TIMBER SALE LICENCE TA0904

BETWEEN:

THE TIMBER SALES MANAGER, on behalf of
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
(the "Timber Sales Manager")

AND:

Licensee
(the "Licensee")

WHEREAS:

(A) On May 12, 2017, the Minister approved a forest stewardship plan identifying the areas authorized to be harvested under this Licence, except for areas exempted from the requirement for a forest stewardship plan;

(B) The Crown timber authorized to be harvested under this Licence is certified pursuant to Sustainable Forestry Initiative (SFI) forest certification, registration # PRI-SFI-FM-057, and the Timber Sales Manager has subscribed to specific objectives in planning the Licence as set out in the BC Timber Sales Provincial SFI Sustainable Forest Management Plan;

(C) Applications for this Licence were invited by advertising in the prescribed manner under SECTION 20 OF THE *FOREST ACT*;

(D) Applications were restricted to BC timber sales enterprises;

(E) The Licensee is registered as a BC timber sales enterprise in the appropriate category;

(F) The Licensee has offered, among other things, to pay stumpage under Part 7 of the *Forest Act* and a bonus bid of $AMOUNT /m³ in respect of timber authorized to be harvested under this Licence;

(G) The Licensee's application was approved by the Timber Sales Manager under SECTION 20 OF THE *FOREST ACT*; and

(H) The parties have entered into this Licence as required under SECTION 20 OF THE *FOREST ACT.*

THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

1.01 Subject to this Licence, the Licensee

(a) may during the term of this Licence harvest merchantable Crown timber from the areas of land authorized to be harvested on the map attached as Exhibit "A" to this Licence (the cutting authority area), and

(b) for the purpose of exercising the rights under this Licence may enter onto these areas.

SPECIMEN

1.02 The Licensee must not fell, buck or remove timber that is standing, dead or down, as the case may be, if

(a) the timber is specified as reserved timber elsewhere in this Licence, or

(b) under an operational plan or the forestry legislation, the Licensee must not fell, buck or remove the timber, for any reason, including silviculture, biodiversity or other forest management reasons, unless otherwise provided in Schedule "A" to this Licence.

1.03 The term of this Licence commences on the date the Timber Sales Manager signs this agreement and ends on the earlier of 24 months after that date or the date that the Timber Sales Manager gives notice to the Licensee that all contractual and legislative obligations associated with this Licence have been completed.

1.04 This Licence is not replaceable under the *Forest Act*.

2.00 EXTENSIONS

2.01 The term of this Licence may be extended subject to the *Forest Act*.

3.00 SURRENDER

3.01 The surrender of this Licence is subject to the *Forest Act*.

4.00 SPECIAL CONDITIONS AND REQUIREMENTS

4.01 The Licensee will meet with the Timber Sales Manager at a mutually agreed upon location, date and time

(a) before beginning primary logging on the cutting authority area , or

(b) if primary logging is delayed for more than 90 calendar days after the date of the meeting held in accordance with subparagraph (a), at a date and time not less than 7 days before commencing primary logging, at which meetings the Timber Sales Manager and the Licensee will review the current operational requirements applicable to the cutting authority area .

4.02

(a) The Licensee must, before beginning operations on the cutting authority area or related permit areas, notify the Timber Sales Manager of the name of the person(s) who will be responsible for supervising operations on those sites and who will be present on the site at all times (“the supervisor”), and

(b) If after beginning operations, the supervisor identified in (a) is changed, the Licensee must notify the Timber Sales Manager as to the name of the new supervisor within 5 days of the change occurring.

4.03 The Licensee must implement the Environmental Management System pertaining to this Licence.

4.04 The Licensee must not erect or operate a sawmill on the cutting authority area.

4.05 The Subject to paragraph 4.04, the Licensee may manufacture special forest products on the cutting authority area provided that the manufacturing of those products does not commence until after the quantity and quality of the waste on the cutting authority area has been determined through a waste assessment under Part 6.00.

4.06 The Licensee must provide notice to the Timber Sales Manager of each harvest method that the Licensee intends to use on the cutting authority area at least 5 days before commencing operations on the cutting authority area.

SPECIMEN

4.07 If, at any time during the term of this Licence, the Licensee intends to use a harvest method that is different from a method given in the notice under paragraph 4.06, the Licensee will notify the Timber Sales Manager of that decision and method no less than 5 days before the Licensee begins to use that method.

4.08 The Licensee must comply with the conditions and requirements set out in the Schedules to this Licence.

4.09 The Licensee must have a plan that covers primary forest activities on the cutting authority area prior to commencement of primary forest activities.

4.10 The Licensee must amend the plan referred to in paragraph 4.10 before the Licensee intends to conduct primary forest activities in a way that is different from what is described in the plan.

4.11 The Licensee must submit the plan or amendment referred to in paragraphs 4.10 or 4.10 if requested by the Timber Sales Manager.

4.12 The licence is subject to and the licensee must comply with the Kootenay Business Area Forest Stewardship Plan #601 Forest Stewardship Plan.

5.00 SAFETY

5.01 The Licensee must ensure, prior to commencing activities on the cutting authority area, and throughout the term of this Licence,

(a) that all individuals, corporations or partnerships who provide direction to workers or contractors on or in relation to the cutting authority , and on or in relation to the area described in the Exhibit "A" to the Road Permit issued to the holder of this Licence, are

(i) certified in the BC Forest Safety Council SAFE Company program as an independent small employer, or

(ii) endorsed by the BC Forest Safety Council SAFE Company program as a new entrant to the industry, or

(iii) certified under another safety certification scheme recognized by BC Forest Safety Council or BC Timber Sales, or

(iv) work for an employer who satisfies the qualifications in clauses (i), (ii), and (iii) above, and

(b) that an individual, corporation or partnership does not provide direction on or in relation to the areas described in this paragraph unless the required certification or endorsement referred to in this paragraph is maintained and in good standing.

5.02

(a) The Licensee will keep a list of the names of employers or parties directing works on the area described in paragraph 5.01.

(b) That list must include:

(i) the names of each employer or firm as it is registered with WorkSafeBC, and

(ii) the certification status of each employer or firm with the BC Forest Safety Council SAFE Company program or other recognized safety certification schemes, and

the Licensee, upon request, will provide a copy of that list to the Timber Sales Manager.

