

File: 280-30
Ref: 123098

APR 01 2010

His Worship Mayor Frederick Clarke
Village of Granisle
P.O. Box 128
Granisle, British Columbia
V0J 1W0

Dear Mayor Clarke:

Thank you for your letter of December 18, 2009, expressing interest in applying for a Community Forest Agreement and another letter of February 17, 2010, from you and Chief Wilf Adam of Lake Babine Nation discussing your partnership in this venture.

Under the authority of Section 43.51 (1)(b) of the *Forest Act* and in accordance with Section 6 of the Community Tenures Regulation, I hereby invite an application for a Community Forest Agreement of a harvest level 5,000 m³/year for the Village of Granisle. Gerry MacDougall, District Manager of the Nadina Forest District, will forward the detailed requirements for the application, in due course. Please take notice of the following:


- The Community Forest Agreement would be for a term of 25 years.
- The allowable annual cut and the boundaries of the Community Forest Agreement must be approved, in writing, by the District Manager—Nadina Forest District before the application is submitted.
- The invitation to apply for a Community Forest Agreement is valid for a period of 120 days after receipt of the detailed application requirements. If an application is not received by that time, the invitation to apply for a Community Forest Agreement will be void. An extension to this period may be granted. A request for an extension must be made in writing to the Regional Executive Director—Northern Interior Forest Region at least 14 days prior to the expiry of the term.

I look forward to reviewing your application for a Community Forest Agreement and your partnership agreement with the Lake Babine Nation.

Page 1 of 2

Mayor Frederick Clarke

Sincerely,



Pat Bell
Minister

pc: Bill Warner, Regional Executive Director, Northern Interior Forest Region
Gerry MacDougall, District Manager, Nadina Forest District
Chief Wilf Adam, Lake Babine Nation

0105 1 0 872

Babine Lake Community Forest Society - K4D Performance

Source: RESULTS Data Base

Opening Number	Activity	Silviculture Technique Code	Silviculture Code	Area Treated	Number of Seedlings Planted	Completion Date	Activity Start Date	Disturbance Code	Silviculture System Code	RESULTS submission ID number	RESULTS Opening ID Number	Cutblock ID	Timber Mark	Cutting Permit ID
93L089 0.0 77	Harvested			65.7		2013-03-06 0:00	2013-02-06 0:00	L	CCRES	1551439	1674073	7	K4D131	131
93L089 0.0 77	Planted	PL	CTAIN	63.5	90370	2015-06-30 0:00				1551443	1674073	7	K4D131	131
93L089 0.0 78	Harvested			29.3		2013-03-06 0:00	2013-02-06 0:00	L	CCRES	1551444	1674075	6	K4D131	131
93L089 0.0 78	Planted	PL	CTAIN	28.5	41300	2015-06-30 0:00				1551444	1674075	6	K4D131	131
93L089 0.0 79	Harvested			41.5		2013-03-20 0:00	2013-03-01 0:00	L	CCRES	1551446	1674077	3	K4D131	131
93L089 0.0 79	Planted	PL	CTAIN	40.5	57900	2015-06-30 0:00				1551446	1674077	3	K4D131	131
93L089 0.0 80	Harvested			13.6		2013-03-06 0:00	2013-02-06 0:00	L	CCRES	1551447	1674078	5	K4D131	131
93L089 0.0 80	Planted	PL	CTAIN	13.6	19970	2015-06-30 0:00				1551447	1674078	5	K4D131	131
93L089 0.0 81	Harvested			35.9		2013-03-06 0:00	2013-02-06 0:00	L	CCRES	1551449	1674080	4	K4D131	131
93L089 0.0 81	Planted	PL	CTAIN	35.1	54810	2015-06-30 0:00				1551449	1674080	4	K4D131	131

Tenure Holders Obligation with respect to Silviculture:

#	Obligation	Legislation	Due by	Max Penalty if obligation not met
1	Opening Definition Report into RESULTS	FPPR s 86(3)	June 1	\$ 5,000
2	Achieve Regeneration	FPPR s.44(1)(1)	Regeneration Delay (usually 4-7 year after harvest start date)	\$ 50,000
3	Forest Cover Report into RESULTS - regeneration	FPPR s. 86(3)(d)(i-ii)	June 1	\$ 5,000
4	Achieve Free Growing	FPPR s.44(1)(b)	Free Growing Date. 20 yrs or less after harvest start date	\$100,000
5	Silviculture Treatment Report into RESULTS <ul style="list-style-type: none"> - Site Preparation - Planting - Brushing etc 	FPPR s86(3)(c)	June 1	\$ 5,000
6	If free growing milestone is declared or free growing has not been achieved. Report into RESULTS – free growing	FPPR s.86 (3)(d)(iii-iv)	June 1	\$5,000

Normal sequence of events:

Licensee obtains Cutting Permit and provides a Notice of Commencement to the District Manager.
Notice of Commencement indicates a planned start date for harvesting.

A reporting year, occurs from April 1 in one year to March 31 the following year. Reports referenced in row 1, 3, 5-6 are due by June 1 and relate to the activities that occurred within the 'reporting year'. If they remain outstanding, they are potentially non-compliant and could be subject to an Opportunity to be Heard with the risk of up to the penalty indicated.

CP & Block	Regen Due	Status reported in RESULTS	Spatial Map	Last Update
131 – 03	2020	Stocked	Yes	2016-08-31
131 - 04	2020	Stocked	Yes	2016-08-31
131 – 05	2017/2020	Stocked	Yes	2016-08-31
131 – 06	2020	Stocked	Yes	2016-08-31
131 - 07	2020	Incomplete	Incomplete	2016-08-31

Block 3-6 have no outstanding reporting or stocking concerns based on what has reported in RESULTS.

Block 7 has incomplete reporting. Currently this block has outstanding obligations as the spatial map does not match the harvested area and the Net Area to be Reforested is not reported.

The License is non-compliant with reporting, harvest start dates were in 2013, reporting should have occurred by June 1 2014. Actual report submission of harvesting, planting and forest cover updates with a spatial map was accomplished in August 2016. Based on the RESULTS submissions Blocks 3-6 meet current requirements, Block 7 has some outstanding reporting requirements.

Non-compliant on all blocks:

Failed to report Opening Definition Report by June 1, 2014

Failed to report Planting activity by June 1, 2016

Blocks 3-6 have submitted the required reports, Block 7 remains non-compliant with reporting.

The Certes report that identified their blocks may have triggered the August 31, 2016 reporting, which brought most of the blocks up to date with requirements. The blocks remain technically non-compliant but the requisite information has been submitted.

Stocking reports are based on professional reliance – the information reported in RESULTS suggests the blocks are stocked. Blocks 3-7 have not been field verified.



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COMMUNITY FOREST AGREEMENT K4D

THIS AGREEMENT, dated for reference **August 18, 2011**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the REGIONAL EXECUTIVE DIRECTOR, SKEENA
REGION
MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
PO BAG 5000, 3726 ALFRED AVENUE, BRITISH COLUMBIA
SMITHERS BRITISH COLUMBIA
V0J 2N0
Phone: # 250-847-7260 Fax: # 250-847-7347
(the "Regional Manager")

AND:

BABINE LAKE COMMUNITY FOREST SOCIETY
C/O VILLAGE OF GRANISLE
PO BOX 128
GRANISLE, BRITISH COLUMBIA
V0J 1W0
Phone: # 250-696-6684 Fax: #250-697-2306
(the "Agreement Holder")

WHEREAS:

- A. On December 18, 2009 Mayor Frederick Clarke, Mayor of Granisle, sent a letter to the Minister of Forests expressing interest in applying for a Community Forest Agreement (CFA)
- B. On April 1, 2010 Minister Bell invited the Village of Granisle, pursuant to section 43.51(1)(b) of the *Forest Act* and section 6 of the Community Tenures Regulation, to apply for a CFA
- C. The Village of Granisle, in partnership with the Lake Babine Nation, formed a society to hold a community forest On April 1st, 2011

- D. The application was approved by the Regional Manager on August 16, 2011
- B. The parties have entered into this Community Forest Agreement pursuant to section 43.2 of the *Forest Act*.

“The Table of Contents and headings in this Agreement are included for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.”

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THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

1.01 The term of this Agreement is **25 years**, beginning on **August 18, 2011**.

1.02 Subject to this Agreement, the Minister grants the Agreement Holder during the term of this Agreement:

- (a) the exclusive right to harvest Crown timber from Schedule "B" Land;
- (b) the right to manage Schedule "B" Land according to:
 - (i) this Agreement;
 - (ii) the management plan in effect under this Agreement; and
 - (iii) operational plans approved in respect of this Agreement;
- (c) the right to harvest, manage and charge fees for botanical forest products and other prescribed products as listed in Schedule "C", from Schedule "B" Land.

1.03 The Agreement Holder must not harvest timber:

- (a) from Schedule "A" Land except under a cutting permit; or
- (b) from Schedule "B" Land except under a cutting permit or road permit.

1.04 Subject to paragraph 1.05, the Agreement Holder will not enter, use or occupy Schedule "B" Land:

- (a) except under and in accordance with a cutting permit, road permit associated with the Agreement, special use permit, as well as an activity described in an approved management plan; or
- (b) as otherwise authorized under the forestry legislation.

1.05 Paragraph 1.04 does not apply to temporary use or occupation for the purpose of:

- (a) carrying out silviculture treatments;

- (b) collecting inventory information;
- (c) doing engineering layouts and surveys;
- (d) carrying out protection activities under the forestry legislation; or
- (e) fulfilling other obligations or conducting other activities incidental to the operations of the Agreement Holder under or associated with this Agreement.

1.06 Subparagraph 1.03 (a) does not apply to:

- (a) a reserve as defined under the *Indian Act (Canada)*; or
- (b) a road clearing width on private land.

2.00 OTHER CONDITIONS AND REQUIREMENTS

- 2.01 The Agreement Holder must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if the timber is specified as reserved timber in a cutting permit.
- 2.02 The Agreement Holder must comply with the other conditions and requirements specified in Schedule "D" in addition to any special conditions set out in a cutting permit or a road permit associated with the Agreement.

3.00 TIMBER VOLUME CHARGED TO THE AGREEMENT

- 3.01 The definition of the volume of timber harvested in part 4, division 3.1 of the *Forest Act* applies to this Agreement.
- 3.02 The determination of the volume of timber harvested will incorporate the volume of waste determined under part 5.00.
- 3.03 The Interior standard timber merchantability specifications in the Provincial Logging Residue and Waste Measurement Procedures Manual that was in effect on the date of issuance of the cutting permit or road permit, shall govern.

4.00 CUT CONTROL

- 4.01 The provisions of cut control that apply to "Forest Licences that specify an allowable annual cut greater than 10 000 m³ and have a term of more than 5 years" under Part 4, Division 3.1 of the *Forest Act*, apply to this Community Forest Agreement

- 4.02 If the volume of timber harvested during a cut control period for this Agreement is less than the sum of the allowable annual cuts for that period that are authorized under this Agreement, the Agreement Holder must not harvest that unharvested volume of timber in a subsequent cut control period.
- 4.03 The unharvested volume of timber, referred to in paragraph 4.02, may be disposed of, by the Regional Manager to a person other than the Agreement Holder.

5.00 WASTE ASSESSMENT

- 5.01 The Agreement Holder must conduct a waste assessment of the volume of merchantable timber, whether standing or felled, that was authorized to be cut and removed under the Agreement but, at the Agreement Holder's discretion, was not cut and removed.
- 5.02 A waste assessment conducted under paragraph 5.01 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 5.03 A waste assessment made under paragraph 5.01 must be:
- (a) done within 60 days of the Agreement Holder declaring that primary logging on the area has been completed for each cutblock, allowing for ground to be sufficiently free of snow to permit an adequate assessment to be carried out; or
 - (b) if primary logging on the area is not completed before the expiry of the cutting permit, within 60 days after the expiry of the cutting permit, allowing the ground to be sufficiently free of snow to permit for an adequate assessment to be carried out.
- 5.04 If the Agreement Holder fails to comply with paragraph 5.01 the District Manager may, after the expiry of the term of a cutting permit or Agreement, conduct a waste assessment of the volume of merchantable timber that could have been cut and removed under the Agreement but, at the Agreement Holder's discretion, is not cut and removed.
- 5.05 A waste assessment conducted under paragraph 5.04 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended from time to time.
- 5.06 If the District Manager carries out a waste assessment under paragraph 5.04, the District Manager, in a notice given to the Agreement Holder, may require the Agreement Holder to pay the costs incurred by the District Manager in carrying out the assessment.

6.00 MANAGEMENT PLAN

- 6.01 The Agreement Holder must submit a proposed management plan to the Regional Manager or District Manager on a date specified by the Regional Manager or District Manager in a notice given to the Agreement Holder.
- 6.02 A proposed management plan submitted under paragraph 6.01 or subparagraph 6.04(b) must:
- (a) be prepared in accordance with any directions of the Regional Manager or District Manager;
 - (b) be consistent with:
 - (i) this Agreement;
 - (ii) the forestry legislation;
 - (iii) higher level plans under the *Forest and Range Practices Act*; and
 - (iv) commitments made in the Community Forest Agreement application package or as agreed to by both parties to this agreement.
 - (c) include existing inventories:
 - (i) for the timber in the Community Forest Agreement area; and
 - (ii) for botanical forest products and other prescribed products listed in Schedule "C";
 - (d) include any other inventories and information regarding the development, management and use of the Community Forest Agreement area that the Regional Manager or District Manager requires to determine the allowable annual cut for the Community Forest Agreement area and rate of harvest of botanical forest products and other prescribed products listed in Schedule "C";
 - (e) propose a allowable annual cut for the Community Forest Agreement area which considers the following:
 - (i) inventories and other information referred to in subparagraph 6.02 (c) and (d);

- (ii) timber specifications proposed for the timber resources in the Community Forest Agreement area;
 - (iii) reductions that are necessary to facilitate the management and conservation of non-timber resource values in the Community Forest Agreement area, including visual quality, biological diversity, soils, recreation resources, cultural heritage resources, range land, wildlife, water and fish habitats;
 - (iv) silviculture practices and forest health factors that may impact on timber production;
 - (v) the anticipated impact of the reductions to the productive portion of the Community Forest Agreement area due to permanent roads, landings, pits and trails; and
 - (vi) any other factors that may impact on the allowable annual cut during each year;
- (f) contain a rationale for the allowable annual cut referred to in subparagraph 6.02 (e) prepared in accordance with any directions of the Regional Manager or District Manager;
- (g) propose management objectives for the Community Forest Agreement area regarding the harvesting, management of, and the charging fees for prescribed products listed in Schedule "C",
- (h) specify measures to be taken by the Agreement Holder to identify and consult with persons using the Community Forest Agreement area for purposes other than timber production and harvesting of prescribed products listed in Schedule "C", including:
- (i) trappers, guide outfitters, range tenure holders, and other Agreement resource users;
 - (ii) an aboriginal group who may be exercising or claiming to hold aboriginal interest or treaty rights; and
 - (iii) community members, local governments, and government agencies.
- (i) include a strategy outlining how the Provincial CFA Program Objectives will be managed for,
- (j) include the agreement holder's guiding principles,

- (k) contain the social, economic and broad resource management goals proposed for the CFA, and
 - (l) include a strategy for annual reporting out to the community on subparagraphs 6.02 (i), (j) and (k).
- 6.03 The Regional Manager or District Manager within 90 days of receiving a proposed management plan submitted under paragraph 6.01 or subparagraph 6.04 (b), will, in a notice given to the Agreement Holder, approve the proposed management plan, subject to such conditions as the Regional Manager or District Manager considers necessary or appropriate, if the Regional Manager or District Manager is satisfied the proposed management plan meets the requirements of paragraph 6.02.
- 6.04 If the Regional Manager or District Manager does not approve a proposed management plan under paragraph 6.03:
 - (a) the Regional Manager or District Manager, within 90 days after the date on which the Regional Manager or District Manager receives the proposed management plan, will specify in a notice given to the Agreement Holder the reason why the proposed management plan was not approved; and
 - (b) the Agreement Holder, within 30 days, or an alternative period of time specified by the Regional Manager or District Manager in a notice to the Agreement Holder, after the date on which the Agreement Holder is given the notice referred to in subparagraph 6.04 (a), must submit a new or revised proposed management plan to the Regional Manager or District Manager.
- 6.05 Subject to paragraph 6.06, the management plan in effect under this Agreement expires three months after the date upon which the Agreement Holder is required to submit a proposed management plan pursuant to a notice given to the Agreement Holder under paragraph 6.01.
- 6.06 If:
 - (a) the Regional Manager or District Manager, within three months after the date on which the Regional Manager or District Manager receives a proposed management plan submitted under paragraph 6.01, has neither:
 - (i) approved the proposed management plan under paragraph 6.03; nor
 - (ii) given the Agreement Holder a notice referred to in subparagraph 6.04 (a); and
 - (b) there is a management plan in effect under this Agreement;

then the term of the management plan referred to in subparagraph (b) is deemed to be extended until such time as the Regional Manager or District Manager approves the proposed management plan under paragraph 6.03, or gives the Agreement Holder a notice referred to in subparagraph 6.04 (a), as the case may be.

