

# The Village of Fraser Lake



## Community Forest Agreement Management Plan

Prepared by:  
La Pointe Consulting Ltd.  
February 16 2017

*Updated May 2017*

Submitted by:  
Chief Administrative Officer,  
Rodney Holland

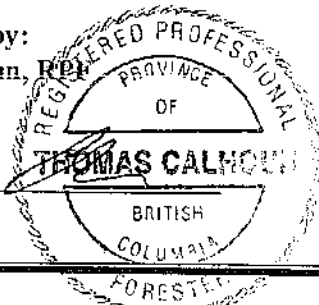
Signature

Approved by:  
Mayor Dwayne Lindstrom

Signature

Approved by:  
Tom Calhoun, RPA

Signature



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## Attachments.

Q: Timber Supply Analysis Update Report

## Introduction

The Community Forest Agreement (CFA) was the product of a series of discussions with government and industry based on an identified need for the Village of Fraser Lake (VFL) to be more involved in the forest industry. Pursuant to Section 43.5 (1.1) of the *Forest Act*, the Ministry of Forests, Lands and Natural Resource Operations invited VFL to apply for a CFA over Crown land that could provide for an Allowable Annual Cut (AAC) of approximately 48,000 m<sup>3</sup>.

The CFA location is identified on the key map shown in Attachment D.

The majority of the area for this CFA came from the operating areas of Fraser Lake Sawmills, a division of West Fraser Mills, operating near the Village of Fraser Lake. The CFA area was selected based on discussions between VFL, the Ministry of Forests, Lands and Natural Resource Operations and Fraser Lake Sawmills over a period of more than four years. All parties had input into the analysis process and the proposed candidate landbase.

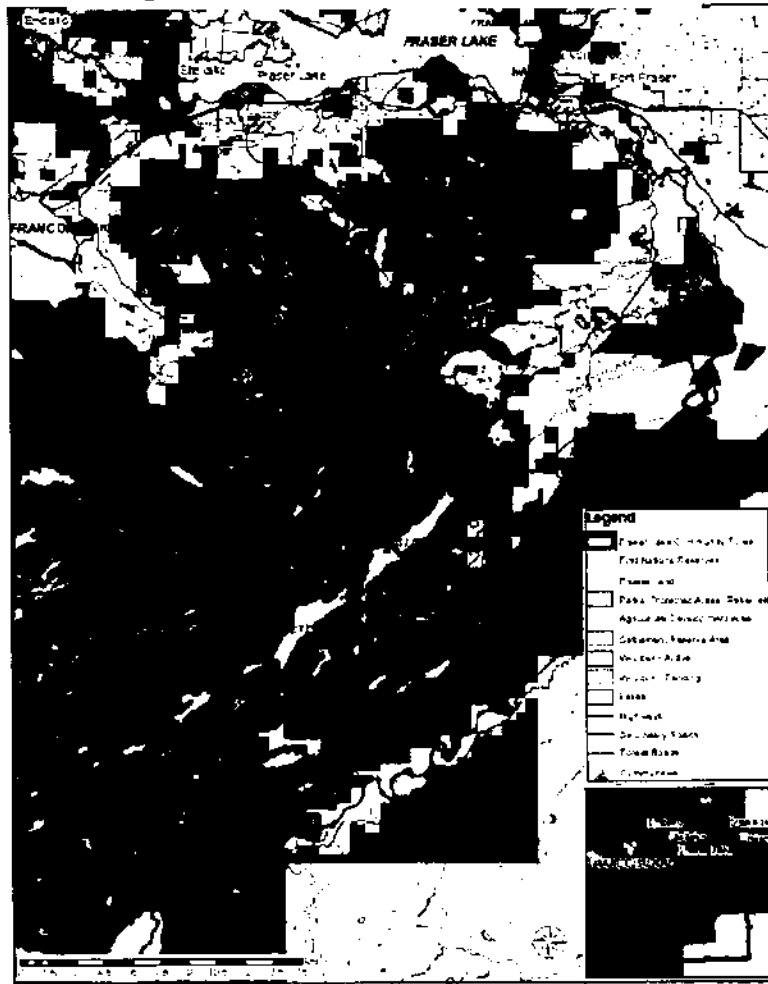
The District Manager for the Vanderhoof Forest District confirmed his acceptance of the area on February 10, 2017 (Attachment F)

VFL regards the acquisition of a CFA as an integral component of their long-term economic and social goals for its members. The CFA will contribute employment and financial benefits to the community. The financial benefits will be used to increase the capacity of the Village to provide services, amenities and infrastructure that will be used by community members and residents of the adjacent communities and the tourists who visit Fraser Lake.

Community forest benefits have attendant responsibilities. These include management of the forest and non-forest resources to meet both legislative requirements and cultural, environmental, social, and financial goals.

The Management Plan describes resource management objectives and the strategies for achieving the stated objectives. The Plan will be consistent with the Fraser Lake Sawmill Forest Stewardship plan. This plan is updated for current BC Provincial legislation and regulatory changes as needed.

## Village of Fraser Lake Community Forest



## 1. Statement of Goals and Guiding Principles

VFL has developed a theme for the CFA that is consistent with the community's objectives. They see the CFA as the means to begin a stronger role in

“Managing Our Forest Resources for Growing Our Community”

The management guiding principles can be summarized in these statements:

### **Vision:**

The Fraser Lake Community Forest will strive to enhance community stability, provide local employment and maximize the use of our forest resources. We envision a professional and profitable business within a framework of sound environmental stewardship, protection of cultural values, and exchange of information and ideas. The Fraser Lake Community Forest is committed to ensuring benefits for current and future generations while practicing good stewardship of the forest land base. We are a community focused on the health of our forests now and for the future.

### **Mission:**

Our mission is to work with the forest community to create resource based opportunities, improve use of fibre from damaged and low value forests while improving habitat for wildlife and recreational access. We will provide opportunities to land management and the development of ideas that lead to improved sustainability of our forests. These activities will build the capacity and sustainability of our community.

