FORESTRY LICENCE TO CUT

TA1772

THIS LICENCE,

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. The Parties have entered into Contract EN22TFH003 (the contract) to carry out an activity funded out of the BC Timber Sales Account;

B. The Timber Sales Manager considers it desirable to cut and remove Crown timber from the areas of Crown land designated for the cutting and removal of timber on the map attached as FLTC TA1772 Exhibit “A” to this Licence (the cutting authority area) in conjunction with the contract;

C. The timber 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 Kootenay Business Area SFI Sustainable Forest Management Plan;

D. The Licensee has offered, among other things, to pay stumpage under Part 7 of the *Forest Act* in respect of timber removed from the cutting authority area;

NOW THEREFORE THE PARTIES enter into this Licence under SECTION 47.6(3)(b)(iii) OF THE *FOREST ACT* and agree as follows:

1.00 INTERPRETATION

1.01 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the *Forest Act* or the *Forest and Range Practices 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.

1.02 In this Licence, unless the context otherwise requires:

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(a) "cutting authority area" means the area described in Part 5.00 of this Licence,

(b) "deposit" means the deposit referred to in Paragraph 13.02 of this Licence,

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means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act, if it is repealed,

(d) "*Forest and Range Practices Act*" means the *Forest and Range Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to this Act, if it is repealed,

(e) "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,

(f) "Forestry Legislation" means the statutes and regulations, to which this Licence is subject,

(g) "Government" means the Government of the Province of British Columbia,

(h) "harvest" and its derivatives means to remove timber from the cutting authority area;

(i) "Licensee's Activities" means the work on the timber within the cutting authority area, to be undertaken by the Licensee,

(j) "merchantable Crown Timber" means timber that meets or exceeds the timber merchantability specifications described in the *Provincial Logging Residue and Waste Measurement Procedures Manual*, as amended or replaced from time to time,

(k) "Minister" means the minister responsible for administering the Forestry Legislation,

(l) "parties" means the Licensee and the Timber Sales Manager and "Party" means either one of them,

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

(n) "remove" means the removal of timber from the cutting authority area and "Removed" and "Removing" have the corresponding meanings,

(o) "term" means the duration of this Licence as set out in Paragraph 4.02 of this Licence,

(p) "waste" means timber, except timber reserved from cutting, and which meets or exceeds the timber merchantability specifications described for the Coast and the Interior in the *Provincial Logging Residue and Wast Measurement Procedures Manual*, that could have been cut and removed under this Licence but at the agreement holder's discretion, is not cut and removed;

(q) "*Wildfire Act*" means the *Wildfire Act*, S.B.C. 2004, as amended from time to time;

(r) "year" has the same meaning as in the *Interpretation Act*.

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1.03 This Licence is the entire agreement between the Parties as to the matters set out in the Licence, and all previous promises, representations or agreements between the Parties, whether oral or written, are deemed to have been replaced by this Licence. Except as set out in this Licence, any changes to this Licence must be agreed to by the Parties in writing and be signed by the Timber Sales Manager.

1.04 In this Licence, unless the context otherwise requires:

the singular includes the plural and the plural includes the singular, and

the masculine, the feminine and the neuter are interchangeable.

1.05 If a provision in the *Forest Act* or the *Forest and Range Practices 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.

1.06 This Licence is divided into parts, paragraphs, subparagraphs, clauses and sub clauses, 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.

2.00 LEGISLATIVE FRAMEWORK

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

2.02 This Licence is subject to the laws of British Columbia, including but not limited to:

(a) the *Forest Act*,

(b) the *Forest and Range Practices Act*,

(c) the *Wildfire Act*, and

(d) the regulations and standards made under those Acts

hereinafter referred to as the Forestry Legislation.

2.03 The Licensee will

(a) comply with the Forestry Legislation identified in paragraph 2.02 of this Licence, 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.

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2.04 Nothing in this Licence is to be construed as authorizing the Licensee to engage in any activities or carry out any operations otherwise than in compliance with the requirements of the Forestry Legislation.

3.00 REPRESENTATIONS

3.01 The Licensee represents and warrants to the Timber Sales Manager that:

(a) the Licensee has the ability to undertake and complete its obligations under this Licence within the Term, and

(b) there is not a legal or other reason why the Licensee cannot enter into this Licence.