- 6.07 The Agreement Holder must manage Schedule "A" Land and Schedule "B" Land in accordance with the management plan in effect under this Agreement.
- 6.08 A management plan approved by the Regional Manager or District Manager under paragraph 6.03 is deemed to be part of this Agreement during the period the management plan remains in effect.
- 6.09 The Regional Manager or District Manager, in a notice given to the Agreement Holder, may require the Agreement Holder to submit an amendment to the management plan.

7.00 CUTTING PERMITS

- 7.01 Subject to paragraphs 7.02 through 7.04 inclusive, the Agreement Holder may submit an application to the District Manager for a cutting permit or for an amendment to a cutting permit to authorize the Agreement Holder to harvest timber from one or more proximate areas of land within the Community Forest Agreement area, meeting the requirements referred to in parts 1.00 and 2.00 and the Appraisal Manual in effect on the date of submission of the application for a cutting permit, an application to amend a cutting permit, or a road permit that are:
 - (a) exempted under the *Forest and Range Practices Act* from the requirement for a forest stewardship plan; or
 - (b) located within a forest development unit of an approved forest stewardship plan.
- 7.02 For those areas to be included in the application under paragraph 7.01, the Agreement Holder must ensure that data submitted is gathered and compiled according to that Appraisal Manual.
- 7.03 An application under paragraph 7.01 must:
 - (a) be in a form established by the District Manager;
 - (b) state a proposed term that does not exceed four years;
 - (c) include:

- (i) a map to a scale acceptable to the District Manager showing the areas referred to in the application; and
- (ii) the information referred to in paragraph 7.02; and
- (iii) a description acceptable to the District Manager of any timber that is reserved from cutting.

7.04 The areas of land shown on the map referred to in clause 7.03 (c) (i) must be:

- (a) the areas referred to in subparagraph 7.01 (a); or
- (b) located within a forest development unit referred to in subparagraph 7.01 (b) allowing for any difference in scale between maps used in the forest stewardship plan, or exemption and the map referred to in clause 7.03 (c) (i).

7.05 Subject to paragraphs 7.06 through 7.09 inclusive, 7.04 and 9.01, upon receipt of an application under paragraph 7.01, the District Manager will issue a cutting permit to the Agreement Holder if the District Manager is satisfied that:

- (a) there is a management plan in effect under this Agreement;
- (b) the requirements of paragraphs 7.01, 7.02, 7.03, and 7.04 have been met;
- (c) the areas of land referred to in the application for the cutting permit meet the requirements referred to in Schedule "D"; and
- (d) the District Manager is satisfied that activities and operations under or associated with the cutting permit will be consistent with this Agreement, higher level plans, the management plan referred to in subparagraph 7.05 (a), and any operational plans approved in respect of the areas of land referred to in the cutting permit.

7.06 The District Manager may consult aboriginal group(s) who may be exercising or claiming to hold an aboriginal interest(s) or proven aboriginal right(s), including aboriginal title, or treaty right(s) if in the opinion of the District Manager, issuance of the cutting permit or an amendment to a cutting permit as submitted and/or operations under the cutting permit may result in:

- (a) an impact to an aboriginal interest(s) that may require consideration of accommodation; or

- (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that may require justification.

7.07 The District Manager may impose conditions in a cutting permit to address an aboriginal interest(s), or proven aboriginal right, including aboriginal title, or a treaty right(s) if in the opinion of the District Manager, issuance of the cutting permit as submitted would result in:

- (a) an impact to an aboriginal interest(s) that would require consideration of accommodation; or
- (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that would require justification.

7.08 The District Manager may refuse to issue a cutting permit or to amend a cutting permit if in the opinion of the District Manager issuance of the cutting permit or an amendment to a cutting permit would result in:

- (a) an impact to an aboriginal interest(s) or treaty right(s) that could not be reasonably accommodated; or
- (b) an impact to a proven aboriginal right(s), including aboriginal title, or a treaty right(s) that could not be justified.

7.09 If the District Manager:

- (a) determines that a cutting permit may not be issued because the requirements of paragraph 7.05 have not been met;
- (b) is carrying out consultations under paragraph 7.06; or
- (c) refuses to issue a cutting permit under paragraph 7.08;

the District Manager will notify the Agreement Holder within 45 days of the date on which the application for the cutting permit, or an amendment to the cutting permit was received.

7.10 A cutting permit must:

- (a) identify the boundaries within the Community Forest Agreement area upon which, subject to this Agreement and the forestry legislation, the Agreement Holder is authorized to conduct operations;
- (b) specify the term stated in the application;

- (c) specify a timber mark to be used in conjunction with the timber removal carried on under the cutting permit;
 - (d) specify whether, for the purpose of determining the amount of stumpage payable in respect of timber removed under the cutting permit, the volume and quantity of timber is to be determined using information provided by:
 - (i) a scale of the timber; or
 - (ii) a cruise of the timber conducted before the timber is cut;
 - (e) specify any timber that is reserved from cutting; and
 - (f) include such other provisions, consistent with this Agreement, as determined by the District Manager.
- 7.11 The District Manager may amend a cutting permit only with the consent of the Agreement Holder.
- 7.12 The Agreement Holder may only make application to the District Manager for a cutting permit extension at least 45 days before the expiry of the cutting permit and in a form acceptable to the District Manager.
- 7.13 A cutting permit is deemed to be part of this Agreement.

8.00 ACCESS

- 8.01 Nothing in this Agreement authorizes the Agreement Holder to in any way restrict the Crown's right of access to Crown lands.
- 8.02 Any Ministry employee may:
- (a) enter onto Schedule "A" Land; and
 - (b) use roads owned or deemed to be owned by the Agreement Holder;
- for the purpose of inspecting the Agreement Holder's activities under or associated with this Agreement, and for the purpose of fulfilling an obligation or exercising a right under this Agreement.
- 8.03 The Agreement Holder will allow any person who has been granted rights to timber referred to in paragraph 4.03 or under the *Forest Act*, to use any road referred to in subparagraph 8.02 (b) for the purpose of exercising rights or fulfilling obligations within the Community Forest Agreement area.

9.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

9.01 Notwithstanding any other provision of this Agreement, if a court of competent jurisdiction:

- (a) determines that activities or operations under or pursuant to this Agreement will unjustifiably infringe an aboriginal right and/or title or treaty right;
- (b) grants an injunction further to a determination referred to in subparagraph 9.01 (a); or
- (c) grants an injunction pending a determination of whether activities or operations under or pursuant to this Agreement will unjustifiably infringe an aboriginal right and/or title or treaty right;

the Regional Manager or District Manager, in a notice given to the Agreement Holder, may vary or suspend, in whole or in part, or refuse to issue a cutting permit, road permit or other permit issued to the Agreement Holder, so as to be consistent with the court determination.

9.02 Subject to this Agreement and the forestry legislation, if:

- (a) under paragraph 9.01, the Regional Manager or District Manager has varied a cutting permit, road permit or other permits issued to the Agreement Holder;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Manager or District Manager, at the request of the Agreement Holder, will vary the permit to reflect as closely as possible, for the remainder of its term, the terms and conditions of the permit prior to the variation under paragraph 9.01.

9.03 Subject to this Agreement and the forestry legislation, if:

- (a) under paragraph 9.01, the Regional Manager or District Manager has suspended a cutting permit, road permit or other permits issued to the Agreement Holder;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and

- (c) it is practical to do so;

the Regional Manager or District Manager, at the request of the Agreement Holder, will reinstate the permit for the remainder of its term.

9.04 Subject to this Agreement and the forestry legislation, if:

- (a) under paragraph 9.01, the Regional Manager or District Manager has refused to issue a cutting permit, road permit or other permits issued to the Agreement Holder;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Manager or District Manager, at the request of the Agreement Holder, will issue the permit.

10.00 REPORTING

10.01 The Regional Manager or District Manager, in a notice given to the Agreement Holder, may at any time, require the Agreement Holder to carry out audits and submit reports containing such information as the Government requires concerning:

- (a) the Agreement Holder's performance of its obligations under or in respect of this Agreement, the approved management plan and conditions from the Regional Manager or District Manager's management plan approval letter;
- (b) the processing, use or disposition of timber and the products listed in Schedule "C" which are harvested under this Agreement;
- (c) the levies or fees collected by the Agreement Holder for any types of activities conducted or occurring on Schedule "B" Land;
- (d) the services or opportunities provided by the Agreement Holder such as wildlife viewing, hiking, and nature interpretation; and
- (e) financial statements prepared by a qualified accountant capturing economic activity attributable to the operation of this Agreement;

in the previous calendar year if the information is not included in any other reports which the Agreement Holder must submit under the forestry legislation.

- 10.02 Upon receipt of a notice referred to in paragraph 10.01 the Agreement Holder, on or before the date specified in the notice, must submit a report to the Regional Manager or District Manager containing the required information.
- 10.03 Subject to the *Freedom of Information and Protection of Privacy Act*, the Regional Manager or District Manager will not disclose information provided in confidence by the Agreement Holder in any reports submitted under paragraph 10.02.
- 10.04 Subject to paragraph 10.03, the Regional Manager or District Manager may include the information contained in a report submitted under paragraph 10.01 in any reports prepared by the Ministry for public review.
- 10.05 Subject to paragraph 10.03, the Regional Manager or District Manager may require the Agreement Holder to make available to the public information required under paragraph 10.01 and carry out consultation activities with the public concerning matters relating to this Agreement.

11.00 FINANCIAL

- 11.01 In addition to any money payable in respect of this Agreement or a road permit under the forestry legislation, the Agreement Holder must pay to the Crown, immediately upon receipt of a notice, statement or invoice issued on behalf of the Crown:
- (a) stumpage under part 7 of the *Forest Act* in respect of timber removed:
 - (i) under a cutting permit from Schedule "B" Land; or
 - (ii) under a road permit;at rates determined, redetermined and varied under section 105 of that Act;
 - (b) The Regional Manager or District Manager, in a notice given to the Agreement holder, may require the Agreement holder to pay waste assessments under part 5 of this Agreement calculated in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, and
 - (c) annual rent at a rate in accordance with the schedule found in the Annual Rent Regulation.

12.00 REPRESENTATIONS

12.01 The Agreement Holder represents and warrants that the Agreement Holder:

- (a) is a society incorporated under the *Society Act* that it is not prohibited under that Act from holding a Community Forest Agreement.

13.00 LIABILITY AND INDEMNITY

13.01 Subject to paragraph 13.03, the Agreement Holder must indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of any act or omission of:

- (a) the Agreement Holder;
- (b) an employee of the Agreement Holder;
- (c) an agent of the Agreement Holder;
- (d) a contractor of the Agreement Holder who engages in any activity or carries out any operation, including but not restricted to the Agreement Holder's operations, under or associated with this Agreement or a cutting permit or a road permit; or
- (e) any other person who on behalf of or with the consent of the Agreement Holder engages in any activity or carries out any operation, including but not restricted to the Agreement Holder's operations, under or associated with this Agreement or a cutting permit or a road permit.

13.02 For greater certainty, the Agreement Holder has no obligation to indemnify the Crown under paragraph 13.01 in respect of any act or omission of:

- (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown; or
- (b) a person, other than the Agreement Holder, to whom the Crown has granted the right to occupy Crown land, in the course of exercising those rights.

- 13.03 The Crown is not liable to the Agreement Holder for injuries, losses, expenses, or costs incurred or suffered by the Agreement Holder as a result, directly or indirectly, of an act or omission of a person who is not a party to this Agreement, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Agreement Holder's operations under this Agreement by road blocks or other means.
- 13.04 Any payments required under part 5.00, and payments required further to the indemnity referred to in paragraph 13.01 are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Agreement Holder.

14.00 TERMINATION

- 14.01 If this Agreement expires or is not replaced under section 43.4 of the *Forest Act*, or is surrendered, cancelled or otherwise terminated:
- (a) all cutting permits will immediately terminate; and
 - (b) timber, including logs, special forest products or prescribed products listed in Schedule "C", cut under the authority of this Agreement and which are still located on Crown land, vest in the Crown, without right of compensation to the Agreement Holder; and
 - (c) unless otherwise agreed to between the District Manager and the Agreement Holder prior to the surrender, cancellation or termination of this Agreement, title to all improvements, including roads and bridges, constructed by the Agreement Holder on Crown land under the authority of this Agreement vest in the Crown, without right of compensation to the Agreement Holder; and
 - (d) subject to subparagraphs 14.01 (b) and (c) the Agreement Holder may continue to enter and use Crown Land for a period of one month after the expiry or termination of this Agreement for the purpose of removing the Agreement Holder's property.
- 14.02 The Agreement Holder will not take away any improvements or remove any timber referred to in subparagraph 14.01 (b), unless authorized to do so by the Regional Manager.
- 14.03 If the Agreement Holder commits an act of bankruptcy, makes a general assignment of its creditors or otherwise acknowledges its insolvency the Agreement Holder is deemed to have failed to perform an obligation under this Agreement.

15.00 WAIVER

- 15.01 No waiver by the Government of any default non-compliance by the Agreement Holder in the strict and literal performance of or compliance with any provision of the Agreement will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Agreement or to be a waiver of, or in any manner release the Agreement Holder from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Government in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

16.00 NOTICE

- 16.01 A notice given under this Agreement must be in writing.

- 16.02 A notice given under this Agreement may be:

- (a) delivered by hand;
- (b) sent by mail; or
- (c) subject to paragraph 16.05, sent by facsimile transmission;

to the address or facsimile number, as applicable, specified on the first page of this Agreement, or to such other address or facsimile number as is specified in a notice given in accordance with this part.

- 16.03 A notice given under this Agreement, is deemed to have been given:

- (a) if it is given in accordance with subparagraph 16.02 (a), on the date it is delivered by hand;
- (b) if it is given in accordance with subparagraph 16.02 (b), subject to paragraph 16.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
- (c) if it is given in accordance with subparagraph 16.02 (c), subject to paragraph 16.05, on the date it is sent by facsimile transmission.

