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January 10, 2007

## **BEAUSOLEIL FIRST NATION RESOURCES**

**Formally:  
Beausoleil First Nation  
Forest  
Policy and Procedures**

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**(A WORKING DOCUMENT)**

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## **SECTION 1:**

# **BEAUSOLEIL FIRST NATION RESOURCE POLICIES**

## **INTRODUCTION:**

The Beausoleil First Nation Lands and Forestry Departments are responsible for the Sustainable Forest Management on Beausoleil First Nation Territory. The Lands and Forestry Departments responsibilities may also include the harvesting and distribution of wood products to mills. The Lands and Forest Units are accountable to Beausoleil First Nation Chief and Council.

## **VISION**

**Our vision is to improve the state of Beausoleil First Nation Resources and to enhance participation and create opportunities for Beausoleil First Nations economic growth.**

## **MISSION**

**Beausoleil First Nation mission is to nurture and protect while establishing sustainable practices and to increase species diversity on our Lands.**

## **GUIDING PRINCIPLES**

### **1. COMMITMENT**

The Beausoleil First Nation will comply with applicable laws, regulations, policies and standards.

#### **Standard:**

- Committed to the prevention of pollution
- Continual improvement of Forest Management Operations and resource related activities.
- Ensure Beausoleil First Nations Employees, Contractors and Operators are aware of their responsibilities under the Beausoleil First Nation Resource Document.
- Regularly review the Resource Policy and update as required.

## 2. BAND MEMBERSHIP CONSULTATION

Provide opportunities for Community consultation on Forest Management Practices in Beausoleil First Nation Territory.

### **Standard:**

- Facilitate public review and input on the Forest Management Plan and work schedules and respond to comments in a timely fashion.
- Effectively communicate Forest Management Practices to the membership.

The Beausoleil First Nation will work co-operatively with the Chief and Council and Community Members to identify and implement ways to achieve more participation in the Forest Management Planning for Beausoleil First Nation Lands.

## 3. TRADITIONAL AND CULTURAL VALUES

Traditional and Cultural values are unique components of the forest environment.

### **Standard:**

- Identify and protect values
- Consult with elders and research history

## 4. FOREST DIVERSITY

Forest Management Practices shall respect wildlife habitat, genetics, species and ecosystem diversity on Beausoleil First Nation landscape.

### **Standard:**

- Create and define forest habitat conditions and increase our species diversity.
- Maintain site-specific diversity through applications of Forest Management Prescriptions.
- Long-term commitment to ensure sufficient funds are budgeted to train personnel.
- Involve expertise from related scientific and traditional disciplines in planning and implementation of activities.
- Maintain the productive capacity of the soil.
- Regenerate the forest to the appropriate species for site-specific initiatives.
- Use current scientific Forest Management techniques, and practice Traditional harvests.

## 5. PLANNING

Sustaining healthy forest ecosystems is the main priority in the planning and implementation of all activities.

### **Standard:**

- Maintain a data base of current forest information.
- Identify and protect forest and traditional values through applications of 'Area of Concern' prescriptions as detailed in the Beausoleil First Nation Resource Management Plan.

## 6. RECREATION

Forest Operations will be planned and implemented in harmony with member recreation on Beausoleil First Nation Lands.

### **Standard:**

- All Forest Operations will be located away from recreational features during peak periods of usage. (campgrounds, parks, hiking trails, spiritual places)
- Maintain aesthetic qualities of the Beausoleil First Nation forest landscape.

## 7. HEALTH AND SAFETY

Protection of human health is an integral part of all Forest Operations and Activities.

### **Standard:**

- Establish and communicate safe working habits to Beausoleil First Nation members working in the Resources also to Contractors and Clients.
- Organize training programs for Beausoleil First Nation employees and assist Contractors and Clients in their Training Programs.
- Maintain and communicate Emergency Response Plans and Procedures.

## 8. ACCOUNTABILITY

Periodic audits shall ensure that operations are consistent with established policies and objectives. Compliance with current by-laws and regulations, and the prevention of pollution will be continuously evaluated.

### **Standard:**

- Ongoing compliance monitoring.

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- Periodic independent audits and check scales shall ensure that operations are consistent with the Beausoleil First Nation Forestry Policy.

## 9. FOREST RESEARCH & EDUCATION

The Beausoleil First Nation shall encourage Scientific Forest Research and Operational Practices shall be updated to keep pace with new procedures and practices.

### **Standard:**

- Participate in research projects that contribute to the health of the forest ecosystems and productivity of the forest.
- Establish partnerships with Private Sectors and other Scientific Institutions.
- Effectively communicate new procedures to employees and membership in a timely fashion.
- Participation by the Beausoleil First Nation Membership in the development of new standards and guidelines.
- Establish partnerships to promote Forestry Education and Forest Health Awareness.

## SECTION 2

### TIMBER HARVESTING

#### PART A: OBJECTIVES

1. Purpose of Operation:
  - Timber
  - Sawlog
  - Salvage
  - Rehabilitation
  - Land/Lot clearing
  - Silviculture
  - Agriculture
  - Trails
  - Road building/maintenance
  - Fuelwood – (commercial)
  - Agro-forestry
  - Park Development
  - Aggregates

## **PART B: APPLICATION GUIDELINES**

1. The individual or organization commissioning the Harvester must be a member of Beausoleil First Nation.
2. The Harvester and/or the Harvester's employee(s) must possess valid certificates and licenses for harvesting for use of sale any of Beausoleil First Nation Resources.
3. All lands on Beausoleil First Nation are subject to Environmental Assessment Screening prior to planning any operations that may affect the natural state of the area.
4. The Harvester must file an Operational Plan with Beausoleil First Nation Lands Management Officer.
5. Operation objectives must be stated in the Operational Plan and Planning must comply with the Beausoleil First Nation Resource Management Plan.

