

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

1 PURPOSE

- 1.1 The purpose of this Procedure is to establish a process to obtain a Cabin Site in the Tioweró:ton Territory, including the transfer or sale of a Cabin Interest.
- 1.2 The purpose of this Procedure is also to establish an orderly process for the development and use of the Tioweró:ton Territory, which respects the applicable environmental norms and standards.

2 SCOPE

- 2.1 This Procedure applies to all Cabin owners and prospective Cabin owners in the Tioweró:ton Territory.

3 DEFINITIONS

In this Procedure,

"Applicant" means a Member who has filed an Application for a Cabin Site with the Manager;

"Application" means the process of applying for a Cabin Site;

"Cabin(s)" means a free-standing habitable dwelling;

"Cabin Interest" means ownership or part ownership of a Cabin located in the Tioweró:ton Territory, excluding any landholding interest. For further clarity, an individual with a Cabin Interest will be listed as an owner or part-owner of a Cabin, as the case may be. The Spouse of a person with a Cabin Interest will also be deemed to have a Cabin Interest;

"Cabin Registry" means the database that contains all information regarding the Applicant, Co-applicant, Cabin Site and Cabin construction;

"Cabin Site" means an area within the Tioweró:ton Territory designated for Cabin construction. For the purposes of clarification, the Cabin Site is not considered a land allotment and shall remain Common Land and no one may individually or jointly possess, own or have any real interest in the Cabin Site;

"Co-Applicant" means the Spouse of a Member who has filed an Application for a Cabin Site;

"Common Land" means land in the Tioweró:ton Territory that is held by Kahnawa'kehró:non and Kanehsta'kehró:non, collectively;

"Common-Law Relationship" means a conjugal relationship, not solemnized by a marriage ceremony, law or custom, between two (2) persons who live together and publicly refer to themselves as partners or spouses;

"Conflict of Interest" means where a person owes a duty of loyalty and discretion to the Mohawk Council of Kahnawà:ke or Mohawk Council of Kanehsatà:ke which is, or can be, compromised, directly or indirectly, by the pursuit of the person's personal interests or financial interests or their relationship with a related individual;

"Council" means either the Mohawk Council of Kahnawà:ke or Mohawk Council of Kanehsatà:ke, where applicable;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

“Debris” means waste materials resulting from construction, remodeling, repair and demolition of Cabins, and includes discarded solid waste from Cabin construction or community activities, not including agricultural or infectious waste materials;

“Eligibility Criteria” means the criteria set out in s. 9 of this Procedure, which are used to determine whether someone is eligible to possess a Cabin Site in the Territory, subject to the Limitations to Eligibility;

“Family” means relatives including especially Spouses and dependents (related by blood or adoption) who reside in the same household in either Kahnawà:ke or Kanehsatà:ke;

“Green Fence” means small trees or shrubs along roadways or along Cabins for privacy;

“Hazardous Structure” means a structure in the Territory which poses a hazard, including but not limited to structures which are in poor physical condition or contain dangerous goods, materials, or animals in an unsafe manner;

“Kanien'kehá:ka of Kahnawà:ke” means a person recognized as a Kanien'kehá:ka of Kahnawà:ke, according to the criteria and procedures in the *Kanien'kehá:ka of Kahnawà:ke Law*, K.R.L. c. M-1 and its regulations;

“Kanien'kehá:ka of Kanehsatà:ke” means a Mohawk of Kanehsatà:ke who has met the criteria accepted by the community of Kanehsatà:ke;

“Kahnawà:ke Kanien'kehá:ka Registry” means the list of Kanien'kehá:ka of Kahnawà:ke maintained by the Registrar in accordance with the *Kanien'kehá:ka of Kahnawà:ke Law*, K.R.L. c. M-1 and, for greater certainty, does not mean any similar lists kept by the Government of Canada or any other government;

“Limitations to Eligibility” means the criteria set out in s. 10 of this Procedure, which may bar someone from being eligible to possess a Cabin Site in the Territory;

“Member” means a person confirmed as a Kanien'kehá:ka of Kahnawà:ke or Kanien'kehá:ka of Kanehsatà:ke pursuant to the respective laws of each community;

“On-Site Sewage Disposal System” means a private system for sewage disposal, such as a toilet system with a septic tank, which only serves one (1) Cabin Site;

“Outhouse” means a toilet with no water-flushing system that is built outside of a Cabin;

“Public Notice” means posting the identity of an Applicant/Co-Applicant, purchaser, or transferee online and/or in Kahnawà:ke and Kanehsatà:ke;

“Quit Claim” means to relinquish renounce or release any claim to real interest in an immovable;

“Septic Tank” means a primary treatment system composed of a tank intended for receiving waste water;

“Spouse” means a person who is married or in a Common-Law Relationship;

“Tioweró:ton Territory” means the area known as the Doncaster Reserve established in 1853, including the adjoining 104-acres that were donated to the Mohawks of Kahnawà:ke and Kanehsatà:ke in 1987, which remain in the municipality of Notre-Dame-de-la-Merci, also referred to herein as the “Territory”;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