- 16.04 If, between the times a notice is mailed in accordance with subparagraph 16.02 (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.

- 16.05 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.

17.00 MISCELLANEOUS

- 17.01 This Agreement will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.

- 17.02 The laws of British Columbia will govern the interpretation of this Agreement and the performance of the Agreement Holder's obligations under this Agreement.

- 17.03 Any power conferred or duty imposed on the Regional Manager or District Manager under this Agreement may be exercised or fulfilled by any person authorized to do so by the Regional Manager or District Manager.

- 17.04 The schedules attached to this Agreement are deemed to be part of this Agreement.

- 17.05 Nothing in this Agreement or a cutting permit issued under this Agreement is to be construed as authorizing the Agreement Holder to engage in any activities or carry out any operations otherwise than in compliance with the requirements of the forestry legislation.

- 17.06 The Agreement Holder 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 the Agreement.

- 17.07 Nothing in this Agreement entitles the Agreement Holder to have an area of Schedule "B" Land replaced with another area, or to have rights awarded under another Agreement under the *Forest Act*, in the event:

- (a) timber is damaged or destroyed by pests, fire, wind or other natural causes;
- (b) an area of land is deleted from the Community Forest Agreement area under the forestry legislation, or under any other Act or regulation; or
- (c) this Agreement expires, is surrendered, is cancelled or otherwise terminated.

- 17.08 At the request of the Regional Manager or District Manager, the Agreement Holder will survey and define on the ground any or all boundaries of the Community Forest Agreement area.
- 17.09 Where harvesting of timber has been authorized under this Agreement, the District Manager in a notice to the Agreement Holder, may require the Agreement Holder to carry out a legal survey on the portions of the area to be operated upon that are adjacent to any Community Forest Agreement area boundaries.

18.00 INTERPRETATION & DEFINITIONS

- 18.01 This Agreement 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.

- 18.02 In this Agreement, unless the context otherwise requires:

“aboriginal interest” means a potential aboriginal right and/or aboriginal title that has not been proven through a court process;

“allowable annual cut” means the allowable annual cut set under the management plan for the Agreement;

“botanical forest product” means any or all flora and fungi of the forest other than timber that occurs naturally on Crown forest land

“Community Forest Agreement area” means the area of lands identified in Schedules “A” and “B”;

“cut control period” means the cut control period determined for this Agreement under part 4.00;

“cutting permit” means a cutting permit issued under this Agreement or an amendment for a cutting permit as the context requires;

“District Manager” means:

- (a) a District Manager appointed under the *Ministry of Forests Act*, for a forest district in which all or part of the Agreement is situated; and
- (b) any person authorized by the District Manager to exercise a power or fulfill a duty under this Agreement;

“*Forest Act*” means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to that Act, if it is repealed;

“*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;

“forest stewardship plan” means a forest stewardship plan referred to in the *Forest and Range Practices Act*, that is prepared or approved by the Minister in respect of the Agreement;

“forestry legislation” means the statutes and regulations, to which the Agreement is subject including:

- (a) the *Forest Act*;
- (b) the *Forest and Range Practices Act*; and
- (c) the *Wildlife Act*.

“Government” means the Government of the Province of British Columbia;

“harvest” means:

- (a) cut;
- (b) remove;
- (c) cut and remove;

“management plan” means the management plan prepared and approved for this Agreement in accordance with part 6.00 of this Agreement;

“merchantable timber” means timber that meets or exceeds the timber merchantability specifications described in the Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time;

“Minister” means the Minister responsible for administering the *Forest Act*;

“Ministry” means the Ministry of Forests, Lands and Natural Resource Operations;

“*Ministry of Forests Act*” means the *Ministry of Forests Act* R.S.B.C. 1996, c. 300;

“Ministry officer” means an employee of the Ministry;

“non-Crown land” means land that is private land or in a reserve as defined in the *Indian Act (Canada)* as described in the Schedule “A” to this Agreement;

“person” includes a corporation and a partnership, unless the context requires otherwise;

“pest” means any animal, insect, fungus, bacteria, virus, nematode, or other organism which is detrimental to effective forest management;

“primary logging” includes felling timber and yarding or forwarding the timber to central landings or road-sides, but not including the removal of the timber from these landings or road-sides;

“Regional Manager” means:

- (a) a Regional Manager appointed under the *Ministry of Forests Act*, for a forest region in which all or part of the Community Forest Agreement area is situated; and
- (b) any person authorized by the Regional Manager to exercise a power or fulfill a duty under this Agreement;

“remove” means the removal of timber from the Community Forest Agreement area and “removed”, “removal” and “removing” have the corresponding meanings;

“resource agencies” means any governmental agency, Ministry or department having jurisdiction over a resource which may be affected by any activity or operation, including but not restricted to activities or operations, engaged in or carried out under or associated with this Agreement or a road permit;

“road permit” means a road permit entered into under the *Forest Act* which provides access to timber removed or to be removed, under this Agreement;

"Schedule "A" Land" means the non-Crown lands managed as part of the Community Forest Agreement area described in the Schedule "A" to this Agreement;

"Schedule "B" Land" means the Crown land described in Schedule "B" to this Agreement;

"special use permit" means a special use permit issued under the applicable forestry legislation, to authorize the Agreement Holder to use or occupy Crown land within the Community Forest Agreement area;

"timber merchantability specifications" means those found in the most current Provincial Logging Residue and Waste Procedures Manual, as amended or replaced from time to time;

"waste" means merchantable Crown timber that could have been cut and removed under this Agreement but that the Agreement Holder is not cut and removed as defined in the Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time.

18.03 Unless otherwise provided in paragraph 18.02, if a word or phrase used in this Agreement is defined in the *Forest Act*, or the *Forest and Range Practices Act* the definition in the Act applies to this Agreement, and where the word or phrase in the Act is replaced by a new word or phrase, this Agreement is deemed to have been amended accordingly.

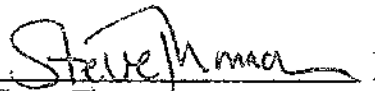
18.04 If a provision of the *Forest Act*, or the *Forest and Range Practices Act* referred to in this Agreement is renumbered, the reference in this Agreement is to be construed as a reference to the provision as renumbered.

18.05 In this Agreement, 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.

IN WITNESS WHEREOF this Agreement has been executed by the Regional Manager and the Agreement Holder on the date first written above.

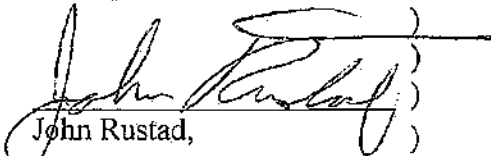
SIGNED by the)
Regional Manager)
on behalf of Her Majesty)
the Queen in Right of)
the Province of)
British Columbia)
in the presence of:)
)



Steve Thomson)
Minister of Forests, Lands and)
Natural Resource Operations)

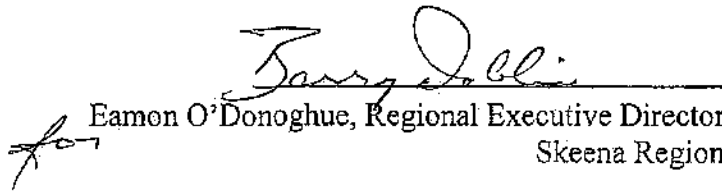

John Illes, CGA)
Operations Manager)


JOHN BERTACCO

SIGNED, by the)
Agreement Holder)
in the presence of:)


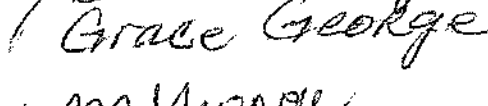
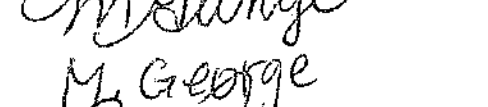

John Rustad,)
MLA Nechako Lakes)

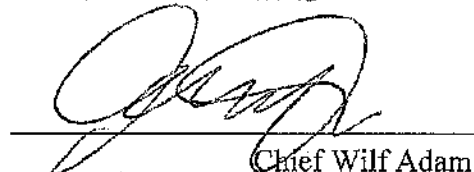

Her Worship,)
Mayor Bernice Magee)
)
)


Eamon O'Donoghue, Regional Executive Director
Skeena Region

Aug. 23, 2011

Dated


Grace George

M. George

Richard Williams
RICHARD WILLIAMS


Chief Wilf Adam


His Worship, Mayor Fredrick Clarke

Dated

SCHEDULE "A"

1.00 DESCRIPTION OF NON-CROWN LANDS

1.01 NIL

SCHEDULE "B"

1.00 DESCRIPTION OF CROWN LANDS

Refer to attached Exhibit "A" map (Babine Lake Community Forest K4D).

Schedule "B" Land does not include alienated Crown land. All alienated Crown land may not be identified on the attached Exhibit "A" map.

Note: "Alienated Crown land" means Crown land which is not available for inclusion in Schedule "B" Land, and, without restricting the generality of the foregoing, includes Crown land which:

(a) is, as of the effective date of this Agreement, within the area of:

- (i) a park or ecological reserve
- (ii) a lease, Agreement of exclusive occupation, or timber Agreement held by a person other than the Agreement Holder, or
- (iii) a highway or road right-of-way where the highway or road is, or is deemed, declared or determined to be a public highway under the *Highway Act* or a Forest Service Road under the *Forest Act*, or

(b) becomes vested in the Crown by escheat, reversion, transfer or otherwise during the term of this Agreement, except as provided in the Agreement

SCHEDULE "C"

1.00 BOTANICAL FOREST PRODUCTS AND OTHER PRESCRIBED PRODUCTS

1.01 NIL

SCHEDULE "D"

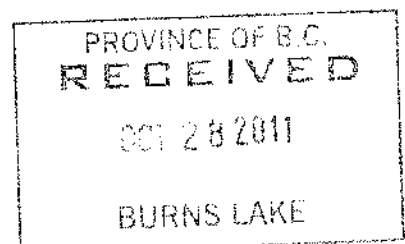
1.00 OTHER CONDITIONS AND REQUIREMENTS

- 1.01 The Agreement Holder must conduct at least one formal public meeting each calendar year in a format satisfactory to the District Manager for the purposes of informing the general public of the activities the Agreement Holder proposes to undertake with respect to this Agreement.
- 1.02 Notwithstanding paragraph 1.01 above, the Agreement Holder, in conducting a formal public meeting(s), and in informing the general public of the activities the Agreement Holder proposes to undertake, will:
- a) actively promote ongoing public awareness of the community forest activities and governance processes, and
 - b) report on the agreement holder's performance related to subparagraphs 6.02 (i), (j) and (k) of the approved management plan.
- 1.03 The district manager may request the agreement holder submit plans for approval (in a form satisfactory to the district manager) to address the management of a specific resource or to address a specific concern, factor or situation. The agreement holder must provide the plan within six months after the date the request for the plan is made in writing. Once approved the plan becomes a part of the management plan for this agreement.

Supplementary Agenda
THE LAKE BABINE COMMUNITY FOREST SOCIETY
FRIDAY OCTOBER 28TH 2011
COUNCIL CHAMBERS VILLAGE OF GRANISLE

The attached resolution was forwarded to the directors and a majority agreed that the resolution should be forwarded to John Illes, BC Forest Service as per his request.

Recommend: That the Board formally vote on the resolution and that it be submitted to the records book of resolutions and motions.



Babine Lake Community Forest Society,

August 16th, 2011

Whereas there is a desire for symbolic recognition of the socioeconomic relationship between the Babine Lake First Nation and the Municipality of Granisle and the autonomous non-profit society, the Babine Lake Community Forest Society whose mission is to provide new employment and new small business opportunities for the Babine Lake First Nation and the Municipality of Granisle.

Therefore be it resolved that the Directors of the Babine Lake Community Forest Society agree that the Chief of the Babine First Nation, Chief Adam and the Mayor of the Municipality of Granisle, Mayor Clarke be invited to sign the Community Forest Agreement with the Minister of Forests, Minister Thomson on the 18th of August 2011, at the Nadina Forest District Offices in the Village of Burns Lake. It is further resolved that the Babine Lake Community Forest Society will save harmless The Babine Lake First Nation and the Municipality of Granisle from any financial liabilities incurred by the Babine Lake Community Forest Society whatsoever. It is further agreed that the two communities have no financial liabilities or obligations to the Babine Lake Community Forest whatsoever.

Moved Millie Alec-George Co Chair

Seconded Thomas Liversidge Co Chair

BABINE LAKE COMMUNITY FOREST SOCIETY

MINUTES OF DIRECTORS MEETING

APRIL 13, 2011 – LBN COUNCIL CHAMBERS BURNS LAKE

PRESENT: Directors Millie Alec-George, Grace Duncan-George, Leon Taylor, Tom Liversidge and Peter Green.

ABSENT: Director Richard William, Directors at Large for MOG (Ken Gowan and Peter Teilmann) resigned and will be replaced. RPF Gary Page.

OTHERS PRESENT: Frank Michell, Deputy Chief LBN, LBN Councillors John Bertacco, Verna Powers, Louise Lacerte, Frederick Clarke, MOG and Sonia Clarke.

The meeting was called to order at 10:00 by Frederick Clarke. Request to approve the agenda after additions to the agenda.

Motion – Moved and seconded by Leon Taylor and Tom Liversidge “That the agenda is approved as amended with the additions of #9 – Alternates, #10 – Insurance and #19 – Natural Forest.” Carried.

Motion – Moved and seconded by Leon Taylor and Peter Green “That Millie Alec-George and Tom Liversidge be appointed as Chairs representing both parties (MOG and LBN) and the alternate Co Chairs appointed will be Peter Green and Grace Duncan-George.” Carried.

Item 3 and Item 4 of the agenda - Portfolios or work plan system and Director Vacancies are tabled to the next Directors meeting.

Bylaws and Constitution – The format of the purposes of the Society were changed to point form as requested by the Registry Branch (Page 1 see attachment), there were no other changes required or made. The bylaws and constitution will be reviewed to make any necessary changes regarding timelines and other procedural requirements as deemed necessary by the Board of Directors.

Signing Authority was discussed and requirements established.

Motion – Moved and seconded by Tom Liversidge and Grace Duncan-George “That signing authority would be the co chairs from MOG and LBN and their signing alternates would be the alternate co chairs.” Carried.

The number of meetings to be held and the locations. Part 5 of the Bylaws was referred to and read by Co Chair Millie Alec-George. A schedule should be drawn up and the suggestion was to hold quarterly meetings because of directors’ busy schedules. However special meetings can be called when necessary. Locations of meetings will alternate between communities. Travel expenses will be paid at .52c a km. Until the Society has a bank account established Directors are to keep track of expenses regarding attendance at directors’ meetings.

Item 8 and Item 9 of the agenda – Resource People and Alternates are tabled to the next Directors meeting for discussion. S. Clarke volunteered to take minutes until this is addressed.

Motion – Moved and seconded by Tom Liversidge and Grace Duncan-George “That there be an alternate named for each Director on the Society.” Carried.

Item 10 of the agenda – Insurance - Tabled to the next Directors meeting and to be investigated and discussed.

Item 11 of the agenda – Planning of harvest blocks for summer/winter 2011/12 (five year cut) to be tabled and discussed with RPF G. Page at the next directors meeting.

Letter from S. Heppner, MOF dated April 15/11 was read.