4.00 GRANT OF RIGHTS AND TERM

4.01 Subject to this Licence, the Licensee may, during the term of this Licence

(a) enter into the cutting authority area, and,

(b) subject to Part 8.00, cut and remove the merchantable Crown timber.

4.02 The term of this Licence begins on the date the Timber Sales Manager executes this Licence, and ends on the earlier of

(a) March 31, 2022, or

(b) the date of the Timber Sales Manager giving notice to the Licensee that all contractual obligations associated with this Licence have been completed.

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 are

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

(ii) endorsed by BC Forest Safety Council 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.

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(b) That list must include:

(i) the names of each employer or firm as it is registered with WorkSafe BC, 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 CUTTING AUTHORITY AREA

6.01 The Licensee may cut and remove Crown timber that is within a distance of 10 metres from a line that a BC Timber Sales employee has marked on the ground by pink road centerline ribbon as generally shown on the FLTC TA1772 Exhibit "A" map in this Licence.

7.00 DANGEROUS TREES

7.01 The Licensee may fell a tree on Crown land outside of the cutting authority area if a person acting on behalf of the Licensee reasonably believes that the tree is a dangerous tree according to Workers' Compensation Act and the regulations made under that Act.

7.02 Unless directed otherwise by the Timber Sales Manager, the Licensee may remove a tree felled under Paragraph 7.01 if this Licence authorizes the removal of Crown timber from the cutting authority area.

7.03 If the Licensee removes a tree under Paragraph 7.02, the felled tree is timber for the purposes of the Licence and without limiting the generality of the foregoing is subject to Part 8.00.

8.00 WASTE ASSESSMENT

8.01 The Licensee must pay to the government waste assessments for waste.

8.02 The quantity and quality of waste will be determined in accordance with the provisions of the *Provincial Logging Residue and Waste Measurement Procedures Manual*.

8.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the *Provincial Logging Residue and Waste Measurement Procedures Manual* as it is at the time the quantity and quality of waste is determined under paragraph 8.02.

8.04 The Licensee must notify the Timber Sales Manager that primary logging has been completed on the cutting authority area immediately after that primary logging has been completed.

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9.00 TIMBER MARK

9.01 The timber mark(s) for timber cut and removed under this Licence is/are:

A 1 7

7 2

9.02 If directed to do so by the Timber Sales Manager, the Licensee must erect a sign at each exit from or entrance to the contract area, clearly showing the timber mark(s).

9.03 All timber must be marked in the prescribed manner before being transported from the cutting authority area.

10.00 RELEASE

10.01 The Licensee acknowledges

(a) that any information released to the Licensee by the Timber Sales Manager or the Government about the nature of the cutting authority area or the quality or quantity of timber, is an estimation only and is not binding upon the Timber Sales Manager, and

(b) that the Licensee has informed itself about such matters prior to executing this Licence.

10.02 The execution of this Licence by the Licensee is an absolute release by the Licensee of the Timber Sales Manager and the Government from any claim that the Licensee may have in respect of the nature of the cutting authority area or the quality or quantity of timber.

9.00 ABORIGINAL RIGHTS, ABORIGINAL TITLE, TREATY RIGHTS

9.01 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 and/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 and/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 this Licence, to be consistent with the court determination.

9.02 Subject to this License and the Forestry Legislation, if

(a) the Timber Sales Manager has, pursuant to Paragraph 11.01, varied this Licence,

(b) a court of competent jurisdiction subsequently overturns, sets aside or rescinds the determination or injunction referred to in Paragraph 11.01, and

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(c) it is practical to do so,

the Timber Sales Manager, at the request of the Licensee, may vary this Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of this Licence or authorization given prior to the variation under Paragraph 11.01.

9.03 Subject to the Forestry Legislation, if:

(a) under paragraph 11.01, the Timber Sales Manager has suspended this Licence,

(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, will reinstate this Licence for the remainder of its term.

9.04 Subject to this Licence and the Forestry Legislation, if:

(a) under paragraph 11.01, the Timber Sales Manager has refused to issue this Licence,

(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, will issue this Licence.

10.00 FINANCIAL AND DEPOSITS

10.01 In addition to any money payable in respect of this Licence under the Forestry Legislation, the Licensee will pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

(a) where removal of timber is authorized, stumpage under Part 7 of the *Forest Act* in respect of timber removed under this Licence at rates determined, redetermined and varied under Section 105 of that Act, and

(b) any payment required under Part 8.00.

