



Non-Commercial Harvesting Policy

I. Purpose

Nipissing First Nation (NFN) promotes the sustainable and fair access to and use of natural resources by its membership. The Nipissing First Nation Land Code provides the opportunity for NFN to make laws, regulations and policies in relation to lands and natural resources. The purpose of this policy is to guide the non-commercial harvest of renewable natural resources on NFN lands in a manner that protects the membership and the environment. The policy promotes certainty and clarity and guides the harvest process.

II. Definitions

Applicant: Means a member of NFN or Residential Lease Holder, 18 years or older, who applies for or holds a Non-commercial Harvesting Permit.

Harvesting Party: Means those duly identified as assisting with a given harvest as outlined on a Non-commercial Harvesting Permit or application.

NFN: Means Nipissing First Nation.

NFN Lands: Means the NFN Administrative Area as posted on www.nfn.ca.

Non-commercial harvest: Is the harvest of trees, shrubs, bushes or other renewable natural resources on land that is done for reasons other than monetary gain or replacement or the potential for such. This includes but is not limited to harvesting for fuelwood, construction materials, cultural practices, safety reasons, aesthetic reasons, to provide access to an area, resource or activity or other reasons at the discretion of Council or the Lands and Natural Resources Department.

Residential Lease Holder: Means someone who is named as a party to a residential lease agreement with NFN and resides permanently and lawfully on lands leased from NFN for residential purposes and whose lease is registered and in good standing with the NFN Lands and Natural Resources Department.

III. Permit

1. NFN members who wish to harvest land-based renewable natural resources or part thereof for non-commercial purposes must apply for and be granted a Permit from the NFN Lands and Natural Resources Department.
2. NFN members who wish to harvest small amounts of traditional medicines for their personal use or family use on a non-commercial basis may do so without a permit. This does not include cutting down trees to harvest traditional medicines.
3. Non-NFN members are not eligible for a Non-commercial Harvesting Permit.
4. NFN members may not apply for the Non-Commercial Harvesting Permit on behalf of anyone else.
5. Those wishing to sell or trade the resources harvested under a Non-commercial Harvesting Permit may not do so. Doing so is contrary to this policy, and those engaging in such activities are subject to sanctions outlined in this policy.
6. Those wishing to harvest natural resources for commercial purposes on NFN lands must do so through an NFN Business License or agreement with Nbissing Forestry Inc.
7. Residential Lease Holders on NFN lands must apply to the Lands and Natural Resources Department for a permit to harvest or remove trees or bush or another renewable resource on their leased property. Residential Lease Holders are not permitted to harvest any resources outside of their leased property on NFN lands.

IV. Permitting Process

1. Applicants will be given a paper or electronic permit application that they will fill out in full and return to the NFN Lands and Natural Resources Department.
2. The NFN Forestry Coordinator or other staff member appointed for such a purpose will contact the applicant and review the application and approve, modify, or deny the permit requested.
3. A permit will be issued to the applicant that must be registered with the Lands and Natural Resources Department, a copy of which will be placed in the applicant's file in the Lands and Natural Resources Department.
4. Two copies of the permit will be given to the applicant. One copy is to be retained by the applicant, and the other should accompany the applicant or members of their

harvesting party when accessing the resources permitted, harvesting the resources and transporting the resources harvested under a Non-commercial Harvesting Permit.

V. Applicant and Other Members of the Harvesting Party

1. The applicant will identify on their permit application them self and others who may be accompanying the applicant when harvesting and transporting the resources subject to the permit. Spouses and other family members of the applicant may be recorded as part of the harvest party if they are not a member of NFN at the sole discretion of the Forestry Coordinator or other NFN staff member reviewing the permit application.
2. The permit holder must be present on-site at all times. Any person(s) permitted to assist in the harvest must understand the contents of this policy and the applicable permit and that access for them as part of the harvesting party of the applicant is solely for the purpose stated under the Non-commercial Harvesting Permit and does not imply access or use for any other purpose whatsoever.
3. Changes to the make-up of a harvesting party must be approved by NFN before the harvest takes place.
4. Unauthorized members of a harvesting party are subject to penalty under this policy. The permit holder who knowingly allows unauthorized persons into their harvesting party may also be subject to penalty under this policy.

VI. Permit Time Line

1. Non-commercial Harvesting Permits will be valid for between 1 and 90 days. The duration of the permit will be clearly indicated on the permit issued to the permit holder.

VII. Harvesting Details

1. Applicants will clearly indicate on their application what the natural resources to be harvested will be used for and by whom.
2. The NFN Forestry Coordinator or another NFN staff member appointed for the purpose will clearly indicate on the permit the types of equipment that may be used for harvesting and transport.
3. The NFN Forestry Coordinator will indicate on the permit the species that may be harvested under the permit.