“Thiionkwehonwehserá:te” means an Indigenous person who is not deemed to be a Kanien'kehá:ka and is from a different First Nation;

“Tioweró:ton Caretaker(s)” or **“Caretaker(s)”** means an individual who is appointed by the Mohawk Council of Kahnawà:ke and/or Mohawk Council of Kanehsatà:ke and has the role set out in section 4.7 of this Procedure;

“Tioweró:ton Committee” or **“Committee”** means the committee whose composition and governance is established jointly, where possible, by the Mohawk Council of Kahnawà:ke and Mohawk Council of Kanehsatà:ke mandated to monitor the use and care of the Territory and to ensure the preservation and conservation of the Territory's natural resources;

“Tioweró:ton Manager” or **“Manager”** means an individual appointed by the Mohawk Council of Kahnawà:ke and/or Mohawk Council of Kanehsatà:ke and has the role set out in section 4.6 of this Procedure;

“Wetland” means land that is flooded or saturated for at least a portion of the year, which may vary in size and saturation over time, resulting in wet-altered soil and water-tolerant plants.

4 RESPONSIBILITIES

4.1 The Territory is comprised of Common Land held collectively by the Kanien'kehá:ka of Kahnawà:ke and Kanien'kehá:ka of Kanehsatà:ke.

4.2 The Tioweró:ton Committee, Tioweró:ton Manager and Tioweró:ton Caretaker(s), are the delegated authorities to administer this Procedure, as well as any applicable laws and regulations deemed applicable by incorporation, with respect to all persons who enter the Territory.

4.3 Tioweró:ton Committee

4.3.1 The Tioweró:ton Committee is the delegated authority mandated to oversee the management of the Territory.

4.3.2 The Tioweró:ton Committee has the exclusive authority to:

- a) Plan and approve the construction of new roads;
- b) Plan and approve Cabin Site locations and other designated areas;
- c) Consult with surrounding municipalities;
- d) Provide guidance to the Tioweró:ton Manager/Caretakers;
- e) Manage encroachments;
- f) Review decisions of the Tioweró:ton Manager/Caretakers;
- g) Approve amendments to the appendices;
- h) Consult with stakeholders.

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- 4.3.3 The Tioweró:ton Committee may also deal with other issues that arise from time to time, but any political issues shall be brought to the Council, where appropriate.
- 4.3.4 The Tioweró:ton Committee may consent to a deviation of this Procedure in exceptional circumstances, but only where the strict application of this Procedure is deemed unfair or there are other overriding concerns, such as the safety of the community and the environment.
- 4.3.5 In the event that a specific situation arises which is not covered by this Procedure, the Tioweró:ton Committee must interpret and administer this Procedure by referring to the principles, scope, authority, and purposes to guide them in their decision.

4.4 Tioweró:ton Manager

- 4.4.1 The Manager is responsible, amongst other things, to:
 - a) Process Applications for Cabin Sites and oversee the cabin approval process for the Members of their respective communities;
 - b) Update the Committee;
 - c) Implement the Committee's decisions;
 - d) Communicate recommendations and written requests from Members to the Committee;
 - e) Report breaches of this Procedure to the Committee and any other relevant body to enforce compliance with this Procedure and applicable laws and regulations; and
 - f) Administer the Cabin Registry and Cabin sales and transfers.

4.5 Tioweró:ton Caretakers

- 4.5.1 The Tioweró:ton Caretakers ("Caretakers") are responsible for patrolling, monitoring and maintaining the Territory and reporting incidents of non-conformity with this Procedure and any instructions from the Tioweró:ton Committee.
- 4.5.2 The Caretakers' authority includes, but is not limited to, the following:
 - a) Identify and report breaches of this Procedure to the Manager;
 - b) Inspect Cabin Sites and monitor Cabin constructions;
 - c) Determine the suitability of a selected Cabin Site and, if unsuitable, recommend an alternative Cabin Site;
 - d) Determine if a site cleanup was carried out following a request to remediate or cleanup lands;
 - e) Request information from Members about Cabin construction plans;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- f) Request plans for Cabin construction based on Cabin construction standards as set out in s. 15 and report any breaches to the Manager;
- g) Report unauthorized Cabin construction and any other non-conformity with this Procedure.

4.5.3 While on-duty, the hours of operation of Caretakers are from 8 a.m. to 4 p.m. every day and on call at all times for medical or safety emergencies.

5 NEW ROAD CONSTRUCTION & AREA DEVELOPMENT

- 5.1 The Tioweró:ton Committee has the exclusive authority to determine the location of new roads and the development and designation of new areas for any type of use.
- 5.2 The planning and construction of new roads or development of new areas are based on accepted planning methods, including a site assessment and an environmental impact assessment.
- 5.3 After the Tioweró:ton Committee informs the Manager of a newly approved Cabin Site area, the Manager will identify the Cabin Site locations on a Cabin Site map and will make such areas available for selection.