6.00 WASTE ASSESSMENT

6.01 The Licensee must notify the Timber Sales Manager that primary logging has been completed on a cutblock when it has been completed.

SPECIMEN

6.02 The Licensee will determine the volume and quality of waste on a cutblock in accordance with the *Provincial Logging Residue and Waste Measurement Procedures Manual*, as amended from time to time.

6.03 The Licensee will pay waste assessments to the government for the volume and quality of timber that is assessed as waste under paragraph 6.02.

6.04 The amount payable under a waste assessment will be calculated in accordance with the *Provincial Logging Residue and Waste Measurement Procedures Manual*, as amended from time to time.

6.05 If the Licensee fails to comply with paragraph 6.02, then

(a) the volume and quality of waste will be determined by the Timber Sales Manager in accordance with the *Provincial Logging Residue and Waste Measurement Procedures Manual*, as amended from time to time, and

(b) the Licensee will pay to the government

(i) the sum of money equal to the Timber Sales Manager's cost of determining the volume and quality of waste, and

(ii) the waste assessments.

6.06 Subject only to the mandatory requirements of the *Wildfire Act*, or its Regulations or Orders issued thereunder, the Licensee shall not dispose of the waste until after the volume and quality of the waste has been conclusively determined and accepted by the District Manager.

7.00 TIMBER MARK

7.01 The timber mark(s) for the timber harvested under this Licence (is/are):
A 0 9

0 4

7.02 If directed by the Timber Sales Manager, the Licensee must erect signs at all exits from the cutting authority area, clearly showing the timber mark(s) referred to in paragraph 7.01.

7.03 The Licensee must mark all timber in the prescribed manner before transporting timber from the cutting authority area.

8.00 SCALE-BASED STUMPAGE

8.01 For the purpose of determining the amount of stumpage payable in respect of timber authorized to be harvested under this Licence, the volume and quality of timber harvested will be determined using information provided in a scale of the timber.

8.02 The Licensee must ensure that

(a) all timber harvested under this Licence is scaled and

(b) the scale of the timber is conducted in the prescribed manner.

9.00 LEGISLATIVE FRAMEWORK

9.01 This Licence is subject to the forestry legislation.

9.02 The Licensee must

(a) comply with the forestry legislation, and

(b) ensure that its employees, agents and contractors comply with the forestry legislation when engaging in or carrying out activities or operations under or associated with this Licence.

SPECIMEN

9.03 Nothing in this Licence is to be construed as authorizing the Licensee to cut timber or engage in or carry out any other forest practices until

(a) all applicable operational plans have been prepared, submitted, or approved according to the forestry legislation in force at the time of work, and

(b) in the case of road construction, where required by regulation, a road layout and design and a site plan has been prepared by or submitted to the Timber Sales Manager.

10.00 ABORIGINAL RIGHTS, ABORIGINAL TITLE, TREATY RIGHTS

10.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction

(a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right or title, or a treaty right,

(b) grants an injunction further to a determination referred to in subparagraph (a), or

(c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right or title, or a treaty right,

the Timber Sales Manager, in a notice given to the Licensee, may vary or suspend this Licence, in whole or in part, or refuse to issue a Road Permit or other permit given to the Licensee, to be consistent with the court determination.

10.02 Subject to this Licence and the forestry legislation, if

(a) the Timber Sales Manager has varied a Timber Sale Licence or Road Permit or other permit given to the Licensee under paragraph 10.01,

(b) a court of competent jurisdiction subsequently overturns, sets aside or rescinds the determination or injunction referred to in that paragraph, and

(c) it is practical to do so,

the Timber Sales Manager, at the request of the Licensee, may vary the Timber Sale Licence or permit to reflect as closely as possible, for the remainder of its term, the terms and conditions of the permit or authorization given before the variation under paragraph 10.01.

10.03 Subject to this Licence and the forestry legislation, if

(a) the Timber Sales Manager has suspended a Timber Sale Licence or Road Permit or other permit given to the Licensee under paragraph 10.01,

(b) a court of competent jurisdiction subsequently overturns, sets aside or rescinds the determination or injunction referred to in that paragraph, and

(c) it is practical to do so,

the Timber Sales Manager, at the request of the Licensee, may reinstate the Timber Sale Licence or permit for the remainder of its term.

10.04 Subject to this Licence and the forestry legislation, if

(a) the Timber Sales Manager has refused to issue a Road Permit or other permit given to the Licensee under paragraph 10.01,

(b) a court of competent jurisdiction subsequently overturns, sets aside or rescinds the determination or injunction referred to in that paragraph, and

(c) it is practical to do so,

the Timber Sales Manager, at the request of the Licensee, may issue the permit.

SPECIMEN

11.00 ROADS

11.01 The Licensee may construct, maintain and use roads on the cutting authority area under authority of this Licence.

11.02 The Licensee must ensure that a road specified in either Schedule C of this Licence or a Road Permit issued pursuant to this Licence is constructed by or on behalf of the Licensee in accordance with the specifications contained in either Schedule C or the Road Permit, as the case may be.

11.03 The Licensee must ensure that all roads constructed or maintained by or on behalf of the Licensee are constructed or maintained in accordance with the forestry legislation.

11.04 Before constructing, maintaining or using the road under this Licence, the Licensee, unless the Timber Sales Manager determines otherwise, must

(a) obtain all necessary permits or authorizations for crossing alienated lands including power lines, pipelines, railroads, public roads, and agricultural land reserves, and

(b) obtain all necessary permits or authorizations from other resource agencies.

11.05 The Licensee may, where necessary, construct a junction with a Forest Service Road, and must ensure that any junction with a Forest Service Road is constructed such that

(a) it provides at least the minimum sight distance to ensure user safety,

(b) it has sufficient junction angle and suitable road grade and surface for the expected traffic, and

(c) culverts are installed, as required, to maintain drainage patterns.

11.06 The Licensee must provide to the Timber Sales Manager a report describing the costs incurred by the Licensee to construct, maintain or deactivate any road authorized or required to be constructed by this Licence or a Road Permit when that report is required by the Timber Sales Manager.

11.07 The Licensee must ensure that any access control structure erected to restrict motor vehicle traffic will not be a hazard to the users of the road by

(a) placing any control structure in a conspicuous location,

(b) adequately marking that structure with permanent reflective material, and

(c) erecting warning signs at such a distance so as to provide adequate warning of the structure.