Items 13 and 14 of the agenda – Bioenergy was discussed at length and an invitation was extended by Frederick Clarke to LBN to attend a meeting in Granisle on May 7, 2011 at 10:00 in the Council chambers regarding MOG plans to put bioenergy in the community.

Discussion regarding J Block in MOG. Report from the Building Inspector will be sent to LBN for the agenda of their Council Meeting on April 20th as requested by Councillor Alec-George.

Frederick Clarke informed the group about the Provincial Fisheries Research project meeting held on March 8th in Smithers regarding research to be carried out on Lake Babine. The information on the project will be shared with LBN as no one from LBN had attended the meeting.

Discussion regarding the proposed Innovation Center, its goals and purposes and how it could tie into the Community Forest. Frederick Clarke explained how a “Natural Forest” could also be an integral part of the community forest. This subject was discussed at length and could be of particular interest to the members of the LBN.

Summation and Agenda for next meeting was discussed at length. Part 5 of the bylaws was read by the Chair and further discussion of the section is to be addressed at future meetings. A list of items that have been tabled for the next meeting will be included on a separate sheet with the minutes.

Pacific Booker Minerals was discussed at length and Frederick Clarke informed the group that the MOG had not met with the company representatives at this time which is part of the environmental assessment process. He will inform LBN when the meeting has been held.

The next tentative meeting date will be held July 4, 2011 in Granisle Council Chambers at 10:00 am.

The Chair declared the meeting adjourned at 13:45.

File: 19460-45
K4D

August 23, 2013

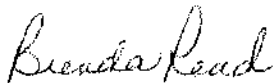
Babine Lake Community Forest Society
P.O. Box 272
Granisle, British Columbia
V0J 1W0

Dear Licensee:

We are enclosing your completed copy of Amendment No. 2013-01, dated August 7, 2013 which amends the Schedule B lands for Community Forest Licence K4D.



Yours truly,



Brenda Read
Nadina Forest District

pc: Nadina File
Compliance and Enforcement



Amendment to Community Forest K4D Memorandum of amendment to K4D

made this 7th day of August, 2013 between the District Manager of the Nadina Forest District and the Licensee of the said Licence.

Whereas it is mutually agreed to amend the terms and conditions of the said Licence and the parties hereto have agreed to amend the same as set forth in this memorandum.

NOW, THEREFORE, in consideration of the premises and other valuable considerations now given by the Licensee to the Licensors, the parties hereto agree as follows:

Babine Lake Community Forest Agreement K4D has been amended to include Block C into the Schedule B as per the attached Exhibit A map dated August 6, 2013.

This forms an integral part of the original Licence and should be attached thereto.

Subject to the foregoing, the parties hereto confirm the said Licence.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or the Licensee has caused its corporate seal to be affixed in the presence of the duly authorized officers in that behalf on the date and year first above written.

Signed, sealed and delivered by the
Licensor in the presence of

Brenda Read
BRENDA READ

Signed, sealed and delivered by the
Licensee in the presence of

Dawn Burkett
Admin. Ass't
Village of Granisle

Josh Ressey
District Manager
Nadina Resource District
EMAN O'DONOVAN
Regional Executive Director
Sheena Roy
Babine Lake Community Forest Society
P.O. Box 272
Granisle, British Columbia V0J 1W0

NOTE: If the Licensee is a co-partnership, the amendment must be signed and sealed by each member of the partnership. All written signatures must be made in ink.

If the Licensee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.



File: 19460-50/ BAB LK CF MP

August 27, 2013

Fredrick Clarke
General Manager
Babine Lake Community Forest Society
Box 272
Granisle, British Columbia
V0J 1W0

Dear Mr. Clarke:

Re: Approved area expansion for K4D

This letter serves to provide clarification regarding the enclosed documents. Babine Lake Community Forest is now 8938 hectares in size, with an approved allowable annual cut (AAC) of 10,088 cubic metres per year. The AAC is derived from adding the original AAC of 6,088 cubic metres per year, plus the 4,000 cubic metres per year offered by Minister Steve Thompson in March 2013. The enclosed Exhibit A map shows the new community forest boundary.



Please note that harvesting is currently restricted to the area under the approved Forest Stewardship Plan (FSP), which does not include the newly added area. In order to harvest in this area, your FSP must be amended to add this area to your Forest Development Unit.

According to legislation, this change constitutes a major amendment to the FSP. The approximate timeline for this process to be completed is a minimum of 90 days. The amended FSP – including an updated map – are submitted to the Ministry of Forests, Lands and Natural Resource Operations (MFLRNO) First Nation Consultation staff for initial review prior to initiating the First Nation information sharing by the licensee. The 60-day review period carried out by the licensee can be completed parallel to the consultation carried out by government, after the initial review has been done by MFLNRO staff.

As certain key information contained in the management plan (MP) is considered by the Regional Executive Director (RED) in the AAC determination, the MP approval and the AAC determination are synchronized whenever possible. If a licensee requests an uplift or change

Page 1 of 2

in AAC through a timber supply review, both the FSP and the MP require amendments. Therefore, the MP for K- must also be amended.

Recent Ministry of Forests Harvest Billing Systems records indicate approximately 20,000 cubic metres were harvested to date in 2013. Although the following does not constitute an official cut control statement, your five-year cut control period overview is currently estimated as follows:

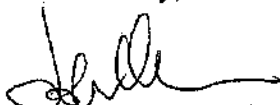
Year	2012	2013	2014	2015	2016	Balance
Volume Available (m ³)	6088	10088	10088	10088	10088	46440
Volume Harvested (m ³)	0	19122	0	0	0	19122
Remaining Volume (m ³)	6088	<2946>	7142	17230	27318	27318

As shown above, the maximum remaining volume that is available for harvest is 27,318 cubic metres within the five year cut control period. The amount available to harvest may change upon completion of a timber supply analysis and a statutory decision by the RED.

A new AAC for K4D will be determined by completing a full timber supply analysis. The RED (or Delegated Decision-Maker) will set the new AAC after considering all resource values. As stated in my letter dated May 24, 2013, completing a full timber supply analysis is integral in determining the AAC for K4D as it provides valuable insights into the potential impacts of different management assumptions and practices.

Should you require clarification or have questions, please contact Agathe Bernard, Stewardship Officer at (250) 692-2259.

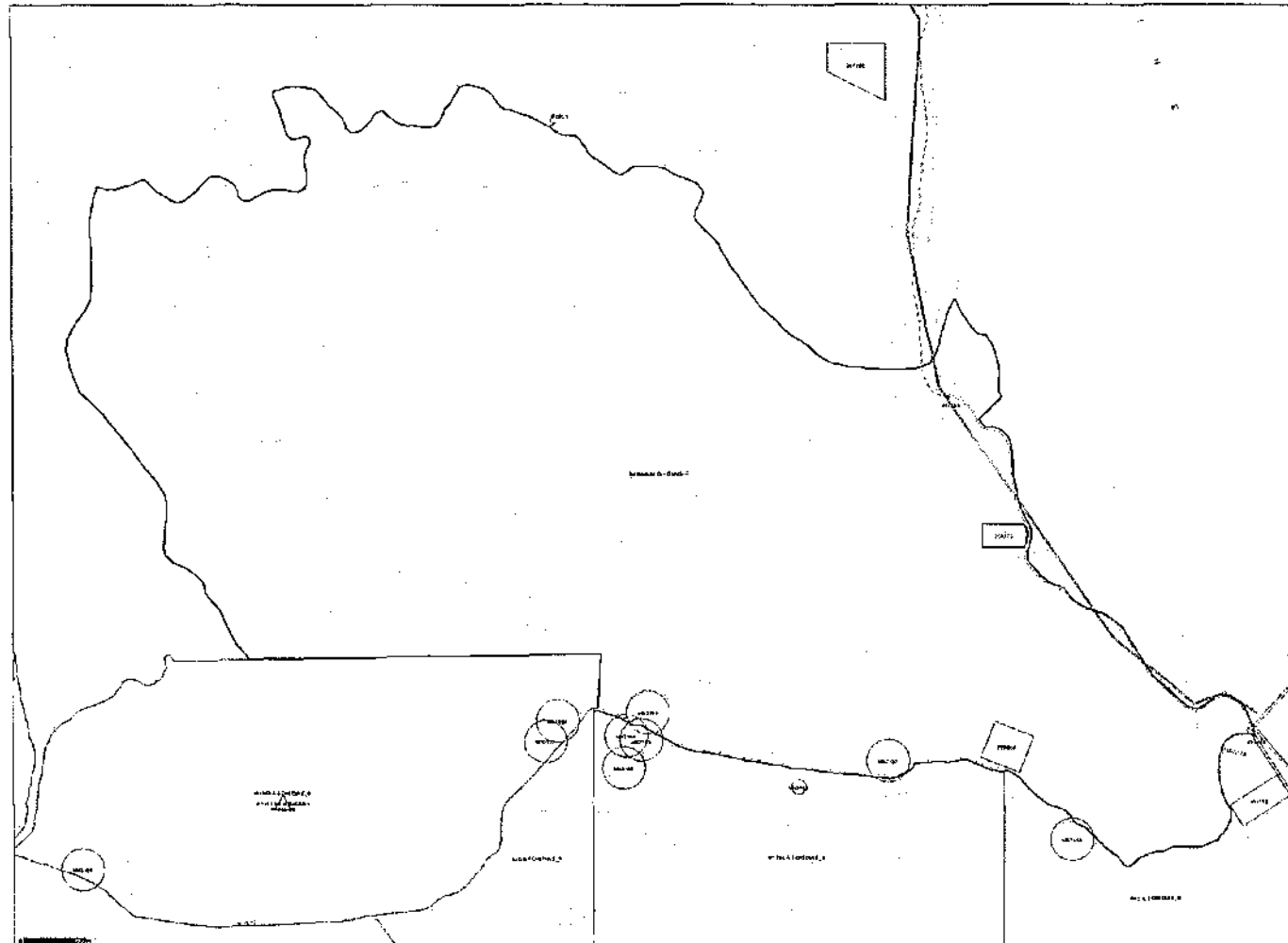
Yours truly,


Josh Pressey, RPF
District Manager


cc Gary Page, RPF



MAP OF : K4D Amendment # 1 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DND	TSA : 20 LAND DISTRICT : Nadina Forest District	PULPWOOD AGREEMENT :	MGT UNIT TYPE : MGT UNIT NO :
ESF SUBMISSION ID : 1242350 BCGS MAPSHEET NO : 83L.059	SCALE : 1:20000 at C Size Area (Ha): 2344.133	UTM : 9 MAD : NAD 83	DRAWN BY : FTA DATE : Aug 6, 2013



Legend	
	Terminal Application
	Terminal User Application
	Network Terminal Node
	IP or C
	Resource Provider
	ITG
	Physical Force
	Power Source Node
	Highway
	Automobile Road
	Hot Urban Road
	Interurban Road
	Local Road
	Small Road
	Right of Way
	Severely B or Road
	Minor B or Road
	CDMA
	Yield/Stop
	Stop/Sign
	Controlled Access

A	Licensee: BABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0 Operator/Contractor: In Attendance:		Tenure (type/no): B01/R19245 Amend #: Section: 1 Road Name: CP131_05_SP1 Road Status: Construction Other Section(s): Inspection Date (yyyy/mm/dd hh:mm): 2013/10/31 0:00 Regional Inspection: <input type="checkbox"/>	
	Inspection Method		Area Inspected	
B	Ocular: <input checked="" type="checkbox"/> Recce: <input checked="" type="checkbox"/> Detailed Survey: <input type="checkbox"/> Admin/Office: <input checked="" type="checkbox"/>	Roads/Trails: Complete Location Inspected:		
	Activity Status			
C	Road/Trail Construction	N/A	Semi-permanent Deactivation	N/A
	Re-vegetation	N/A	Road Maintenance	N/A
	Permanent Deactivation	N/A	Other	N/A
	Temporary Deactivation	N/A	if "Other", please specify	
Comments about status (length constructed): An inspection conducted this summer revealed some concerns. The Road Permit R19245 Br. 1 associated with CP 131 Blk. 5 had mis-marking and construction issues. The inspection had noted that all the wood associated with Sec. 1 and Blk 5 had been hauled. A check of Harvest Billing System (HBS) noted that only 1 load, on 1 day came across the scales for 18m3. The portion of the Road Permit that goes thru Blk 5 is part of the Road Permit and thus had a separate timber mark and potentially a different stumpage rate. If all the wood was hauled off Blk 5, there should have been - +150m3 come across the scales under the Road Permit. The second issue is the construction standard of the Road Permit. Once a road is put under a Road Permit there are certain legislative standards for construction, maintenance and deactivation. Currently Sec. 1 is not achieving the legislative standards.				
Comments about weather conditions, snow depth:				
Compliance Summary				
				
E	Inspector: Brian Brinkhurst Signature: X <small>(I certify that this inspection conforms to Ministry of Forests' compliance procedures)</small>		Received by: Babine Lake ComFor Signature: X <small>(Signing does not imply agreement with findings)</small>	
	Attachment Description: Checklist: <input checked="" type="checkbox"/> Digital Image: <input type="checkbox"/> Other: <input type="checkbox"/> Checklist: Other:		Delivery Method: Email: <input checked="" type="checkbox"/> Fax: <input type="checkbox"/> Mail: <input type="checkbox"/> Hand Delivered: <input type="checkbox"/>	
File # 11400-20/R19245 File #				



ALLEGED NON COMPLIANCE SUMMARY

ID: 278261

X-Ref: DIRNBBRINKHU 2013/10/31 00:00:00

I	Licensee: SABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0 Operator/Contractor: In Attendance:					Tenure (type/no): B01/R19245 Amend #: Section: 1 Road Name: CP131_05_SP1 Road Status: Construction Other Section(s): Inspection Date (yyyy/mm/dd hh:mm): 2013/10/31 0:00 Regional Inspection: <input type="checkbox"/>				
	J,K	General Req #	Row	Action Taken	Compliance Action Type	Est. Incident Date	Act/Reg Section	Warning Ticket #	Issued To	Licence Plate
	4	A	Compliance Action	Compliance Notice	2013/07/15	Forest Planning & Practices Regulation (FRPA) 79 (6)(b)				
Comment/Notice: <p>An inspection of Br. 1 has concluded that construction has not met the requirement for proper drainage. The road permit was built to winter road standards and failed to maintain the drainage patterns of the surrounding area. The road currently has no established ditches, drainage structures or definable road prism.</p> <p>Section 79(6)(b) of the Forest Planning and Practices Regulation reads as follows: (6) A person required to maintain a road must ensure all of the following: (a) the structural integrity of the road prism and clearing width are protected; (b) the drainage systems of the road are functional; (c) the road can be used safely by industrial users.</p> <p>Possible administrative actions associated with Sec. 79(6)(b): Stopwork order, Seizure and forfeiture, Admin Penalty \$20,000.00, Remediation Order, Suspension of rights under agreement, Cancellation of rights under agreement and AAC Reduction.</p> <p>Possible enforcement actions associated with Sec. 79(6)(b): \$100,000.00 / 1 year, [Offence Act, s. 102(2)]</p> <p>At this time, I am giving you a COMPLIANCE NOTICE to remediate the issues regarding Br. 1.</p> <p>A contravention has occurred, but due to the low risk, a COMPLIANCE NOTICE has been issued explaining the issues. This contravention will be tracked in our Enforcement Action, Administrative Review and Appeal Tracking System (ERA).</p> <p>An onsite inspection with Gary PAGE was done 2013-10-31. Deactivation of this Br. was discussed. Please contact myself once this has been done. If you have any questions please give me a call.</p>										
L	Inspector: Brian Brinkhurst Signature: X (I certify that this inspection conforms to Ministry of Forests' compliance procedures)					Received by: Babine Lake ComFor Signature: X (Signing does not imply agreement with findings)				



ALLEGED NON COMPLIANCE SUMMARY

ID: 278261

X-Ref: IDIRIBBRINKHU 2013/10/31 00:00:00

I	Licensee: BABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0 Operator/Contractor: In Attendance:	Tenure (type/no): B01/R19245 Section: 1 Road Name: CP131_05_SP1 Road Status: Construction Other Section(s): Inspection Date (yyyy/mm/dd hh:mm): 2013/10/31 0:00 Regional Inspection: <input type="checkbox"/>

General Req #	Row	Action Taken	Compliance Action Type	Est. Incident Date	Act/Reg Section	Warning Ticket #	Issued To	Licence Plate
6	A	Compliance Action	Compliance Notice	2013/07/15	Forest Act 84 (3)			

Comment/Notice:

An inspection of Road Permit R19245 has noted that the timber harvested and removed was not properly marked as required by legislation. Specifically, timber harvested from R19245 Br. 1 was removed and transported without the proper timber mark. Section 84(3) of the Forest Act reads as follows:

84 (3) A person must not

- (a) store unscaled timber in decks or piles on Crown land or, in prescribed circumstances, on private land, or
 - (b) remove or transport unscaled timber from Crown land or private land
- unless the timber has been marked in the prescribed manner with a timber mark that pertains to that land.