6 ENVIRONMENTAL CONSERVATION

6.1 Trees

- 6.1.1 Only areas necessary for Cabin construction and driveways may be cleared or trees. For greater certainty, clear-cutting more than 30-feet from a Cabin is prohibited.
- 6.1.2 Felled trees should be used in any way possible.
- 6.1.3 Clear-cutting is prohibited, unless specifically permitted herein.
- 6.1.4 Clearing underbrush is only permitted on Cabin Sites, where necessary.
- 6.1.5 With the exception of clearing for a Cabin Site and driveway, the clearing of any other areas must be authorized by the Tioweró:ton Committee.
- 6.1.6 Clearing trees for new trails is prohibited in the Territory, with the exception of clearing done by persons authorized by the Tioweró:ton Committee.
- 6.1.7 Trees, timber, or firewood cut or collected in the Territory shall not be sold or otherwise exploited for commercial use.
- 6.1.8 Firewood can only be cut in areas designated for this purpose, as determined by the Caretakers.
- 6.1.9 Tree stumps must be buried or used for firewood.

6.2 Wetlands and Bodies of Water

- 6.2.1 When undertaking maintenance and development activities, such as Cabin construction near water habitats, the *Best Management Practices for Activities in*

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

and Around Water Habitats in Kahnawà:ke and Tioweró:ton apply. A copy can be found at www.kahnawake.com. The Manager should be contacted if there are any questions relating to this document.

- 6.2.2 The natural configuration, flow and depth of streams, lakes or marshes and natural water structures are not to be altered or modified in any way, including by disrupting or altering the banks along these bodies of water.
- 6.2.3 At least 30 feet (9 metres) of brush and/or vegetation must remain undisturbed from the water or wetland.
- 6.2.4 Paths leading to and from bodies of water, must respect the distances, path and widths, set out in Figure 1:

Figure 1:



- 6.2.5 Wetlands and bodies of water are sensitive habitats and access through these areas must be kept to a minimum. Caretakers can be contacted for assistance in identifying such Wetlands.

7 CABIN SITE ALLOTMENT PROCESS

7.1 The process to apply for and select a Cabin Site is set out in Phases 1 to 7 below.

Phase 1 – Application for a Cabin Site & Time Limits for Construction

- A. In order to apply for a Cabin Site, an *Application for a Tioweró:ton Cabin Site* (Appendix “A”) along with the *Acknowledgement Form* (Appendix “B”) must be completed and submitted to a Manager.

Phase 2 – Verification of Eligibility Criteria

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- A. The Manager shall verify whether the Applicant meets the Eligibility Criteria and Limitations to Eligibility.
- B. If an Applicant does not meet the Eligibility Criteria or is ineligible for any other reason as determined by the Manager, the Applicant will be informed in writing by the Manager of the reason(s) for the refusal of the Application.
- C. Every twelve (12) months until the initiation of the Cabin construction, the Manager must update his/her files to verify whether the Applicant continues to meet the Eligibility Criteria and Limitations to Eligibility.

Phase 3 – Public Notice

- A. Once it is determined that the Applicant meets the Eligibility Criteria, the Manager must follow the rules regarding Public Notice, including the posting of such notice for thirty (30) days.
- B. The Manager must inform the Applicant in writing of the location(s) and contents of the Public Notice at least two (2) weeks prior to the posting.
- C. If no objections are received within the thirty (30) day Public Notice period, the Manager must inform the Applicant that their application for a Cabin Site has been approved on a preliminary basis.

Phase 4 – Prepared to Build a Cabin Attestation & Selection of a Cabin Site

- A. Once the Manager issues the preliminary approval by letter following the Public Notice phase, the Applicant must select a Cabin Site from a designated area (via a map) approved by the Tioweró:ton Committee with the Manager.
- B. Notwithstanding Phase 4A, the Committee may authorize the selection of a Cabin Site outside of the designated sites where it is the intention of the Applicant to build his/her Cabin on a site adjacent to a family-owned Cabin. In such circumstances, the Applicant will be required to provide a letter from the family-owner stating that they authorize the Applicant to select a Cabin Site on or adjacent to their existing Cabin Site. Despite this exception for Cabin Site selection, the Applicant remains subject to all other the Cabin Application rules, including the Cabin construction standards.
- C. Once the Applicant has selected a Cabin Site, they must complete the *Prepared to Build a Cabin Attestation* (Appendix "C") and submit it to the Manager.

Phase 5 – Cabin Site Construction Checklist

- A. Once the Cabin Site has been selected and the *Prepared to Build a Cabin Attestation* (Appendix "C") has been submitted to the Manager, the Applicant must visit the Cabin Site with a Caretaker and complete a *Cabin Site Construction Checklist* (Appendix "D").
- B. During the visit, the Caretaker shall demarcate correct building distances and explain construction standards to the Applicant.
- C. The Applicant may place a marker with the Applicant's name in plain view to reserve the Cabin Site for thirty (30) days while they complete their Application.
- D. Once the *Cabin Site Construction Checklist* (Appendix "D") is completed, the Caretaker shall sign it and provide a copy to the Applicant.