### **Values:**

Our values include support of healthy ecosystems, long term forest stewardship, maximizing the use of fibre, promoting local employment, innovation, partnerships, water quality, recreation, and respect for wildlife, public support and consultation. The Fraser Lake Community Forest will strive to improve the quality of life for persons in our region while managing the social, economic and ecological aspects of a sustainable forest.

The CFA will be managed using the best technology and training available to ensure that the objectives are met. The VFL will work with local forest industry, other local stakeholders and government agencies to facilitate developing the necessary relationships to assure the CFA results are achieved. The primary planning will be completed by Fraser Lake Sawmills under the agreement established between the two parties.

## **2. Management Objectives**

The VFL goals and objectives for the Community Forest Agreement are to:

1. Establish and maintain a healthy and productive working forest that provides economic, social, cultural, and environmental benefits to current and future generations living in Fraser Lake and the surrounding area.
2. To fully realize the optimal potential of the forest lands to host a diversity of viable economic activities with an emphasis on local employment, while maximizing local value-added opportunities which contribute to the long-term strength and diversity of the Fraser Lake economy.
3. To create and administer the community forest in a business-like manner and to ensure financial self-sufficiency, and generate a fair rate of return on investment.
4. To encourage and advance a sustainable, and profitable non-timber harvest sector.
5. To undertake progressive forest management practices that protect ecosystems, work to maintain or improve water quality, respect wildlife, promote forest regeneration, and which ensure a sustainable base that allows long-term benefits.
6. To ensure our logging plans are consistent with our Mission, Vision, Values and guiding principles, planning activities will provide details of how we plan to meet our goals of maximizing the use of fibre, promoting local employment, innovation, partnerships, water quality, recreation, and respect for wildlife.
7. To restore the capacity of forest lands to contribute economic benefits.
8. To provide the local community with long term access to a land base and associated forest resources.
9. To promote partnerships between aboriginal and non-aboriginal people where all people and their values and priorities are respected.
10. Management is conducted in an open and honest manner with respectful consideration of varying community perspectives.

These objectives are consistent with the Fraser Lake Sawmills Forest Stewardship Plan.

## **3. Management Strategies**

The strategies to achieve the goals described in Section 2 are set out below.

### **i. Enhance the Economic and Social Objectives of VFL**

The CFA forest landbase contains sufficient inventory and productive capacity to provide for an unconstrained long timber harvest level yield ) of 58,647 m<sup>3</sup> and constrained allowable annual cut (AAC) of 47,970 m<sup>3</sup> on the community forest land base (CFLB) of 21,039 ha (as outlined in Section 5) taking into consideration operational constraints to account for concerns raised during the Vanderhoof LRMP

process. It is possible to operate on a year-round basis, except for two to three months during spring breakup, thus providing community members with stable annual employment. The stable long run AAC provides for long-term employment.

We recognize the Regional Executive Director, delegated by the Minister, determines the allowable cut for the CFA. However, through this Management Plan, we would like to propose the following: With reference to the timber supply analysis, we would like to propose an annual allowable cut of 85,930 m<sup>3</sup> in the first 5 year cut control period to maximize the salvage of mountain pine beetle damaged timber prior to the timber losing its merchantable value. During the next 50 years of AAC, we would like the Regional Executive Director to consider an average of 12,220 m<sup>3</sup>. We believe this will allow immature areas in the CFA timber profile to mature and reach merchantable harvest size. After the 56<sup>th</sup> year, our projections suggest the Long Term Harvest Level could reach 47,970 m<sup>3</sup> per year. It our hope, the Regional Executive Director agrees with our analysis. The actual volume harvested in any one year will fluctuate depending on a number of influences, such as timber markets, needs of the community, and weather events.

The timing and location of harvest will be established each year in an operating plan developed with Fraser Lake Sawmills and the VFL.

The Business Plan provides a financial operating summary for delivery of forest management activities. It also provides for support for training and capacity building that will assist in the development of community members. This will assist in management of the resources for long term sustainability of the CFA. The timber supply will also supply work opportunities for the many businesses in our community which benefits the VFL.

Once the CFA has been granted and operations are functioning smoothly, the VFL will initiate studies to determine if there are other businesses that it might provide even better opportunities for the community members.

#### ii. Employment of Sound Forest Practices:

The appropriate level of harvest is related to the current timber inventory, the growth capacity of the land, and the social, cultural, and environmental considerations of the CFA landbase. These issues are outlined in more detail in the Vanderhoof Land and Resource Management Plan and will be more fully considered in the preparation of the CFA Operational Plan. The AAC rationale provided in Section 5 also provides an analysis which confirms the Long Term Harvest Level (LTHL).

VFL accepts that the current Ministry of Forests, Lands and Natural Resource Operations inventory meets the needs for CFA operational forest planning. There are some suggestions listed in the Timber Supply Analysis Update for this Management Plan (See Section 5), however, VFL does not anticipate gathering additional forest inventory information during the initial 5 year term of the CFA except to meet operational requirements.

When it is strategically appropriate to review and to update the inventory information, VFL will employ that information in its planning.

A new Operational Plan (OP) will describe how and where the operable forested lands will be harvested each year. Timber harvest operations will have an emphasis on recovering mountain pine beetle damaged stands and new insect attacked stands. Over time the community forest OP will move towards other mature and over mature timber stands. Priority will be placed on new insect (green) attacked. Secondary priority will be placed on salvage of damaged (ie previously killed MPB killed stands, windthrown stands, etc. to ensure recovery of maximum value from the timber resource (see Section 6.2). Most of the activity will be focused on the higher site index lands where forest productivity is highest. On areas where operable stands are scattered and productivity is minimal, other attributes will be emphasized.

Special management practices will be applied to environmentally sensitive areas, such as riparian areas (creeks or lakeshores), identified wildlife, traditional use, or visually sensitive areas. Harvesting will be undertaken with the potential to enhance wildlife values and create a suitable environment for the growth of berries and other botanical products traditionally used.