11.08 If the Licensee wishes to communicate by means of radio, the Licensee must

(a) post the radio frequency at the start of the road,

(b) erect kilometre markers along that road, and

(c) ensure that all vehicles working for and on behalf of the Licensee use the posted frequency in an appropriate manner.

11.09 The Licensee must maintain all roads that the Licensee uses under the authority of this Licence, or a Road Permit (the "road authorizations"), to transport timber harvested in accordance with the forestry legislation and such road authorizations.

12.00 FINANCIAL AND DEPOSITS

12.01 In addition to any money payable in respect of this Licence or a Road Permit under the forestry legislation, the Licensee must pay to the Province, immediately upon receipt of a notice, statement or invoice issued on behalf of the Province,

(a) the amount specified in respect of stumpage under Part 7 of the *Forest Act* in respect of the timber authorized to be harvested under this licence or a Road Permit,

SPECIMEN

(b) a bonus bid in the amount of $AMOUNT /m³ in respect of timber authorized to be harvested under this Licence, and

(c) waste assessments under Part 6.00 of this Licence

(d) where applicable, the Timber Sales Manager's costs incurred in carrying out an assessment under Part 6.00 of this Licence.

12.02 During the term of this Licence, the Licensee must maintain with the Province a deposit, or standing deposit, in the amount prescribed under the *Forest Act* or the regulations made under that Act, in a form acceptable to the Minister, as security for the Licensee's performance of its obligations under or in respect of this Licence or any Road Permit.

12.03 If the Timber Sales Manager gives the Licensee a notice that an amount has been realized as security from the deposit or standing deposit, under this Part, the Licensee, within 4 weeks of the date on which the notice is given, must pay to the Province, in a form acceptable to the Minister, an amount sufficient to replenish the deposit or standing deposit.

12.04 If the Licensee fails

(a) to pay money that the Licensee is required to pay to the government under

(i) this Licence, or a Road Permit, or

(ii) the forestry Legislation in respect of this Licence, or a Road Permit or

(b) to otherwise perform its obligations under

(i) this Licence, or a Road Permit, or

(ii) the forestry legislation in respect of this Licence, or a Road Permit,

the Timber Sales Manager, after at least 4 weeks notice to the Licensee, may cause an amount to be withdrawn from the deposit, or standing deposit, referenced in paragraph 12.02.

(c) equal to the money which the Licensee failed to pay, and,

(d) sufficient to cover all costs incurred by the Timber Sales Manager in remedying the Licensee's failure to perform its obligations, or

(e) equal to the Timber Sales Manager's estimate of the costs that the Timber Sales Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations,

and, for that purpose an amount of the security included in the deposit, or standing deposit, may be realized.

12.05 A notice referred to in paragraph 12.04 must specify

(a) the money which the Licensee has failed to pay or the obligation which the Licensee has failed to perform, and

(b) the amount of the security the Timber Sales Manager intends to realize from the deposit, or standing deposit.

12.06 Subject to paragraphs 12.08, 12.09 and 12.10, if

(a) under paragraph 12.04, an amount of security realized from the deposit, or standing deposit, is equal to the Timber Sales Manager's estimate of the costs which the Timber Sales Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and

SPECIMEN

(b) the costs reasonably incurred by the Timber Sales Manager in remedying the Licensee's failure to perform its obligations are less than the amount of the security realized from the deposit, or standing deposit, the Timber Sale Manager will as soon as feasible,

(c) return an amount equal to the difference between the amount of the security realized from the deposit, or standing deposit, and the costs incurred by the Province to

(i) the Licensee, if the deposit, or standing deposit, has been replenished in accordance with paragraph 12.03, or

(ii) to the deposit, or standing deposit, if the Licensee has not yet replenished the deposit, or standing deposit, in accordance with paragraph 12.03.

12.07 If

(a) under paragraph 12.04, the amount of security realized from the deposit, or standing deposit, is equal to the Province's estimate of the costs which the Province could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and

(b) the costs reasonably incurred by the Province in remedying the Licensee's failure to perform its obligations are greater than the amount taken from the deposit, or standing deposit,

the Timber Sales Manager may cause to be withdrawn an additional amount from the deposit, or standing deposit, equal to the difference between the costs incurred by the Province and the amount originally realized from the deposit, or standing deposit, and for that purpose an additional amount of the security included in the deposit, or standing deposit, may be realized

12.08 If under paragraph 12.04 the amount of the security realized from the deposit, or standing deposit, is equal to the Province's estimate of the costs under Subparagraph 12.04(e), the Province is under no obligation to remedy the Licensee's failure, and subject to paragraph 12.10, the Province may retain the amount of the security realized from the deposit, or standing deposit, under paragraph 12.04.

12.09 If security is realized under paragraph 12.04 and the Province decides not to remedy the Licensee's failure to perform its obligations, the Timber Sales Manager must give notice to the Licensee indicating that the Province will not be remedying the Licensee's failure to perform its obligations;

12.10 If, after receiving a notice referred to in paragraph 12.09, the Licensee

(a) remedies the failure to perform its obligations, and

(b) gives a notice to that effect to the Timber Sales Manager within 3 months of the date on which the notice referred to in paragraph 12.09 is given to the Licensee, or within such longer period as the Timber Sales Manager may approve,

(c) the Province will as soon as is feasible return an amount equal to the difference between the amount of the security realized from the deposit, or standing deposit, and the costs incurred by the Province in respect of the Licensee's failure to perform its obligations to

(i) the Licensee if the deposit, or standing deposit, has been replenished in accordance with paragraph 12.03, or

(ii) to the deposit, or standing deposit, if the Licensee has not yet replenished the deposit in accordance with paragraph 12.03.

SPECIMEN

12.11 Subject to the *Forest Act* and the regulations made under that Act, the Province will return to the Licensee the deposit, or standing deposit, less deductions made under paragraphs 12.04 and 12.07, when:

(a) this Licence expires, or is surrendered; and

(b) the Timber Sales Manager is satisfied that the Licensee has fulfilled its obligations under this Licence and the forestry legislation.

13.00 REPORTING

13.01 The Licensee will submit such information as the Timber Sales Manager requires regarding the Licensee's obligations or activities under or in respect of this licence as and when required by the Timber Sales Manager.