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- E. The Manager shall verify the information in the *Cabin Site Construction Checklist* (Appendix "D") with the Applicant and sign once he/she is satisfied with its contents.

Phase 6 – Cabin Site Registration

- A. Once the Manager receives a copy of the *Cabin Site Construction Checklist* (Appendix "D"), the name of the new Cabin owner(s) and Cabin Site location information will be entered in the Cabin Registry.

Phase 7 – Approval for Cabin Construction

- A. The Application process for a Cabin Site is considered complete when the Manager has received and reviewed all of the following documentation, as well as any other documentation that may be developed and approved by the Tioweró:ton Committee from time to time:

- Appendix "A" - *Application for a Tioweró:ton Cabin Site*;
- Appendix "B" - *Acknowledgement Form*;
- Appendix "C" - *Prepared to Build a Cabin Attestation*;
- Appendix "D" - *Cabin Site Construction Checklist*;
- Appendix "E" - *Renouncement of Cabin Interest in Tioweró:ton*; and
- Appendix "F" – *Acknowledgment and Agreement of Prohibition on Landfilling in Tioweró:ton*.

- B. Upon completion of the approval process, the Manager shall send a letter to the Applicant, with a copy for the Caretaker, informing him/her that his/her Application has been approved and construction may be initiated.

- C. Prior to the initiation of Cabin construction, any change in status to an Applicant's and/or Co-Applicant's eligibility may result in a temporary or permanent rejection of an Application, despite the prior approval.

- D. Without exception, the Cabin construction must be completed to the Manager's satisfaction within two (2) years from the date indicated in the letter sent by the Manager approving the Application, failing which the Manager may rescind the registration details from the Cabin Registry and register a new Cabin owner to the Cabin Site.

- E. As a reminder to the Applicant of the deadline to construct, prior to the two (2) year expiry to construct the Cabin, the Manager will notify the Applicant in writing of the deadline to complete the construction at the following intervals:

- i. Sixty (60) days prior to the deadline; and
- ii. Thirty (30) days prior to the deadline.

In each notice, the Applicant will be informed that the Cabin Site will be made available to other Applicants after the expiry of the two (2) year time limit.

- F. In the event Cabin construction is not completed within the two (2) year time period, the Manager will identify the Cabin Site as available to other Applicants, and the Applicant will forfeit the Cabin Site and must either:

**TIOWERÓ:TON
DEVELOPMENT AND
CABIN OWNERSHIP
PROCEDURE**

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- i. Sell the unfinished structure to another interested and approved Applicant; or
- ii. Remove the unfinished structure at his/her own expense.

An "unfinished structure" is any Cabin which, in the view of the Tioweró:ton Committee, is not deemed habitable or suitable for habitation based on standard construction norms.

- G. If the unfinished structure is not sold or removed within six (6) months from the expiry of the two (2) year period, the Manager, with approval of the Tioweró:ton Committee, may take the necessary steps to have the structure removed and demand payment from the Applicant for the cost of removal. Failure to pay the cost of removal may result in the filing of legal proceedings against the Applicant to recover the costs with interest.
- H. The Applicant may only re-apply for a Cabin Site twelve (12) months after the passing of the two year deadline to construct and may be required to restart all or part of the Application process.

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

8 CO-APPLICANTS

- 8.1 Both the Applicant and Co-Applicant must be individually eligible for a Cabin Site. If one or the other does not meet the Eligibility Criteria, the Application will be refused, unless the Applicant and Co-Applicant meet the criteria. However, an Application shall not be rejected on the basis that a Co-Applicant is a registered Thiionkwehonwehserá:te.
- 8.2 Where the Applicant has a Spouse, the Application must be filed together as Co-Applicants and all the same criteria shall apply to both.
- 8.3 In the event that the Co-Applicant is a Thiionkwehonwehserá:te, the Manager shall not register the Cabin Interest her/his name, even where her/his Member Spouse transfers or bequeaths the land to the Thiionkwehonwehserá:te.

9 ELIGIBILITY CRITERIA FOR A CABIN SITE

- 9.1 The Manager must confirm the accuracy and correctness of all the information submitted by persons applying for a Cabin Site or seeking to have a Cabin Site registered in their name.
- 9.2 Subject to the Limitations to Eligibility, the Manager must ensure that the following Eligibility Criteria are met in order for an Applicant to be considered eligible for a Cabin Site, subject to any other conditions herein:
 - a) The Applicant must be at least 18 years old;
 - b) At least one (1) of the Applicants must be a Member;
 - c) The Applicant, and the Applicant's Spouse, must not already possess a Cabin Interest;
 - d) The Applicant, and their Spouse, must not have previously sold a Cabin Interest for an amount exceeding \$1.00, unless they renounced their interest in the existing Cabin Interest in the context of a divorce, separation, inheritance or other reasonable circumstance;
 - e) The Applicant must have resided in Kahnawà:ke or Kanehsatà:ke for a period of one (1) year or more prior to the filing of the Application; however, the Manager has the discretion to set aside this requirement where the Applicant does not have continuous residency due to housing shortages or where the Applicant previously resided in Kahnawà:ke or Kanehsatà:ke, but moved for schooling or to pursue employment opportunities;
 - f) The Applicant's sole purpose for the Cabin Site is the construction or placement of her/his Cabin; and
 - g) The Applicant solemnly affirms that all the facts in the Application are true.