Reforestation and management of new forests following harvesting, in accordance with current provincial regulations will ensure the sustainability of forest harvesting will continue.

In areas that have not been harvested, but are now composed of diseased and overmature trees, there may be other forest management opportunities. Where there are trees that have fallen out of the stand and now lie on the forest floor as dead logs, they may be salvaged, or left as sources of woody debris for environmental benefits.

If an area has created an immense fire hazard, assessment will be made, prescriptions prepared, and, subject to funding, activities undertaken to reduce fire risk.

The maintenance of the timber land base will be supported by a Fire Preparedness Plan and a forest health monitoring and protection plan to be outlined in the operating plans. These plans will be consistent with the new Forest and Range Practices Act and be reviewed with the appropriate government agency.

### iii. Protect First Nation Cultural and Spiritually Sensitive Areas

The VFL CFA has had a history of First Nation presence. VFL will maintain a special relationship with these First Nation communities in consultation and accommodation to ensure their culture and heritage is considered in all operating plans.



Cultural features identified in structured survey procedures, such as the Vanderhoof Forest District Archaeological Overview Assessments (AOA), Archaeological Impact Assessments (AIA), or other survey levels as determined appropriate by the VFL. Protection will be developed through site-specific operational prescriptions. The procedures will be consistent with government requirements.

On areas known to support the growth of berries and medicinal plants traditionally used by First Nations peoples, an enhanced level of management will occur in order to sustain the supply of these plants and products.

The record of all information gathered by the VFL will be maintained by the VFL. A communication system will be developed with the Ministry of Forests, Lands and Natural Resource Operations to maintain or record information in a suitable manner.

#### iv. Maintain or Enhance Relationships with Other Communities

VFL have also been, and will continue to be, active in discussions with the public, community business, and other organizations, to communicate management and operational strategies effectively.

VFL believes that the local economy will be strengthened, as locally based companies will be providing CFA loggers and truckers with the supplies and services necessary to carry on their business. The business relationship developed with Fraser Lake Sawmills establishes who will manage the day to day forest harvesting and related affairs of the CFA.

VFL has a contact list for other tenure holders who operate in the community forest area. They too will be provided the opportunity for input into operational plans communication process.

The Operational Plan will contain more detail for describing operational areas. Harvest, access and silviculture plans will provide much more detail.

## 4. Resource Inventories

The CFA area lies within the bounds of the Prince George Timber Supply Area (TSA) and wholly within the Vanderhoof Forest District. Fraser Lake Sawmills has, and the VFL may also need, a data exchange agreement with the Ministry of Forests, Lands and Natural Resources Operations to ensure access to existing information is available to support planning and resource inventory needs. The Vanderhoof LRMP database will also be used by VFL.

The proposed area includes 21,039 hectares. Table 1 is taken from the Timber Supply Analysis Update report (See Attachment Q).

Table 1 Village of Fraser Lake Net Downs for AAC Rationale

Scenario	Total Area (ha)	CFLB (ha)	NHLB (ha)	THLB (ha)	LRSY (m <sup>3</sup> /yr)	LTHL	MAI (m <sup>3</sup> /ha/yr)
Planning cells D099d, D102, D103d, D133a and D133b	21,039	18,525	4,365	14,160	58,647	47,970	4.14

Inoperable lands within the proposed CFA are primarily confined to excessively steep, rocky slopes above 40%. In many cases the environmentally sensitive areas within the CFA area overlap these inoperable areas.

The CFA area is in the Natural Disturbance Type 3 (NDT3) zone which has frequent disturbances from fire, wind, insects etc that initiate new forest cover. The Vanderhoof LRMP summarized the history in this forest type as:

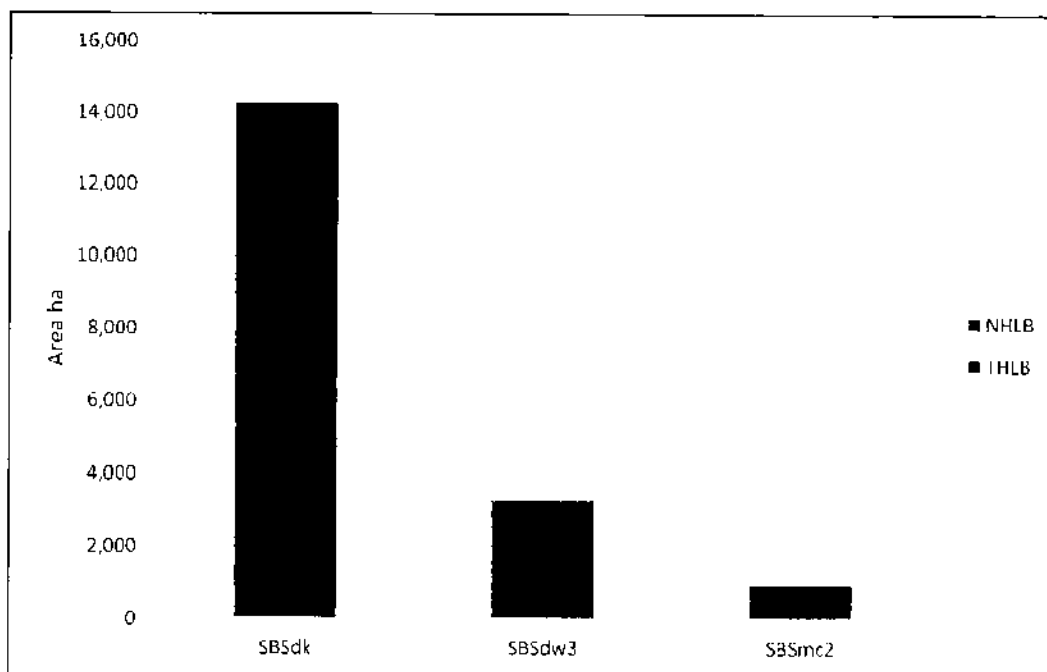
Historically, the forest ecosystems in this area experienced frequent wildfires, ranging from small spot fires to huge conflagrations burning thousands of hectares. Natural burns occurred every 100 to 150 years, and usually contained unburned patches of mature forest that were missed by the fire. Consequently, the forest fires produced a landscape mosaic of even-aged forests of all shapes and sizes, containing mature forest remnants. Douglas-fir is the most fire resistant tree species in this area and often is key to determining the amount and distribution of the mature forest remnants. Single veteran Douglas-fir trees can be up to 500 years old. In addition to forest fires, there were also frequent outbreaks of defoliating insects, root diseases and wind throw events which resulted in dead trees, decaying logs and gaps in the forest cover. Wetland areas within the forest landscape provide special habitat characteristics not found in the upland areas.

