



TIMBER SALE LICENCE TA0547

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 or removed under this Licence is certified pursuant to Sustainable Forestry Initiative (SFI) forest certification, registration # PR-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 /m³ in respect of timber authorized to be 1 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*.

1.00 GRANT OF RIGHTS AND TERM

1.01 Subject to this Licence, the Licensee

- (a) may during the term of this Licence harvest or remove merchantable Crown timber from the areas of land authorized to be harvested or removed 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.

- 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 **12 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 and the foreshore 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 seven 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 and the foreshore area.
- 4.02**
- (a) The Licensee must, before beginning operations on the cutting authority area, the foreshore 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** 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.
- 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 4.09 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 4.09 or 4.10 if requested by the Timber Sales Manager.
- 4.12** The licence is subject to and the licensee must comply with the BC Timber Sales Kootenay Business Area Forest Stewardship Plan #601.

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 area and the foreshore area, 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.
- 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 or removed under this Licence (is/are):
A 0 5
4 7
- 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 or removed under this Licence, the volume and quality of timber harvested or removed will be determined using information provided in a scale of the timber.
- 8.02** The Licensee must ensure that
- (a) all timber harvested or removed 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.

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 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 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 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 issue the permit.

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 or removed 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 in respect of the timber authorized to be harvested or removed under this licence or a Road Permit,
 - (b) a bonus bid in the amount of [amount]/m³ in respect of timber authorized to be harvested or removed 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 four (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 four (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
- (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 three (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.

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 license 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 licence 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 16.01 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.

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 Licence, 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.
- 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

time;

- (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 or removed" 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 22.01, 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.

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:

.....

Signature of Witness

.....
Print Witness Name

AFFIX
COMMON SEAL

.....
Date

Or

SIGNED by the Licensee in the
presence of:

.....
Signature of Witness

.....
Print Witness Name

.....
Signature of Licensee or
Authorized Signatory

.....
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,
A/Timber Sales
Manager BC Timber
Sales
Kootenay Business Area

.....
Date

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 an average of 0 to 5, with a target of 3, wildlife stubs/ha 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.

- 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.
- 4.05** Once the Licensee commences harvesting operations, the Licensee must, in cutblock 1 fell all timber authorized for harvest, and except for material required to be dispersed, must yard all timber **10 centimeters** in diameter or larger to landings or roadsides within the cutting authority area.
- 4.06** The Licensee will not conduct timber harvesting operations on cutblock 1 from **16 March to 14 November** of each year during the term of this licence.

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) The registered holder of Trapline TR0405T002
 - (b) The registered holder of Range Tenure RAN075121.
- and must notify that person or each of those persons at least 14 days before commencing activities on the cutting authority area.
- 5.02** The Licensee
- (a) must repair any improvement belonging to a third party that is damaged because of operations conducted under this licence, and
 - (b) if the Licensee fails to repair an improvement, must pay the full cost a repair completed by another person.
- 5.03** The Licensee, before operating within two tree lengths of a statutory right-of-way, utility, or private property, must
- (a) notify the offices of BC Hydro at least seven (7) days before commencing those operations and
 - (b) comply with that party's guidelines and applicable Workers' Compensation Act regulations in respect of conducting activities in the vicinity of that right-of-way.
 - (c) Refer to documents "*TA0547_m1_BCHydro_Compatible*" and "*TA0547_m2_BCHydro_Emergency*" for the specific BC Hydro Guidelines.

6.00 SPECIAL CONDITIONS

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

Block #	% of total area	[Number] Hectares
1	6.4%	5.3 ha

7.00 SKID TRAILS

- 7.01** The Licensee must adhere to all skid trail locations identified within the wildlife tree patch as outlined on the harvest plan map and located in the field.

8.00 SLASHING

- 8.01** The Licensee must cut all live trees three (3) metres and over in height within the cutting authority area.