10 LIMITATIONS TO ELIGIBILITY

- 10.1 Notwithstanding whether the person seeking a Cabin Site otherwise meets the Eligibility Criteria, they will be deemed ineligible for a Cabin Site if:

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- a) The Applicant has a Spouse who possesses a Cabin Interest, unless they provide proof of a separation agreement or divorce judgment wherein the Applicant seeking the Cabin Site is not the recipient of a Cabin Interest;
- b) The Applicant's Spouse has initiated an Application for a separate Cabin Site at the same time (see s. 8.2);
- c) The Applicant previously successfully applied for a Cabin Site, unless the Applicant relinquished all rights to a previous Cabin Interest via a Quit Claim as a result of Divorce or Separation. The Applicant may only rely on this exception once;
- d) The Applicant intends to use the Cabin Site for a profit-making venture;
- e) The Applicant sold his/her Cabin Interest for an amount exceeding \$1.00 or "transferred" his/her Cabin Interest on more than one (1) occasion to someone who is not Family;
- f) The Tioweró:ton Committee determines that the Applicant is ineligible for any other serious reason including, but not limited to issues related to membership, criminal history and repeated breaches of this Procedure.

11 PROOF OF ELIGIBILITY FOR A CABIN SITE

- 11.1 The Applicant and Co-Applicant are responsible for demonstrating that they meet all the relevant Eligibility Criteria with supporting documents deemed adequate by the Manager.

12 PUBLIC NOTICE

- 12.1 Once the Manager determines that the Applicant and Co-Applicant meet the Eligibility Criteria, the Manager will publish a Public Notice of the Applicant's request for a Cabin Site.
- 12.2 The Kahnawà:ke and Kanehsatà:ke communities will be notified by Public Notice of those Applicants who are preliminarily deemed eligible for a Cabin Site via a publication of the following information:
 - a) The name(s) and community of the Applicant(s);
 - b) The names of the Applicants' parents, including maiden names;
 - c) The identity of the Co-Applicant's Nation and status, in the case she/he is not Kanien'kehá:ka of Kahnawà:ke and Kanehsatà:ke; and
 - d) The marital status of the Applicant(s).
- 12.3 The Public Notice will be publicly-posted for thirty (30) days during which period the Manager will consider objections.

13 OBJECTIONS

- 13.1 Only a Member may make an objection to an Applicant's request for a Cabin Site.
- 13.2 The Manager will only consider Objections that:

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- a) Are received in written form and signed by the objector(s);
 - b) Include the objector's name, address, phone number and band number, as well as the basis for the objection
 - c) Received from Members above the age of majority
 - d) Received within thirty (30) days of the posting of the Public Notice.
- 13.3 To be valid, the basis for the objection must be based on the eligibility of an Applicant or Co-Applicant under this Procedure.
- 13.4 If the Manager deems the objection to be submitted in the correct form, he/she may temporarily or permanently reject the Application based on the information received.
- 13.5 If no objections are received, the Manager will inform the Applicant after thirty (30) days following the Public Notice that the Applicant is deemed eligible.
- 13.6 The Manager will notify the Applicant(s) in writing within five (5) calendar days by registered mail from receipt of a written objection that the Application will be placed on hold for review and investigation. The notification will also include the following information:
- a) The nature of the objection received;
 - b) That the Applicant has ten (10) days from the date of the notification to contest the objection in a reply in writing and with proof to the Manager.
- 13.7 An objection will be investigated by the Manager within twenty (20) business days from receipt of the objector's signed objection form or letter. The Manager may request additional information from the Applicant(s) as necessary to complete the investigation of the objection.
- 13.8 The objector and Applicant will be informed in writing by the Manager of the outcome of the investigation within the twenty (20) business days of the submission of the objection, unless the Applicant requires more time to provide the necessary proof to contest the objection.
- 13.9 If the objection is determined to be invalid or unsubstantiated, the Applicant will proceed with the Application process following the normal timelines and procedures.
- 13.10 If an objection is determined to be valid by the Manager and the Applicant fails to provide the necessary proof contesting the objection, the Applicant may be deemed ineligible for a Cabin Site.
- 13.11 If the basis for the ineligibility changes, the Applicant may re-apply for a Cabin Site.
- 13.12 If the Manager is in a Conflict of Interest, the Manager's supervisor will appoint a replacement to investigate the objection, where necessary.
- ## 14 RENUNCIATION OF A CABIN INTEREST
- 14.1 An Applicant with an existing Cabin Interest must renounce their interest in any other Cabin Site by submitting a completed *Renouncement of Cabin Interest in Tioweró:ton Territory* (Appendix "E") form in order for he/she to be eligible for a new Cabin Site.