## **PART C: APPLICATION PROCEDURES**

1. It is the Landowners' responsibility to have a qualified professional:
  - a) Layout Operations
    - Mark skid trails
    - Identify road corridors with 30m road allowance
    - Identify and clearly mark landings
  - b) Survey Lot Boundaries
    - Clearly mark boundaries with Red Marking Paint
    - Prescriptions for "Areas Of Concern", "Sensitive Sites", "Wetlands", "Wildlife Habitat", "Access Roads and Water Crossings", "Species at Risk", "Traditional and Cultural Sites" by qualified professional and boundaries marked in Red Marking Paint for Reserved and Modified Areas.
  - c) Trees Marking
    - Follow Beausoleil First Nation Resource Management Plan for Annual Cut Allowances.
    - Mark allocations for Annual Work Schedule.
    - Removals (yellow-orange)
    - Stay (blue)
  - d) All timber/lumber is to be scaled and graded prior to removal from Harvesting/Operating site by Qualified Scaler approved by Beausoleil First Nation.

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## **PART D: TRANSPORTATION**

### **1. RULES AND REGULATIONS**

- The Harvester must ensure the safe operation of all equipment used in the removal of timber products.
- All traffic laws must be strictly adhered to.
- Timber products will not be transported during the following times in order to ensure the safety of our children.
  - Monday - Friday
  - 8:30 a.m. – 9:00 a.m.
  - 11:30 a.m. – 1:00 p.m.
  - 3:00 p.m. – 4:00 p.m.
- For the peace of the community, timber products will not be transported through the village area after 10:00 p.m.
- Any damage to roads and/or property resulting directly to harvesting or transportation of timber products is the sole responsibility of the harvester to repair and/or restore.
- Timber products will NOT be stock piled at or near the dock area unless otherwise approved by Chief and Council.
- No entering Private Property during the transportation of timber products without prior written approval from the Landowner and Registered with Lands Management Officer.
- Signage for Operations. “Speed Postings” “Logging in Process” “Trucks Turning” “Private Roads” “Private Trails” “Research and Protected Area’s”, “Forest Reserves”

## **PART E: ACCESS ROADS and WATER CROSSING**

1. Roads, trails and any water crossings will follow prescriptions for “Area’s of Concern” as well as planning with Road Building Strategies.
  - Private Land – no trespassing – alternate routing
  - Annual Work Schedule concessions/islands
  - Islands – shipping/loading docks/landing sites
  - Private Roads - access – decommission

See: **Schedule “A” Form “A”**: and processes for an **Environmental Screening Assessment** and any other documents required by Council.

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### **PART F: FOREST FIRE PROTECTION FOR LOGGING AND SILVICULTURE OPERATION**

1. Check daily for Fire Rating and have a daily “Emergency Field Plan” in place.
2. Every person operating a power saw must have available, in the immediate cutting area, a minimum of a 1 lb. ABC chemical fire extinguisher that is in working condition.
3. One (1) filled rigid back pack complete with trombone (in operating condition) and One (1) shovel must be available in the immediate working or cutting area of each crew.
4. Every piece of mechanical equipment must have an adequate exhaust system and muffler in good condition with a heavy duty spark arrestor, permanently affixed to the outlet of such system.
5. Every skidder is to be equipped with 1 – 10 lb. ABC type extinguisher.
6. Every piece of mechanical equipment, i.e. skidders, slashers, etc. shall be cleared of flammable debris on a regular basis.
7. All electric and oxy-acetylene welding equipment must be on a site cleared to mineral soil for a minimum distance of 3 meters.
8. All electric and oxy-acetylene welding equipment must have present a minimum of 1 –20 lb. ABC Dry Chemical fire extinguisher in working condition for each set of welding apparatus.
9. A minimum of 50% of the personnel in a work permit area must be competently trained in the use of the fire suppression equipment.
10. Modification of bush operations in the form of early shifts, closure or additional fire prevention measures must be approved by the Beausoleil First Nation.

### **PART G: BOAT AND FERRY TRAVEL**

- Large truck rate:
- Small truck rate:
- ½ loads:
- Ice Road Policy?
- Beckwith – Hope “Docking System”?
- Industry / Tourism “Exporting / Importing Schedules”

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## **PART H: HEALTH AND SAFETY**

1. All people working in the Resource Industry must have Health and Safety Training or Certificates.
2. Operators in Forestry or Aggregates must have certification or training certificates for chainsaw, skidders, loaders, trucks, bulldozers.
3. First aid kits are to be on site.
4. Health and Safety Plan for Daily Emergencies.
5. Communications Plan for emergencies (radio, satellite phone, cell phone)
6. Field reporting for Workman Safety Insurance Board.

## **PART I: ENVIRONMENTAL ACCIDENTS**

1. A spill kit is to be on site for any hazardous substances spill.
2. Any action that inhibits or renders any quality to the water, soil or air will be reported to the Beausoleil First Nation Chief and Council immediately.

## **PART J: MONITORING**

1. Beausoleil First Nation reserves the right to have representatives inspect the Harvesters Operation at any time without prior notice.
2. The Harvester may have an independent Registered Professional Forester inspect his/her operation at his/her expense.
3. Beausoleil First Nation will inspect the Land entailed in the Operation Plan to ensure the Resource Management Plan, Area's of Concern and Silvicultural Prescriptions have been followed and sustainable harvesting has occurred with all merchantable timber utilized, tops removed, slash cut to no higher than 2ft in height and access roads and water crossing restored or protected.
4. Beausoleil First Nation reserves the right to check scale any timber at anytime during the harvesting operations and/or transporting of timber on Beausoleil First Nation Lands by an approved Timber Scaler.
5. All timber/lumber must have a Bill of Lading indicating, species, pieces, volume and scale accompanying each load leaving Beausoleil First Nation.