Possible administrative actions associated with Sec. 84(3):

Admin Penalty \$100,000.00, Remediation Order, Suspension of rights under agreement, Cancellation of rights under agreement, AAC Reduction.

Possible enforcement actions associated with Sec. 84(3):

Violation Ticket fine \$173.00, \$500,000.00 / 2 years [Offence Act, s. FOREST ACT 163 (1)].

At the time of transport, the stumpage rate for CP 131 and R19245 were the same. There was no risk to revenue to the Crown. It was a procedural error with Babine Lake ComFor. An onsite meeting with Gary PAGE was done 2013-10-31, and the implications of mis-marking were discussed.

A contravention has occurred, but due to low risk to revenue loss to the Crown, a COMPLIANCE NOTICE has been issued explaining the issues. This contravention will be tracked in our Enforcement Action, Administrative Review and Appeal Tracking System (ERA).

If you have any questions please give me a call.

L	Inspector: Brian Brinkhurst Signature: X (I certify that this inspection conforms to Ministry of Forests' compliance procedures)	Received by: Babine Lake ComFor Signature: X (Signing does not imply agreement with findings)

File: 11400-25
R19245 Sec 3

October 9, 2013

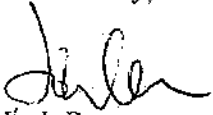
Babine Lake Community Forest Society
P.O. Box 272
Granisle, British Columbia
V0J 1W0

Dear Licensee:

Please be advised that a portion of Forest Service Road 9636 has been transferred to your Community Forest Road Permit R19245 in order to grant you access to your agreement area.

Road Permit R19245 has been amended to include new section 3, as per the attached Exhibit A map dated October 7, 2013.

Yours truly,



Jpsh Pressey
District Manager
Nadina Resource District

pc: Nadina District File
Compliance and Enforcement



Legend

	Tenure Application
	Tenure Flood Application
	Refined Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B Off Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

3 (Length: 7.8409 Km, R/W: 75 m)
PoC UTM9 575034, 6082928
PoT UTM9 681059, 6080491



File: 19460-K4D

August 23, 2013

Babine Lake Community Forest Society
Box 272
Granisle, BC V0J 1W0

Dear Chairs:

The purpose of this letter is to transfer road sections to you that access your community forest agreement area. As an area based tenure holder it is in your interest to hold tenure on roads accessing your forested landbase. Two previously built roads will become part of your tenure FSR 9636 and R07734 (only those portions within the community forest).

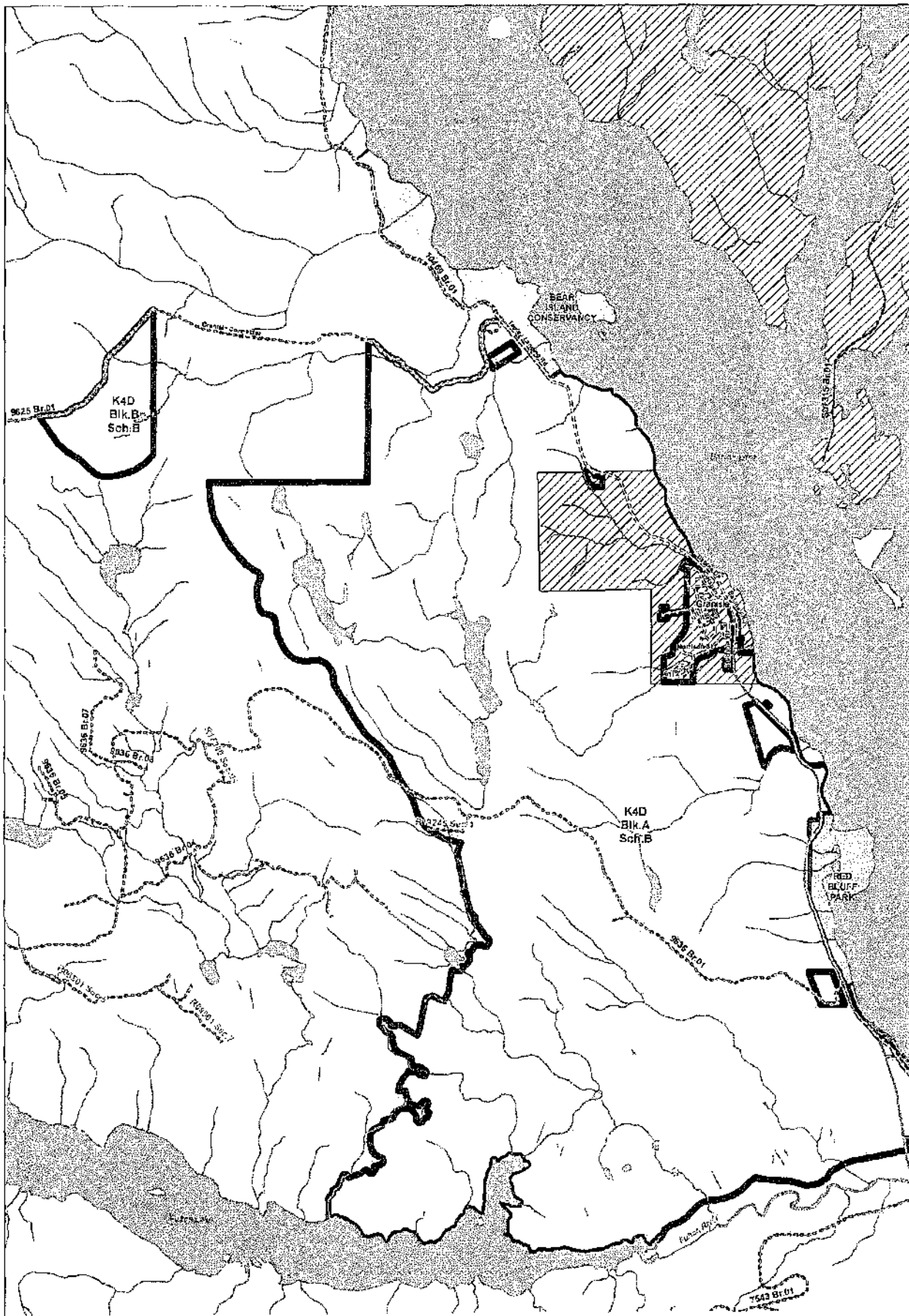
This will require no administrative work on your part as the ministry will prepare and complete all required steps. If you have any concerns about this process please call John Illes at 250-692-2228.



Yours truly,

John Illes
Resource Manager
Nadina District

pc: Debbie-Janning Stewart, Timber Sale Manager



File: 11400-25
R19245
Section 2

January 29, 2013

Babine Lake Community Forest Society
c/o Village of Granisle
P.O. Box 128
Granisle, British Columbia
V0J 1W0

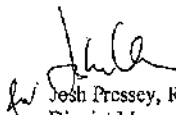
Dear Licensee:



This letter is to advise that Road Permit R19245 has been amended to include new Section 2, as per Exhibit A map dated January 24, 2013.

This letter and the attached amended Exhibit 'A' form an integral part of the document and should be attached to it.

Yours truly,


Josh Prosser, RPF
District Manager
Nadina Resource District

pc: Nadina File
Compliance and Enforcement

Ministry of Forests, Lands
and Natural Resource
Operations

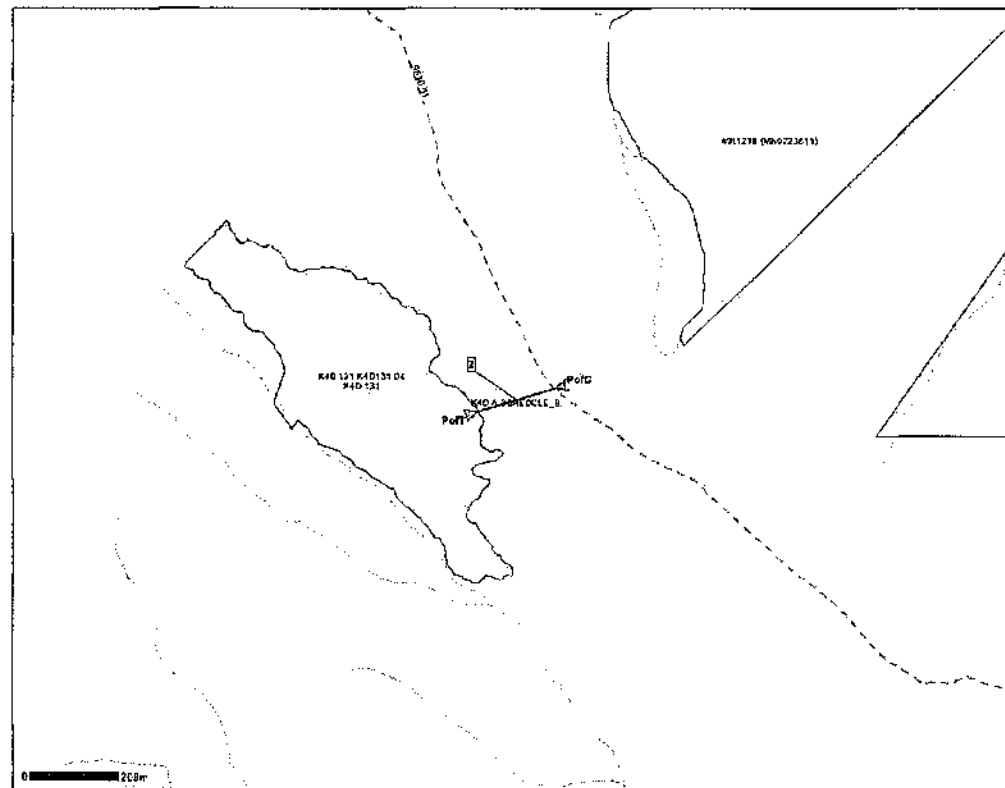
Nadina Resource District

Location:
185 Yellowhead Hwy,
Burns Lake, BC

Mailing Address:
Box 999
Burns Lake, BC V0J 1H0
Tel: (250) 692-2200
Fax: (250) 692-7461



MAP OF : R19245 Amendment # 1 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : OND	TSA : LAND DISTRICT : RANGE 5 COAST DISTRICT	PULPMOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 20
ESF SUBMISSION ID : 1182544 BCGS MAPSHEET NO : 93L089	SCALE : 1:15000 at A Size Length (Km) : 0.237	UTM : 9 NAD : NAD83	DRAWN BY : FTA DATE : Jan 24, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Refined Tenure Road
	P of C
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non-Status Road
	Recreation Trail
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Point
	Camp
	Wildbedding
	River/Stream
	Coastline / Island
2 (Length: 0.2371 Km, RW: 75 m) PolC UTM9 678115, 6081293 PolT UTM9 677891, 6081215	

File: 11400-25
R19245

January 23, 2013

Babine Lake Community Forest Society
c/o Village of Granisle
P.O. Box 128
Granisle, British Columbia
V0J 1W0

Dear Licensee:

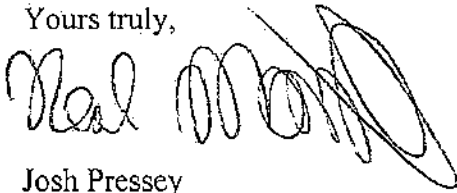
Further to your Road Permit Application submitted January 7, 2013.
Please find attached your Road Permit R19245, as shown on the attached Exhibit 'A' map
dated December 20, 2012.



Before carrying out operations on this area, please read the Road Permit Document and be
prepared to comply with all conditions set out therein.

This letter forms an integral part of the Road Permit Document, and should be attached to it.

Yours truly,



For
Josh Pressey
District Manager
Nadina Resource District

cc: Nadina File
cc: Compliance and Enforcement



ROAD PERMIT NO. R19245



Ministry of
Forests, Lands and
Natural Resource
Operations

THIS PERMIT, dated for reference **January 23, 2013**:

PURSUANT TO: Section 115 of the *Forest Act*, this Road Permit is issued to:

**BABINE LAKE COMMUNITY FOREST SOCIETY
C/O VILLAGE OF GRANISLE**

P.O. BOX 128

GRANISLE, BRITISH COLUMBIA

V0J 1W0

Phone: (250) 696-6684 Fax: (250) 697-2306#
(the "Permittee")

1.00 GRANT OF RIGHTS

- 1.01 In consideration of the Permittee's right to harvest timber under the Licence or Licences listed in Schedule "A" and to provide access to that timber, subject to any applicable legislation, the District Manager grants to the Permittee a non-exclusive right to enter on and construct within the permit area roads, including such landings, gravel/sand pits, rock quarries and waste areas as are necessary for construction of the roads or for access to the timber and the right to use and maintain that roads, or to use and maintain roads, within the permit area described in paragraph 2.01, in accordance with the conditions/specifications described in the attached Schedule "A".
- 1.02 Where it is necessary to harvest Crown timber from the clearing area in order to construct or maintain the roads, including landings, gravel/sand pits and rock quarries within the permit area, the District Manager grants to the Permittee the right to harvest that Crown timber in the permit area. The Permittee must comply with the timber merchantability specifications provided in the applicable licences or associated cutting permits.
- 1.03 In accepting this Road Permit, the Permittee acknowledges that it is bound by the provisions of this Road Permit and any applicable legislation .
- 1.04 The Schedules form an integral part of this Road Permit.
- 1.05 Any amendment to this Road Permit forms an integral part of the Permit.

1.06 There is reserved to the Government:

- (a) the right to grant rights-of-way across, through or over the permit area to other parties, on such terms and conditions as the District Manager determines;
- (b) the right of employees and agents of the Government to use and to cross the road and the permit area; and
- (c) the right to grant timber harvesting rights to others with respect to the timber located outside the clearing area, but within the permit area.

The exercise of the Government's rights under this paragraph will not unreasonably impede or obstruct the Permittee's reasonable use of the road.

1.07 Waste assessments must be conducted in accordance with the requirements of the applicable licences or associated cutting permits.

2.00 PERMIT AREA AND TERM

2.01 The permit area is that area of Crown land described and shown on the Exhibit "A" map(s) attached to this Road Permit.