9.00 TIMBER PROCESSING

- 9.01** Any residual fibre that the licensee leaves at roadside, or on a landing, that is a minimum of **four (4) metres** in length and a minimum of **ten (10) centimeters** in diameter, must be decked. for the purposes of the residual fibre clause, "decked" residual fibre refers to ten or more logs that are mechanically placed together parallel to each other in a single pile/accumulation.

SPECIMEN

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 three (3) metres high at least every fifty (50) metres along the cutblock boundary.
- 2.02** The following timber is specified as reserved timber:

Table 1. - Layer 1 Reserved Timber ¹											
Block	TU / HU	Selection Priority	Species	Size	Stems per Hectare			Distribution ²			
					Target	Minimum	Maximum	S	G	I	R
1	1	1 = Lw 2 = Fd	Lw & Fd	Largest stems available	100	80	125	√	√	√	√
1	1	N/A	Lw & Fd	≥ 45 cm dbh	All	N/A	N/A	√	√	√	
1	1	N/A	At/Ac/Ep	≥ 17.5 cm dbh	All	N/A	N/A	√	√	√	

Additional Requirements:

- Retain 80-125 stems per hectare (sph) of western larch (Lw) and Douglas fir (Fd) with a target average of 100 sph throughout the Net Area to Reforest (NAR). The target of 100 sph must be met overall within the NAR. All retained stems will contribute to the target of 100 sph (except for At/Ac/Ep).
- Leave tree distribution should target even spacing. However, tree retention must target the largest stems available which is anticipated to include some irregularly spaced groups of trees as well as regularly spaced single stems. Groups of trees may be retained to compensate for voids without suitable leave trees (e.g. the southeast corner of the block near landing #6).
- Retain all Lw & Fd ≥ 45 cm dbh where they exist and where practicable[†], regardless of spacing. These stems count towards the 100 sph leave tree target.
- Species retention should favour Lw over Fd. Target mistletoe-free Lw stems where available, however it is expected some mistletoe-infested stems will be retained.
- Reserve all deciduous trees ≥ 17.5cm dbh where they exist and where practicable[†]; very few were observed during field recce phase and cruising.
- BCTS reserves the right to pre-mark reserve stems as per above leave tree specifications.

[†] E.g. of impracticable situations: leave tree is within a proposed landing clearing area or constrained skid trail.

¹ Refer to *Appendix I* for *Table of Reserve Timber Abbreviations and Definitions*

² Distribution Types: S: Single Trees, G: Groups 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 ¹											
Non-Merchantable											
Block	TU / HU	Location(s)	Species	Size	Stems per Hectare						
					Target	Minimum					
1	1	Retain patches of regen with a minimum area of 20 m x 20 m up to a maximum of 0.5 ha, where they exist.	All	1.3 m height	N/A	N/A					
Dead Trees to be Stubbed (where Mechanical Falling is utilized)											
Block	TU / HU	Species	Size	Stubbing Height	Stems per Hectare			Distribution ²			
					Target	Minimum	Maximum	S	G	I	R
1	1	All	>/= 30 cm dbh	2-5m	3	0	5	√	√	√	
Additional Requirements:											
1. The stubbed snag should be left as high as practicable, up to 5m max.											
2. The stub should be created from obviously poor quality stems that are not merchantable (ie. Heavily scarred, rotten, or excessively swept butts).											
3. Preference should be given to creating stubs from the largest stems.											
4. The target of 3 stems/ha must be met over the block.											
Coarse Woody Debris											
Block	TU / HU	Species	Size	Number per Hectare		Distribution ²					
				Target	Minimum	S	G	I	R		
1	1	All (Non-merchantable)	>10 cm in diameter at one end	>/= 4	4	√	√	√			
Additional Requirements:											
1. Retain a minimum of 4 logs per hectare, each > 10cm in diameter at one end. Voids where no coarse woody debris is available may exist; however, the minimum must be achieved as averaged for the whole block.											
2. There is an estimated 75 pieces of CWD per hectare meeting the above size requirements.											
3. Preference should be given to the largest diameter stems, dead trees with cavities, and/or trees suitable for wildlife use.											
¹ Refer to <i>Appendix I</i> for <i>Table of Reserve Timber Abbreviations and Definitions</i>											
² Distribution Types: S: Single Stems/Logs, G: Groups of Stems/Logs, 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.											