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- 14.2 The renunciation of a Cabin Interest subsequent to the transfer of a Cabin must be made free of charge.
- 14.3 The signature of the *Renouncement of Cabin Interest in Tioweró:ton Territory* (Appendix "E") must be signed before a Commissioner of Oaths.
- 14.4 The completed and signed *Renouncement of Cabin Interest in Tioweró:ton Territory* (Appendix "E") must be submitted to the Manager who will retain the original for the file and provide a copy to the Applicant.
- 14.5 The Manager will register the information in the Cabin Registry.
- 14.6 Once the *Renouncement of Cabin Interest in Tioweró:ton Territory* (Appendix "E") is submitted and accepted by the Manager, the Applicant will be eligible to proceed with the Application process for a new Cabin Site.

15 CABIN CONSTRUCTION STANDARDS

- 15.1 A Caretaker may visit the Cabin Site during construction, without prior notice, to monitor the construction, verify that the construction is in conformity with the standards herein and ensure that construction is progressing according to the *Cabin Site Construction Checklist* (Appendix "D"). The Cabin owner will make best efforts to be on-site during Cabin construction and will comply if summoned by a Caretaker or the Manager.
- 15.2 The base of a Cabin must be composed of any one (1) of the following:
- Concrete piers,
 - Woodpile base,
 - Cinder block pilings, or
 - Concrete footing with a maximum depth to the frost line of 2.39 metres.
- 15.3 Foundations or concrete slabs are prohibited as Cabin bases in the Territory.
- 15.4 The use of one (1) cubic yard trailer is acceptable providing the yard trailer weighs no more than one and a half tons (1.5 tons).
- 15.5 The total Cabin Site cleared for development shall not exceed a maximum of 7,056 square feet (84 x 84). The 7,056 square-foot area includes the Cabin, storage facility, Outhouse/Septic System and any other buildings/structures. For further clarity, the clearing itself shall not extend beyond the 7,056 square foot area.
- 15.6 The maximum height for any Cabin in the Territory is two (2) floor levels with a roof peak not exceeding 35 feet (10.668 metres).
- 15.7 The minimum distances and maximum dimensions set out below must be respected by all Cabin owners. Any changes to these distances, due to special circumstances, must be authorized by the Manager in collaboration with the Caretaker(s):
- Cabin to Cabin: a minimum of 250 feet (76.2 metres) between Cabins;
 - Cabin to Wetland or Water Body: a minimum of 100 feet (30.48 metres) between a Cabin and any body of water;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- Cabin Driveway: a Cabin driveway may have a maximum length of 300 feet (91.44 metres) and a maximum width 12 feet (3.66 metres);
- Cabin Driveway: a minimum distance of 100 feet (30.48 metres) between a driveway and a neighbouring Cabin or any body of water.

15.8 Driveways must not be covered with asphalt.

15.9 As a result of all land being Common Land, gates, fences, or restrictive barriers are not permitted on a Cabin Site.

15.10 Cabin owners may create a barrier using a Green Fence only.

15.11 Green Fences cannot block public access to waterways or public thoroughfares.

15.12 Only trees and shrubs indigenous to the area may be used when planting a Green Fence.

15.13 All Cabins must have an On-Site Sewage Disposal System with either an Outhouse, Septic Tank or composting toilet.

15.14 The minimum distance between an Outhouse or a Septic Tank and Wetlands or water bodies must be 150 feet (45.72 metres).

15.15 The minimum distance between an Outhouse or a Septic Tank and a well must be 150 feet (45.72 metres).

15.16 Cabin owners using oil and maintaining oil on their Cabin Sites must ensure that: tanks/drums are fitted with shut-off valves, connections are properly sealed, drip pans or storage reservoir pans are in place and no leakage or spillage occurs.

15.17 Only drums or tanks designated for fuel storage are permitted.

15.18 No Cabin or structure, other than those of Caretakers or community-owned buildings, shall be connected to external hydroelectric services.

16 SALE/TRANSFER OF CABINS

16.1 For the purposes of clarification, a "sale" will be deemed to be the exchange of ownership of a Cabin for an amount exceeding \$1.00, whereas a "transfer" will be deemed an exchange of ownership of a Cabin not exceeding \$1.00.

16.2 All sales or transfers of Cabins and Cabin Interests must be verified by the Manager **prior to closing** to ascertain whether the new owner meets the Eligibility Criteria, or are subject to any Limitations to Eligibility.

16.3 The seller/transferor of the Cabin must complete and sign a *Cabin Transfer/Sale in Tioweró:ton Territory* (Appendix "G") form upon selling or transferring their Cabin.

16.4 Upon receipt of the *Cabin Transfer/Sale in Tioweró:ton Territory* (Appendix "G") form, the Manager will post a Public Notice for thirty (30) days to inform the community of the transfer/sale.