2.02 The term of this Road Permit begins on **January 23, 2013**, and terminates on the date when the Crown notifies the Permittee in writing that:

- (a) the road has been deactivated to the District Manager's satisfaction; or
- (b) future use of the road by others will preclude the need for deactivation; or
- (c) the Road Permit is cancelled in accordance with the *Forest Act*.

2.03 Upon termination or cancellation of this Road Permit, title to all improvements that are located on the Government land under this Road Permit, will vest in the Government without compensation to the Permittee, unless otherwise permitted by prior written consent of the District Manager or where other arrangements are described in Schedule "A".

3.00 TIMBER MARKS AND REPORTING

3.01 For purposes of the *Forest Act*, the timber mark(s) for this Road Permit is/are that mark(s) specified in the Schedule "A" and associated roads shown on the Exhibit "A" map(s).

4.00 FINANCIAL

4.01 In addition to other money payable by the Permittee under the *Forest Act* and in respect of this Permit, the Permittee must pay to the Government, immediately on receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under the *Forest Act* in respect of timber harvested under this Permit, at rates determined, re-determined, and varied under that Act; and
- (b) waste assessments for merchantable Crown timber not harvested and for timber wasted.

5.00 APPROVALS

5.01 Prior to constructing, maintaining and using the Road Permitted under this Road Permit, the Permittee must, unless the District Manager authorizes otherwise in writing:

- (a) obtain all necessary permits or authorizations for crossing alienated lands including powerlines, pipelines, railroads, public roads, and agricultural land reserves; and
- (b) obtain all necessary permits or authorizations from other resource agencies and any authorized third party occupiers or users of the clearing area.

5.02 The District Manager authorizes the Permittee to construct a junction, where necessary, with a forest service road. The Permittee must ensure that any proposed junction provides for minimum sight distance, has sufficient junction angle and suitable road grade for the expected traffic. A culvert must be installed, as required, to maintain drainage patterns.

6.00 OTHER RIGHTS

6.01 The Permittee's rights under this Permit are subject to any other rights of use and occupation over the permit area and the clearing area which the Government has granted to third parties and the Permittee covenants not to obstruct or impede a third party in their authorized use or occupation of these areas.

6.02 Except where a mineral reserve established under section 22 (2) of the *Mineral Tenure Act* allows otherwise, the Permittee covenants and agrees not to obstruct or impede the use of tenures which have been, or which may be, issued to third parties under the *Mineral Tenure Act*.

6.03 The Permittee agrees to indemnify and save harmless the Government from and against all claims for loss or damage, whether caused by the Permittee's acts or omissions, including losses or damages arising out of the Permittee's interference

or obstruction of a third Party's authorized use, or occupation of the permit area or clearing area.

7.00 MISCELLANEOUS

- 7.01 Where the District Manager has approved the closing of a road or restricting its use, the Permittee must ensure that any access control structure erected to restrict motor vehicle traffic will not be, or become, a hazard to the users of the road. The structure shall be placed in a conspicuous location, with any gates adequately marked with permanent reflective material to be clearly visible to the operator of a motor vehicle from a safe stopping distance. Warning signs must be located to give vehicle operator's adequate warning of the obstruction.
- 7.02 This Road Permit enures to the benefit of, and is binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 7.03 Where a Permittee wishes to communicate with its company vehicles by means of radio, the Permittee must post the radio frequency at the start of the road and kilometre markers, and will ensure that all of its company vehicles and those of its subcontractors use the posted radio frequency in an appropriate manner.

8.00 INTERPRETATION

- 8.01 Definitions of terms not defined in this Road Permit have the same meaning as that given in any applicable legislation. In cases of conflict, the definition in the legislation governs.
- 8.02 In this Road Permit:
 - (a) "clearing area" means that area of Crown land bounded by the outer limits of the clearing width as described in legislation that pertains to the permit and activities under the permit, over the length of road shown on attached Exhibit "A" Map(s);
 - (b) "District Manager" means a Ministry of Natural Resource Operations District Manager;
 - (c) "landing" means an area modified by equipment that is designed for accumulating logs before they are transported;
 - (d) "Schedule" means the Schedule "A" attached to this Road Permit or amendments to this Road Permit.

9.00 NOTICE

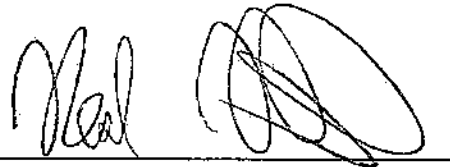
- 9.01 A notice given under this Road Permit must be in writing.

- 9.02 A notice given under this Road Permit may be:
- (a) delivered by hand;
 - (b) sent by mail;
 - (c) subject to paragraph 9.05, sent by facsimile transmission, to the address or facsimile number, as applicable, specified on the first page of this Road Permit, or to such other address or facsimile number as is specified in a notice given in accordance with this part; or
 - (d) sent by electronic transmission to the address specified on the first page of this Road Permit or to such other address that is specified in a notice given in accordance with this part.
- 9.03 If a notice is given under this Road Permit, it is deemed to have been given:
- (a) if it is given in accordance with Subparagraph 9.02(a), on the date it is delivered by hand;
 - (b) if it is given in accordance with Subparagraph 9.02(b), subject to paragraph 9.04, 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 9.02(c), subject to paragraph 9.05, on the date it is sent by facsimile transmission; and
 - (d) if it is given in accordance with Subparagraph 9.02(d), is considered to have been received when the sender receives confirmation that the notice has been sent to the address specified under that subparagraph.
- 9.04 If, between the times a notice is mailed in accordance with Subparagraph 9.02(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.
- 9.05 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.

- 9.06 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 Permit, be considered to be the address of the party giving such notice.

DATED January 23, 2013

for

A handwritten signature in black ink, appearing to read 'Josh Pressey', written over a horizontal line.

Josh Pressey, District Manager
Nadina Resource District

SCHEDULE "A"

1.00 SPECIAL PROVISIONS

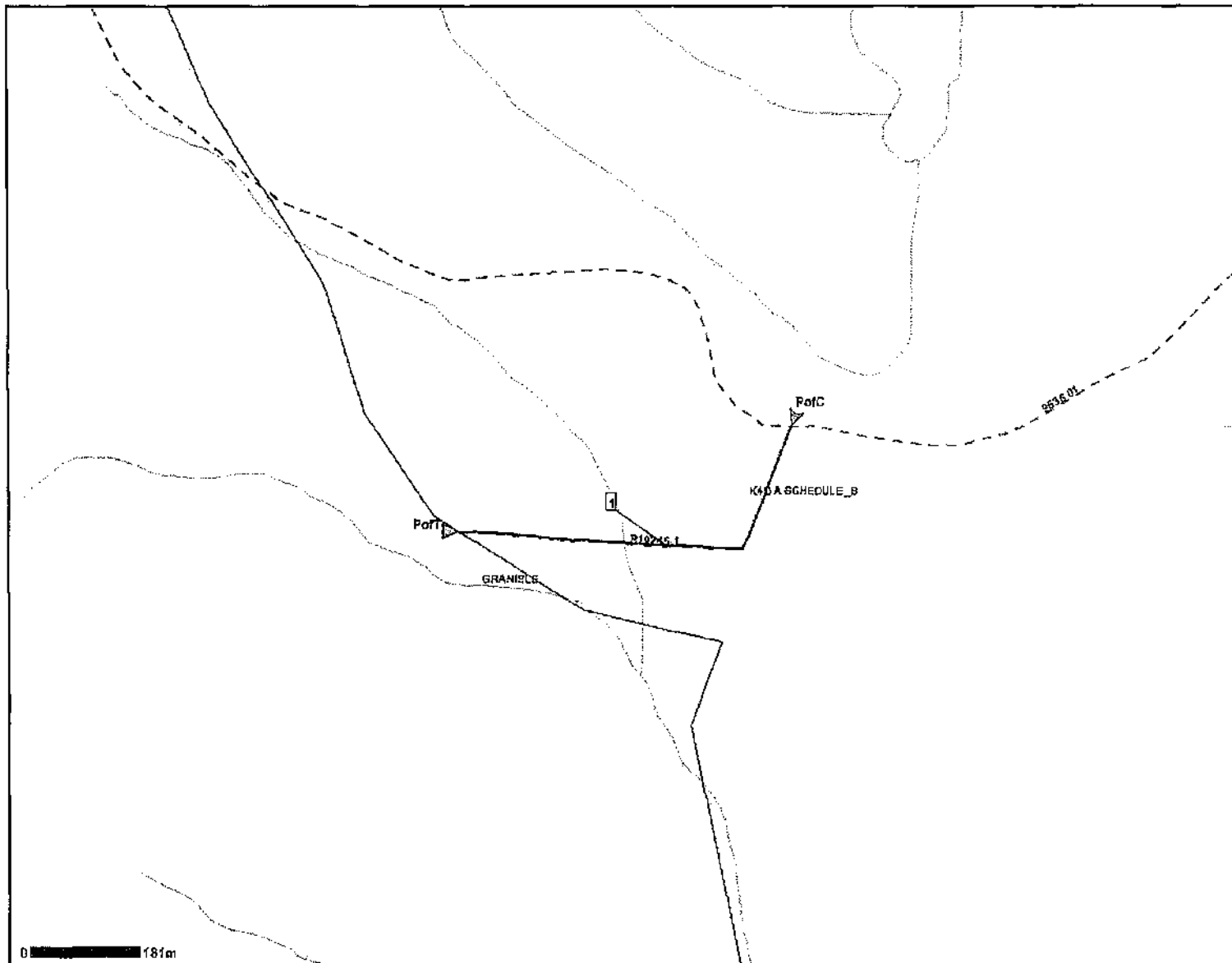
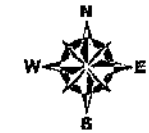
1.01 Timber Mark:

- (a) For those roads shown on the applicable Exhibit "A" map(s) referred to in paragraph 2.01 of the Road Permit, the timber mark shall be;

LICENCE NUMBER	TIMBER MARK
R19245	K4D0R1



MAP OF : R19245 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DND	TSA : LAND DISTRICT : RANGE 5 COAST DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 20
ESF SUBMISSION ID : 1170039 BCGS MAPSHEET NO : 93L.089	SCALE : 1:10000 at A Size Length (Km): 0.674	UTM : 9 NAD : NAD83	DRAWN BY : FTA DATE : Jan 03, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	PoC
	PoT
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island
1 (Length: 0.6736 Km, R/W: 75 m) PoC UTM9 675906, 6082578 PoT UTM9 675374, 6082385	



INSPECTION REPORT



RECORD ID: 006081

IDIR\BBRINKHU

01:02 Sep 30, 2014

Natural Resource Officer:

Brian Brinkhurst

Region: Skeena

Field Unit: Nadina

Date of Inspection:

Sep 18, 2014

Client:

BABINE LAKE COMMUNITY
FOREST SOCIETY

In Attendance:

Compliance Status:

Compliant

Client Contact Information:

272 GRANISLE,,
GRANISLE, BC, CANADA
V0J1W0

Latitude:

54.844

Longitude:

-126.235

Location Description:

Skinhead Cp 131 Blk's 3,4,6,7

Primary Tenure/Authorization:

K4D / 131/FTA

Secondary Tenure/Authorization:

Alleged Non-Compliance Summary:

aNC#	Estimated Incident Date	Parent Act	Act/Regulation	Section	Description	Action Taken

Warning Ticket:

ERA Case #:

Description and Comments:

Blk 3. Debris disposal required. Wood courdroy still in in-block roads. Road requires deactivation. Very low levels of firewood cutting noted.

Blk 4. Debris disposal required. Wood courdroy still in in-block roads. Road requires deactivation. Very low levels of firewood cutting noted. Also noted that people are starting to dump wood waste on the turn around located in the block.

Blk 6. Debris disposal required. Wood courdroy still in in-block roads. Road requires deactivation. Very low levels of firewood cutting noted.

Blk 7. Debris disposal required. Wood courdroy still in in-block roads. Road requires deactivation. Very low levels of firewood cutting noted.

Please ensure that debris disposal is done on or before December 31, 2014. Should look at a deactivation plan for the inblock roads for 2105 to restrict access to prevent illegal dumping within the ComFor area.

Natural Resource Officer: [Brian Brinkhurst]	Sent to: 272 GRANISLE,, GRANISLE,BC,CANADA V0J1W0
Signature: X	
I certify that this inspection conforms to Ministry compliance procedures.	
Attachments and Comments:	Delivered via: Email: <input checked="" type="checkbox"/> Fax: <input type="checkbox"/> Mail: <input checked="" type="checkbox"/> Hand Delivery: <input type="checkbox"/>



INSPECTION REPORT



RECORD ID: 005794

IDIR\BBRINKHU

01:19 Sep 23, 2014

Natural Resource Officer:
Brian Brinkhurst

Region: Skeena
Field Unit: Nadina

Date of Inspection:
Sep 18, 2014

Client:
BABINE LAKE COMMUNITY
FOREST SOCIETY

In Attendance:

Compliance Status:
Compliant

Client Contact Information:
272 GRANISLE,,
GRANISLE, BC, CANADA
V0J1W0

Latitude:
54.858

Longitude:
-126.262

Location Description:
CP 131 Block 5

Primary Tenure/Authorization:
K4D / 131/FTA

Secondary Tenure/Authorization:

Alleged Non-Compliance Summary:

aNC#	Estimated Incident Date	Parent Act	Act/Regulation	Section	Description	Action Taken

Warning Ticket:

ERA Case #:

Description and Comments:

Harvesting debris has not been disposed. Please ensure that debris disposal is completed prior to December 31, 2014.

Natural Resource Officer: [Brian Brinkhurst]

Signature: X

I certify that this inspection conforms to Ministry compliance procedures.

Sent to:

272 GRANISLE,,
GRANISLE, BC, CANADA
V0J1W0

SP

Brochez, Donna L FLNR:EX

From: Brinkhurst, Brian FLNR:EX
Sent: Friday, January 17, 2014 3:56 PM
To: Tweedie, Peter; 'Frederick Clarke'; Stronstad, Dawn FLNR:EX; Brochez, Donna L FLNR:EX
Cc: Abels, Stuart FLNR:EX
Subject: K4D CP 131 Blk 7

Importance: High

A recent inspection conducted on K4D CP 131 Block 7 has noted that you are operating in contravention of Section 10 (1) of the *Forest and Range Practices Act*. Section 10 (1) states:

Site plans for cutblocks and roads

10 (1) Except in prescribed circumstances, the holder of a forest stewardship plan must prepare a site plan in accordance with prescribed requirements for any
(a) cutblock before the start of timber harvesting on the cutblock, and
(b) road before the start of timber harvesting related to the road's construction.

It came to my attention this morning that Block 7 did not have an approved Site Plan. A call to Tyhee Forestry at 15:15 today confirmed that there is no approved Site Plan for Block 7.

As section 10 (1) states, no harvesting is to occur on a cutblock until a Site Plan has been approved.

You are hereby instructed to cease all harvesting operations on K4D CP 131 Block 7 until there is an approved Site Plan.