13.02 Following the completion of primary forest activities, the Licensee will submit to the Timber Sales Manager a conformance certificate, signed by a Registered Professional Forester or a Registered Forest Technologist that confirms that all primary forest activities conducted under this license are consistent with the Forest Stewardship Plan results and strategies applicable to this Licence.

13.03 The Licensee will submit the signed conformance certificate, referenced in section 13.02 of this Timber Sales Licence, to the Timber Sales Manager prior to final deposit release and in the format provided in Appendix II of this Licence.

14.00 LIABILITY AND INDEMNITY

14.01 The Licensee must indemnify the government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the government as a result, directly or indirectly, of any act or omission of

(a) the Licensee,

(b) an employee or agent of the Licensee,

(c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence or a Road Permit, or

(d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence or a Road Permit.

14.02 For greater certainty, the Licensee has no obligation to indemnify the government under paragraph 14.01 in respect of any act or omission of

(a) an employee, agent or contractor of the government, in the course of carrying out his or her duties as employee, agent or contractor of the government, or

(b) a person, other than the Licensee, to whom the government has granted the right to use or occupy Crown land, in the course of exercising those rights.

14.03 Amounts taken under Part 12.00 from the deposit and any payments required under Part 6.00 are in addition to and not in substitution for any other remedies available to the government in respect of a default of the Licensee.

15.00 LIMITATION OF LIABILITY

15.01 The Province is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

SPECIMEN

16.00 TITLE to IMPROVEMENTS and TIMBER

16.01 Title to all

(a) improvements, including roads and bridges, constructed under the authority of this Licence,

(b) improvements, including roads and bridges, constructed under the authority of a road permit issued pursuant to this Licensee, unless otherwise specified in the permit, and

(c) timber, standing, felled or otherwise fallen, including logs and special forest products, felled or bucked under the authority of this Licence and located on the cutting authority area upon the expiry, cancellation, surrender or other termination of this Licence,

will vest in the Province, without right of compensation to the Licensee.

16.02 The Licensee must leave all improvements and timber referred to in paragraph 16.01 on the cutting authority area, unless otherwise authorized by the Timber Sales Manager.

17.00 BANKRUPTCY, ASSIGNMENT, AND INSOLVENCY

17.01 The Licensee must refrain from committing an act of bankruptcy, making a general assignment for the benefit of its creditors, or otherwise acknowledging its insolvency.

18.00 NOTICE

18.01 A notice given under this Licence must be in writing.

18.02 A notice given under this Licence may be

(a) delivered by hand, or

(b) sent by mail.

(c) subject to Paragraph 18.05, sent by facsimile transmission to the address or facsimile number, as applicable, specified on the first page of this Licence, or to such other address, or facsimile number as is specified in a notice given in accordance with this Part.

18.03 If a notice is given under this Licence, it is deemed to have been given

(a) if it is given in accordance with subparagraph 18.02(a), on the date it is delivered by hand, or

(b) if it is given in accordance with subparagraph 18.02(b), subject to paragraph 18.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada.

(c) if it is given in accordance with subparagraph 18.02(c), subject to paragraph 18.05, on the date it is sent by facsimile transmission.

18.04 If, between the time a notice is mailed in accordance with subparagraph 18.02(b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.

18.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

SPECIMEN

18.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address or facsimile number of the party giving such notice and, from and after giving of such notice, the address or facsimile number specified will, for purposes of this licence, be considered to be the address or facsimile number of the party giving such notice, until changed in accordance with this subsection.

19.00 MISCELLANEOUS

19.01 The Exhibit “A”, Exhibit “B”, Schedules to this Licence and Road Permits issued pursuant to this Licence are deemed to be part of this Licence.

19.02 This Licence will enure to the benefit of, and be binding on, the Parties and their respective heirs, executors, successors and permitted assigns.

19.03 Any power conferred or duty imposed on the Timber Sales Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Timber Sales Manager.

19.04 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Parties' obligations under this Licence.

19.05 If there is a conflict between the *Workers' Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers' Compensation Act*, or the regulation made under that Act, prevails to the extent of the conflict, and the Licensee must immediately notify the Timber Sales Manager of the conflict and follow any direction given by the Timber Sales Manager with respect to the conflict, provided such direction is consistent with the *Workers' Compensation Act* and the regulations under that Act.

19.06 Nothing in this Licence authorizes the Licensee to in any way restrict the government's access to the cutting authority area or the right-of-way of any other authorized entrant, user or occupier of that area.

20.00 INTERPRETATION

20.01 In this Licence, unless the context otherwise requires,

(a) "deposit" means the deposit referred to in paragraph 12.02,

(b) "standing deposit” means a standing deposit under section 16.1 or 16.5(2) of the BC Timber Sales Regulation,

(c) “extension” means an increase to the term of this Licence,

(d) "*Forest Act*" means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act, if it is repealed,

(e) “*Forest and Range Practices Act*” means the Forest and Range Practices Act, R.S.B.C. 2002, as amended from time to time,

(f) "forest stewardship plan” means a forest stewardship plan referred to in the *Forest and Range Practices Act*, that is prepared by the Timber Sales Manager and approved by the Minister in respect of this Licence,

(g) “forestry legislation” means:

(i) the *Forest Act*;

(ii) the *Forest and Range Practices Act*;

(iii) the *Wildfire Act*;

and the regulations and standards under those Acts, and, as amended from time to time;

SPECIMEN

(h) “harvest” and its derivatives means to cut and remove timber from a cutting authority area,

(i) “merchantability specifications” means the merchantability specifications described in the *Provincial Logging Residue and Waste Measurement Procedures Manual*,

(j) “merchantable Crown timber” means timber referred to in paragraph 1.01 that meets the merchantability specifications,

(k) "Minister" means the minister responsible for administering the *Forest Act* and the *Forest and Range Practices Act*,

(l) “month” has the same meaning as in the Interpretation Act,

(m) "person" includes an individual and a corporation,

(n) “primary forest activity” has the same meaning as in Section 1(1) of the *Forest Planning and Practices Regulation*,

(o) "primary logging" means cutting, or felling timber, yarding, forwarding the timber to central landings or road-sides, or removing the timber from these landings or road-sides,

(p) "Province" means Her Majesty the Queen in Right of the Province of British Columbia,

