



**Land Use Permit**

Permit No.
------------

Name of Applicant, Committee or Corporation				
Or Trustee for				
Mailing Address of Applicant/Committee/Corporation				
Phone number:		Email address:		
City, Town or Village			Prov.	Postal Code

**Location of Land**

U.T.M. Grid	Geographic Location	Lot Size 200ft by 200ft
As per sketch and description which is attached to the original permit for this site forms part of this permit. A copy of this sketch is on file at the Lands and Resources office and available for inspection by the applicant at any time during normal business hours.		
Land Required for the Purpose of:		

**Fee(s) and Period of Use**

Current fee due	Annual fee (subject to adjustment)	Permit Effective	Permit Termination Date
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**Note: Terms and Conditions applicable to ALL Land Use Permits are on the reverse side of this form.**

**Additional Terms and Conditions applicable to this permit (add frequent guest names)**

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Questions about this information should be directed to the Lands and Resources Department at Mississauga First Nation administration office.

**Applicant's Certification**

I certify that the information given herein is true and complete and that I have read, fully understand and agree to comply with all the Terms and Conditions set out in this permit and that I am of the age of majority. I agree that this is the complete agreement between the parties hereto.	
Signature of Applicant/Corporation Official	Date Signed

**Corporation/Committee Use Only**

I have the authority to bind the herein-named Corporation/Committee		
Initials and Surname of Corporation Official (Please Print)	Signature of Corporation Official	Position

**Mississauga First Nation Approval**

Under the authority of the Mississauga First Nation Land Code, this Land Use Permit is hereby issued to the above applicant, subject to the Terms and Conditions contained herein and no other and these shall be the exclusive Terms and Conditions applicable to the use of the land.			
Amount Paid	Receipt No.	Authorized Signature	Date Signed

Return all parts of form to the Mississauga First Nation Lands and Resources Department

Land Use Permits

Land Use Permits	Timeframe	Amount
Lot cleared	Year one	100.00
Development	Year two	100.00
Structure established	Year three	100.00

**Development** means the carrying out of the construction, erection, structural alternation, placement or relocation of any building, excavation, other operations on, over or under land, or the making of any change in the use or intensity of use of any land or buildings or premises.

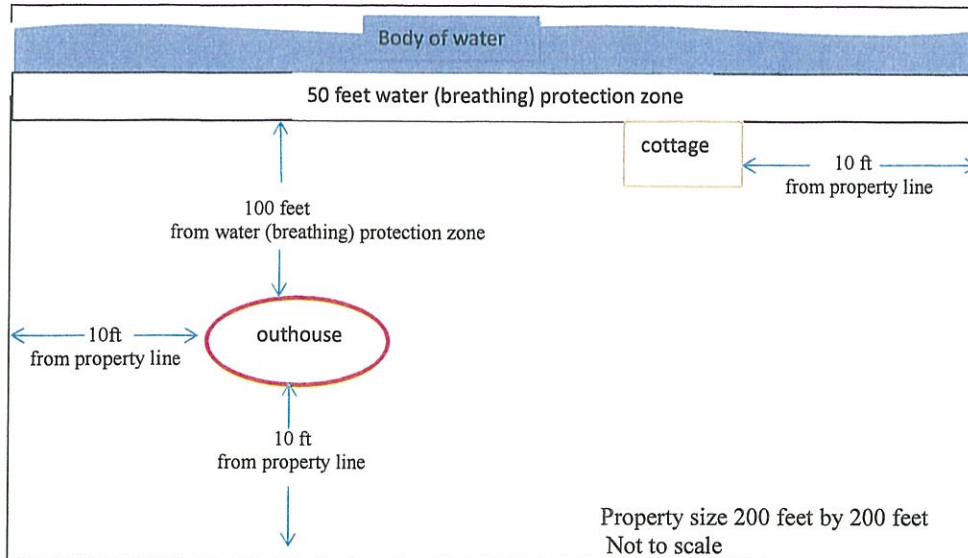
**Structure** means something built or constructed such as a dock, outhouse, cottage, camp, or house.