The CFA has three Biogeoclimatic Ecosystem Classification (BEC) subzones. The Ministry of Forests, Lands and Natural Resource Operations (MFLRNO) defines this classification system as a hierarchical classification system of ecosystems that integrates regional, local and chronological factors and combines climatic, vegetation and site factors. Ecological site identification consists of collecting accurate site, soil, and vegetation information, and then using the various tools and descriptive material presented in the guide to identify the site unit that best fits the information collected. The development of an appropriate management prescription depends on accurate site description and other site-specific data (e.g., slope gradient, soil texture), as well as correct site unit identification. Combining site identification with the collection of site, soil, and vegetation data provides the most complete ecological description of the site.

A graphical representation of this information is presented below. Chart 1 below from the Timber Supply Analysis Update report shows a more detailed breakdown.

**Chart 1**  
**Productive Forest Land Summary by**  
**Biogeoclimatic Ecosystem Classification**

The study area is located entirely within the natural disturbance type (NDT) 3 with the majority of the forest in the SBS dk BEC variant at 14,278 ha. SBS dw3 and SBS mc2 cover 3,283 ha and 964 ha correspondingly.



**Area summary by NDT and BEC**

NDT	BEC	CFLB	THLB	NHLB
3	SBSdk	14,278	10,899	3,378
3	SBSdw3	3,283	2,586	697
3	SBSmc2	964	675	289
Total		18,525	14,160	4,365

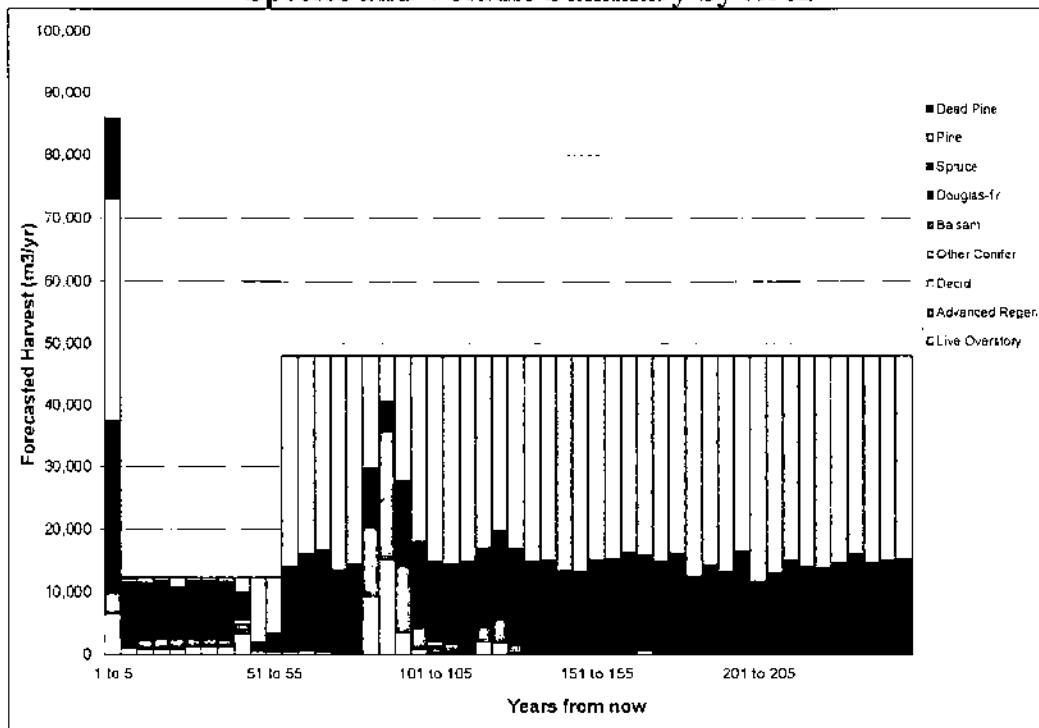
The ecosystems listed are BEC subzones or variants:

- SBSdw3 – Stuart dry warm spruce subalpine fir subzone;
- SBSmc2 –Babine Spruce Balsam moist cool mid-elevation;
- SBSdk –dry cool sub-boreal spruce;

More information on these ecosystems can be found in the publication: MacKinnon, A., C. DeLong and D. Meidinger, 1990. A field guide to site identification and interpretation of the ecosystems of the northwest portion of the Prince George Forest Region. B.C. Min. For., Victoria, BC. Land

A graphical projection of the anticipated species harvested over time is provided in Chart 2.

**Chart 2**  
**Species and Volume Summary by Area**



VFL is satisfied with the current forest inventory. There are no plans to undertake any additional inventory at this time.

## 5. Proposed Harvest Rates

### 5.1 The Allowable Annual Cut

A LTHL target AAC of 47,970 m³/year has been set for this licence based on inventory information, and discussions with the MFLNRO staff, the local forest industry, and the VFL to account for operational constraints.

A map was prepared showing an estimated area that could accommodate that volume. Then a detailed analysis of the CFA forest inventory information provided by the Ministry of Forests, Lands and Natural Resource Operations was prepared by Forest Ecosystem Solutions Inc, using timber supply analysis principles accepted by the Ministry of Forests, Lands and Natural Resource Operations. The result was the proposed area met the AAC objectives.