## **PART K: REPORTING**

1. The Harvester must follow a Forest Operations / Resource Management Plan and report all activities to the Beausoleil First Nation Lands Management Officer in a timely fashion, or respectfully every other week.
2. The Harvester will ensure all timber/lumber is scaled, graded and recorded by species, pieces, and volumes and accurate records are kept and reported on every 2 wks to Beausoleil First Nation Lands Office.
3. Failure to report all activities to the Beausoleil First Nation Lands Office will result in the immediate halt of Harvesting Operations.

## **PART L: PRIVATE LAND OWNERS**

4. The Private Land Owner and the Harvester must jointly file a Logging Plan with Beausoleil First Nation Lands Office.
5. The Private Land Owner must provide Proof of Title to the land identified in the Harvesting Plan.
6. Timber Dues will be collected from the Private Land Owner/Harvester.
7. All polices, procedures, guidelines and compliance must be followed by the Private Landowner before, during and after the harvest.
8. An Administration Fee of \$00.00 will be paid to the Beausoleil First Nation Lands Office.

## **PART M: COMPLIANCE FOR HARVESTING**

- 1) The Resources being utilized on Beausoleil First Nation will be subject to Compliance Monitoring and Auditing Procedures to regulate extractions and promote Sustainable Harvesting Practices.
- 2) Compliance for “Area’s of Concern” and “Operational Prescriptions” will be monitored by a qualified professional to ensure prescribed practices are being met.
- 3) Compliance Monitoring for Wasteful Practices will be monitored by a qualified professional.
  - Leaving high stumps
  - Leaving merchantable timber
  - Leaving merchantable trees
  - Leaving lodged trees
  - Failure to utilize wood chip fiber
- 4) All merchantable products will be measured, scaled or weighed and proper tracking forms “Bill of Ladings” will accompany each load of product leaving Beausoleil First Nation.  
Each load will possess a “Bill of Lading” indicating
  - Date
  - Licensee
  - Vehicle identification
  - Species
  - Measuring location
  - Approval number
  - Destination (name or code)
  - Signature of issuer/trucker
  - Any other information requested by Beausoleil First Nation

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## **PART N: ENFORCEMENT PENALTIES**

1. Identification of Authority – Stewardship, Officer, Forester or Technician will represent Beausoleil First Nation in Compliance Monitoring for Beausoleil First Nation Resources.
2. The first documented non-compliance occurrence may result in one or more of the following remedies or enforcement actions:
  - verbal warning
  - written warning
  - remedial action (voluntary compliance)
  - stop work order
  - repair order
  - compliance order
  - administrative monetary penalty
  - offences
  - loss of resource harvesting privileges (1-5 year)
3. The second occurrence will result in mandatory monetary penalty and may include one or more of the above. Monetary penalties for leaving high stumps, merchantable timber, merchantable trees, or lodged trees:
  - First monetary penalty:  
\$5.00 for each infraction to maximum of \$5,000
  - Second monetary penalty:  
\$10.00 for each infraction to a maximum of \$10,000
  - Third monetary penalty:  
\$15.00 for each infraction to a maximum of \$15,000
4. Monetary penalties for unauthorized harvests, unauthorized hauling or leaving wood chip fiber:
  - First monetary penalty may be the greater of:  
1-2 times the applicable stumpage values or \$5,000
  - Second monetary penalty may be the greater of:  
3-4 times the applicable stumpage values or \$10,000
  - Third monetary penalty may be the greater of:  
5 times the applicable stumpage values or \$15,000  
Maximum Monetary Penalty for above infractions: \$15,000
5. Criteria used to determine violation to be first, second, third violation:

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- Compliance history-time period (all violations committed in the last 3 years from the date of the current violation are counted)
  - Violations for wasteful practices, unauthorized harvests, unauthorized hauling, or any other infraction under Beausoleil First Nation resource compliance are considered when assessing the previous 3 years.
  - Violations of any members working for a company within the harvesting unit are considered when assessing the previous three year period.
9. Unauthorized harvest committed on a harvesting area by a person or persons beyond the control of the Contractor or Company will not be considered when determining a violation to be a 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup>.
  10. Violations recorded against the Contractor or Company on a particular harvesting area will be considered.
  11. When an Unauthorized Harvest, Unauthorized haul, or an Wasteful Practice is discovered, current policy and procedures will be followed to document the occurrence and determine a remedy if warranted.
  12. An Administrative Penalty for Wasteful Practices may be assessed even if the timber has been:
    - measured, stumpage collected
    - reasonable market opportunity exists
    - has been measured and stumpage has not been collected
    - has not been measured
  13. A person who is liable for an Administrative Penalty may within thirty days after receipt of notice, make representations to the Chief and Council on whether a penalty should be imposed and on the amount of any penalty.

## **SECTION 3:**

### **HARVESTING FUELWOOD**

#### **PART A: APPLICATION GUIDELINES AND PROCEDURES**

1. The Harvester must be a Member of Beausoleil First Nation.  
(Band Members who owns their own property are required to harvest on their own Private Land.)
2. The Harvester and/or the Harvesters employees must possess a valid Certificate for operating a chainsaw.

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- Private Landowners cutting on their own property are advised to have a Chainsaw Operation Certificate.

3. The Beausoleil First Nation's Resource Management Plan must be strictly adhered to.

- Trees to be marked by qualified professionals.

The Harvester must file a Fuelwood Plan with Beausoleil First Nations Lands.

## **PART B: TRAIL CLEARING FOR FUELWOOD**

1. Fallen trees along roads and trails can be Harvested for Fuelwood by qualified Band Members with Chainsaw Operators Certificate.
2. No removal of dead or fallen trees from Private Property without Prior written approval from the Land Owner and Registered with the BFN Lands Office.
3. Tree stump must be within 15 meter of trail or road or otherwise obstructing traffic.
4. The Whole tree must be cleaned and removed with tops utilized to 4 cm in diameter and slash cut and piled to no higher than 2ft. from ground.

