms part of a contract will be treated as an agreement independent of the other terms of the contract.

Variation of Rules

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

Civil Remedies

38.8 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

38.9 For greater certainty, nothing in this part will be construed to prevent a party to a dispute from challenging the validity of WUT A'ki Naaknigewin, but such a challenge will proceed to Ogimaa and council as per 2.3 of WUT Gchi-Naaknigewin.

39 Processes

Staged Processes

39.1 Wiikwemkoong Unceded Territory has established a Dispute Resolution Policy under the Department of Lands and Natural Resources Program that defines this process.

PART 10 OTHER MATTERS

40 Liability

Liability Coverage

- 40.1 Ogimaa and Council will continue to arrange, maintain and pay insurance coverage for its officers and employees engaged in carrying out any matter related to Wiikwemkoong Unceded Territory to indemnify them against personal liability arising from the performance of those duties.

Extent of coverage

- 40.2 The extent of the insurance coverage shall be determined by Ogimaa and Council.

41 Offences

Application of the Criminal Code

- 41.1 Unless some other procedure is provided for by a Wiikwemkoong Unceded Territory A'ki Naaknigewin, the summary conviction procedures of part XXVII of the Criminal Code, as amended from time to time, apply to offences under this Wiikwemkoong Unceded Territory *A'ki Naaknigewin*.

Fines & Imprisonment

- 41.2 Unless some other procedure is provided for by a Wiikwemkoong Unceded Territory A'ki Naaknigewin, any person who commits an offence under this *A'ki Naaknigewin* or any other Wiikwemkoong Unceded Territory law is liable to a fine identified in the Department of Lands and Natural Resources Fees Schedule Policy, provided however, that offences related to Wiikwemkoong Unceded Territory environmental protection laws may carry penalties consistent with similar environmental protection laws in force in Canada.

42 Revisions to the Wiikwemkoong Unceded Territory A'ki Naaknigewin

Revisions

- 42.1 A ratification vote is not required for revisions made to this *A'ki Naaknigewin* that do not change the substance of this *A'ki Naaknigewin*. Ogimaa and Council may, from time to time, arrange and revise this *A'ki Naaknigewin*. Revisions include but not limited to:
- (a) an amendment of the description of Wiikwemkoong Unceded Territory subject to this *A'ki Naaknigewin* and Individual Agreement;
 - (b) a reference in this *A'ki Naaknigewin* to a clause in another act or document that was amended and resulted in clause renumbering;
 - (c) a reference in this *A'ki Naaknigewin* to an Act or parts thereof that have expired, have been repealed or suspended;
 - (d) changes in this *A'ki Naaknigewin* 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 Wiikwemkoong Unceded Territory without changing the substance of this *A'ki Naaknigewin*; and
 - (f) correct editing, grammatical or typographical errors.

43. Commencement

Preconditions

- 43.1 This *A'ki Naaknigewin* will take effect if the community approves this Wiikwemkoong Unceded Territory *A'ki Naaknigewin* and the Individual Agreement with Canada and this *A'ki Naaknigewin* has been certified by the verifier pursuant to the *Framework Agreement*.

Commencement date

- 43.2 This Wiikwemkoong Unceded Territory *A'ki Naaknigewin* will take effect on the first day of the month following the certification of this *A'ki Naaknigewin* by the verifier.

44. Definitions

Clarification

44.1 Any words or terms used in this Wiikwemkoong Unceded Territory *A'ki Naaknigewin* which are defined in the *Framework Agreement* shall have the same meaning as in the Wiikwemkoong Unceded Territory Gchi-Naaknigewin.

Definitions

44.2 The following definitions apply in this Wiikwemkoong Unceded Territory *A'ki Naaknigewin*:

“Canada” means Her Majesty the Queen in Right of Canada;

“Caveat” means a warning or proviso of specific stipulations, conditions, or limitations

“Common-Law Relationship” means the relationship between 2 people who are not married but live together for a continuous 12-month period in a marriage-like relationship, and includes same-sex relationships;

“Community Land” means any Wiikwemkoong Unceded Territory in which all Wiikwemkoong Anishinaabek have a common interest;

“Council” means the Ogimaa and Council of the Wiikwemkoong Unceded Territory;

“Eligible Voter” means, a registered of the Wiikwemkoong Unceded Territory who has attained the age of 18 years by or on the date of the vote;

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

“Fee Simple” means a permanent and absolute tenure of an estate in land with freedom to dispose of at will, especially in full fee simple absolute a free hold tenure, which is the main type of land ownership,

“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*;

“*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 Wiikwemkoong Unceded Territory on **[insert date]**;

“Heritage Site” means is a landmark or area which is selected by WUT as having cultural, historical, scientific, or other form of significance and is legally protected by WUT Aki Naaknigewin

“Immediate Relatives”, in respect of a person, means the person’s parent, sister, brother, child, and Spouse;

“Individual Agreement” means the Individual Agreement made between Wiikwemkoong Unceded Territory and Canada in accordance with section 6.1 of the *Framework Agreement*, as amended from time to time;

“Idem”, used in citations to indicate an author or work that has just been mentioned

“Instrument”,----

“Interest”, in relation to First Nation Land, means any Interest, right or estate of any nature in or to that Land, including a certificate of possession, (include new title later) certificate of entitlement, lease, easement, right of way, but does not include title to that Land;

“Economic and Resources Committee” means the Wiikwemkoong Unceded Territory Department of Economic and Resources Committee established under *Wiikwemkoong Unceded Territory Gchi-Naaknigewin*, section 7.0 Governance;

“Licence” in relation to Wiikwemkoong Unceded Territory Land, means any right of use or occupation of that Land, other than an Interest in the Land;

“Purports” means appear or claim to be or do something, especially falsely; profess

“Riparian rights” means a system for allocating water among those who possess land along its path

“Spouse” means a person who is married to another, whether by a traditional, customary, religious or civil ceremony, and includes a Common-Law Partner.

“Wiikwemkoong Anishinaabek” means a person whose is a registered Wiikwemkoong Anishinaabek of the Wiikwemkoong Unceded Territory and whose name appears on the Wiikwemkoong Anishinaabek List in accordance with the Wiikwemkoong Gchi-Naaknigewin and Wiikwemkoong Unceded Territory law and, until Wiikwemkoong passes its Wiikwemkoong Anishinaabek Law, it includes members on the Band List as defined under the Indian Act;

“Wiikwemkoong Unceded Territory” means the Wiikwemkoong Unceded Territory and its, which is situated on the east end of Manitoulin Island Ontario in Georgian Bay of Lake Huron. Our territory includes the main village of Wiikwemkoong and satellite areas known as Pointe Grondine, Rabbit Island, Cape Smith, Wiikwemkoongsing, Kaboni, South Bay, Murray Hill, and Buzwah; and is subject to the Wiikwemkoong Unceded Territory *A'ki Naaknigewin* as described in the Individual Agreement.

APPENDIX “A”

Description of the Wiikwemkoong Unceded Territory as listed as ANNEX “G” in the Individual Agreement on First Nation Land Management between Wiikwemkoong Unceded Territory and Canada.

ANNEX “G”

[INSERT ANNEX “G” OF INDIVIDUAL AGREEMENT HERE]