The details of the analysis are in the Timber Supply Analysis Update report in Attachment Q.

## 5.2 Sustainability

Maintaining sustainable forest harvest levels is proposed through matching harvest levels to the AAC of the CFA. The utilization standards to be used will be consistent with the the Ministry of Forests, Lands and Natural Resource Operations Close Utilization policy so that Cut Control and AAC are consistent over time period. See Section 6.3.

VFL proposes to manage its activities so that there is an expected flow of benefits from the resources to VFL, its members, the local communities through its suppliers and its customers, and to the Province of BC through payment of stumpage, annual rent, and other charges as appropriate.

## 5.3 Botanical Forest Products

No botanical forest product inventory is planned at this time. These landbased resources are currently unregulated and will not be managed commercially by VFL under this management plan.

# 6.0 Resource Planning

## 6.1 Background

The VFL has an agreement with Fraser Lake Sawmills to have the CFA work within the terms for the Fraser Lake Sawmills Forest Stewardship Plan. Resource planning will conform to that Forest Stewardship Plan, and thereby have operations consistent with the Vanderhoof LRMP and legislative requirements for the province of British Columbia.

The MFLNRO completed a Vegetation Resource Inventory in the year 2000. This is the basis for projections of the current inventory, and, with the constraints supplied through the LRMP and local knowledge provided by Fraser Lake Sawmills forestry staff, allowed the completion of the Allowable Annual Cut modeling to match the area and the volume targets for the CFA.

A brief description of key planning constraints are outlined below.

## 6.2 Priorities and Methods for Timber Harvesting

VFL will prioritize harvest areas based on a combination of the following factors:

- a. Priority: First priority stands are the current insect attacked or diseased stands. Secondary priority stands are those that are damaged (i.e., older MPB attacked, by fire, or wind, etc.) and still economically salvageable.
- b. Species: Coniferous species will be harvested. Deciduous species will be considered for harvest if economically viable.
- c. Maturity: Timber harvest age will exceed the schedule as set out by the MFLNRO in the Prince George TSA.
- d. Size: Tree diameter and height will meet or exceed the merchantable size limits as set out by the MFLNRO in the Prince George TSA.
- e. Accessibility: The most accessible will be harvested first.
- f. Marketability and price: Different species command different prices at different times. Economic opportunities will be maximized.

The method of harvest will fit the harvest site prescription. Most harvest areas are expected to have characteristics that allow employment of conventional ground skidding equipment. However, if priorities require that non-conventional harvest systems will be needed to meet forest protection objectives, suitable equipment will be employed to meet these objectives.

### 6.3 Timber Utilization Standards

VFL will use the MFLNRO current standard timber utilization specifications.

### 6.4 Silviculture

VFL accepts responsibility for meeting basic reforestation requirements of any areas harvested within the CFA. There should be no MFLNRO silviculture deposit required as this licence is expected to become a longer-term agreement with the resources available to meet the obligations. VFL will manage the cash flow along with Fraser Lake Sawmills.

VFL looks forward to the opportunity to employ funds provided by the federal or provincial government funding agencies to invest in enhanced reforestation activities.

### 6.5 Botanical Forest Products

VFL is not proposing to harvest botanical forest products on a commercial basis. These landbased resources are currently unregulated and will not be managed commercially by VFL under this management plan.

### 6.6 Protection and Conservation of Non-Timber Values

The Vanderhoof District LRMP has developed strategies to address protection and conservation of non-timber values. The CFA feature maps (Attachment D) to identify and assist in the management of significant non-timber features. These features are

listed as, but not limited to:

- a. Visual quality
- b. Biological diversity
- c. Environmental Sensitive Areas
- d. Community Watersheds
- e. Recreation resources
- f. Soils
- g. Range
- h. Wildlife
- i. Water
- j. Fish Habitat
- k. Riparian and Lakeshore Management Zones
- l. Protected Areas

Details on the management for any of these features where harvesting is proposed will be described in the cutting authority site plan. The current forest industry standard methods of protection of these non-timber attributes will be applied.

## 6.7 Forest Protection

VFL accepts responsibility for providing basic forest resource protection levels on the CFA. VFL will provide the following:

- a. Fire Preparedness Plan by April 1 of each year after the award of the tenure.
- b. VFL will attempt to maintain pests at endemic levels by monitoring and preventing conditions that would lead to a build up and spread of pests. Efforts will be coordinated with MFLRNO Vanderhoof District forest health officer. If any unaddressed problems areas are identified, that are operational feasible, VFL will amend its plans to address the problems (i.e., salvage of current beetle-infested timber) on a priority basis.
- c. Access to its trained personnel and equipment resources.

The VFL will provide wildlife tree retention areas within the protected areas within the CFA area in strategic locations, or with each cutting permit identified, to meet its legal requirements.

## 6.8 Road and Access Management

Road construction, maintenance, rehabilitation and deactivation activities will be done in compliance with current MFLNRO guidelines, and other legislation and regulations which apply to the CFA. The Vanderhoof Forest District Access Management Plan will also provide guidance.

Notification of proposed road construction will be made to the public at its annual operations report meetings coordinated by the VFL. Notification of proposed road deactivation will be made through local newspaper advertisements for the general public if required.

#### 6.9 Consultation and Notification

Consultation and notifications will be made by letter or personal communication to notify licenced stakeholders, resource users and the public of planned activities 30 days prior to the beginning of operations where feasible. VFL will comply with government referral procedures.

VFL will conduct an annual Open House to review operations that occurred in the past year and to discuss operations proposed for the next year. This will assist meeting community values in the CFA management.

VFL has an established working relationship with the the Stellat'en andNadleh, who have traditional territories which overlap the CFA area. VFL will notify and review proposed activities directly with those communities one month prior to the start of the activity.