## **PART C: TRANSPORTATION**

1. The Harvester will ensure the safe operation of all equipment used in the transportation of fuelwood.
2. If it necessary to enter Private Property during the transportation of fuelwood, the Harvester must have the Landowners written permission prior to movement and registered with the Lands Management Office.

## **PART D: DUES**

1. Dues are not applicable to Private Land Owners.
2. Dues are set at \$5.00 for face cord for fuelwood cut by band member on Band Land.
  - Does not include trail clearing or hazard cuts.
3. Dues will be paid by cash or cheque directly to Beausoleil First Nation.
4. Failure to pay dues will result in halting any future fuelwood activities.

## **PART E: MONITORING AND COMPLIANCE**

1. Beausoleil First Nation reserves the right to have a qualified representative inspect the harvesters operation at any time without notice.
2. The harvester will report all activities to Beausoleil First Nation Lands Department immediately upon the completion of the Harvesting Plan.
3. Failure to report all activities to Beausoleil First Nation Lands Department will result in the halt of future harvesting activities.

## **SECTION 4:**

### **NON-TIMBER FOREST PRODUCTS.**

#### **PART A: PRODUCTS COLLECTED FOR THE USE OF SALE OFF RESERVE**

- Canada Yew
- Blood Root
- Chaga
- Morals
- Fiddleheads
- Mushrooms and Fungi
- Seed and Cone
- Berries
- Fruits
- Maple Syrup
- Leeks

#### **PART B: APPLICATION GUIDELINES AND PROCEDURES**

1. Harvesting, Gathering and Collecting of Non-Timber Forest Products will be reserved for Beausoleil First Nation Band Members unless otherwise stated by Beausoleil Band Council.
2. Non-Band members living with Band Members have the right to Harvest Non-Timber Forest Products for benefit of the Band Members household.
3. Harvesting, Gathering and Collecting Non-Timber Forest Products for personal or community uses will lay souly on the integrity of the Band Member Harvesting.
4. Harvesting of wildlife should be reported to the Forestry Unit. (Record keeping purposes only.)
5. Harvesting, Gathering and Collecting of Non-Timber Forest Products for the purpose of employment or sale to off reserve sources will be under strict Regulations and Compliance for Sustainable Practices.
  - Applies to Renewable Resources only.
  - Sustainability Plans for Band Lands must be approved by Beausoleil First Nation prior to Harvest.

#### **PART C: TRANSPORTATION**

1. The Harvesters, Collectors and Gatherers will ensure the transporting of Non-Timber Forest Products does not disrupt the ecology of Beausoleil First Nation Lands.

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2. If it is necessary to enter Private Land during the transporting of Non-Timber Forest Products the Harvester, Gatherer or Collector must have written permission from the Landowner and Registered with the Lands Office.

## **PART D: DUES**

1. Beausoleil First Nation Members will not be subject to dues on Band Lands.

## **PART E: REPORTING**

1. Reporting and Sustainability Plans apply to Non-Timber Forest Products being harvested for the Sale off Reserve.
2. Weekly reporting of volumes extracted, and locations of extraction are to be reported to the Beausoleil First Nation Lands Officer.
3. Harvesting locations will be identified with signs indicating “Harvesting in process”.
4. Failure to report all activities to the Beausoleil First Nation Lands Office will result in the halt of any future Harvesting Activity.

## **PART F: MONITORING**

1. Beausoleil First Nation reserves the right to enter Private or Band Lands to inspect for Sustainable Practices at any time without prior notice.
2. Harvesting Practices will be strictly monitored to comply with Sustainability Plans.

## **PART G: COMPLIANCE**

1. There will be no extraction of Non-Timber Forest Product for the purpose of sale without a Sustainability Plan and Lands Officer approval.
2. Harvesting Non-Timber Forest Products for the purpose of sale without an approved Sustainability Plan will result in halt of harvesting.
3. Non-Timber Forest Products used in Commercial Harvests will be under Compliance Monitoring by a qualified professional.
4. All Rules and Regulations for Sustainable Harvests must be followed.
5. A Sustainability Plan Registered with the Lands Office is needed for harvesting Non-Timber Forest Products for commercial use.
6. Landowner Permission must be Granted and Registered with the Lands Office.
7. Annual reports to Lands Office on total volume harvested and locations of harvest.

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## **PART H: SPECIAL CONSIDERATIONS**

1. Non-Timber Forest Products, Harvested, Collected, and Gathered on Beausoleil First Nation by Beausoleil First Nations Members for Personal or Ceremonial use will not be subject to Sustainable Planning.
2. Non-Band Members, Lessees, Campers, Cottagers, Day Trippers, Boaters will be subject to a Resource Search if suspected to be transporting Beausoleil First Nation Resources off Reserve.
  - Firewood, wildlife, fish, aggregates, timber, plants, trees, Non-Timber Forest Products (driftwood, berries, fungus, mushrooms, sweet grass, medicines, ect.)
3. Band Members and Non-Band Members, Lessees, Campers, Cottagers, Day Trippers will be subject to a Resource Search if suspected to be transporting Resources on Reserve.
  - Wildlife, firewood, uncertified lumber, plants or trees that could be a threat to the ecology of Beausoleil First Nation.

## **PART I: ENFORCEMENT PENALTIES**

A documented Non-Compliance occurrence in violation of Non-Timber Forest Products Sustainable Harvesting Plans, Practices and Trespass may result in one or more of the following Remedies or Enforcement actions:

- verbal warning
  - written warning
  - remedial action (voluntary compliance)
  - stop work order
  - compliance order
  - administrative monetary penalty
  - loss of resource harvesting privileges (1-5 year)
1. A person who is liable for an Administrative Penalty may within thirty days after receipt of notice, make representations to the Chief and Council on whether a penalty should be imposed and on the amount of any penalty.