10.02 During the term of this Licence, the Licensee must maintain with the Government a 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. The Timber Sales Manager may use this Deposit in accordance with this Part.

10.03 If the Timber Sales Manager gives the Licensee a notice that an amount has been taken under this part from the deposit, the Licensee, within four weeks of the date on which the notice is given, must pay to the Government, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.

10.04 If the Licensee does not comply with a requirement

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

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(i) this Licence, or

(ii) the Forestry Legislation in respect of this Licence, or

(b) to otherwise perform its obligations under:

(i) this Licence, or

(ii) the Forestry Legislation in respect of this Licence,

the Timber Sales Manager, after at least four weeks notice to the Licensee, may take from the deposit,

(c) an amount equal to the money which the Licensee has not paid,

(d) an amount sufficient to cover all costs incurred by the Timber Sales Manager in remedying those obligations which the Licensee has not performed, or

(e) an amount equal to the Timber Sales Manager's estimate of the costs that the Timber Sales Manager could reasonably expect to incur in remedying those obligations which the Licensee has not performed,

and for that purpose a security included in the deposit may be realized.

10.05 A notice referred to in Paragraph 12.04 must specify:

(a) the money which the Licensee has not paid or the obligation which the Licensee has not performed, and

(b) the amount the Timber Sales Manager intends to take from the deposit.

10.06 Subject to Paragraphs 12.08, 12.09 and 12.10, if:

(a) the Timber Sales Manager, under Paragraph 12.04, takes from the deposit an amount equal to the Timber Sales Manager's estimate of the costs which the Timber Sales Manager could reasonably expect to incur in remedying those obligations which Licensee has not performed ("the Timber Sales Manager exercises the right of withdrawal"), and

(b) the costs incurred by the Timber Sales Manager in remedying those obligations which the Licensee has not performed are less than the amount taken from the deposit,

the Government will as soon as feasible return to the Licensee an amount equal to the difference between the amount taken from the deposit and the costs incurred by the Timber Sales Manager.

10.07 If:

(a) the Timber Sales Manager exercises the right of withdrawal, and

(b) the costs incurred by the Timber Sales Manager in remedying those obligations which the Licensee has not performed are greater than the amount taken from the deposit,

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the Timber Sales Manager may take from the deposit an additional amount equal to the difference between the costs incurred by the Timber Sales Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be realized.

10.08 If the Timber Sales Manager exercises the right of withdrawal, the Timber Sales Manager is under no obligation to remedy the Licensee's failure.

10.09 If:

(a) the Timber Sales Manager exercises the right of withdrawal,

(b) the Timber Sales Manager does not remedy those obligations which the Licensee has not performed, and

(c) the Timber Sales Manager gives a notice to the Licensee indicating that the Government will not be remedying those obligations which the Licensee has not performed,

subject to Paragraph 12.10, the Government may retain the amount taken from the deposit under Paragraph 12.04.

10.10 If, after receiving a notice referred to in Paragraph 12.09, the Licensee:

(a) remedies the obligations which it had not performed, 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,

the Government will return to the Licensee an amount equal to the difference between the amount taken from the deposit and any costs incurred by the Timber Sales Manager in respect of those obligations which the Licensee did not perform.

11.00 REPORTING

11.01 Unless the Timber Sales Manager specifies otherwise in writing, the Licensee will take all reasonable steps to

(a) advise the Timber Sales Manager of the date that the Licensee's activities under this Licence will commence, and

(b) notify the Timber Sales Manager when all obligations under this Licence are complete.

11.02 The Timber Sales Manager, in a notice given to the Licensee, may require the Licensee to submit a report containing such information as the Timber Sales Manager requires regarding the Licensee's performance of its obligations under or in respect of this Licence, if the information is not included in any other reports which the Licensee must submit under the Forestry Legislation.

11.03 The Licensee will submit the reports required by the Timber Sales Manager by the deadline specified in the notice.

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12.00 LIABILITY AND INDEMNITY

12.01 The Licensee will 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 cutting or removal of timber, under or associated with this Licence, 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 cutting or removal of timber, under or associated with this Licence.

12.02 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.

12.03 Amounts taken under Part 12.00 from the deposit, and any payments required under Part 8.00 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.