4. The permit will include a total harvest amount for each species that is permitted under a given permit.

VIII. Site Location

1. Applicants may propose a harvest area or inquire with the NFN Forestry Coordinator to find suitable harvest locations.
2. Proposed harvest areas will be visited and assessed by the NFN Forestry Coordinator prior to a permit's issuance.
3. The harvesting area boundaries or individual resources will be marked by the NFN Forestry Coordinator. The applicant may be requested to attend the area while such activities are taking place at the sole discretion of the NFN Forestry Coordinator.
4. After assessing the proposed harvest area, recommendations from the NFN Forestry Coordinator will be communicated to the applicant in person or by email as well as attached to, or reflected in, the permit issued.
5. Prior to the permit being approved and issued to the applicant, a survey of the harvest area may be conducted with the NFN Forestry Coordinator and the applicant to further explain site recommendations and the contents of the permit.
6. The NFN Forestry Coordinator will endeavour to consult with people or interests adjacent to the harvest area in a Residential or Commercial Zone of NFN. The NFN Forestry Coordinator, at his or her sole discretion, takes into consideration information gathered through consultation with neighboring parties in determining the issuance of a permit and or its content.

VIII. Areas of Concern

1. If any Areas of Concern (AOCs) are observed within the proposed harvest area, the NFN Forestry Coordinator will adjust the site location or implement protection measures based on the characteristics of the AOC.
2. Tampering with an AOC is an offence under this policy.

IX. Transportation

1. The permit will indicate if the resources are to be processed on-site or removed in whole or part for further processing at another location.

2. The permit holder will have a copy of the permit at any and all processing sites.
3. The permit will also indicate the method(s) of permissible transportation.
4. All natural resources harvested under a Non-commercial Harvesting Permit shall not be shipped or transported out of the Nipissing Forest Management Unit to eliminate the spread of insects and disease.

X. Fees

1. There will not be a fee charged for Non-commercial Harvesting Permits for amounts of natural resources that are deemed reasonable by the NFN Forestry Coordinator at her or his or their sole discretion.
2. If a proposed Non-commercial harvest is deemed by NFN staff to be beyond the immediate needs of the applicant, to not be in the interests of the membership of NFN, be unreasonable, or as having a commercial value, then the Harvesting Permit will be refused and the applicant must obtain an NFN Business License or contract with Nipissing Forestry Inc. for the proposed harvest at the sole expense of the applicant.

XI. Monitoring

1. The activities of a permit holder and their harvesting party will be monitored by the NFN Forestry Coordinator, NFN Environmental Officer or NFN Enforcement Officers throughout the duration of the permit.
2. The NFN Forestry Coordinator has the right to make any amendments to the permit and suggestions regarding the harvesting operation throughout the duration of the permit.
3. Permit holders may be required in writing or through other methods of communication to furnish a report on harvest progress or other information such as site photos to the Lands and Natural Resources Department.
4. Harvest activities under a Non-commercial Harvest Permit or those that should be under such a permit may be monitored by the NFN Lands and Natural Resources Department through site inspections on the ground, water or through the air.
5. Failure to comply or interfere with monitoring efforts related to a Non-Commercial Harvesting Permit is an offence under this policy.

XII. Enforcement

1. After an inspection, the NFN Forestry Coordinator may terminate a Non-commercial Harvesting Permit if the permit holder's activities are not in accordance with any of the stipulations outlined on the permit.
2. The NFN Forestry Coordinator may terminate a permit at any time if any excessive damage and or detrimental environmental impacts are observed in the specified harvest area.
3. If the NFN Forestry Coordinator observes any safety issues or detrimental environmental impacts in the permitted harvest area or related to a permitted or non-permitted harvest, those responsible may be subject to fines or other sanctions according to this policy.
4. No person shall obstruct, interfere with or hinder Council or any authorized employee, officer, or agent in the carrying out of their duties and responsibilities under this policy.
5. Any person who violates any of the provisions of this policy or who suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this policy, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this policy, is guilty of an offence under this policy, and is liable to the penalties imposed by this policy.
6. Any person who is guilty of an offence under this policy is liable for a fine of not more than one thousand dollars (\$1,000.00) per act of harvest or other act related to the offence.
7. A person who coerces, threatens, intimidates or harasses a person from making an application under this policy, including any schedules, or to deter NFN staff or leadership from carrying out their obligations under this policy, or in retaliation for seeking or obtaining a remedy under this policy, including any schedules, commits an offence and is liable to a fine of not more than one thousand dollars (\$1,000.00).
8. A person who gives false or misleading information to the NFN Forestry Coordinator, NFN Environmental Officer, or NFN Enforcement Officers, or during a mediation or NFN Tribunal proceeding under this policy, commits an offence and is liable, to a fine of not more than one thousand dollars (\$1,000.00).