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## **SECTION 5:**

### **NON-RENEWABLE RESOURCES (SAND, GRAVEL, STONE)**

#### **PART A: APPLICATION GUIDELINES**

1. An Application must be filed with the Lands Office and brought before Beausoleil First Nation Band Council and Membership before any action is taken to proceed with any Plans to extract Non-Renewable Resources.

#### **PART B: APPLICATION PROCEDURES**

1. Upon approval from Chief and Council the Band Member wishing to extract the Resource must seek Environmental Screening Assessment.
2. Upon approval of the Environmental Screening Assessment an Operational Plan, Mitigation Plan, Restoration Plan must be presented to Chief and Council and Membership.

#### **PART C: DUES**

1. Non-Renewable Resources extracted for sale on or off reserve will pay dues in the amount of set price established by Beausoleil First Nation Chief and Council.

#### **PART D: COMPLIANCE**

1. Non-Renewable Resource used in Commercial Harvests will be under Compliance Monitoring by a qualified professional.
2. All Rules and Regulations for Sustainable Extractions must be followed.
3. A Sustainability Plan Registered with the Lands Office is needed for Extracting Non-Renewable Resources for Commercial Use.
4. Landowner Permission must be Granted and Registered with the Lands Office.
5. Weekly reports to Lands Office on total volume extracted and locations of extractions.

#### **PART E: ENFORCEMENT PENALTIES**

1. The first documented Non-Compliance occurrence in violation of Non-Renewable Harvesting Plans, Practices and Trespass may result in one or more of the following Remedies or Enforcement actions:
  - verbal warning
  - written warning
  - remedial action (voluntary compliance)
  - stop work order
  - compliance order
  - administrative monetary penalty
  - loss of resource harvesting privileges (1-5 year)

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1. The second occurrence will result in mandatory monetary penalty and may include one or more of the above.
2. The third offence will result in loss of Extracting Privileges.
  - In the case of Private Property the penalty will be paid to Landowner.
4. A person who is liable for an Administrative Penalty may within thirty days after receipt of notice, make representations to the Beausoleil First Nation Chief and Council on whether a penalty should be imposed and on the amount of any penalty.

## **SECTION 6: AGGREGATES**

(See Schedule A: Form “A” plus Environmental Screening Process)

## **SECTION 7:**

### **PARKS AND RECREATION**

(See Schedule A: Form “A” plus Environmental Screening Process)

## **SECTION 8:**

### **COTTAGE INDUSTRY**

(See Schedule A: Form “A” plus Environmental Screening Process)

## **SECTION 9:**

### **FISHERIES INDUSTRIES**

(Information needed)

## **SECTION 10:**

### **PROTECTED AND SCIENTIFIC SITES**

#### **PART A: RESEARCH**

1. Sites identified and used for Research will be protected by identifying the locations on Values Map and clearly marked boundary of Research Plots in the field.

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## **PART B: AREA'S OF CONCERN**

1. Sensitive Sites such as Wetlands, Shorelines, Lakes and Streams will be protected by clearly marking boundaries in Red Paint. There will be Prescriptions for each value and identified on Values Map.

## **PART C: TRADITIONAL AND SPIRITUAL PLACES**

1. Places with special interest to Beausoleil First Nation will be identified on Values Maps and boundaries clearly marked.

### **SECTION 11:**

#### **WINDMILL INDUSTRY**

(Information needed)

### **SECTION 12:**

#### **FERRY INDUSTRY**

(Information needed)

### **SECTION 13:**

## **REMEDIES AND ENFORCEMENT**

### **PART A: DAMAGE BY FOREST OPERATIONS**

1. If in the opinion of the Beausoleil First Nation Band Council the Forest Operations conducted on Beausoleil First Nation are causing or likely to cause loss or damage that impairs the Sustainability of the Forest or that may be in contrary to Beausoleil First Nation Resource Management Document, Management Plan or work schedule approved by the Band Council, the Band Council May order:
  - Direct the Forest Operations to stop.
  - Establish limits or require other changes in the Resource Operations.
  - Amend Resource Management Plans or the Work Schedule.

### **PART B: REPAIRS – BAND COUNCIL POWERS**

1. If in the opinion of the Beausoleil First Nation Band Council, a person causes or permits damage to soil, water, plant life, or wildlife habitat on Beausoleil First Nation Territory the Band Council may:
  - Order the person to take actions as the Beausoleil First Nation Band Council directs to repair the damage or to prevent further damage.

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- Take actions that the Beausoleil First Nation Band Council considers necessary to repair the damage or to prevent further damage.

## **PART C: COSTS FOR DAMAGES AND REPAIRS**

1. The person or contractor who caused or permitted the damage to the Resource is Liable to the Beausoleil First Nation Band Council for all costs associated with the actions to amend, repair and/or restore.

## **PART D: COURT POWERS**

1. If the person causes or permits damage to water, soil, plant life or wildlife habitat on Beausoleil First Nation Territory, the Beausoleil First Nation Band Council may order the person to take actions as the court directs to repair the damage or to prevent further damage.

## **PART E: COMPLIANCE WITH RESOURCE PLANS AND AGREEMENTS**

1. If in the opinion of the Beausoleil First Nation Band Council, a person or contractor has failed to comply with the Resources Plans and/or Resource Agreements the following may occur.
  - Order the person to take such actions as the Beausoleil First Nation Band Council directs to rectify and carry out obligations imposed in the Resource Agreement.
  - Take such action as the Band Council considers necessary to carry out obligations imposed in the Resource Agreement or Plan.

## **PART F: COSTS FOR INFRACTIONS**

1. The person who failed to comply with the Resource Agreements or Plans is liable to the Beausoleil First Nation Band Council for all costs associated with any action taken by the Beausoleil First Nation Band Council to rectify, restore and/or repair the infraction.