(q) "Road Permit" means a Road Permit under the *Forest Act* issued to the Licensee in relation to this Licence,

(r) “site plan” means a site plan referred to in the *Forest and Range Practices Act*, that is prepared by the Timber Sales Manager in respect of this Licence,

(s) "timber authorized to be harvested" means merchantable Crown timber in the areas of land authorized as the cutting authority area under paragraph 1.01 (a),

(t) “Timber Sales Manager” means

(i) a Timber Sales Manager appointed under the *Ministry of Forests Act*, for a BC Timber Sales business area in which all or part of the cutting authority area is situated, and

(ii) any person authorized by the Timber Sales Manager to exercise a power or fulfill a duty in respect of this Licence,

(u) "waste" has the same meaning as in the *Provincial Logging Residue and Waste Measurement Procedures Manual*,

(v) “*Wildfire Act*” means the Wildfire Act, S.B.C. 2004, as amended from time to time,

(w) “year” has the same meaning as in the *Interpretation Act*.

20.02 Unless otherwise provided in paragraph 20.01, if a word or phrase used in this Licence is defined in the *Forest Act*, the *Forest and Range Practices Act*, or the *Wildfire Act*, the definition in the Act applies to this Licence, and where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

20.03 If a provision of the *Forest Act*, the *Forest and Range Practices Act* or the *Wildfire Act* referred to in this Licence is renumbered, the reference in this Licence is to be construed as a reference to the provision as renumbered.

SPECIMEN

20.04 In this Licence, unless the context otherwise requires,

(a) the singular includes the plural and the plural includes the singular, and

(b) the masculine, the feminine and the neuter are interchangeable.

20.05 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.00 part,
1.01 paragraph,
(a) subparagraph,
(i) clause,
(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

SPECIMEN

IN WITNESS WHERE OF each of the parties has executed this Licence on the respective date set forth below.

THE COMMON SEAL of the Licensee was affixed in the presence of:

AFFIX COMMON SEAL

Date

……..……
Signature of Witness

Print Witness Name

Or

SIGNED by the Licensee in the presence of:

……..……
Signature of Witness

Print Witness Name

……
Signature of Licensee or Authorized Signatory

Date

……
Print Name of Licensee or Authorized Signatory

SIGNED by the Timber Sales Manager on behalf of Her Majesty the Queen in Right of the Province of British Columbia in the presence of:

……..……
Signature of Witness

Print Witness Name

……
George Edney, RPF
Timber Sales Manager
BC Timber Sales
Kootenay Business Area

Date

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SCHEDULE "A"
SPECIAL CONDITIONS AND REQUIREMENTS

1.00 ADMINISTRATION

1.01 The Licensee must

(a) notify the Timber Sales Manager of the date that the Licensee intends to begin timber harvesting or road construction at least 10 days before the date that the Licensee intends to begin either of those activities, informing the Timber Sales Manager of the date that the Licensee intends to begin each of those activities respectively and,

if the Licensee intends to stop operations on the cutting authority area for longer than 14 consecutive days, the Licensee will

(b) notify the Timber Sales Manager within 5 days after commencing that shutdown, and

(c) notify the Timber Sales Manager at least 2 working days before recommencing operations on the cutting authority area.

2.00 DANGEROUS TREES

2.01 The Licensee may cut a tree that is reserved from cutting and is located within the cutting authority area if the person authorized by the Licensee reasonably believes that

(a) the tree represents a safety hazard, and

(b) a “no work zone” does not need to be established.

2.02 The Licensee must not buck or remove any tree felled pursuant to paragraph 2.01 unless authorized by the Timber Sales Manager.

2.03 The Licensee may cut a tree that is located outside of the cutting authority area if a person authorized by the Licensee reasonably believes that the tree represents a safety hazard, and

(a) the Licensee must not buck or remove that tree unless authorized by the Timber Sales Manager.

3.00 ENVIRONMENTAL

See Schedule "D"

3.01 The licensee must create wildlife stubs (no target) reasonably dispersed across the cutting authority area by

(a) selecting suitable coniferous and deciduous trees of at least 30 cm. diameter (breast height), and

(b) cutting those trees to a height of no less than 5 metres above the ground.

4.00 HARVESTING

4.01 The Licensee must pile and dispose of all roadside and landing debris.

4.02 The Licensee must

(a) rip all landings, and

(b) revegetate those landings using a suitable mix of grass seed.

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4.03 The Licensee must conduct operations in a manner that will not result in debris accumulating within 10 metres of standing trees, immature trees and seedlings, or otherwise negatively impact other resource values or private property.

4.04 If the Licensee pushes over, knocks over, or otherwise causes a tree to lean over, the Licensee must cut that tree, and if the Licensee chooses not to remove that tree, must

(a) buck that tree into lengths, and

(b) lop and scatter all branches

in such a manner that lengths and branches lie close to the ground and are clear of all reserved trees, immature trees and seedlings and private property.

5.00 OTHER UTILITIES AND OCCUPIERS OF LAND

5.01 The Licensee must not unreasonably interfere with the exercise of the following rights of use or occupation held by the following person(s):

(a) Trapline TR0426T012.

(b) Guide Outfitter 400900.

(c) Range tenure holders RAN073763, RAN077979 & RAN074601.

and must notify that person or each of those persons at least 14 days before commencing activities on the cutting authority area.

7.00 SPECIAL CONDITIONS

7.01 The Licensee must ensure that the area occupied by permanent access structures does not exceed:

Block #	% of total area	[Number] Hectares
1	1.4	6.7
2	5.6	3.8
3	1.7	1.2

8.00 SILVICULTURE

8.01 The Licensee must create a minimum of 1200 plantable spots per hectare dispersed throughout each cutblock in the cutting authority area.

9.00 SKID TRAILS

9.01 If the Licensee determines that excavated skid trails are required, the Licensee must

(a) mark the location of those trails in the field,

(b) build those trails using an excavator,

(c) rehabilitate those trails, and

(d) revegetate rehabilitated trails using a suitable grass seed mix following completion of operations.

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SCHEDULE "B"
RESERVED TIMBER and MERCHANTABILITY SPECIFICATIONS

1.00 MERCHANTABILITY SPECIFICATIONS AND WASTE ASSESSMENT

1.01 For the purposes of the waste assessment and subject to Part 6.00 of this Licence, standing timber, alive or dead, will be measured in accordance with the specifications and procedures stated in the *Provincial Logging Residue and Waste Measurements Procedures Manual*.