## TERMS AND CONDITIONS

### IT IS AGREED BY THE PARTIES HERETO THAT:

1. The Permittee acknowledges MFN has a Land Code and agrees to abide to all laws, now and in the future adopted under MFN's Land Code.
2. The Permittee agrees to abide by all environmental best practises, provincial and federal environmental legislation such as Ontario's *Building Code Act* Section 8.3 Class 1 Sewage Systems at a minimum when building, accessing and using the lands.
3. The Permittee agrees to abide by the Anishinabek laws, principles, and teachings for coexisting with the lands, waters and all beings.
4. This Land Use Permit gives the Permittee only the right to use the described site for the purpose specified in this permit and does not convey any right, title or interest in the land or in any trees standing, growing or being in the permit area, or in any minerals, sand, gravel or similar materials, in, on or under the land. Use of any such minerals, unless authorized herein, must have separate written approval from the Lands and Resources Department. Without limiting the generality of the foregoing, this agreement is a Land Use Permit and is not a Grant, License of Occupation or Lease of Land.
5. Any building, structure or works, erected or to be erected on the site, or any alteration, renovation, enlargement or reconstruction or improvements, including any land improvements or alterations whatsoever, must be approved in writing by the Lands and Resources Department.
6. The permittee will maintain the site in a clean, sanitary and fire-safe condition and dispose of all waste properly as per the MFN Wastemanagment Policy at an approved waste disposal site.
7. Access to the site and the quality of that access is strictly the responsibility of the permittee. Prior written approval from the Lands and Resources Department must be obtained for any construction of any road or other access facilities. The Lands and Resources Department reserves the right to enter and inspect the site and the right of access for Band purposes.
8. If the term of this Land Use Permit is longer than one year, the permittee will pay the prescribed annual fee, which is subject to adjustment, at the beginning of each year of the term. The Lands and Resources Department may terminate this permit if the fee is not paid by the due date.
9. The permittee will pay any addition fees that may be levied against the property, in a manner prescribed by the Lands & Resources Department authority.
10. The permittee covenants to indemnify and forever save and keep harmless the Band, its officers and agents from and against any and all claims, demands, suits, actions, damages, loss, cost or expenses arising out of any injury to persons, including death or loss or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in any manner associated with the exercise of any right or privilege granted to the permittee by this land Use Permit.
11. This Land Use Permit shall not be assigned or transferred, mortgaged or pledged.
12. The Lands and Resources Department may refuse to issue a new permit or may, upon 6 months written notice, revoke or cancel an existing permit when:
  - I. The permittee has violated any condition or provision of this permit;
  - II. The hereby authorized land use comes into conflict with a new or revised land zoning plan or;
  - III. It is, in the opinion of the Lands and Resources Department or the Band, considered to be in the public interest to do so.
13. Upon expiry, cancellation, revocation or other termination of this Land Use Permit;
  - I. All improvements, property or other assets remaining on the site automatically become the property of the Band and the Band has no obligation whatsoever to pay compensation therefore;
  - II. The permittee may, with the approval of the Lands and Resources Department, or will, at the Lands and Resources Department's request, remove the improvements, property or other assets from the site and leave the site in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore is waived in writing by the Lands and Resources Department;
  - III. Where the permittee fails to remove the improvements, property or other assets from the site and/or fails to restore the site to a clean and safe condition, within a reasonable time, the permittee will pay to the Band any costs incurred in selling, disposing of or destroying the said improvements, property or other assets and/or in restoring the site to a clean and safe condition.
14. The permittee acknowledges and confirms that:
  - I. Upon termination of this permit, the decision to issue a new permit is at the sole discretion of the MFN Chief and Council and the permittee has no right to, nor reasonable expectation, for the issuance of a new permit based on prior use of the land;
  - II. The successive issuance of any permit or permits for the use of the land described herein will not create any future rights or interests whatsoever in the land;
  - III. Should any improvements whatsoever be made to or on the land, this will not confer upon the permittee any right to use the land other than within the terms of this permit, nor will it give the permittee any right to an expectation of future permits;
  - IV. No additional Terms and Conditions to this permit, if inserted on the face thereof, shall alter, vary, qualify or diminish the Terms and Conditions set out on this page;
  - V. There are no other representations, warranties or conditions between the Band and the permittee for the use of this land.
15. All lots begin 50 feet from the waters shoreline.
16. In the event of the death of the permittee, no action will be taken on this permit until 30 days after the funeral service.

## BEST PRACTICES FOR LAND USE PERMIT HOLDERS



### Waste Control – The Do’s and Don’ts

1. **DO** take all garbage away from your camp and deposit it at the MFN Waste Management Depot.