## **SECTION 14:**

## **BEAUSOLEIL FIRST NATION RESOURCE **BYLAWS****

### **PART A: DEVELOP BYLAWS**

### **PART B: APPLY BYLAWS**

### **PART C: ENFORCE BYLAWS**

### **PART D: CONTROL OF RESOURCES**

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## SCHEDULE "A"

### FORM "A" APPLICATION FOR A DEVELOPMENT, INTERFERENCE WITH WETLANDS, ALTERATIONS TO SHORELINES AND WATERCOURSES PERMIT

APPLICANT: \_\_\_\_\_

PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### PROJECT LOCATION:

Lot: \_\_\_\_\_ Con: \_\_\_\_\_ File # \_\_\_\_\_

Application is hereby made to: (Check appropriate box)

<input type="checkbox"/>	Place or Remove Fill
<input type="checkbox"/>	Alter a Wetland
<input type="checkbox"/>	Install a Septic System
<input type="checkbox"/>	Alter a Watercourse
<input type="checkbox"/>	Excavate or remove aggregates
<input type="checkbox"/>	Work at Shoreline
<input type="checkbox"/>	
<input type="checkbox"/>	

Permit # \_\_\_\_\_

Brief description of proposed works:

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Proposed start date of work: \_\_\_\_\_

Proposed completion of work: \_\_\_\_\_

Existing Land Use: (Band, Private, Residential, Commercial)

\_\_\_\_\_

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**SCHEDULE “A”  
FORM “B”**

**THE SITE PLAN MUST INCLUDE THE FOLLOWING BASIC INFORMATION (MORE INFORMATION MAY BE REQUIRED):**

- General location of property in relation to roads, trails, etc.
- Location and dimensions of all existing structures on the property and a survey plan with lot dimensions.
- Location of any watercourse, open water or wetland on or near the property.
- Intended location and dimensions of fill, construction or waterway alteration proposed.
- The elevations of existing buildings and grades and the proposed elevations of buildings and grades after the development.
- All drainage, grading and septic system details before and after development.
- A complete description of the type of fill proposed to be placed or dumped and locations of dumping.

**NOTE: INSUFFICIENT OR INACCURATE INFORMATION MAY DELAY THE PROCESSING OF YOUR APPLICATION.**

Please allow 14 days for processing. This application does not relieve the applicant of the obligation to secure any other necessary approvals from the Band Council. This approval will be valid for 24 months unless otherwise stated on the “conditions of approval.”

I, (Print Name) \_\_\_\_\_ declare that the above information is correct to the best of my knowledge and I agree to abide by Beausoleil First Nation Resource Document.

I acknowledge that this application and supporting documents will be considered as Beausoleil First Nation documents and available to the membership on written request. “I acknowledge and agree that any permit issued pursuant to this application may be revoked if it is issued on the basis of false, inaccurate, or misleading information.”

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NON- REFUNDABLE PERMIT PROCESSING FEES**

Retroactive Application \$00.00 Permit Revision \$00.00  
Permit Application \$00.00 Site Plan Clearance \$00.00  
Permit Application (minor) \$00.00

**PAID BY:** Cash \_\_\_\_ Cheque \_\_\_\_

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## SCHEDULE “A”

### FORM “C” SITE PLAN REQUIREMENTS:

A copy of the legal survey of the property will be required to process a permit application.

#### A PROPOSED STRUCTURE

- Indicate all dimensions of the proposed structure.
- Show any existing structures.
- Show setback distances from at least two property boundaries. This will enable us to plot the proposed structure on our mapping.

#### PROPOSED FILL

- For all proposals, indicate all areas where fill will be placed and the limits of disturbance. Show the dimensions of the proposed fill area and the depth of fill required.
- Provide details of the type of fill proposed for use.
- A cross-section of the proposed fill is required, showing the fill depths, side slopes and elevations.

#### PROPOSED DRIVEWAY, TRAIL OR ROAD CONSTRUCTION

- Show the location of the proposed project.
- Indicate the type of material that will be used (i.e. crushed stone).
- If the road is not being constructed at grade, illustrate the depth and the limits of fill required for the road.
- Show the location of any proposed culverts. Include the length, diameter and invert angle.

#### NATURAL FEATURE IDENTIFICATION

- Show the location of any watercourses, ditches, wetlands, and forested areas.
- Indicate the location of any steep slopes.
- For working along the shoreline you will be required to provide a professionally prepared prescription identifying the location of values and values marked according to the Beausoleil First Nation Resource Plan.

#### EROSION CONTROL MEASURES

- Show location and type of erosion control measures, installation details, sediment maintenance plan, and if needed a re-vegetation plan.

**NOTE: IN CERTAIN AREAS OR FOR CERTAIN OPERATIONS THE LANDS OFFICER MAY REQUIRE ADDITIONAL INFORMATION TO PROCESS APPLICATIONS. EXAMPLES OF THAT INFORMATION MAY INCLUDE, BUT NOT LIMITED TO:**

- An environmental impact study to determine the effects of the proposed operation on the natural environment.
- A flood plain analysis.
- Strategy

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**SCHEDULE “B” TIMBER HARVESTING**

**FORM “A” LANDOWNER AUTHORIZATION**

**If the Application is to be submitted by a Contractor or Agent on behalf of the Owner(s), this Landowner Authorization must be completed and signed by the Owner(s).**

For subject property: \_\_\_\_\_

**Beausoleil First Nation Private Land**

Lot# \_\_\_\_\_ Con# \_\_\_\_\_

Harvesting Plan# \_\_\_\_\_

**Note to the owner(s):**

If the application is to be prepared by a solicitor or agent, authorization should not be given until the application and its attachments have been examined and approved by you.