Suggestions that improve resource management techniques or achievement of results, received through the referral process, will be evaluated and used if appropriate.

#### 6.10 Culture and Heritage Values

The CFA operations will be managed in accordance with Provincial Government policies and legislation. The Vanderhoof Forest District has conducted high level Archaeological Overview Assessments to identify areas of High Archaeological Potential. Areas identified under this overview will be avoided until an assessment has been carried out to confirm the sensitivity of the area and, if possible, identified a strategy to avoid damage of significant values if operations are proposed.

Areas that were not identified in the Overview but are made known through consultation with First Nations or community members or found during operations or other field surveys, will be avoided until an assessment can be completed.

#### 6.11 Agency Referrals

VFL will utilize the resources and expertise made available by the federal and provincial agencies to assist meeting their objectives. Proposals will be referred to the appropriate agencies to ensure compliance with regulations and policies.





**COMMUNITY FOREST  
AGREEMENT K5E**

Ministry of  
Forests, Lands and  
Natural Resource Operations

**THIS AGREEMENT**, dated for reference **August 1, 2017**.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the DISTRICT MANAGER,  
MINISTRY OF FORESTS, LANDS AND  
NATURAL RESOURCE OPERATIONS  
1560 HWY 16 EAST  
PO BOX 190  
VANDERHOOF, BRITISH COLUMBIA  
V0J 3A0  
Phone: (250) 567-6363 Fax: (250) 567-6370  
EMAIL: Address  
(the "District Manager")

**AND:**

MUNICIPAL CORPORATION  
VILLAGE OF FRASER LAKE  
PO BOX 430  
FRASER LAKE, BRITISH COLUMBIA  
V0J 1S0  
Phone: (250)699-6257 Fax: (250)699-6469  
EMAIL: rjholland@fraserlake.ca  
(the "Agreement Holder")

**WHEREAS:**

- A. The Minister invited the Village of Fraser Lake to apply for a Community Forest Agreement on March 1<sup>st</sup>, 2013.
- B. The Parties have entered into this Community Forest Agreement (the "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:

## **0.0 AGREEMENT**

0.01 This Agreement is a Community Forest Agreement under the *Forest Act*.

## **1.00 GRANT OF RIGHTS AND TERM**

1.01 The term of this Agreement is **25 years**, beginning on **August 1, 2017**.

1.02 Subject to the provisions of the *Forest Act* and this Agreement, the Minister grants the Agreement Holder:

- (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 Each year during the term of this Agreement, in accordance with section 49.1 of the *Forest Act*, the Minister may dispose of Crown timber referred to in Subparagraph 1.02(a) through free use permits to persons other than the Licensee up to a volume not exceeding one half of one percent (0.5%) of the portion of the allowable annual cut otherwise available under this Agreement from Schedule "B" Land.

1.04 The Crown timber disposed of under Paragraph 1.03 shall be taken from areas determined by the District Manager under Paragraph 1.05.

- 1.05 The District Manager will determine areas for the purposes of Paragraph 1.04 of this Agreement having regard to:
- (a) the type and quality of timber and the type of terrain on the area of Schedule "B" Land under consideration compared to the Schedule "B" Land as a whole;
  - (b) the management plan in effect under this Agreement and the forest stewardship plan approved in respect of this Agreement;
  - (c) any potential interference with the operations of the Agreement Holder under this Agreement;

- (d) rights being exercised on the agreement area by persons other than the Agreement Holder including trappers, guide outfitters, range tenure holders, and other authorized resource users; and
- (e) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area.

## **2.00 OTHER CONDITIONS AND REQUIREMENTS**

- 2.01 Subject to Paragraph 2.02, 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.
- 2.02 Paragraph 2.01 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.
- 2.03 Subject to Paragraph 2.04, the Agreement Holder will not harvest timber from Schedule "A" or "B" Lands except in accordance with a road permit associated with this Agreement, a cutting permit issued to the Agreement Holder or as otherwise authorized under the forestry legislation.
- 2.04 Subparagraph 2.03 does not apply to:
  - (a) the harvest of timber from a reserve as defined under the *Indian Act (Canada)*; or
  - (b) the harvest of timber from a corridor of land no greater in width than that required to construct a road and which is undertaken as part of the construction of a road on the private land.

- 2.05 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.
- 2.06 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.
- 2.07 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.
- 2.08 The Agreement Holder, in conducting a formal public meeting(s) under Paragraph 2.07 will:
  - a) actively promote ongoing public awareness of the community forest activities and governance processes, and
  - b) report on the Agreement Holder's performance in relation to the values, principles and goals referred to in subparagraphs 6.02 (i), (j) and (k) of this Agreement.

### **3.00 TIMBER VOLUME CHARGED TO THE AGREEMENT**

- 3.01 The definition of volume of timber harvested under Part 4, Division 3.1 of the *Forest Act* applies to timber harvested under this Agreement.
- 3.02 The determination of the volume of timber harvested under this Agreement includes the volume of waste determined under Part 5.00 of this Agreement.
- 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 Part 4, Division 3.1 of the *Forest Act* (the "Cut Control Provisions") applies to this Agreement.
- 4.02 For the purposes of the application of the Cut Control Provisions to this Agreement, this Agreement is deemed to be a licence defined under section 75.4 (1) of the *Forest Act*.