13.00 LIMITATION OF LIABILITY

13.01 The Government 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.

14.00 TERMINATION

14.01 The Licensee is deemed to have failed to perform an obligation under this Licence if the Licensee

(a) commits an act of bankruptcy,

(b) makes a general assignment for the benefit of its creditors,

(c) otherwise acknowledges its insolvency, or

(d) is struck from the *British Columbia Corporate Registry*.

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14.02 If the Licence expires or is cancelled or otherwise terminated, the Timber Sales Manager may hire such men and equipment as may be necessary to perform the Licensee's obligations under this Licence, and

(a) may recover the costs of doing so from the Licensee, and

(b) where the Timber Sales Manager hires men and equipment, that action will be without prejudice to any other rights in this Licence, or remedies at law or in equity that the Timber Sales Manager may have for the default of the Licensee or for the recovery of money from the Licensee.

14.03 If the Licence expires or is canceled or otherwise terminated, title to all

(a) improvements, including roads and bridges, and

(b) timber, whether standing or felled, including logs and special forest products, and still located on the cutting authority area,

(c) will vest in the Government, without right of compensation to the Licensee.

15.00 NOTICE

15.01 A notice given under this Licence must be in writing and must be delivered in accordance with this part.

15.02 A notice given under this Licence may be:

(a) delivered by hand, or

(b) sent by mail.

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

(a) if it is given in accordance with Subparagraph 17.02(a), on the date it is delivered by hand, or

(b) if it is given in accordance with Subparagraph 17.02(b), subject to Paragraph 17.04, on the eighth day after it is Deposited in a Canada Post Office at any place in Canada.

15.04 If, between the time a notice is mailed in accordance with Subparagraph 17.02(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.

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

15.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

15.07 For the purposes of notification in accordance with this Part, the Parties contact information will be as follows:

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For the Timber Sales Manager:

Mailing Address: 1907 Ridgewood Road, Nelson BC V1L 6K1

Fax Number: (250) 825-3411

Contact Person: Mark Serediuk, RFT (250) 421-9555

For the Licensee:

Mailing Address:

Fax Number:

Contact Person:

16.00 MISCELLANEOUS

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

16.02 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.

16.03 The Exhibit "A" and Schedules to this Licence are deemed to be part of this Licence.

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

16.05 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, 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.

16.06 Nothing in this Licence authorizes the Licensee to restrict in any way the Government's access to the contract area, or the right-of-way of any other authorized entrant, user or occupier of these lands.

16.07 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.

SPECIMEN

IN WITNESS WHEREOF 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	
……..……. Signature of Witness	)		……..…….. Date
……..……. Print Witness Name	)		

Or

SIGNED by the Licensee in the presence of:	)		
……..……. Signature of Witness	)	…… Signature of Licensee or Authorized Signatory	……..…….. Date
……..……. Print Witness Name	)	…… 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	)	…… George Edney, RPF	……..…….. Date
	)	Timber Sales Manager	
……..……. Print Witness Name	)	BC Timber Sales Kootenay Business Area	

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SCHEDULE "A"
SPECIAL CONDITIONS AND REQUIREMENTS

1.00 ADMINISTRATION

Administration

2.00 DANGEROUS TREES

DangerousTrees - Should be removed progressively as required.

3.00 ENVIRONMENTAL

Environmental - See Schedule "C"

4.00 OTHER UTILITIES AND OCCUPIERS OF LAND

OtherUtilities - Trappers, Guide Outfitters, etc have been notified through the referral process.

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SCHEDULE “B”
RESERVED TIMBER

No clauses are applicable to this Schedule.

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SCHEDULE "C"
ENVIRONMENTAL MANAGEMENT SYSTEM

The information contained in this Schedule is provided for the applicant to consider when conducting operations on the contract area.

1.00 Definitions

1.01 In this Schedule

(a) "BCTS EMS" means the BC Timber Sales Environmental Management System contained in the Ministry of Forests' publication "BC Timber Sales (BCTS) Environmental Management System", as amended from time to time, that is available on the BC Timber Sales website at: http://www.for.gov.bc.ca/bcts/

(b) "EFP" means environmental field procedure,

(c) "EOP" means environmental operating procedure,

(d) "ERP" means emergency response plan.

2.00 Operational clauses

2.01 The Licensee must ensure that all persons working on the cutting authority area for the benefit of the Licensee, ("the Licensee's agents") conform to the requirements of the Environmental Management System.