1.02 For the purposes of waste assessment and subject to Part 6.00 of this Licence, felled or dead-and-down timber will be measured in accordance with the specifications and procedures stated in the *Provincial Logging Residue and Waste Measurements Procedures Manual*.

2.00 RESERVED TIMBER

2.01 The Licensee must ensure that the cutblock boundary is clearly marked following completion of timber harvesting operations, by

(a) not cutting those trees marked as being on a cutblock boundary (boundary trees), or

(b) cutting boundary trees above the mark identifying the cutblock boundary, or

(c) leaving at least one (1) stump between one (1) and 3 metres high at least every fifty (50) metres along the cutblock boundary.

2.02 The following timber is specified as reserved timber:

Block #1

Leave Tree Specifications:

Table 1 – Layer 1 Reserve Timber[1]

SU	Selection Priority	Species	Size	Stems per Hectare to Retain			Distribution[2]			
				Target	Min	Max	S	G	I	R
1	1	Lw/Fd	≥30cm dbh	30sph	0sph	40sph	X	X	X	
2,3	1	Lw/Fd	≥30cm dbh	10sph	0sph	10sph	X	X	X	
1, 2, 3	1	Lw/Fd	>= 45cm	5sph	0sph	5sph	X	X	X	

Additional Requirements/ Comments:

1. Minimum is to be left only where leave-trees of identified species, size class, and structural integrity do not exist within areas of the SU. Leave as many trees meeting the retention requirements as available up to maximum amount.
2. The above cutspecs include trees that are dead or alive, with selection preference to be given to live trees (green tops/ minor bark char).
3. Trees that do not meet utilization standards for sawlog or pulp due to large defect are to be retained onsite where safe to leave and not posing a safety hazard. If felled as result of presenting a safety hazard, retain onsite as large woody debris.
4. All stems retained must be structurally sound, have >50% of the root system intact and not present a hazard to crews on the ground.
5. Voids >1ha may exist post-harvest dependent on pre-existing stand structure and available leave-trees.

[1] Refer to *Appendix 1* for *Table of Reserve timber Abbreviations and Definitions*
[2] Distribution types: S: Single Tree, G: Group of trees, I: Irregularly distributed, R: Regularly distributed

Note: Safety is a priority when conducting operations near reserved timber. Refer to TSL Schedule "A", Section 2.00 regarding Dangerous trees.

Table 2- Other Reserved Timber

Non Merch							
SU	**Location**	**Species**	**Size**				**Stems/ha**
1,2,3	Where possible, retain clusters of green advanced regen	Fd, Lw, Sx, Bl	>1.3m height				- up to 3 clusters/ha
Coarse Woody Debris							
SU	**Size**	**# per Hectare**	**Distribution**				
			S	**G**	**I**	**R**	
1,2,3	Min 2m length (≥5m m if available) Min 20cm diameter at one end. Target larger logs where they occur and are not suited as sawtimber.	Min 4 logs/ha 1.24m3/ha	**x**	**x**	**x**		• This is the minimum required as per the 2017-2022 FSP
Dead Trees to be stubbed (where Mechanical Falling is utilized)							
1,2	Stub trees embedded into stream banks where it is safe to do so (ie within MFZ's) and will not pose a hazard to the integrity of the stream channel)	all	**x**	**x**	**x**		• 2 – 5 m stubbing Height • No target.

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Block #2

Leave Tree Specifications:

Table 1 – Layer 1 Reserve Timber[1]										
SU	Selection Priority	Species	Size	Stems per Hectare to Retain			Distribution[2]			
				Target	Min	Max	S	G	I	R
1	1	Lw/Fd	≥30cm dbh	30sph	0sph	30sph	X	X	X	
2	1	Lw/Fd	≥30cm dbh	10sph	0sph	10sph	X	X	X	
1, 2	1	Lw/Fd	≥45cm	5sph	0sph	5sph	X	X	X	

Additional Requirements/ Comments:

6. Minimum is to be left only where leave-trees of identified species, size class, and structural requirements do not exist within areas of the SU. Leave as many trees meeting the retention requirements as available up to the maximum amount.
7. The above cutspecs include trees that are dead or alive, with selection preference to be given to live trees (green tops/ minor bark char).
8. Trees that do not meet utilization standards for sawlog or pulp due to large defect are to be retained onsite where safe to leave and not posing a safety hazard. If felled as result of presenting a safety hazard, retain onsite as large woody debris.
9. All stems retained must be structurally sound, have >50% of the root system intact and not present a hazard to crews on the ground.
10. Voids >1ha may exist post-harvest dependent on pre-existing stand structure and available leave-trees.

[1] Refer to *Appendix 1* for *Table of Reserve timber Abbreviations and Definitions*
[2] Distribution types: S: Single Tree, G: Group of trees, I: Irregularly distributed, R: Regularly distributed

Note: Safety is a priority when conducting operations near reserved timber. Refer to TSL Schedule "A", Section 2.00 regarding Dangerous trees.

Table 2- Other Reserved Timber

Non Merch				
SU	Location	Species	Size	Stems/ha
1,2	Where possible, retain clusters of green advanced regen.	Fd, Lw, Sx, Bl	>1.3m height	Up to 3 clusters/ha

Coarse Woody Debris							
SU	Size	# per Hectare	Distribution				
			S	G	I	R	
1,2	Min 2m length (≥5m if available) Min 20cm diameter at one end. Target larger logs where they occur and are not suited as sawtimber.	Min 4 logs/ha 1.24m3/ha	x	x	x		• This is the minimum required as per the 2017-2022 FSP for the MSdw
Dead Trees to be stubbed (where Mechanical Falling is utilized)							
1,2	Stub trees embedded into stream banks where it is safe to do so (ie within MFZ's) and will not pose a hazard to the integrity of the stream channel	all	x	x	x		• 2 – 5 m stubbing Height • No target.