**TOWERÓ:TON
DEVELOPMENT AND
CABIN OWNERSHIP
PROCEDURE**

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- 16.5 The Manager shall provide a copy of the signed *Cabin Transfer/Sale in Toweró:ton Territory* (Appendix "G") form to the Cabin owner and to the buyer/transferee and retain the original for the file.
- 16.6 The buyer/transferee of a Cabin must complete a *Cabin Owner Information* (Appendix "H") form and provide it to the Manager so a Cabin owner file can be opened by the Manager.
- 16.7 The new Cabin owner must provide the *Cabin Owner Information* (Appendix "H") within three (3) months of the transaction. Until such time as the form is provided to the Manager, the transaction will not be registered resulting in no proof of ownership.
- 16.8 The Manager will register and maintain an updated Cabin Registry with the information provided.
- 16.9 The Manager shall provide a letter confirming a Member's ownership of a Cabin or possession of a Cabin Interest upon request by the owner; however, the Manager shall only provide this letter of confirmation where the Cabin owner conforms with the applicable Eligibility Criteria and Limitations to Eligibility.
- 16.10 A Member who has sold a Cabin Interest may purchase another Cabin from another seller at any time, provided they continue to meet the Eligibility Criteria, subject to any Limitations to Eligibility.

17 GENERAL PROVISIONS RESPECTING CABIN CONSTRUCTION AND CABIN OWNERSHIP

- 17.1 All Members and Visitors have responsibilities to their neighbours and the environment to provide peaceful enjoyment of the Territory.
- 17.2 Cabin owners must keep their Cabin and Cabin Site in a good state, including keeping their Cabin and Cabin Site clean, safe and in conformity with this Procedure.
- 17.3 If a Caretaker(s) or Manager determines that a Cabin or Cabin Site is unsafe or not kept in a good state, the Caretaker and or Manager will inform the Cabin owners of the problem in writing, as well as any additional measures required to remedy the problem.
- 17.4 During the construction of a Cabin, the Cabin owner must provide and pay for his/her own bins(s) to collect Debris and must remove bin(s) from the Territory when full or upon completion of the works.
- 17.5 The Cabin Own is responsible for ensuring that all Debris from the construction/renovation on a Cabin Site is properly disposed of off the Territory.
- 17.6 No person may deposit debris from construction/renovations in any of the Refuse containers in the Territory.
- 17.7 No person may deposit large items such as furniture or mattresses in communal Refuse containers on the Territory.
- 17.8 Only solid waste can be deposited in the communal refuse containers at the designated area.
- 17.9 No person may discharge or allow the discharge of sewage into the Wetlands or water bodies.

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

17.10 Cabin owners must practice regular maintenance using an On-Site Sewage Disposal System, this includes the routine work or actions required to ensure it may be continuously used, at its original or designated capacity and efficiency.

18 LANDFILLING

18.1 The Tioweró:ton Committee is authorized to establish any conditions, restrictions, prohibitions or exception relating to landfilling activities in the Territory as required from time to time in conformity with Mohawk Council Executive Directive No. 15/2018-19 and Mohawk Council Kanehsatà:ke Reference Number 0009.1819.00069.

18.2 Members are authorized to use gravel from a reputable quarry solely for the purposes of creating and maintaining driveways, access roads, and cabin base, subject to the conditions and requirements herein.

18.3 Permitted materials must be free of all contaminants and respect the environmental norms and standards applicable to the Territory.

18.4 Permitted material may only be delivered during Caretaker business hours.

18.5 A copy of the receipt from the quarry attesting to the sale and description of the nature and destination of the material being delivered must be provided to the Caretaker.

18.6 If the material delivered does not conform to the type or amount of material that was authorized for delivery, the recipient of the material will be responsible for the removal of the material from the Territory and remediation of the land within thirty (30) days failing which this work will be completed on their behalf and they shall be invoiced for all associated costs and fees associated with the clean-up.

19 HAZARDOUS STRUCTURES

19.1 The Manager shall contact the Kahnawà:ke Director for Public Safety and the Kanehsatà:ke Portfolio Chief for Public Security, and any other relevant authorities, to disclose any suspected Hazardous Structure.

19.2 Any potential Hazardous Structures may be inspected by the relevant authorities at any time and without prior notice.

19.3 The *Kahnawà:ke Hazardous Structures Law*, K.R.L. c. H-2 as may be amended from time to time, and any other applicable law or regulation is applicable to the Tioweró:ton Territory to the extent that it is applicable to this Territory to address the suspected Hazardous Structure.

19.4 Cabin owners must empty and remove or fill abandoned wells with gravel, sand or earth.

19.5 The Cabin owner, at his/her expense, is responsible to repair or remove the Hazardous Structure pursuant to the *Kahnawake Hazardous Structures Law*.

20 COMMERCIALISM

20.1 The Territory is reserved for recreation, leisure, hunting and fishing, and any other activity harmonious with nature.

**TIOWERÓ:TON
DEVELOPMENT AND
CABIN OWNERSHIP
PROCEDURE**

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- 20.2 Pursuant to the *Kahnawà:ke and Kanehsatà:ke Law Respecting Zoning of the Territory of Doncaster*, as may be amended from time to time, commercial ventures in the Territory are prohibited.
- 20.3 No person shall build or finance the construction of any Cabin(s) for real estate property sale or development purposes.