## **5.00 WASTE ASSESSMENT**

- 5.01 The Agreement Holder must conduct a waste assessment of the volume of merchantable Crown 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 either Paragraph 5.01 or 5.03 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 5.03 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 If a waste assessment is conducted under Paragraph 5.04, the volume of waste determined by that assessment will be the volume of waste determined under Part 5.00 of this Agreement for the purpose of Paragraph 3.02.
- 5.05 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 Executive Director or District Manager on a date specified by the Regional Executive Director or District Manager in a notice given to the Agreement Holder. The Goals of the Community Forest Program can be accessed on the Forest Tenures public website or by contacting your local government office.
- 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 Executive Director 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 otherwise agreed to in writing 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 Executive Director 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 an 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 Executive Director or District Manager;
  - (g) propose management objectives for the Community Forest Agreement area regarding the harvesting, management of, and the charging of fees for botanical forest products and other 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 botanical forest products and other prescribed products listed in Schedule "C", including:
    - (i) trappers, guide outfitters, range tenure holders, and other authorized 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 the values or guiding principles to be applied to the management of the Community Forest Agreement area,
  - (j) contain the broad social, economic and resource management goals proposed for the Community Forest Agreement area,
  - (k) identify the linkage between the Agreement goals and the goals set by government for Community Forest Agreements, and
  - (l) include a plan for annual reporting out to the community on the performance in relation to the values, principles and goals referred to in Subparagraphs 6.02 (i), (j) and (k).
- 6.03 If satisfied that the proposed management plan meets the requirements of Paragraph 6.02, the Regional Executive Director or District Manager will, in a notice given to the Agreement Holder, approve the proposed management plan, subject to such conditions as the Regional Executive Director or District Manager consider necessary or appropriate.
- 6.04 If the Regional Executive Director or District Manager does not approve a proposed management plan under Paragraph 6.03:
- (a) the Regional Executive Director or District Manager will specify in a notice given to the Agreement Holder the reason why the proposed management plan was not approved; and



- (b) on receipt of the notice referred to in Subparagraph (a), the Agreement Holder must, within 30 days, or an alternative period of time specified in the notice submit, a new or revised proposed management plan to the Regional Executive Director or District Manager for approval.
- 6.05 Subject to Paragraph 6.06, a management plan in effect under this Agreement will expire 90 days after the date on which a proposed management plan is required to be submitted under Paragraph 6.01.
- 6.06 If:
  - (a) the Regional Executive Director or District Manager, does not issue a notice under either Paragraph 6.03 or Subparagraph 6.04 (a) within 90 days of receipt of the proposed management plan, 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 Executive Director or District Manager approves the proposed management plan in a notice under Paragraph 6.03, or does not approve the proposed management plan in 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 Executive Director 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 Executive Director 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 referred to in the Appraisal Manual in effect on the date of the submission of the application for a cutting permit, an application to amend a cutting permit or a road permit, to authorize the Agreement Holder to harvest timber from one or more areas of Schedule "A" or "B" Lands for the portion of the allowable annual cut available to the Agreement holder 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 of Schedule "B" Land to be included in the application under Paragraph 7.01, the Agreement Holder must ensure that data submitted is gathered and compiled according to the 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, , 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) if in the opinion of 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 adverse impact to an aboriginal interest(s) or
  - (b) an infringement of a determined aboriginal right(s), or treaty right(s).
- 7.07 The District Manager may impose conditions in a cutting permit to address an aboriginal interest(s), if in the opinion of the District Manager, issuance of the cutting permit as submitted would result in:
- (a) an adverse impact to that aboriginal interest(s); or
  - (b) an infringement of a determined aboriginal right(s), or treaty right(s).
- 7.08 The District Manager may refuse to issue a cutting permit or an amendment to 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 adverse impact to an aboriginal interest(s) that could not be reasonably accommodated; or
  - (b) an infringement of a determined aboriginal right(s), or a treaty right(s) that cannot 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 of the Schedule "A" or "B" Land in which, subject to this Agreement 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 for Schedule "B" Land 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 those conditions imposed under Paragraph 7.07 and any other condition or provision, consistent with this Agreement and the forestry legislation, 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 An application to extend a cutting permit must be made at least 45 days before the expiry of the cutting permit to the District Manager and in a form acceptable to the District Manager.
- 7.13 A cutting permit is deemed to be part of this Agreement.
- 7.14 All cutting permits in effect that were issued under a Community Forest Agreement that is replaced by this Agreement continue under this Agreement.

## 8.00 ACCESS

- 8.01 Nothing in this Agreement authorizes the Agreement Holder to in any way restrict the right of access to Crown lands by any party.
- 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 Part 1.00 or under any authority granted under the

forestry legislation to use any road referred to in Subparagraph 8.02 (b) for the purpose of exercising rights or fulfilling obligations under that Part or legislation.

- 8.04 The Agreement Holder will not require any payment from a person referred to in Paragraph 8.03 other than a reasonable payment in respect of the actual maintenance costs of the road where allowed under the forestry legislation or as otherwise permitted under forestry legislation.
- 8.05 The Ministry may carry out on Crown lands:
  - (a) silviculture operations the Province is required to carry out under the forestry legislation; and
  - (b) Subject to Paragraph 8.06, any other silviculture operations, provided, in the opinion of the Regional Executive Director, District Manager or Timber Sales Manager, it does not:
    - (i) compromise the management plan in effect under this Agreement or forest stewardship plan approved in respect of this Agreement; or
    - (ii) unreasonably interfere with the Agreement Holder's operations under this Agreement.
- 8.06 Where the Regional Executive Director, District Manager or Timber Sales Manager carries out silviculture referred to in Paragraph 8.05, the Regional Executive Director, District Manager or Timber Sales Manager, as the case may be, will ensure the silviculture is consistent with the intent of the forest stewardship plan and management plan in effect under this Agreement, except where the Regional Executive Director, District Manager or Timber Sales Manager is required to depart from the intent of the management plan because of the requirements pursuant to forestry legislation.
- 8.07 Upon reasonable notice from the Regional Executive Director, District Manager or Timber Sales Manager, the Agreement Holder will provide a Ministry employee with reasonable office and living accommodation on premises owned or operated by the Agreement Holder in or near the Community Forest Agreement area, to enable the Ministry employee to fulfill an obligation or exercise a right under this Agreement.
- 8.08 The Agreement Holder may charge the Regional Executive Director, District Manager or Timber Sales Manager, as the case may be, for costs reasonably incurred in providing the accommodation referred to in Paragraph 8.07.