9. A person or persons who wish to dispute a fine issued under this policy may do so by engaging with the NFN Tribunal process under section 8 of the NFN Land Code.

XIII. Liability of the Permit Holder

1. By signing a Non-commercial Harvesting Permit, the holder agrees to take on any and all liabilities arising in relation to a given permit.

XIV Immunity of Nipissing First Nation

1. No action for damages lies or may be instituted against present or past Council, employees, servants or agents of either Nipissing First Nation or Council:
 - 1.1 for anything said or done or omitted to be said or done by that person in the performance or intended performance of the person's duty or the exercise of the person's authority; or
 - 1.2 for any alleged neglect or default in the performance or intended performance of the person's duty or the exercise of the person's authority.
2. Nipissing First Nation, present or past Council, employees, servants or agents of Nipissing Nation or Council is not liable for any damages or other loss, including economic loss, sustained by any person, or to the property of any person, as a result of neglect or failure, for any reason, to discover or detect any contravention of this policy or any other Nipissing First Nation law or policy, or from the neglect or failure, for any reason or in any manner, to enforce this policy or any other Nipissing First Nation law or policy.
3. All actions against Nipissing First Nation for the unlawful doing of anything that:
 - 3.1 is purported to have been done by Nipissing First Nation under the powers conferred by this policy or any Nipissing First Nation law or policy, and
 - 3.2 might have been lawfully done by Nipissing First Nation if acting in the manner established by policy, must be commenced within six (6) months after the cause of action first arose, or within a further period designated by Council in a particular case, but not afterwards.

XV Enactment

This policy shall come into force and effect on the 4th day of May 2021.

Appendix 1: Non-commercial Harvest Permit Application

NFN Non-commercial Harvest Permit Application

Date of application: _____ Received by Lands and Natural Resources Department: _____

1. Applicant, Personal Contact Information

- a) Name of Applicant: _____
- b) Band Number: _____
- c) Phone Number: _____
- d) Address: _____
- e) Email: _____

- f) Others that may be present on site (Harvesting Party):

2. Permit Time Line

- a) Please indicate targeted date(s) for harvest:

3. Harvesting Details

- a) What harvesting equipment do you propose to use:

- b) Purposed use of material harvested:

- c) Species to be harvested: _____

- d) Estimated amount or volume to be harvested:

4. Site Location

- a) Proposed harvest area location (You may attach a map):

5. Transportation

- a) Will natural resources be processed on site? Yes / No

If no, please explain the proposed harvesting and transportation process:

6. Liability

- a) I, by my signature on this application, state that I fully and forever release and discharge Nipissing First Nation, Nipissing Chief and Council, directors, officers, employees, agents, insurers, and successors (collectively, the release parties) from any and all losses, damages, injuries, howsoever occurring whether by negligence or otherwise (including death) claims, demands, lawsuits, expenses (including legal fees and disbursements) and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with this permit.
- b) As the applicant, I fully understand that I am responsible for the safety and wellbeing of all my invitees, employees, agents, officers, friends, family and community members related to the approved harvest area.
- c) I have been requested to read the above clauses under Liability and by placing my initials here: _____, I acknowledge and understand these clauses and their contents.

Applicant Signature: _____ **Date:** _____

NFN Non-Commercial Harvest Permit

Date of issue: _____

7. Permit Holder Personal Contact Information

g) Name of Applicant: _____

h) Band Number: _____

i) Phone Number: _____

j) Address: _____

k) Email: _____

l) Others that may be present on site (Harvesting Party):

8. Permit Time Line

b) This NFN Non-commercial Harvesting Permit is valid from the _____ day of _____
20____ and expires on the _____ day of _____ 20____

9. Harvesting Details

e) Harvesting equipment to be used: _____

f) Use of material harvested: _____

g) Species to be harvested: _____

h) Amount or volume to be harvested: _____

10. Site Location

b) Harvest area location:

11. Transportation

b) Will the natural resources be processed on site? Yes / No

If no, harvesting and transportation process:

12. Liability

- d) I, by my signature on this permit, state that I fully and forever release and discharge Nipissing First Nation, Nipissing Chief and Council, directors, officers, employees, agents, insurers, and successors (collectively, the release parties) from any and all losses, damages, injuries, howsoever occurring whether by negligence or otherwise (including death) claims, demands, lawsuits, expenses (including legal fees and disbursements) and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with this permit.
- e) As the permit holder, I fully understand that I am responsible for the safety and wellbeing of all my invitees, employees, agents, officers, friends, family and community members related to the approved harvest area.
- f) I have been requested to read the above clauses under Liability and by placing my initials here: _____, I acknowledge and understand these clauses and their contents.

Applicant Signature: _____ **Date:** _____

NFN Forestry Coordinator: _____ **Date:** _____

NFN Natural Resources Manager: _____ **Date:** _____

NFN Director of Lands & Natural Resources: _____ **Date:** _____