If you have any questions regarding this letter, please give me a call or email.

bb

Brian Brinkhurst
Natural Resource Officer
Nadina (Burns Lake) Field Unit/ Skeena Region
Compliance & Enforcement Branch
Ministry of Forests, Lands & Natural Resource Operations
Ph: 250-692-2278

A	Licensee: BABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0 Operator/Contractor: John Vandenberg In Attendance: Gary Page	Tenure: A28/K4D CP/Block: 131/05 Inspection Date (yyyy/mm/dd 24:mm): 2013/10/31 0:00 Gross (ha): Net (ha): 13.6 Location: K4D CP131 Blk 5 Regional Inspection: <input type="checkbox"/>
----------	---	---

Inspection Method	Area Inspected
B Ocular: <input checked="" type="checkbox"/> Rece: <input type="checkbox"/> Detailed Survey: <input checked="" type="checkbox"/> Admin/Office: <input checked="" type="checkbox"/>	Roads/Trails: Complete Location Inspected: Cutblock Area: Complete Location Inspected:

Activity Status

C	Road/Trail Construction N/A Deactivation/Rehabilitation N/A Waste Assessment N/A Yarding/Forwarding N/A	Loading N/A Felling N/A Other N/A Hazard Abatement N/A if "Other", please specify
----------	--	---

Comments about Status:

On 2013-02-14, an inspection was done on blk 5. It was noted that 6 trees were cut and removed outside the ribboned boundary. There was also a concern that the trees were harvested outside the Community Forest Boundary as the ribboned boundary was the same as the ComFor bndry. Summer 2013 a detailed inspection was completed. At that time it was noted that 62 trees were harvested outside the ribboned bndry. A GPS traverse was done of the ribboned boundary to determine if it had gone outside the ComFor bndry. This initial traverse noted there may have been a Unauthorized Harvest. A second higher accuracy GPS traverse was done. It was concluded that only a very small section NW crnr was outside the ComFor mgt bndry.

Comments about weather conditions:



Compliance Summary

<div style="text-align: right; font-size: 2em; font-family: cursive;">S.A.</div>
--

E Inspector: Brian Brinkhurst Signature: X <small>(I certify that this inspection conforms to Ministry of Forests' compliance procedures)</small>	Received by: BABINE LAKE COMMUNITY FORESTS Signature: X <small>(Signing does not imply agreement with findings)</small>
---	---

Attachment Description: Checklist: <input checked="" type="checkbox"/> Digital Image: <input type="checkbox"/> Other: <input type="checkbox"/> Checklist: Other:	Delivery Method: Email: <input checked="" type="checkbox"/> Fax: <input type="checkbox"/> Mail: <input checked="" type="checkbox"/> Hand Delivered: <input type="checkbox"/>
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File # 19460-40/K4D 131 File #

 BRITISH COLUMBIA 		HARVEST INSPECTION REPORT		ID: 277919 X-Ref: IDIR\BBRINKHU 2013/10/31 00:00:00	
A	Licensee: BABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0 Operator/Contractor: John Vandenberg In Attendance: Gary Page		Tenure: A28/K4D CP/Block: 131/05 Inspection Date (yyyy/mm/dd 24:mm): 2013/10/31 0:00 Gross (ha): Net (ha): 13.6 Location: K4D CP131 Blk 5 Regional Inspection: <input checked="" type="checkbox"/>		
D	General Requirement		Compliance Status		
	1	Road/Trail/Landing Construction (quality, location)	N/A		
	2	Permanent/Temporary access (max %, area, etc.)	N/A		
	3	Felling (external/internal boundaries, leave trees etc.)	No - Alleged Non-Compliance		
	4	Riparian management (debris mgmt., crossings etc.)	N/A		
	5	Soil conservation (disturbance etc.)	N/A		
	6	Revenue Management (utilization, marking etc.)	N/A		
	7	Public safety/safe practices (roads, danger trees etc.)	N/A		
	8	Forest health/protection (piling/FFPSR/knockdown etc.)	N/A		
	9	Road/Trail maintenance (water mgmt., integrity)	N/A		
	10	Site Deactivation/Rehabilitation (garbage, access etc.)	N/A		
	11	Other Plan/Prescription requirements	N/A		
Compliance Summary Comments:					
E	Inspector: Brian Brinkhurst Signature: X ('certify that this inspection conforms to Ministry of Forests' compliance procedures')		Received by: BABINE LAKE COMMUNITY FORESTS Signature: X (Signing does not imply agreement with findings)		

ALLEGED NON COMPLIANCE SUMMARY

ID: 277919

X-Ref: IDIR:BBRINKHU 2013/10/31 00:00:00

I	Licensee: BABINE LAKE COMMUNITY FOREST SOCIETY 272 GRANISLE GRANISLE BC V0J1W0	Tenure: A28/K4D CP/Block: 131/05
	Operator/Contractor: John Vandenberg	Inspection Date (yyyy/mm/dd 24:mm): 2013/10/31 0:00
	In Attendance: Gary Page	Gross (ha): Net (ha): 13.6
		Location: K4D CP131 Blk 5
		Regional Inspection: <input type="checkbox"/>

J,K

General Req #	Row	Action Taken	Compliance Action Type	Est. Incident Date	Act/Reg Section	Warning Ticket #	Issued To	Licence Plate
3	A	Compliance Action	Compliance Notice	2013/09/26	Forest and Range Practices Act 52 (3)			

Comment/Notice:

A follow-up inspection has concluded that trees were harvested outside the ComFor Administration Boundary. Specifically, danger trees were felled and removed. Currently, there is nothing in legislation or in the Licence/CP document that allows for the removal of danger trees once felled for safety reasons. Babine Lake Community Forest is in violation of section 52(3) of the Forest and Range Practices Act. Sec. 52(3) reads as follows;

(3) A person must not remove Crown timber unless authorized to do so

(a) under the Forest Act or an agreement under the Forest Act,

(b) under a grant of Crown land made under the Land Act, or

(c) under the Park Act.

Danger trees felled outside established harvest boundaries must remain on site.

L	Inspector: Brian Brinkhurst	Received by: BABINE LAKE COMMUNITY FORESTS
	Signature: X	Signature: X
	(I certify that this inspection conforms to Ministry of Forests' compliance procedures)	(Signing does not imply agreement with findings)

File: 19460-45
K4D, CP 131

January 23, 2013

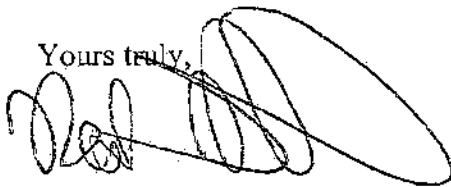
Babine Lake Community Forest Society
c/o Village of Granisle
P.O. Box 128
Granisle, British Columbia
V0J 1W0



Dear Licensee:

Enclosed is your completed copy of Cutting Permit 131.

Yours truly,



Josh Pressey, RPF
District Manager
Nadina Resource District

pc: Compliance and Enforcement



**LONG TERM COMMUNITY FOREST
AGREEMENT K4D
CUTTING PERMIT NO. 131**



PURSUANT TO the LT Community Forest Agreement No. K4D (the "Agreement"), this Cutting Permit is issued to:

**BABINE LAKE COMMUNITY FOREST SOCIETY
C/O VILLAGE OF GRANISLE
P.O. BOX 128
GRANISLE, BRITISH COLUMBIA
V0J 1W0**

Phone: 250-696-6684 Fax: 250-697-2306
(the "Agreement Holder")

1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Agreement and the Forestry Legislation, the Agreement Holder is authorized to cut and Remove timber from the areas of lands within the Agreement Area that are designated on the map attached as Exhibit "A" to this Cutting Permit.
- 1.02 Subject to the Agreement, the term of this Cutting Permit will be four (4) years, beginning January 23, 2013.
- 1.03 Subject to the Agreement the District Manager, in a notice given to the Agreement Holder, may
 - (a) extend the term of this Cutting Permit if the term of the Cutting Permit, including extensions, does not exceed 4 years, and
 - (b) if he or she does so, amend this Cutting Permit to the extent necessary to ensure that it is consistent with the Management Plan in effect at the time this Cutting Permit is extended.

2.00 SPECIAL CONDITIONS AND REQUIREMENTS

- 2.01 The Agreement Holder must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

3.00 TIMBER REMOVED AND WASTE ASSESSMENT

- 3.01 The timber described in Schedule "B" is specified as reserved timber and the Agreement Holder must not fell standing timber, and must not buck or Remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

4.00 TIMBER MARKS

- 4.01 The timber mark(s) for timber Removed from land identified as Schedule B Land in the Agreement under this Cutting Permit is/are:

**K4D
131**

- 4.02 The timber mark for timber Removed from land identified as Schedule A Land in the Agreement under this Cutting Permit is/are:

N/A

- 4.03 If directed to do so by the District Manager, the Agreement Holder must erect signs at all exits from the areas of land referred to in paragraph 1.01, clearly showing the timber mark(s) referred to in paragraphs 4.01 and 4.02.

5.00 SCALE-BASED STUMPAGE

- 5.01 The Agreement Holder must ensure that

- (a) all timber Removed from the areas of land referred to in paragraph 1.01 is scaled, and
- (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

- 5.02 For the purpose of determining the amount of stumpage payable in respect of timber Removed from the areas of Schedule B Land in the Agreement, authorized for cutting and Removal under this Cutting Permit, the volume or quantity of timber Removed will be determined using information provided in a scale of the timber.

6.00 ROADS

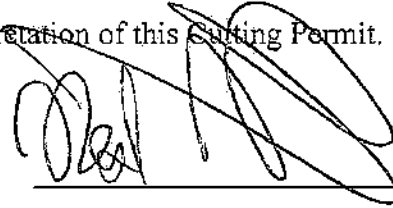
Subject to the Agreement and the Forestry Legislation, the Agreement Holder may construct or modify roads under the authority of this Cutting Permit on areas of land identified as Schedule B Land in the Agreement authorized for the Agreement Holder's operations under this Cutting Permit if the roads are identified on this Cutting Permit.

MISCELLANEOUS

- 7.02 The Schedules and Exhibit "A" to this Cutting Permit are deemed to be part of this Cutting Permit.
- 7.03 As provided in the Agreement, this Cutting Permit is deemed to be part of the Agreement.
- 7.04 The Agreement governs the interpretation of this Cutting Permit.

DATED January 23, 2013

FOR



Josh Pressey, District Manager
Nadina Forest District

SCHEDULE "A"

1.00 OTHER CONDITIONS AND REQUIREMENTS

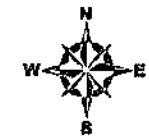
1.01 N/A

SCHEDULE "B"

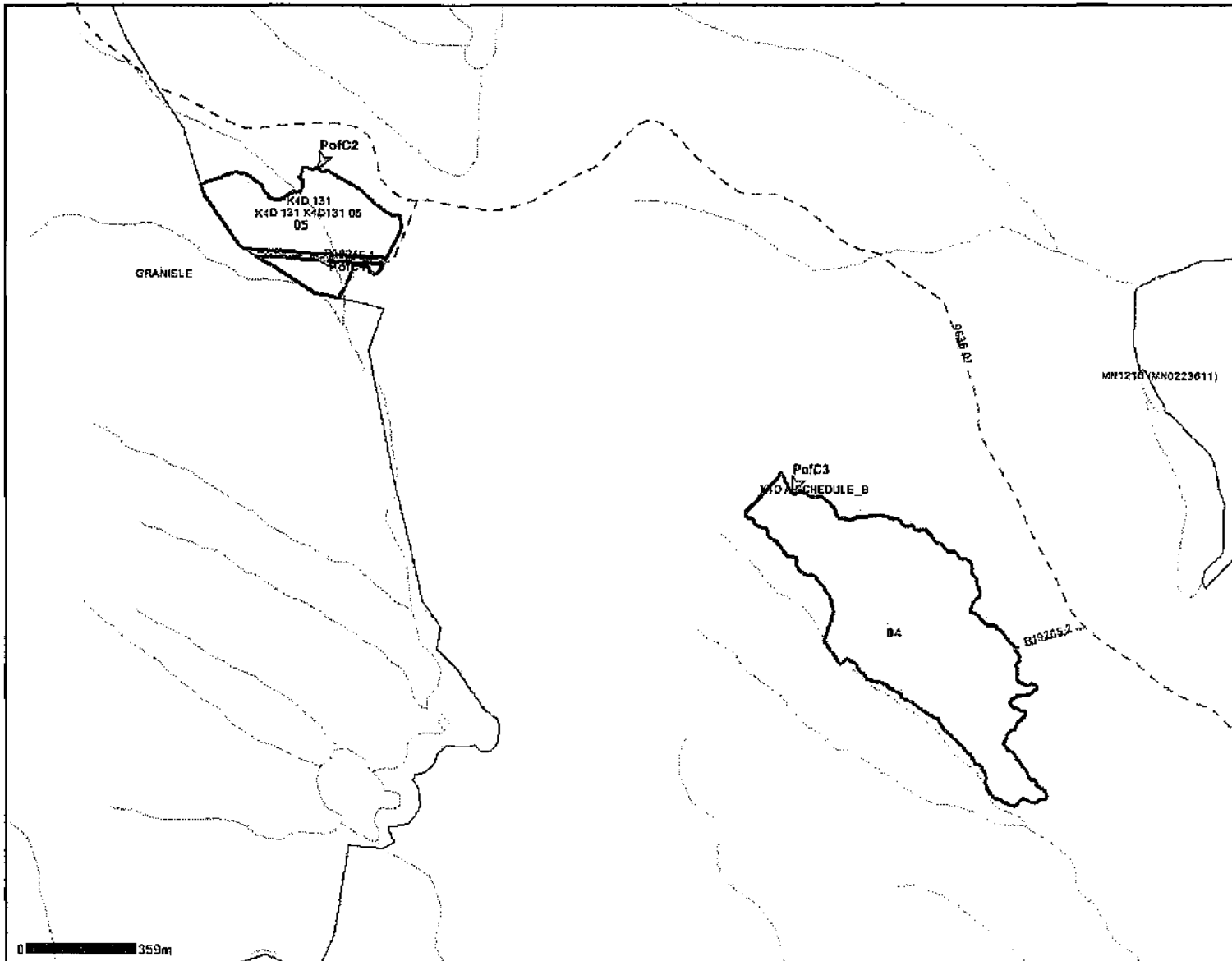
1.00 RESERVED TIMBER

The following is reserved timber under this Cutting Permit:

Species	Description (size, etc.)
N/A	N/A



MAP OF : K4D GP 131 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DND	TSA : 20 LAND DISTRICT : RANGE 5 COAST DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : COMMUNITY FOREST MGT UNIT NO :
ESF SUBMISSION ID : 1179024 BCGS MAPSHEET NO : 93L.089	SCALE : 1:20000 at A Size Area (Ha): 53,202	UTM : 9 NAD : NAD 83	DRAWN BY : FTA DATE : Jan 21, 2013.



Legend

- Tenure Application
- Tenure Road Application
- Retired Tenure Road
- P of C
- P of T
- Tenure Feature
- Range
- TFL
- Provincial Forest
- Forest Service Road
- Highway
- Municipal Road
- Non Status Road
- Recreation Trails
- Road Permit
- SUP Road
- Right of Way
- Schedule B CP Road
- Mineral Tenure Points
- Cities
- Waterbodies
- River/Stream
- Coastline / Island

05 (14.85 Ha)
PofC1 UTM9 675586, 6082369
PofC2 UTM9 675581, 6082668
04 (38.352 Ha)
PofC3 UTM9 677158, 6081686

File: 19460-45
K4D
CP 131

March 4, 2013

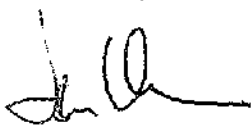
Babine Lake Community Forest Society
272 Granisle,
Granisle, British Columbia
V0J 1W0

Dear Licensee:

Cutting Permit 131 for Community Forest Licence K4D, has been amended to include Cut Block 03, as per the attached Exhibit 'A' map dated March 4, 2013.

This letter and the attached Exhibit 'A' form an integral part of the Licence Document and should be attached to it.