Block #3

Leave Tree Specifications:

Table 1 – Layer 1 Reserve Timber[1]										
SU	Selection Priority	Species	Size	Stems per Hectare to Retain			Distribution[2]			
				Target	Min	Max	S	G	I	R
1	1	Lw/Fd	≥30cm dbh	30sph	0sph	30sph	X	X	X	
2	1	Lw/Fd	≥30cm dbh	10sph	0sph	10sph	X	X	X	
1,2	1	Lw/Fd	≥45cm dbh	5sph	0sph	5sph	X	X	X	

Additional Requirements/ Comments:

11. Minimum is to be left only where leave-trees of identified species, size class, and structural integrity do not exist within areas of the SU. Leave as many trees meeting the retention requirements as available up to the maximum amount.
12. The above cutspecs include trees that are dead or alive, with selection preference to be given to live trees (green tops/ minor bark char).
13. Trees that do not meet utilization standards for sawlog or pulp due to large defect are to be retained onsite where safe to leave and not posing a safety hazard. If felled as result of presenting a safety hazard, retain onsite as large woody debris.
14. All stems retained must be structurally sound, have >50% of the root system intact and not present a hazard to crews on the ground.
15. Voids >1ha may exist post-harvest dependent on pre-existing stand structure and available leave-trees.
16. Patches of up to 0.2ha in size may be reserved from harvesting as result of excessive rock/boulders that impede machinery.

[1] Refer to *Appendix 1* for *Table of Reserve timber Abbreviations and Definitions*
[2] Distribution types: S: Single Tree, G: Group of trees, I: Irregularly distributed, R: Regularly distributed

Note: Safety is a priority when conducting operations near reserved timber. Refer to TSL Schedule "A", Section 2.00 regarding Dangerous trees.

Table 2- Other Reserved Timber

Non Merch				
SU	Location	Species	Size	Stems/ha
1,2	Where possible, retain clusters of green advanced regen.	Fd, Lw, Sx, Bl	>1.3m height	Up to 3 clusters/ha

Coarse Woody Debris							
SU	Size	# per Hectare	Distribution				
			S	G	I	R	
1, 2	Min 2m length (≥5m if available) Min 20cm diameter at one end. Target larger logs where they occur and are not suited as sawtimber.	Min 4 logs/ha 1.24m3/ha	x	x	x		• This is the minimum required as per the 2017-2022 FSP for the MSdw
Dead Trees to be stubbed (where Mechanical Falling is utilized)							
1,2	Stub trees embedded into stream banks where it is safe to do so (ie within MFZ's) and will not pose a hazard to the integrity of the stream channel	all	x	x	x		• 2 – 5 m stubbing Height • No target.

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APPENDIX I
1.00 TABLE OF RESERVE TIMBER ABBREVIATIONS AND DEFINITIONS

Name / Term	Abbreviation / Definition
Tree Species	
Douglas-Fir	Fd
Western Larch	Lw
Lodgepole Pine	Pl
Engelmann Spruce	Se
Interior Spruce	Sx
Western Hemlock	Hw
Western Red Cedar	Cw
Ponderosa Pine	Py
Subalpine Fir (Balsam)	Bl
Grand Fir	Bg
Western White Pine	Pw
Birch	Ep
Aspen	At
Cottonwood	Ac
Distribution	
Single	Individual Trees
Group	More than 1 Tree
Regular	An approximately even distribution of reserve trees or groups throughout the prescribed area. The minimum of the range must be retained within every hectare of the prescribed area.
Irregular	A mosaic, scattered or variable distribution that may include areas of high density as well as voids. (E.g., some areas may be within, above, or below the specified density range, although the range is achieved overall within the TU/HU.)
Measurement Height	
Diameter Breast Height (1.3 m)	DBH or dbh
Diameter Stump Height (30 cm)	DSH or dsh
Harvesting Categories	
Treatment Unit or Harvest Unit	TU or HU An area within the block where a specific harvest system is applied. (E.g., cable-yarding or ground skidding.)
Standards Unit	SU - A silviculture treatment unit
Block	BLK or blk
Layer 1	Merchantable Layer / Tallest Trees
Layer 2	Poles (7.5-12.49 cm dbh)
Layer 3	Saplings (>1.3m ht. to 7.49 cm dbh)
Layer 4	Understory (<1.3 m ht.)

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Measurement Units	
Hectare	ha.
Centimetre	cm.
Metre	m.
Stems per hectare	sph or SPH

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SCHEDULE "C"
ROAD AND STRUCTURE ENGINEERING REQUIREMENTS

No clauses are applicable to this Schedule.

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SCHEDULE "D"
ENVIRONMENTAL MANAGEMENT SYSTEM

1.00 DEFINITIONS

1.01 In this Schedule

(a) "BCTS EMS" means the BC Timber Sales (BCTS) Environmental Management System (EMS), which is available on the BC Timber Sales website at: https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/forest-certification

(b) "EFP" means environmental field procedure,

(c) "eERP" means environmental emergency response plan in accordance with paragraph 3.01, and

(d) "SFMP" means sustainable forest management plan.

2.00 OPERATIONAL CLAUSES

2.01 The Licensee must comply with, and must ensure that the Licensee's employees, agents, and contractors working on the cutting authority area and associated permit areas comply with, the requirements of the BCTS EMS pertaining to the Licence in Table 1 of this Schedule.

2.02 All EMS documents specified in Table 1 of this Schedule are available on the BC Timber Sales website in accordance with paragraph 1.01 (a). The Licensee must ensure that those EMS documents specified as "Required On-site" are made available in a location accessible to the cutting authority area and associated permit areas to be viewed and read by the Licensee and the Licensee's employees, agents, and contractors.

2.03 The Licensee must achieve and maintain, and must ensure that the Licensee's employees, agents, and contractors working on the cutting authority area and associated permit areas, achieve and maintain training as specified in the BCTS "LPC Training Matrix".

2.04 The Licensee must maintain documentation of the training received by the Licensee and the Licensee's employees, agents, and contractors sufficient to allow the Timber Sales Manager to determine whether the Licensee is in compliance with paragraph 2.03, above. The documentation must contain, but is not limited to:

(a) the name of the person(s) completing the training,

(b) the training course name, and

(c) the date that the training course was completed.

2.05 The Licensee must conduct pre-works and inspections of its operations for conformance with the Licence, associated permits, plans, the BCTS EMS and compliance with legislation.

2.06 Where operations do not conform or comply with the requirements of the Licence, associated permits, plans, the BCTS EMS and legislation, the Licensee must make appropriate corrections and corrective actions.