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

SPECIMEN

SCHEDULE "C" ROAD AND STRUCTURE ENGINEERING REQUIREMENTS

This schedule applies with respect to roads the Licensee is authorized to construct, maintain, or use in accordance with part 11.00 of the agreement.

1.00 GENERAL ROAD CONSTRUCTION, MAINTENANCE, DEACTIVATION, REHABILITATION, AND LOCATION REQUIREMENTS

1.01 The Licensee is authorized to construct, use, maintain and deactivate roads or to rehabilitate the area occupied by those roads that are

- (a) shown on either the Exhibit "A" of this Licence or the map provided in Appendix II to this Schedule, and,
- (b) described in column 1 of Table 1 of this Schedule.

Table 1: Road Sections

1	2	3	4	5	6	7
Road Name	Road Section Length (m)	Start Station	Stop Station	Road Location	Applicable Construction Specification	Licensee Responsible Deactivate/ Rehabilitate
Section #1	126	0+000	0+126	Must Follow Location	General	Rehabilitation
Section #2	150	0+000	0+150	Must Follow Location	General	Rehabilitation

1.02 Where in Table 1 of this Schedule:

- (a) the words "must follow location" in column 5 appear opposite the road name in column 1, the Licensee must construct that road in the location as identified in the field by the Timber Sales Manager,
- (b) the word "optional" in column 5 appears opposite the road name in column 1, the Licensee may, at its discretion, construct that road,
- (c) the word "deactivate" in column 7 appears opposite the road name in column 1, the Licensee must deactivate that road, and,
- (d) the word "rehabilitate" in column 7 appears opposite the road name in column 1, the Licensee must deactivate that road and rehabilitate the area occupied by that road.

1.03 The Licensee must maintain all roads constructed or used under this Licence in accordance with the specifications set out in Part 4.00 of this Schedule.

2.00 ROAD CONSTRUCTION SPECIFICATIONS

2.01 Where in Table 1 of this Schedule:

- (a) the word "general" in column 6 appears opposite the road name in column 1, the Licensee must construct that road in accordance with the General Construction Specifications set out in Part 3.00 of this Schedule;
- (b) the word "detailed" in column 6 appears opposite the road name in column 1, the Licensee must construct that road in accordance with the Detailed Construction Specifications set out in Appendix I to this Schedule;
- (c) the word "none" in column 6 appears opposite the road name in column 1, and unless otherwise directed by the Timber Sales Manager, the Licensee may construct that road in accordance with the General Construction Specifications set out in Part 3.00 of this Schedule.

3.00 GENERAL CONSTRUCTION SPECIFICATIONS

3.01 Subject to paragraph 2.01(a), the Licensee must

- (a) construct curves according to the following curvature specifications:

Table 2: Curvature Specifications

Radius of Curve (m)	180	90	60	45	35	25	20	15
Minimum Stabilized Surface Width (metres)	4.3	5.3	5.8	6.0	6.5	7.5	8.0	9.0

- (b) ensure that each road constructed under this Licence conforms to
 - (i) subject to clause (ii), the Government of British Columbia CL-625 standard design load vehicle configuration, or
 - (ii) any variation from the Government of British Columbia CL-625 standard design load vehicle configuration authorized by the Timber Sales Manager before the commencement of construction of the road,
 and
- (c) ensure that each road constructed under this Licence conforms to the General Construction Specifications set out below:

Table 3: Other General Construction Specifications

Other General Construction Specifications	ROAD IDENTIFIER		
	Section #1	Section #2	
Stumps/roots/logs allowed in road prism outside the road subgrade width (YES/NO)	YES	YES	
Stumps/Roots/Logs allowed under the road subgrade width (YES/NO)	YES	YES	
Maximum stripping width (metres)	16.0	16.0	
Minimum road subgrade width other than curves (metres)	4.0	4.0	
Maximum road subgrade width other than curves (metres)	5.0	5.0	
Maximum distance between turnouts (metres)	500	500	
Useable length /width of turnouts (metres X metres)	30m X 10m	30m X 10m	
Maximum sustained grade			
Adverse (%)	1	3	
Favourable (%)	1	3	
Maximum short pitch grade			
Adverse: for a maximum of 100 metres (%)	3	3	
Favourable: for a maximum of 200 metres with slack grade preceding or following on a straight runout (%)	3	3	
Switchback maximum gradient (%)	8	8	
Ditch depth (0.3/0.5 metres)	0.3	0.3	
Minimum cross-drain culvert diameter (round pipe) (mm)	400	400	
Other shapes (opening size) (mm x mm)			
Stabilizing required of road surface, with rock ballast or pit-run gravel (YES/NO)	NO	NO	

4.00 ROAD MAINTENANCE SPECIFICATIONS

4.01 The Licensee must regularly maintain and repair roads constructed or used under this Licence to ensure safe industrial use of those roads, including the use by third parties, in a timely manner and fashion by doing the following:

Drainage systems:

- (a) ensuring that road surface and slope drainage systems (including ditches, culverts and road crowning, in-sloping and out-sloping) are functional at all times;

Brushing:

- (b) cutting all vegetative growth, including trees and other vegetation on roadway surfaces and roadsides such that
 - (i) sight distances are consistent with the road design speed,
 - (ii) snow removal and placement is accommodated without impeding sight distance, and
 - (iii) usable road widths will permit the safe passage of vehicles at road widenings or turnouts;
- (c) identifying and falling all hazard trees adjacent to all rights-of-way before commencing industrial operations;

Surface grading:

- (d) utilizing a grader to perform surface grading to the road, except for those roads with ballast rock surfaces, to
 - (i) thoroughly loosen surfacing material, by cutting, scarification or other methods to address the depth of potholes, rutting or wash-boarding, without causing contamination of the surfacing with the subgrade material or with unsuitable ditch materials,
 - (ii) provide proper road surface drainage and prevent water pooling on the road by shaping the surface crown or sloping the road surface as indicated by the character of the existing surface, and removing grader berms, and
 - (iii) produce a surface that is smooth, uniform, consistent to grade, all to provide haul speeds commensurate with road alignment;
- (e) grading only when moisture content is suitable, or with the addition of water;
- (f) placing or replacing surface aggregate where necessary to achieve the objectives in subparagraph (d) above;

Turnouts:

- (g) ensuring that turnouts are either inter-visible or of a sufficient number and size to accommodate both the traffic volumes and vehicle sizes commonly using that road;

Sign maintenance:

- (h) cleaning, replacing, and reconditioning signs, posts, and markers, including but not limited to, radio frequency call signs, information signs, kilometer markers, traffic control signs, and bridge delineators;

Winter maintenance:

- (i) ceasing all industrial use on the road or sections of the road that display any of the following conditions:
 - (i) rutting to the point that subgrade material mixes with surfacing material;
 - (ii) damage to the subgrade is occurring;

- (iii) erosion of surfacing material;
- (j) requesting the district manager to authorize closure of the road temporarily while the risk of damage to the road is unacceptably high;
- (k) conducting winter maintenance in a manner such that
 - (i) snow is removed from all or part of the traveled way, including sufficient turnouts, when operations become inefficient, and/or the road would be otherwise unsafe for industrial use,
 - (ii) cut slopes are not undercut,
 - (iii) surfacing material and gravel is not bladed off the road,
 - (iv) snow is removed only from the usable road surface having roadbed support, including turnouts,
 - (v) snow banks are breached or “winged” backed to facilitate drainage at a sufficient number of locations to reduce water flow along road surfaces during periods of melt,
 - (vi) roadbed drainage ditches, drainage dips, and culverts are functional during periods of melt,
 - (vii) sand is applied to the bladed road surface as needed to provide proper traction for industrial vehicles where chains will not be suitable or sufficient, and
 - (viii) roads are closed to wheeled vehicles at times when use would be unsafe or when damage to the road could occur.