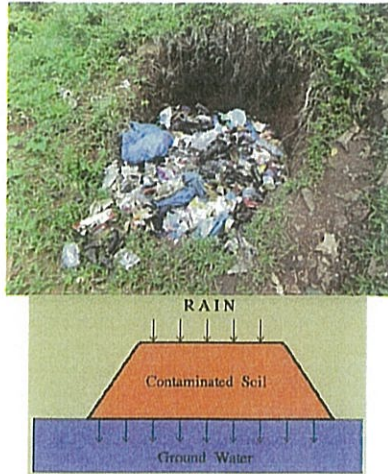
2. **DON'T** leave any garbage on the lands or at your camp. This will attract animals and cause your camp to look horrible. Garbage also attracts bugs and it stinks which can affect your health and your kid’s health.



3. **DON'T** burn garbage in your fire or in a can. When you burn garbage – it releases dangerous toxins into the air. These toxins have serious health effects on you and your children, the lands, the waters and the animals when you breathe them and when they fall on the lands or into the waters .



4. **DON'T** dig a hole and bury your garbage. When it rains, the rain lands on the garbage and will run into the ground. This destroys the waters and the lands because of the toxins in garbage.

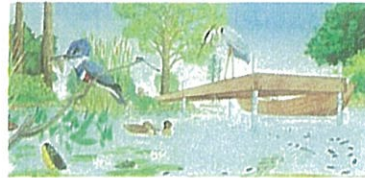


## Building a Dock



Courtesy CottageLife "Dock Primer"

Type One



Type two

The most important thing when building a dock is respecting the waters, the lands below the waters and the water beings.

Please review the "Dock Primer" for all best practices and good ideas on building your dock or talk with one of the MFN Lands and Resources staff for assistance.

## Outhouse Construction<sup>1</sup>



First determine a good location away from the water (at least a 100 feet).

Dig the pit (give those buddies some shovels) so that the bottom is 90 cm above the high groundwater table with 60 cm of soil or leaching bed fill on the sides and below the pit. Dig in the spring when the water table is at its highest. If your pit fills up with water, you know you've hit the water table and you'll need to find a drier spot. Mound the earth up around the outside of the outhouse, so that rainwater is directed away from the pit, and to keep the vermin out. (You can also add a sheet-metal barrier to prevent rot on the bottom of the structure.) The Ontario Building Code requires you to vent the pit with a pipe running behind the toilet seat up through the roof. On a hot day, you'll be glad you did.

<http://cottagelife.com/14101/qa/ontario-regulations-for-outhouses>

<sup>1</sup> Building standards must meet at a minimum Ontario's Building Code Act Section 8.3 Class 1 Sewage Systems. Class 1 is defined as a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy (outhouse) including a portable outhouse, an earth pit outhouse, a pail outhouse, an outhouse vault and a composting toilet system. The sewage system shall be designed and constructed to receive only human waste meaning no chemicals can be put into the outhouse.



## **DOWENJIGEN WIGWAM**

PREPARED BY:

MFN LANDS AND RESOURCES DEPARTMENT

August 2014 (version 1)



## **Preamble**

Mississauga First Nation (MFN) Chief and Council along with our citizens are committed to asserting jurisdiction over our territory to ensure a sustainable future for those yet unborn. The traditional teachings of the MFN speak of the obligation of the people of MFN to care for and respect the land and the magnificent wonders of Nature created on the lands. The authority of the MFN to govern its lands and resources flows from the Creator to the people of MFN, and from the people to Chief and Council according to the culture, traditions, customs and laws of our First Nation. A component of asserting jurisdiction is reclaiming our responsibilities as the governing body by developing and implementing policies to protect the lands, waters and air in accordance to our original instructions provided to us by the Creator.

The Chief of MFN entered into The Framework Agreement on First Nation Land Management with the Minister of Indian Affairs and Northern Development on March 31, 2003. This Agreement required MFN to develop its own land code which was ratified and adopted in June, 2009 and is titled the Mississauga First Nation (also known as; Mississauga River #8, Mississagi First Nation) Land Code.

In the steps to reclaim our authority and assert jurisdiction in our territory, MFN has developed a Downenjigen Wigwam to ensure its Aboriginal and Treaty rights are protected and respected. The development of this Policy will also ensure the waters and lands are sustained for those yet unborn.