2.02 The Licensee must ensure that all of the Licensee's agents achieve and maintain training in the BCTS EMS.

2.03 If the Timber Sales Manager notifies the Licensee that the Licensee's agents must have educational requirements consistent with revised EMS training content by a date specified in the notice, the Licensee must ensure that beginning on that date the Licensee's agents have the educational requirements consistent with the revised EMS training content.

2.04 The Licensee must, before beginning operations on the cutting authority area, notify the Timber Sales Manager of the name

(a) of the person(s) who will be responsible for supervising operations on that area and who will be present on site at all times ("the supervisor"), and

(b) of an alternate(s) should the supervisor not be on site,

and after beginning operations must notify the Timber Sales Manager of any change to the supervisor referred to in subparagraph (a) of this paragraph, or alternate, within 5 days of making the change.

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2.05 The Licensee must maintain records of the nature and extent of the BCTS EMS training received by the Licensee and the Licensee's agents sufficient to allow the Timber Sales Office staff to determine whether the Licensee is in compliance with paragraphs 2.01 and 2.02. The records will contain, but not be limited to:

(a) Employee / agent name;

(b) EMS Training Level achieved;

(c) Date that training was taken.

2.06 The Licensee must ensure that those EFPs, EOPs and checklist/report forms applicable to the phases of work are made available on the cutting authority area to be viewed and read by the Licensee's agents.

2.07 The Timber Sales Manager, at any reasonable time, may notify the Licensee that the EFPs, EOPs or checklist/report forms as required by the EMS must be amended within a time specified to conform to the current edition of the BCTS EMS.

2.08 If the Timber Sales Manager notifies the Licensee under paragraph 2.07, BCTS must provide the Licensee with the amended EFPs, EOPs and checklist/report forms at substantially the same time as the notification.

2.09 If the Licensee receives a notice under paragraph 2.07, the Licensee must ensure that, by the date specified in the notice, the EFPs, EOPs and checklist/report forms are amended.

2.10 The Licensee must ensure that the Licensee's agents conform to the requirements of all applicable EFPs, EOPs and checklists/reports as required by the EMS.

2.11 The Licensee must inspect its own operations for conformance with the Licence, operational plans and the BCTS EMS. This does not preclude the requirement of the Licensee to conduct monitoring of its own operations for conformance.

2.12 Where operations do not conform to the requirements of the Licence, operational plans and the EMS, the Licensee must take appropriate corrective and preventive action.

2.13 The Licensee must conduct and document pre-work meetings and inspections as directed by BCTS staff at the pre-work meeting before the start up of field operations.

2.14 The Licensee will maintain records of pre-work meetings and inspection results, and provide proof that operations are conforming, or that corrective and preventative action has been taken, or is taking place.

2.15 On request of the Timber Sales Manager, the Licensee must make available to the Timber Sales Manager the records as required by the EMS and this Schedule.

2.16 The Licensee may be audited by an internal auditor and/or an independent third party auditor on conformance with the requirements of the BCTS EMS, and is committed to both

(a) providing time and resources for such audits and,

(b) improving practices in response to audit results indicating that practices require improvement.

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3.00 Emergency Response Plan

3.01 The Licensee, if providing an activity or service with associated risks related to hazardous material spills, fuel, oil and pesticides, forest fires, landslides or other major erosion events, must comply with BC Timber Sales' "Emergency Response Manual", as amended from time to time and approved by the Timber Sales Manager.

3.02 Before commencing operations on the cutting authority area, the Licensee must prepare and maintain on the contract area an ERP consistent with the approved ERP template, Emergency Response Manual, and submit the ERP to the Timber Sales Manager upon request.

3.03 The Licensee must make the ERP available on site for viewing by the Licensee's agents and the Timber Sales Manager.

3.04 The Licensee must

(a) maintain a spill kit as required under the Emergency Response Manual for every operation using herbicides or fuel on the contract area or related permit areas and

(b) must ensure that all of the Licensee's agents have been trained in the use of that spill kit.

3.05 The Licensee must

(a) test emergency preparedness in accordance with the ERP and the Emergency Response Manual, and

(b) maintain documentation in respect of the tests referred to in subparagraph (a) including

(i) the date of the test,

(ii) start and end times,

(iii) names of people involved,

(iv) results, and

(v) any actions to be taken as a result of those tests.

3.06 The Licensee must operate on the contract area or related permit areas according to the ERP.

3.07 The Licensee must report and document any incident in accordance with "Emergency Response Manual", identifying

(a) the time and date 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.

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