21 APPEAL PROCESS

- 21.1 Members may appeal any decision within thirty (30) days made by the Manager or Caretaker(s) by submitting a request for review of the decision in writing to the Tioweró:ton Committee in the form of a letter, including the following information:
- a) The date of the decision being disputed;
 - b) A summary of the decision rendered by the Manager, Caretaker, or other authority that is in dispute;
 - c) An explanation as to why the decision is incorrect or should be overturned;
 - d) Conclusions being sought;
 - e) Copies of relevant supporting documents; and
 - f) Any other relevant information.
- 21.2 The appeal will be reviewed by the Tioweró:ton Committee and a written response will be sent to the appellant within five (5) days of the Tioweró:ton Committee meeting where the appeal letter was discussed.
- 21.3 If the Member is not satisfied with the Tioweró:ton Committee's decision, the Member may appeal the decision by the Committee to the Court of Kahnawà:ke, exclusively, but must do so within thirty (30) calendar days of receipt of the decision. Until the Kahnawà:ke Administrative Tribunal is equipped to hear such matters, the Appellant must use the *Kahnawà:ke Communal Arbitration Procedure* (a copy of which is available upon demand).
- 21.4 The person appealing a decision of the Committee must, in writing, inform the Manager of the intent to use the *Kahnawà:ke Communal Arbitration Procedure*, citing the reasons for appeal. The Manager or other party identified in the appeal, will, if required, participate in the arbitration process.

22 DELIVERY DATES

- 22.1 In computing any time limit fixed by this Procedure,
- 22.1.1 The day which marks the start of the time limit is not counted, but the due date is counted;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

22.1.2 Where a deadline happens to fall on a weekend or on a day where the Manager's offices are officially closed, the deadline shall be on the following business day.

22.2 The Manager, Caretaker, Tioweró:ton Committee or any other personnel bound to respect the deadlines imposed in this Procedure to the extent possible; however, reasonable delays may be justified depending on the circumstances.

23 ENFORCEABILITY

23.1 This Procedure is enforceable by the designated authorities, such as the Caretakers, Manager, Tioweró:ton Committee, Mohawk Council of Kahnawà:ke, Mohawk Council of Kanehsatà:ke, and any other authority empowered by the Mohawk Council of Kahnawà:ke and Mohawk Council of Kanehsatà:ke to enforce this Procedure and applicable laws and regulations to the Territory.

23.2 The Mohawk Council of Kahnawà:ke and Mohawk Council of Kanehsatà:ke may, at their own discretion, take any judicial or extrajudicial action against any person or business to address any violation of this Procedure and seek redress from those person(s) or business where the circumstances warrant.

24 AMENDMENTS

24.1 This Procedure will be reviewed every five (5) years to ensure that it continues to reflect the needs of the community and the organizations as they relates to the Territory.

24.2 The Manager will collaborate with the Tioweró:ton Committee to conduct the mandatory review.

24.3 If an amendment is required prior to the amendment review period, the Manager will submit a request to the Tioweró:ton Committee to recommend an amendment for Council approval.

24.4 An appendix under this Procedure may be modified as necessary by the Manager with the approval from the Tioweró:ton Committee.

25 TRANSITIONAL PROVISIONS

25.1 Upon formal approval of this Procedure by Council, it will apply immediately to all matters discussed herein.

25.2 All ongoing Applications under the former Procedure will proceed under this Procedure at the equivalent stage from under the former policy, where possible.

26 APPENDICES

26.1 The appendices under this Procedure are as follows:

- Appendix "A" - The *Application for a Tioweró:ton Cabin Site*;
- Appendix "B" - The *Acknowledgement Form*;
- Appendix "C" - The *Prepared to Build a Cabin Attestation*;
- Appendix "D" - The *Cabin Site Construction Checklist*;
- Appendix "E" - The *Renouncement of Cabin Interest in Tioweró:ton*;
- Appendix "F" - *Acknowledgment and Agreement of Prohibition on Landfilling in Tioweró:ton*;

TIOWERÓ:TON DEVELOPMENT AND CABIN OWNERSHIP PROCEDURE

Kahnawa'kehró:non Ratisénhaienhs
Kahnawà:ke Lands Unit
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0
Tel: 450-638-8244

- Appendix "G" – *Cabin Transfer/Sale in Tioweró:ton Territory;*
- Appendix "H" – *Cabin Owner Information.*

26.2 An amendment to an appendix under this Procedure may be made by the Manager upon approval of the Tioweró:ton Committee.

26.3 Appendices may be added or removed as needed upon approval of Tioweró:ton Committee.

27 EXCLUSION OF LIABILITY

27.1 The Mohawk Council of Kahnawà:ke and the Mohawk Council of Kanehsatà:ke, including their Chiefs, employees, directors, officers, and agents shall not be responsible for any third-party actions resulting from any injury, loss of property, or other claim which may arise on the Territory or in the application of this Procedure.