2.07 The Licensee must document and report EMS incidents in accordance with the BCTS EMS, identifying:

(a) the date and time of the incident,

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(b) location of the incident,

(c) description of the incident,

(d) impact(s),

(e) contributing factors,

(f) action taken, and

(g) agencies to which the incident was reported.

2.08 The Licensee must maintain documentation of pre-work meetings and inspections of its operations, including documentation that operations are conforming and complying with the requirements of the Licence, associated permits, plans, the BCTS EMS and legislation, that appropriate corrections and corrective actions have been taken, or are taking place, and all EMS incidents, and make that documentation available to the Timber Sales Manager upon request.

2.09 The Licensee may be audited by a BCTS internal auditor and/or an independent third party auditor for conformance with the requirements of the BCTS EMS, related SFMPs and compliance with legislation, and must:

(a) provide Licensee's and Licensee's employees, agents, and contractors reasonable time and resources at the Licensee's expense for such audits, and

(b) make appropriate corrections and corrective actions to address non-conformities identified by the audit.

3.00 ENVIRONMENTAL EMERGENCY RESPONSE PLAN

3.01 The Licensee must, before commencing activities having risks associated with hazardous material spills, forest fires, landslides or other major erosion events, on the cutting authority area and associated permit areas, prepare an eERP consistent with the BCTS “LPC eERP Template” and must submit such plan to the Timber Sales Manager upon request.

3.02 The Licensee must conduct operations on the cutting authority area and associated permit areas in accordance with its eERP.

3.03 The Licensee must:

(a) maintain a spill kit for every operation involving the use of hazardous materials as specified in “EFP 06 Fuel Handling” on the cutting authority area and associated permit areas, and

(b) ensure that the Licensee's employees, agents, and contractors have been trained in the use of that spill kit.

3.04 The Licensee must:

(a) conduct drills and, if required, tests for environmental emergency preparedness and response in accordance with the BCTS EMS, and

(b) maintain documentation of drills and tests referred to in subparagraph (a) in accordance with the BCTS EMS and in a location accessible to the cutting authority area and associated permit areas, and make that documentation available to the Timber Sales Manager upon request.

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Table 1: BCTS EMS Pertaining to the Licence

Provincial EMS	**Version**	**Required On-site (Yes/No)**
BC Timber Sales Environmental Policy	October 19, 2020	No
BC Timber Sales Sustainable Forest Management Policy	October 19, 2020	No
BCTS Environmental Management System EMS Tailgate Training	June 1, 2018	Yes
CHK-003 BCTS Harvesting Prework Report		Yes
CHK-007 BCTS Harvesting Inspection Report		Yes
CHK-009 EMS Incident Report Form	April 1, 2020	Yes
CHK-010 Environmental Emergency Response Test/Drill Report Form	April 1, 2016	Yes [1]
CHK-011 BCTS Client Self Inspection Report		Yes
EFP 01 General	April 1, 2016	Yes [1]
EFP 02 Project Supervision	April 1, 2016	Yes [1]
EFP 03 Development & Planning	April 1, 2016	Yes [1]
EFP 04 Roads, Bridges and Major Culverts	April 1, 2016	Yes [1]
EFP 05 Harvesting	April 1, 2016	Yes [1]
EFP 06 Fuel Handling	April 1, 2021	Yes [1]
EFP 07 Dryland Sort	April 1, 2016	Yes
EFP 08 Marine Log Handling Facilities	April 1, 2018	Yes
EMS Manual (Chapters 7-13; Procedures pertaining to Licensees / Permittees / Contractors)	April 1, 2021	No
ER Test-Drill Guide (Guide for Conducting Environmental Emergency Response Tests/Drills for Fires, Spills and Erosion Events)	April 1, 2012	Yes [1]
Glossary	April 1, 2020	No
LPC eERP Template (Environmental Emergency Response Plan for BCTS Client Use)		Yes
Sustainable Forestry Initiative (SFI) Client General Awareness Document	August 1, 2015	Yes
Table 008-1 (LPC Training Matrix)		Yes
Table 008-1A (LPC Training Summary)		Yes
Business Area EMS Documents	**Version**	**Required On-site (Yes/No)**
TKO Invasive Plant EFP	February 18, 2019	Yes
Bird Nest Encounters – SOP for LPC	July 7,2017	Yes
TKO Water Disruption ERP	April 15, 2010	Yes
Wet Weather Operating Guide	April 2017	Yes
Road Deactivation Guide	August 2011	Yes
TKO Invasive Plant Awareness ppt **	April 2019	No
TKO Species of Management Concern Training **	April 2019	No
TKO Logging Completion Report	February 26, 2021	No
Soil Disturbance Guide		Yes
Wildfire Regulation – Interpretive Bulletin for the Forest Industry	June 2011	Yes

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APPENDIX II

BCTS
BC Timber Sales

Licensee Conformance Certificate

TO BE COMPLETED BY A REGISTERED PROFESSIONAL FORESTER or REGISTERED FOREST TECHNOLOGIST AFTER COMPLETION OF PRIMARY FOREST ACTIVITIES

Timber Sale Licence (TSL) Number: TA0904

BC Timber Sales Business Area: Kootenay BC Timber Sales

I am a Registered Professional Forester or Registered Forest Technologist, registered and in good standing, with the Association of British Columbia Forest Professionals. I have taken steps as regulated under the *Foresters Act* and as required by good practice, including ensuring that I am qualified and competent, in order to sign and seal this Conformance Certificate.

In my professional opinion, as per section 106.2 (1) (a) and (b) of the *Forest Planning and Practices Regulation*, and except as noted below under 'Exceptions':

□ the timber harvesting activities conducted under this TSL were consistent with the intended results and strategies identified by the Timber Sales Manager in the Forest Stewardship Plan applicable to this TSL; and

□ the road construction, maintenance, and deactivation activities conducted under this TSL were consistent with the intended results and strategies identified by the Timber Sales Manager in the Forest Stewardship Plan applicable to this TSL.

Signature of Registered Professional Forester or Registered Forest Technologist:

Name of Registered Professional Forester or Registered Forest Technologist (please print):

Please affix professional seal here:

Date Signed (YYYY/MM/DD):

Employer's name and address (please print):

Phone No.:

Email address:

Please note: submission of a completed conformance certificate does not mean that the licensee will not be subject to compliance actions by the Government, if necessary.

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