I/we \_\_\_\_\_

Hereby authorize \_\_\_\_\_

**(Print full name of Contractor or Agent)**

To submit the enclosed application to Beausoleil First Nation, and to appear on my behalf at any hearing(s) of the application and to provide any information or material required by the Beausoleil First Nation Band Council relevant to the Application for purposes of obtaining a Harvesting Permit and comply in accordance with the Beausoleil First Nations Resource Management Document.

Dated at the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature of Land Owner(s):** \_\_\_\_\_

\_\_\_\_\_

**Signature of Lands Officer:** \_\_\_\_\_

**Signature of Contractor or Agent:** \_\_\_\_\_

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**SCHEDULE “B”  
FORM “B”**

**HARVESTING TEMPORARY AGREEMENT**

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THIS AGREEMENT made as of the \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

BETWEEN: BEAUSOLEIL FIRST NATION  
("Hereafter called the "First Nation")

-And-

\_\_\_\_\_  
("Hereafter called the "Contractor")

With the consent of the Council of Beausoleil First Nation, Permission is granted to  
\_\_\_\_\_ of \_\_\_\_\_ to cut  
and remove timber from Lot # \_\_\_\_\_ Con # \_\_\_\_\_ on  
the  
Beausoleil First Nation Lands.

**TERMS OF AGREEMENT:**

Contractor agrees to pay Beausoleil First Nation for standing timber in the Harvesting  
Allocation for the agreed upon price of \_\_\_\_\_ for  
Lot(s) \_\_\_\_\_ Con(s) \_\_\_\_\_

Preparation activities for the harvest allocations will be performed by Beausoleil First  
Nation Forestry Department and are based on prescriptions with compliance to the BFN  
Five-Year Operating Plan. Failure to comply with Beausoleil First Nation Resource  
Document, and all of the terms and conditions stated in attached Form "B" of this  
agreement may result in the cancellation of this agreement.

**DISCLAIMER:**

- 1) The Contractor of timber shall indemnify and save harmless The Beausoleil  
First Nation from and against all claims, demands, loss, costs, damages,  
actions, suits or other legal proceedings by whomsoever, made, sustained,  
brought to prosecution in any manner based, occasioned by or attributed to  
anything done or omitted to be done by the Purchaser of Timber, their

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Officers, Servants, Employees or their Contractors arising out of or connected with the Granting of this Permit.

- 2) The Contractor shall indemnify and save harmless The Beausoleil First Nation from and against all claims demands, loss, costs, damages, actions, suits or other legal proceedings by whomsoever made, sustained, brought or prosecuted in any manner based, occasioned by or attributed to anything done or omitted to be done by the Contractor, their officers, servants, employees or their contractors arising out of or connected with the granting of this permit.

This agreement to harvest timber on Beausoleil First Nation Lands constitutes an agreement made in Triplicate. This agreement constitutes a period of one year and Beausoleil First Nation may exercise the right to cancel at anytime during the duration of this harvesting agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between:

\_\_\_\_\_ On Behalf of Beausoleil First Nation

Authorizing Signature for Beausoleil First Nation Lands.

And:

\_\_\_\_\_ On behalf of the \_\_\_\_\_

Authorizing Signature for \_\_\_\_\_

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

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## SCHEDULE "B"

### FORM "C" TIMBER HARVESTING - **TERMS AND CONDITIONS**

#### CUTTING SPECIFICATIONS:

- Trees marked with blue or red paint must not be cut or damaged by logging activities. All trees marked in yellow by representatives of the Beausoleil First Nation Forestry Unit must be cut.
- All merchantable Poplar, White Birch and Soft Maple must be cut unless otherwise marked with blue or red paint.
- Where the area is not specifically marked, only species and sizes of trees meeting or exceeding the size limit 30 cm DBH may be cut.
- All stumps to be cut to a maximum height of (30 cm (12) inches) or less.
- All parts of the tree larger than 9.5 cm (three (4) inches) in diameter be utilized (includes branches) unless otherwise stated below.

#### LOGGING SPECIFICATIONS:

- No roads or landings to be constructed without prior approval.
- Only designated trees (i.e.: species) will be cut.
- No debris to be left on roads.
- All felling is to be done to the open to avoid hanging up.
- All snags to be felled concurrently with operation.

#### ENVIRONMENTAL PROTECTION:

- No activities are allowed that will cause damage to roads.
- No activities are allowed in the spring when frost is coming out of the roads.
- No garbage to be left on site.
- All hazardous waste materials such as oil, gas, and other lubricants must be removed from the work site in proper containers and discarded in a proper manner.
- All tops and branches to be cut up and scattered to a maximum height of two feet.
- Not skidding through waterways. (i.e.; creeks, ponds, lakes, etc.)
- No felling of trees into waterways.
- Fire fighting, first aid equipment, and hazard spill kit must be carried on site.
- Species at risk shall be protected with "Area of Concern" prescriptions.  
(No hauling timber through Private CP Property without written permission from the landowner and filed with the BFN Lands Office)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Between:

\_\_\_\_\_ On Behalf of Beausoleil First Nation

Authorizing Signature for Beausoleil First Nation Lands.

And: \_\_\_\_\_ On behalf of the \_\_\_\_\_

Authorizing Signature for \_\_\_\_\_

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## SCHEDULE “B” FORM “D” SPECIAL CONDITIONS

Land Ownership: \_\_\_\_\_

1. Location of Cut: Lot # \_\_\_\_\_ Con# \_\_\_\_\_

2. Designated Species and Size of timber to be cut:

SPECIES	SIZE LIMIT	COMMENTS
Hard maple	≥ 9.5 cm top	
White ash	≥ 9.5 cm top	
Oak	≥ 9.5 cm top	
Poplar	≥ 9.5 cm top	
White Birch	≥ 9.5 cm top	
All Others		All merchantable materials

3. RESERVES AND ACCESS RESTRICTIONS:

- No cutting within 200 m of any lake or shoreline within 30 m of any navigable waterway unless prior agreement to modified harvesting method (i.e. Selection Cutting of Designated Species and Size Limits) is utilized and agreed to by Beausoleil First Nation.
- No cutting or skidding on or near intermittent streams of watersheds.
- No cutting within areas marked in red on attached map. Where “no cut” reserves are marked in the field with red paint, there shall be no cutting or skidding beyond those boundaries so marked; and trees marked with red paint shall not be cut or damaged.