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## Section A: Introduction

The Mississauga First Nation Lands and Resources department, in consultation with the Lands and Resources Committee and Chief and Council, are committed to the development of culturally appropriate and environmentally sustainable policies/laws with respect to the harvesting of wildlife and economic development within Mississauga First Nation territory. The creation and implementation of the Dowenjigen Wigwam is to provide MFN citizens with permits to construct camps on MFN's territory. Through this Policy, MFN is reasserting jurisdiction over our territory including management regimes, acknowledging Traditional Knowledge and acting in the ways of our ancestors by promoting and following the Anishinabe original instructions provided to our ancestors by the Creator and as recognized in the Robinson Huron Treaty of 1850. It is therefore important to reiterate the seven grandfather teachings as the basis of all MFN decisions.

Mississauga First Nation is part of the Anishinabek Nation. As in all age-old societies, Anishinabe society, B'Maadziwin, the "good life" is based on enduring principles which guide the Anishinabek, the People. In the Anishinabe world-view, there are the seven gifts (grandfather teachings/bundles) given by the Creator:

**Nibwaakaawin (Wisdom)** – to cherish knowledge is to know wisdom: sound judgement, ability to discern inner qualities and relationships. Use good sense and form a good attitude and course of action. Listen and use the wisdom of Elders, leadership and spiritual leaders.

**Zaagi'idiwin (Love)** – to know love is to know peace: strong affection for another forming out of kinship or personal ties; attachments based upon devotion, admiration, tenderness, unselfish loyalty, benevolent concern. Feel and give absolute kindness for all things around you. To love yourself is to live at peace with the Creator and in harmony with all creation.

**Minaadendamowin (Respect)** – to honor all of creation is to have respect. Showing regards for the value of person or things through courteous consideration and appreciation. Honor our traditional roles and teachings; honor our families, others and ourselves. Don't hurt anything or anyone on the outside or inside.

**Aakode'ewin (Bravery)** – to face life with courage is to know bravery. The personal strength to face difficulties, obstacles and challenges; to have courage and make positive choices. Stand up for your convictions – show courage in communicating and decision-making.

**Debwewin (Truth)** – to know of these things is to know the truth. Faithfully apply the teachings of our seven grandfathers and trust in the creator. Sincerity in action, character and utterance. Be faithful to fact and reality.



**Gwayakwaadiziwin (Honesty)** – to walk through life with integrity is to know honesty. Being truthful and trustworthy. Tell the truth. Accept and act on truths through straightforward and appropriate communication.

**Dabaadendiziwin (Humility)** – to accept yourself as a sacred part of creation is to know humility. Reflecting, expressing or offering in spirit of deference or submission. Balance of equality with all life. Recognize the human need for balance in life.

These gifts/teachings are represented by the Dodemaag or Clans and are a moral code of conduct to live in a good way, B'Maadziwin. MFN has adopted these gifts/teachings as their code of conduct as they understand that they are integral to the success of the MFN governance structure in all aspects including following the original instructions of co-existing with all life. With this revitalization of the gifts/teachings as their code of conduct, it revitalizes the maintaining of balance and harmony for all beings on Mother Earth.

## Section B: Title

This document will be known as the “Downenjigen Wigwam” which is MFN’s treaty camp Policy.

## Section C: Definitions

“**Applicant**” means a citizen of Mississauga First Nation who is 18 years and older and appears or is entitled to appear on the MFN Band Membership List.

“**Application**” means the formal process and requirements for harvest camps.

“**BCR**” means a Band Council Resolution.

“**Deleterious Substances**” means if it is harmful to fish, if it limits the use of fish by humans (for example contamination of fish by dioxins or shellfish by *E. coli*), or if by going through some process of degradation, it harms the water quality (for example, oxygen-depleting wastes).

“**MFN**” means Mississauga First Nation.

“**Chief and Council**” means the duly elected government body of MFN.

“**Commercial Use**” means to gain and/or profit from a commercial use.

“**Treaty Camp(s)**” means a structure within MFN lands and/or territory that is owned or occupied by an approved MFN citizen for the purpose of hunting, fishing, harvesting, recreational and/or traditional practises. This structure can be, but not limited to a cabin, camping trailer and/or traditional dwelling.



“**Maintained**” means keeping conditions around campsites neat, clean and in a state of repair and abiding by this policy and all MFN laws, environmental best practises and Anishinabek laws.

“**MFN Lands and Resources Committee**” means the duly appointed body to oversee and provide support to the MFN Lands and Resources department as per the MFN Land Code.

“**Onus**” means duty, obligations, responsibility or burden of camp owner and or the MFN Lands and Resources Committee.

“**Permit**” means the formal notification and authorization of MFN Chief and Council for the permit holder to construct and dwell within the specified location.