Yours truly,



for Josh Pressey, RPF
District Manager
Nadina Resource District

cc: Nadina File
Compliance and Enforcement



Ministry of Forests, Lands
and Natural Resource
Operations

Nadina District

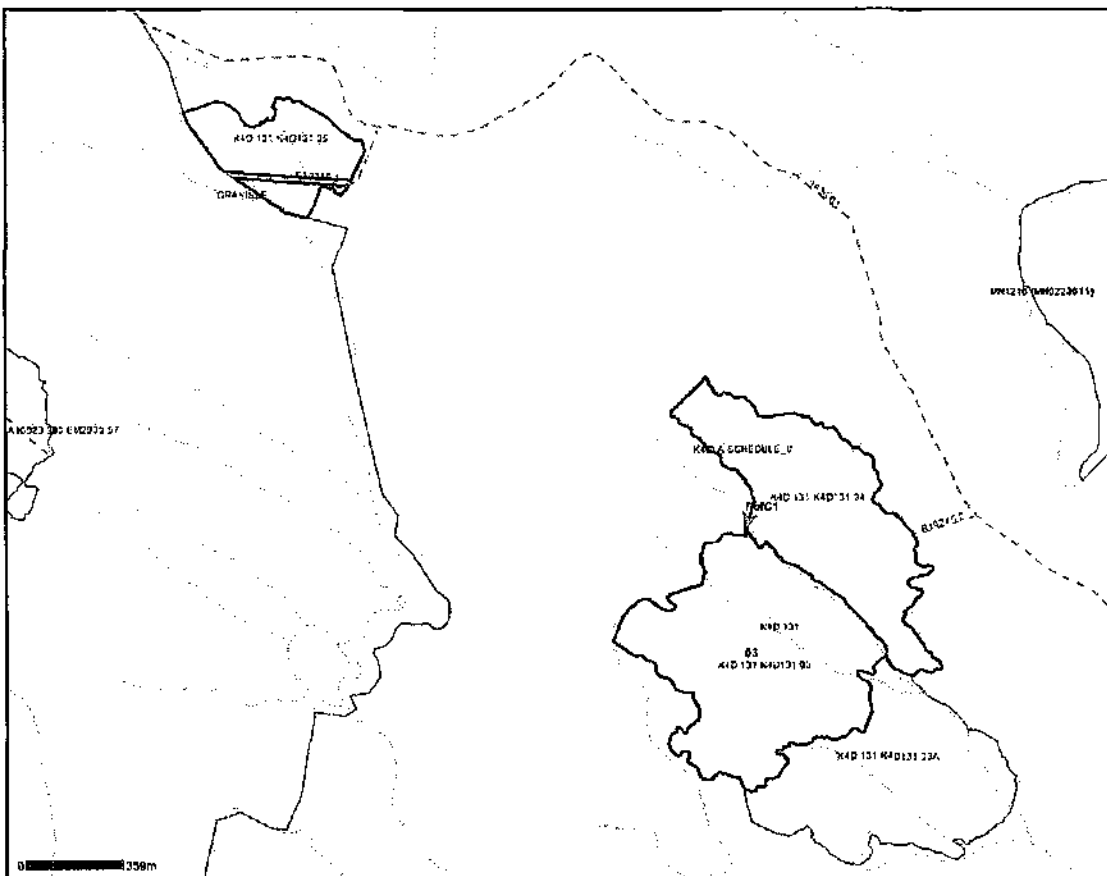
Location:
185 Yellowhead Hwy,
Burns Lake, BC

Mailing Address:
P.O. Box 999
185 Yellowhead Hwy
Burns Lake, BC V0J 1V0

Tel: (250) 692-2200
Fax: (250) 692-7461



MAP OF: K4D CP 131 Amendment # 1 (shown in bold black)			
FOREST REGION: RNI FOREST DISTRICT: OND	TSA: 20 LAND DISTRICT: RANGE 5 COAST DISTRICT	PULPWOOD AGREEMENT:	MGT UNIT TYPE: COMMUNITY FOREST MGT UNIT NO:
ESF SUBMISSION ID: 1196809 BCGS MAPSHEET NO: 93L069	SCALE: 1:20000 at A Size Area (Ha): 104.262	UTM: 9 NAD: NAD 83	DRAWN BY: FTA DATE: Mar 4, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Easement Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Poles
	Cities
	Waterbodies
	River/Stream
	Coastline / Island
03 (51.06 Ha) PofC1 UTM9 677284, 6081213	

File: 19460-45
K4D
CP 131

December 13, 2013

Babine Lake Community Forest Society
P.O. Box 272
Granisle, British Columbia
V0J 1W0

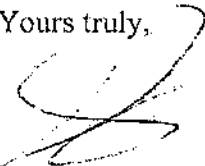
Dear Licensee:

Cutting Permit 131 for Community Forest Licence K4D, has been amended to include new Cut Block 07, as per the attached Exhibit 'A' map dated December 12, 2013.

This letter and the attached Exhibit 'A' form an integral part of the Licence Document and should be attached to it.

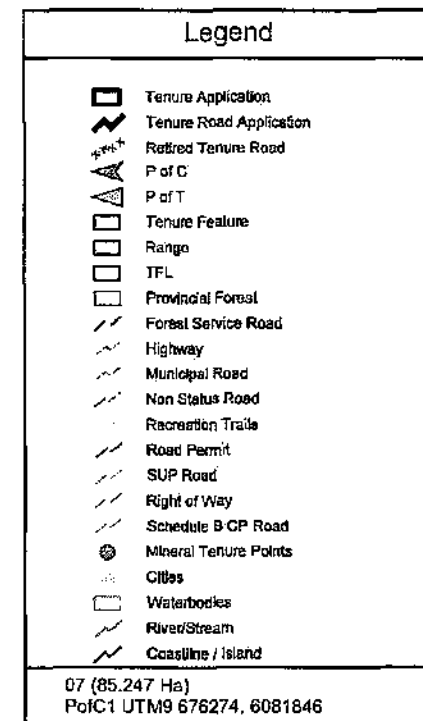


Yours truly,



Josh Pressey, RPF
District Manager
Nadina Resource District

cc: Nadina File
Compliance and Enforcement



File: 19460-45
K4D
CP 131

November 7, 2013

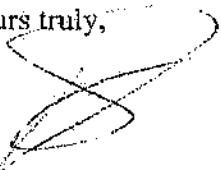
Babine Lake Community Forest Society
P.O. Box 272
Granisle, British Columbia
V0J 1W0

Dear Licensee:

Cutting Permit 131 for Community Forest Licence K4D, has been amended to include new Cut Block 6, as per the attached Exhibit 'A' map dated September 30, 2013.

This letter and the attached Exhibit 'A' form an integral part of the Licence Document and should be attached to it.

Yours truly,

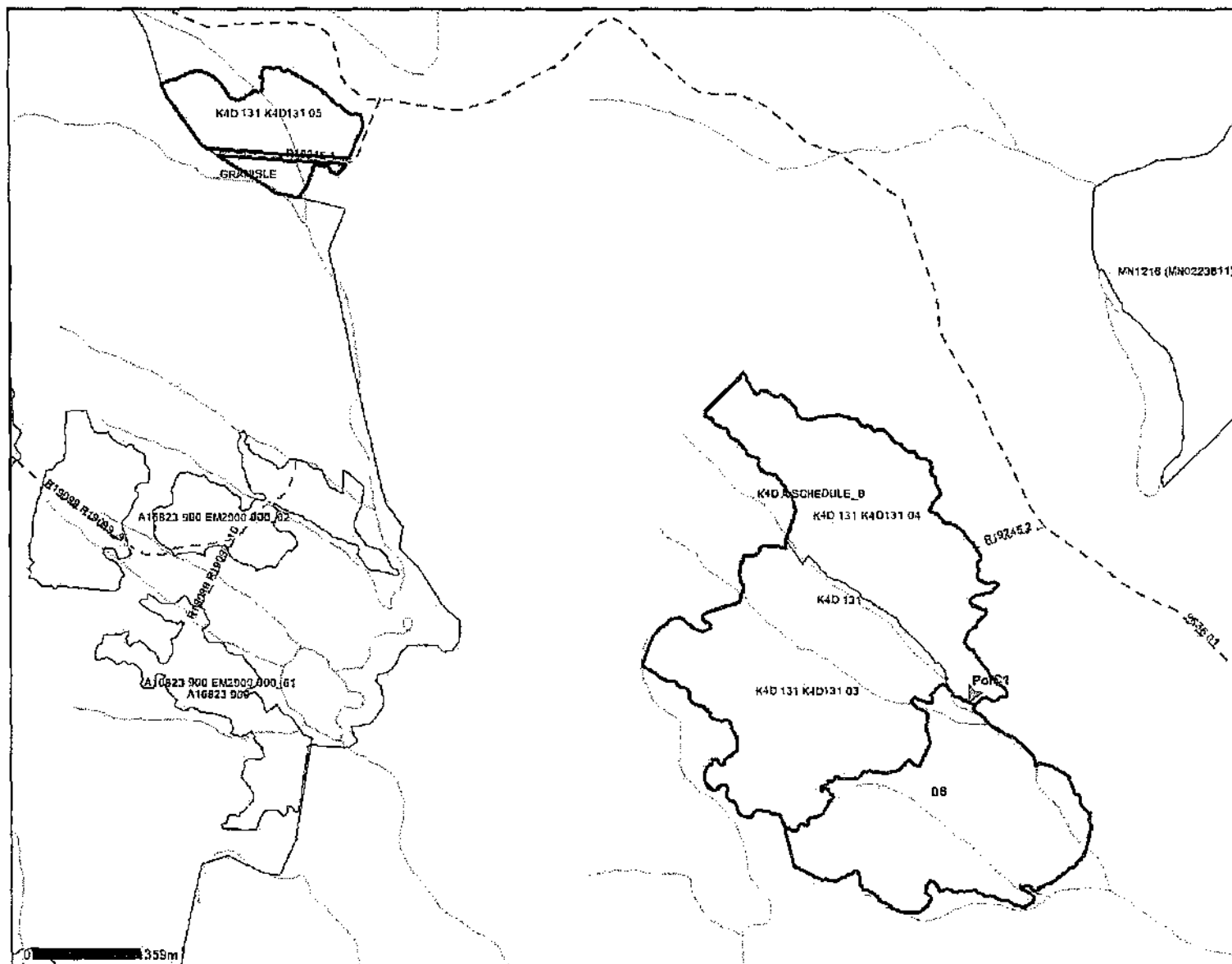

for Josh Pressey, RPF
District Manager
Nadina Resource District

cc: Nadina File
Compliance and Enforcement





MAP OF : K4D CP 131 Amendment # 2 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DND	TSA : 20 LAND DISTRICT : RANGE 5 COAST DISTRICT	PULPWOOD AGREEMENT :	MGT UNIT TYPE : COMMUNITY FOREST MGT UNIT NO :
ESF SUBMISSION ID : 1252546 BCGS MAPSHEET NO : 93L.089	SCALE : 1:20000 at A Size Area (Ha): 144.033	UTM : 9 NAD : NAD 83	DRAWN BY : FTA DATE : Sep 30, 2013



Legend

	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

06 (39.771 Hs)
ProjC1 UTM9 577888, 6080710



File: 19460-25 K4D Cut control

July 6, 2016

Babine Lake Community Forest Ltd
Box 272
Granisle, BC V0J 1W0

Dear Board of Directors:

Presented below is your cut-control position from 2011 until December 31, 2015. You will be starting a new cut control period on January 1, 2016. Your Annual Allowable Cut is considered to be 6,088 for the first year and then 10,088 per year for the next four years of your license. Your AAC commencing on January 1, 2016 must still be determined by approval of a new management plan. In the interim your annual cut will continue to be considered at 10,088 for the purpose of annual rent billing.



K4D Cutcontrol 2011-2015

	2011	2012	2013	2014	2015
AAC	6,088.00	10,888.00	10,088.00	10,088.00	10,088.00
Timber Harvest	-	23,884.75	24,232.10	0	0
Over Cut from Previous Period	N/A				
Scaled but Not Billed (end of period only)					
None Pine Harvest					
Compliance with Partition					
Running Total of Cutcontrol	-	23,884.75	48,116.85	48,116.85	48,116.85
	6,088.00	16,976.00	27,064.00	37,152.00	47,240.00
% of total Cutcontrol	0%	141%	178%	130%	102%

If you have any questions please feel free to contact me.

Yours truly,

John Illes
Resource Manager
Nadina District



File: 19460-25 K4D Cut control

July 6, 2016

Babine Lake Community Forest Ltd
Box 272
Granisle, BC V0J 1W0

Dear Board of Directors:

Presented below is your cut-control position from 2011 until December 31, 2015. You will be starting a new cut control period on January 1, 2016. Your Annual Allowable Cut is considered to be 6,088 for the first year and then 10,088 per year for the next four years of your license. Your AAC commencing on January 1, 2016 must still be determined by approval of a new management plan. In the interim your annual cut will continue to be considered at 10,088 for the purpose of annual rent billing.



K4D Cutcontrol 2011-2015

	2011	2012	2013	2014	2015
AAC	6,088.00	10,888.00	10,088.00	10,088.00	10,088.00
Timber Harvest	-	23,884.75	24,232.10	0	0
Over Cut from Previous Period	N/A				
Scaled but Not Billed (end of period only)					
None Pine Harvest					
Compliance with Partition					
Running Total of Cutcontrol	-	23,884.75	48,116.85	48,116.85	48,116.85
	6,088.00	16,976.00	27,064.00	37,152.00	47,240.00
% of total Cutcontrol	0%	141%	178%	130%	102%

If you have any questions please feel free to contact me.

Yours truly,

John Illes
Resource Manager
Nadina District

File: 280-30
Ref: 123098

APR 01 2010

His Worship Mayor Frederick Clarke
Village of Granisle
P.O. Box 128
Granisle, British Columbia
V0J 1W0

Dear Mayor Clarke:

Thank you for your letter of December 18, 2009, expressing interest in applying for a Community Forest Agreement and another letter of February 17, 2010, from you and Chief Wilf Adam of Lake Babine Nation discussing your partnership in this venture.

Under the authority of Section 43.51 (1)(b) of the *Forest Act* and in accordance with Section 6 of the Community Tenures Regulation, I hereby invite an application for a Community Forest Agreement of a harvest level 5,000 m³/year for the Village of Granisle. Gerry MacDougall, District Manager of the Nadina Forest District, will forward the detailed requirements for the application, in due course. Please take notice of the following:

- The Community Forest Agreement would be for a term of 25 years.
- The allowable annual cut and the boundaries of the Community Forest Agreement must be approved, in writing, by the District Manager—Nadina Forest District before the application is submitted.
- The invitation to apply for a Community Forest Agreement is valid for a period of 120 days after receipt of the detailed application requirements. If an application is not received by that time, the invitation to apply for a Community Forest Agreement will be void. An extension to this period may be granted. A request for an extension must be made in writing to the Regional Executive Director—Northern Interior Forest Region at least 14 days prior to the expiry of the term.

I look forward to reviewing your application for a Community Forest Agreement and your partnership agreement with the Lake Babine Nation.

Page 1 of 2

Mayor Frederick Clarke

Sincerely,

A handwritten signature in dark ink, appearing to read 'Pat Bell', written in a cursive style.

Pat Bell
Minister

pc: Bill Warner, Regional Executive Director, Northern Interior Forest Region
Gerry MacDougall, District Manager, Nadina Forest District
Chief Wilf Adam, Lake Babine Nation