4. SITE PREPARATION AND REHABILITATION:

- To promote regeneration a hardwood prescription with a selective cut to promote sustainable inventory of the working species.
- Diseased and/or infested species will have Prescriptions Modified to suit the needs of each individual stand and/or disease or infestation.

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**SCHEDULE C:  
FORM "A" HARVESTING FUELWOOD  
PRIVATE LAND AUTHORIZATION (Contracted Only)**

**If the Application is to be submitted by a Contractor or Agent on behalf of the Owner(s), this Landowner Authorization must be completed and signed by the Owner(s).**

For subject property: \_\_\_\_\_

**Beausoleil First Nation Private Land**

Lot# \_\_\_\_\_ Con# \_\_\_\_\_

Fuelwood Harvesting Plan # \_\_\_\_\_

**Note to the owner(s):**

If the application is to be prepared by a solicitor or agent, authorization should not be given until the application and the Fuelwood Plan and its attachments have been examined and approved by you.

I/we \_\_\_\_\_

Hereby authorize \_\_\_\_\_

**(Print full name of Contractor or Agent)**

To submit the enclosed Fuelwood Application to Beausoleil First Nation, and to appear on my behalf at any hearing(s) of the application and to provide any information or material required by the Beausoleil First Nation Band Council relevant to the Application for purposes of obtaining a Harvesting Permit and comply in accordance with the Beausoleil First Nations Resource Management Document.

Dated at the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature of Landowner(s):** \_\_\_\_\_

\_\_\_\_\_

**Signature of Lands Officer:** \_\_\_\_\_

**Signature of Contractor or Agent:** \_\_\_\_\_

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**SCHEDULE C:  
FORM "B" FUELWOOD HARVESTING  
FUELWOOD PLAN AUTHORIZATION (BAND LAND)**

**If the Application is to be submitted by a Contractor or Agent on behalf of the Band, this authorization must be completed and signed by the Lands Officer .**

For subject property: \_\_\_\_\_

**Beausoleil First Nation Band Lot**

Lot# \_\_\_\_\_ Con# \_\_\_\_\_

Harvesting Plan# \_\_\_\_\_

The Authorization for this Application and its Attachments have been examined and approved by Beausoleil First Nation Lands Officer.

I/we \_\_\_\_\_

Hereby authorize \_\_\_\_\_

**(Print full name of Contractor or Agent)**

To Harvest Fuelwood from the Beausoleil First Nation Land stated in the above and to appear on my behalf at any hearing(s) of the Application and to provide any information or material required by the Beausoleil First Nation Council relevant to the Application for purposes of obtaining a Harvesting Permit and comply in accordance with the Beausoleil First Nations Resource Document.

Dated at the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Signature of Lands Officer:** \_\_\_\_\_

**Signature of Contractor or Agent:** \_\_\_\_\_

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**SCHEDULE D:**

**FORM "A": NON-TIMBER FOREST PRODUCT APPLICATION TO HARVEST RESOURCES FOR THE USE OF SALE**

**BEAUSOLEIL FIRST NATION PRIVATE or BAND LAND**

Lot# \_\_\_\_\_ Con# \_\_\_\_\_

Crop Rotation Plan # \_\_\_\_\_ Year of Harvest \_\_\_\_\_

UTM Coordinates: \_\_\_\_\_

Note to the owner(s):

Authorization will not be given until a Sustainability Plan for Beausoleil First Nation Resources and its Attachments have been examined and approved by Beausoleil First Nation Chief and Council.

I/We \_\_\_\_\_

Hereby authorize \_\_\_\_\_

**(Print full name of Contractor or Agent)**

To submit the enclosed Application to Beausoleil First Nation, and to provide any information or material required by the Beausoleil First Nation Council relevant to the application for purposes of obtaining a Harvesting Permit and comply in accordance with the Beausoleil First Nations Resource Management Document.

Dated at the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature of Landowner(s):** \_\_\_\_\_

\_\_\_\_\_

**Signature of Lands Officer:** \_\_\_\_\_

**Signature of Contractor or Agent:** \_\_\_\_\_

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**SCHEDULE E:  
FORM "A" NON-RENEWABLE RESOURCES (SAND, GRAVEL, ROCKS)  
APPLICATION TO EXTRACT RESOURCES FOR THE USE OF  
SALE**

**BEAUSOLEIL FIRST NATION PRIVATE or BAND LAND**

Ownership of Property \_\_\_\_\_

Lot# \_\_\_\_\_ Con# \_\_\_\_\_

Plan # \_\_\_\_\_ Resource Extracting \_\_\_\_\_

Note to the owner(s):

Authorization will not be given until an Environmental Screening Assessment has been processed and an Operation Plan and its attachments have been examined by Beausoleil First Nation and approved by Chief and Council.

I/We \_\_\_\_\_

Hereby authorize \_\_\_\_\_

**(Print full name of Contractor or Agent)**

To submit the enclosed Application to Beausoleil First Nation, and to provide any information or material required by the Beausoleil First Nation Band Council relevant to the Application for purposes of obtaining a permit and comply in accordance with the Beausoleil First Nations Resource Management Document.

Dated at the \_\_\_\_\_ of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature of Landowner(s):** \_\_\_\_\_

\_\_\_\_\_

**Signature of Lands Officer:** \_\_\_\_\_

**Signature of Contractor or Agent:** \_\_\_\_\_

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