“**Site Investigation**” means an investigation that is conducted by MFN to ensure that the requested camp site does not cause or inflict unnecessarily environmental degradation and is abiding by this policy.

“**Terms and Conditions**” means the terms and conditions outlined in the permit which include but are not limited to MFN laws, best environmental practises and Anishinabek law.

“**Waste Products**” means cooking oil, building supplies, plastics, but not limited to gases, diesel fuel and engine oil or any deleterious substances.

“**Water Sources**” mean lakes, rivers, creeks, swamps, run offs and underground waters.

“**Wildlife**” means living things especially mammals, birds, and fishes that are neither human nor domesticated.

#### **Section D: Screening Process**

1. Applicant completes a MFN application for the camp and submits it to the MFN Lands & Resources Department.
2. The MFN Lands & Resources Department conducts site investigations, research, environmental planning and may make requests for additional information.
3. The MFN Lands & Resources Department makes a recommendation to the MFN Lands and Resources Committee.
4. The MFN Lands and Resources Committee reviews the application and makes a recommendation to MFN Chief and Council to accept and/or deny the application.
5. The MFN Lands and Resources department will provide a formal written authorization letter and permit with the Chiefs authorized signature and the applicant must sign the



6. permit and agree to the terms & conditions of the permit. If not accepted, a refusal letter will be sent to the applicant.
7. The applicant's compliance and adherence to the terms & conditions of the permit are enforced and monitored by the MFN Lands and Resources Department.
8. The applicant will be required to pay a \$100.00 non-refundable administration and processing fee.

### **Section E: Guidelines**

1. The applicant is a citizen of Mississauga First Nation, who is eighteen (18) years of age.
2. The applicant must complete a Dowenjigen Wigwam application and submit it to the MFN Lands and Resources department.
3. On the application, the applicant must clearly identify the requested location with GPS coordinates, size of the camp and proximity to any water sources for environmental concerns such as septic beds, etc.
4. Upon receipt of the permit, the applicant will accept the terms and conditions by an initial on each page of the terms and conditions in the permit.
5. Should two MFN Band citizens apply for the same lot, the first application will take precedence unless the first is not completed within a 30 day time frame.
6. The commercial use of a camp or campsite will not be permitted to renting, leasing or loaning to other individuals not listed on the permit.
7. The permit holder(s) can sell or transfer ownership of the camp to another MFN Band citizen or family member (must be on the MFN Band Membership list) ONLY and must inform MFN two (2) months prior to the intended transaction.
8. Upon the death of the permit holder, the camp must be passed on to another MFN Band citizen, who is immediate family; otherwise it will revert back to the MFN within sixty (60) days of the death of the person. In the case of two persons owning the camp, the survivor will become the sole owner of the camp as long as they appear on the MFN Band Membership list and all administration will be completed to reflect such.
9. All construction activities must be conducted in a manner that lessens the amount of environmental damage and degradation to the lands and the MFN Lands & Resources Department must be notified prior to all construction activities. The MFN Lands and



Resources department will periodically conduct inspections of the camp development and surrounding area.

10. Camps, grounds and surrounding area must be clean and regularly maintained according to the terms and conditions of the permit.
11. The permit holder must have a copy of his/her permit at camp location and posted in a visible location.
12. The permit holder is responsible for their visitor's actions and the onus is on the holder to inform their visitor(s) of the terms and conditions of the permit including MFN laws, environmental best practises and Anishinaabek laws.
13. Constructing, maintaining or repairing of access roads to the permit area is the responsibility of the permit holder and all activities must be approved by the MFN Lands and Resources Department.
14. The MFN Lands and Resources Committee has the right to revoke permits on an interim basis if the permit holder is found in violation of the terms and conditions of the permit with MFN Chief and Council having the final decision to either temporarily or permanently revoking permits.
15. If a permit is revoked, all structures must be properly removed within 30 days of the notice or it will become the property of MFN, who will have the right to sell, disassemble or lease the structure.

## **Section F: Requirements**

1. The MFN Lands and Resources Department will oversee all aspects pertaining to the Dowenjigen Wigwam which includes administration, technical assessments, monitoring and enforcement.
2. The MFN Lands and Resources Department will conduct site evaluations to ensure the requested location is suitable for camps in terms of MFN's environmental suitability, land use compatibility and community concerns.
3. MFN citizens can occupy MFN Territory on approved sites with an annual payment of \$100.00, provided that such dwelling abides by the terms and conditions.
4. The MFN Lands and Resources Department will inform all concerned parties of MFN citizens' camp locations on a request basis in the event of an emergency or safety issues that may arise.
5. MFN will deal directly with any crown authorities that are in contact or conflict with the



permit holders. The permit holder shall direct the said crown authority to the MFN Chief and Council for reconciliation of any discrepancies.