4.02 The Licensee is exempt from the maintenance requirements of paragraph 4.01(d) (iii) in respect of roads scheduled for deactivation or rehabilitation.

4.03 Upon completion of timber harvesting operations, for all roads constructed under this Licence and for which the Licensee is not responsible to deactivate or rehabilitate, the Licensee must

- (a) immediately before relinquishing its rights under this Licence, leave the road in a condition that conforms to the maintenance specifications in paragraph 4.01, or
- (b) if necessary, return to the cutting authority area after breakup or snowmelt to complete road maintenance obligations in accordance with the maintenance specifications in paragraph 4.01.

5.00 ROAD DEACTIVATION

5.01 The Licensee must deactivate, before the expiry of the Licence, the road sections identified in columns 2, 3 and 4 of Table 1 of this Schedule, where the word “deactivate” appears in column 7 on the same line as that road section, in accordance with

- (a) section 82 of the Forest Planning and Practices Regulation,
- (b) every other provision of the Forest Planning and Practices Regulation that regulates road deactivation, either specifically or by reference to primary forest activities, and
- (c) any specifications provided in Part 7.00 of this Schedule.

6.00 REHABILITATION OF AREAS OCCUPIED BY ROADS

6.01 The Licensee must rehabilitate, before the expiry of the Licence, the area occupied by the road sections identified in columns 2, 3 and 4 of Table 1 of this Schedule, where the word “rehabilitate” appears in column 7 on the same line as that road section, by

- (a) de-compacting compacted soils,
- (b) returning displaced surface soils, retrievable side-cast and berm materials onto the area occupied by that road and either
- (c) placing wood debris on the exposed soils, or
- (d) revegetating the exposed mineral soils.

7.00 SPECIAL CONDITIONS

No clauses are applicable to this Part.

SPECIMEN

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) "ERP" 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, the foreshore 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, the foreshore 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, the foreshore 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,
 - (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, the foreshore area and associated permit areas, prepare an ERP consistent with the BCTS "LPC ERP 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, the foreshore area and associated permit areas in accordance with its ERP.
- 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, the foreshore 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, the foreshore area and associated permit areas, and make that documentation available to the Timber Sales Manager upon request.

Table 1: BCTS EMS Pertaining to the Licence

Provincial EMS	Version	Required On-site (Yes/No)
BC Timber Sales Environmental Policy	December 5, 2012	No
BC Timber Sales Sustainable Forest Management Policy	December 5, 2012	No
BCTS Environmental Management System EMS Tailgate Training	June 1, 2018	Yes
CHK-003 BCTS Harvesting Pework Report		Yes
CHK-007 BCTS Harvesting Inspection Report		Yes
CHK-009 EMS Incident Report Form	April 1, 2018	Yes
CHK-010 Environmental Emergency Response Test/Drill Report Form	April 1, 2016	Yes
CHK-011 BCTS Client Self Inspection Report		Yes
EFP 01 General	April 1, 2016	Yes
EFP 02 Project Supervision	April 1, 2016	Yes
EFP 03 Development & Planning	April 1, 2016	Yes
EFP 04 Roads, Bridges and Major Culverts	April 1, 2016	Yes
EFP 05 Harvesting	April 1, 2016	Yes
EFP 06 Fuel Handling	April 1, 2018	Yes
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)	July 1, 2018	No
ER Test-Drill Guide (Guide for Conducting Environmental Emergency Response Tests/Drills for Fires, Spills and Erosion Events)	April 1, 2012	Yes
Glossary	April 1, 2019	No
LPC eERP Template (Environmental Emergency Response Plan for BCTS Client Use)		Yes
Sustainable Forestry Initiative (SFI) Client General Awareness Document	April 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

¹ Note to BCTS staff: Include in table if document is applicable to the Licence. Delete if not applicable.

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: TA0547

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.