6. In no circumstances will MFN be liable or responsible for any claims by permit holders and/or third parties for any damages resulting from any errors, inaccuracies or omissions within this Policy. MFN shall have no obligation, duty or liability whatsoever in contract, tort or otherwise – including any liability or negligence. This includes fire or any other natural weather disruptions.
7. The MFN Lands and Resources Department will provide formal notification to the permit holder of any changes made to the terms and conditions within 30 days.
8. The MFN Lands and Resources Department will partner with the other MFN departments such as the Health Program to conduct water and soil testing at any time and/or when directed by MFN Chief and Council. MFN will be testing for man-made contaminants to provide protection and monitoring of the lands and water sources for environmental concerns.

### **Section G: Waste Management**

1. The permit holder must abide by MFN's Waste Management Policy in disposing of waste products.
2. All waste products must be taken to a properly recognized disposal site.
3. Washroom facilities must be located in areas that will not pose any present or future environmental problems and must be built according to the permit terms and conditions which, states that facilities must be a minimum of 100 feet from all water sources including lakes, rivers and streams.
4. Burning burying or disposing of any waste products or garbage is strictly prohibited as stated in the permit terms and conditions. These products include but are not limited to gases, diesel fuel, engine oil, cooking oil, building supplies, plastic, paints, human waste products and/or any deleterious substances.

### **Section H: Camp Regulations**

1. Camp construction must commence within one year of the approval date from MFN Chief and Council. The structure must be completed within a consecutive 1-year period, unless authorized by MFN Chief and Council.
2. The camp must not exceed 1000 square total feet in size which includes walls and roof. All traditional dwellings such as wigwams are accepted and encouraged.



3. No camp shall be built or placed within 50 feet of the shoreline or 30 feet on each side of any creek, stream or natural drainage area, unless authorized by the MFN Lands & Resources Department.
4. All permit holders will abide by the terms and conditions set out in the permit.

### **Section I: Policy Enforcement and Monitoring**

The primary objective of the MFN Lands and Resources department and the assertion of jurisdiction over MFN territory is to reclaim our authority in governing the lands and to revitalize our original instructions in existing with all our relations to ensure sustainability now and into the future.

1. The enforcement of MFN terms and conditions of the permit will be carried out by the MFN Lands and Resources Department with the assistance of the Mississauga First Nation Police Services.
2. All camps will be monitored to ensure compliance with terms and conditions of the permit, with particular emphasis on environmental issues.
3. Failure to comply with terms and conditions of the permit will result in the MFN Lands and Resources Department notifying the MFN Lands and Resources Committee and the possible removal of the permit by MFN Chief and Council.

### **Section J: Appeals Process**

This Appeals Process will allow MFN citizens who may be interested in obtaining a permit a mechanism to be utilized for a) permit applications that have been denied, b) permits that have been revoked under the terms and conditions and any other MFN law, environmental best practises and Anishinabek law violation. This particular process will be only applicable to this Policy.

1. Appeals must be in writing and submitted to MFN Lands and Resources Department within five (5) working days of the disagreement.
2. The MFN Lands and Resource Committee will meet with the complainant within thirty (30) days of receiving the formal request. The respected parties will be notified, in writing, of the time, date and location of the meeting. Prior to the meeting all documentation will be provided to all parties involved. All matters will be kept confidential.
3. The MFN Lands & Resources Committee will review the circumstances and provide recommendations to MFN Chief and Council. The final decision will be made by MFN



Chief and Council and supported with a motion number. Within 7 working days of the decision, MFN Chief and Council will inform the complainant by registered mail.

**September 10, 2014**

**BCR # 018-14-15 – Downjigen Wigwam**

**MOTION #100914-09**

**“That, the Mississauga First Nation Chief and Council do hereby resolve to adopt the Downjigen Wigwam as their official treaty camp policy for the Mississauga First Nation citizens asserting their treaty rights in building camps on treaty land.”**

<b>Motion:</b>	<b>Councillor Roger Boyer</b>
<b>Seconded:</b>	<b>Councillor Chief Reginald Niganobe</b>
<b>Call for Vote</b>	
<b>All in Favour</b>	<b>5 (1 Chair)</b>
<b>CARRIED</b>	