## **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, including aboriginal 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, including aboriginal title, or treaty right;

the Regional Executive Director 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 Executive Director or District Manager has varied a cutting permit, road permit or other permit 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 Executive Director 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 Executive Director or District Manager has suspended a cutting permit, road permit or other permit 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 Executive Director 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 Executive Director or District Manager has refused to issue a cutting permit, road permit or other permit 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 Executive Director or District Manager, at the request of the Agreement Holder, will issue the permit.

## 10.00 REPORTING

10.01 The Regional Executive Director 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 Province 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 Executive Director or District Manager's management plan approval letter;
- (b) the processing, use or disposition of timber and the botanical and other prescribed 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 Executive Director or District Manager containing the required information.
- 10.03 Subject to the *Freedom of Information and Protection of Privacy Act* and the forestry legislation:
- a. the Regional Executive Director or District Manager will not disclose information provided in confidence and contained in a report submitted under Paragraph 10.02 by the Agreement Holder.
  - b. the Regional Executive Director or District Manager may include information contained in a report submitted under Paragraph 10.02 in a report prepared by the Ministry for public review.
  - c. the Regional Executive Director or District Manager may require the Agreement Holder to make available to the public information contained in a report submitted under paragraph 10.02 and to carry out consultation activities with the public concerning that information as it relates to this Agreement.

## 11.00 FINANCIAL

- 11.01 In addition to any money payable under the forestry legislation in respect of this Agreement, a cutting permit, road permit or other permit associated with this Agreement and issued to the Agreement Holder, the Agreement Holder will pay to the Province, immediately upon receipt of a notice, statement or invoice issued on behalf of the Province:
- (a) stumpage under Part 7 of the *Forest Act* in respect of timber removed:
    - (i) under a cutting permit ; or
    - (ii) under a road permit;
 from Schedule "B" Land at rates determined, redetermined and varied under section 105 of that Act;
  - (b) waste assessments under Part 7.00 of this Agreement, 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 is:



- (a) a municipality or regional district.

### **13.00 LIABILITY AND INDEMNITY**

- 13.01 Subject to Paragraph 13.03, the Agreement Holder must indemnify the Province against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Province 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 Province under Paragraph 13.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Province, in the course of carrying out his or her duties as employee, agent or contractor of the Province; or
  - (b) a person, other than the Agreement Holder, to whom the Province has granted the right to occupy Crown land, in the course of exercising those rights.
- 13.03 The Province 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 Province 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 Province, 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 Province, 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 Executive Director .
- 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 and the Province may suspend or cancel this Agreement.

#### **15.00 WAIVER**

- 15.01 No waiver by the Province of any default or 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 Province 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;
- (c) email address, or
- (d) subject to Paragraph 16.05, sent by facsimile transmission;

to the address, email address or facsimile number, as applicable, specified on the first page of this Agreement, or to such other address, email 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 email;
- (d) if it is given in accordance with Subparagraph 16.02 (d), 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 email or facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

- 16.06 Either Party may, from time to time, advise the other party by notice in writing, of any change of address, email address or facsimile number of the Party giving such notice and, from and after the giving of such notice, the address, email address or facsimile number specified will, for purposes of this Agreement, be considered to be the address, email address or facsimile number of the Party giving such notice.

## 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 Executive Director, District Manager or Timber Sales Manager under this Agreement may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director, District Manager or Timber Sales 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 Executive Director 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 Regional Executive Director or 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.

17.10 This document contains the entire agreement and no additional terms are to be implied.

## 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 Paragraph, Subparagraph, Clause or Subclause is to be construed as a reference to a Paragraph, Subparagraph, Clause or Subclause of the Part, 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) an asserted treaty right(s) or aboriginal right(s), including aboriginal title, or
- b) a determined treaty right(s) or aboriginal right(s), including aboriginal title, which is recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

**“alienated Crown land”** means Crown land which:

- (a) is, as of the effective date of this Agreement, within the area of:
  - (i) a park, ecological reserve or conservancy;
  - (ii) an interest in land registered under the *Land Title Act* and held by the Crown for a conservation, wildlife or environmental management purpose;

- (iii) a lease, licence of exclusive occupation, or timber licence held by a person other than the Licensee; or
- (iv) 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 or returns to the Crown by way of lease, purchase, escheat, reversion, transfer, surrender, cancellation or other process during the term of this Agreement, except as otherwise provided in Schedule B of this Agreement;
- (c) became vested in or returned to the Crown under a process referred to in subparagraph (b) during the term of an Agreement replaced by this Agreement, or a precursor to that Agreement, except as otherwise provided in Schedule B of this or those Agreements;

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

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

**“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 this Agreement;

**“forestry legislation”** includes, but is not restricted to:

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;
- (d) the *Wildfire Act*;

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

**“free use permit”** means a free use permit issued under the *Forest Act* to:

- (a) the Agreement Holder; or
- (b) a person other than the Agreement Holder;

to authorize the harvest of Crown timber within Schedule “B” Land;

**“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”** has the same meaning as described in the Provincial Logging Residue and Waste Measurements Procedures Manual, as amended 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;

**“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 does not include the removal of the timber from those landings or road-sides;

**“Province”** means the Her Majesty the Queen in Right of the Province of British Columbia;

**“road permit”** means a road permit entered into under the *Forest Act* associated with this Agreement;

**“Schedule “A” Land”** means the non-Crown lands held by the Agreement Holder described in 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 *Forest Practices Code of British Columbia Act* associated with this Agreement;

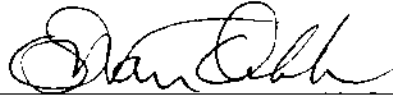
**“waste”** has the same meaning as defined in the Provincial Logging Residue and Waste Measurements Procedures Manual, as amended from time to time.

- 18.03 Unless otherwise provided in paragraph 18.02, if a word or phrase used in this Agreement is defined in the *Forest Act*, the *Forest and Range Practices Act*, the *Forest Practices Code of British Columbia Act*, the *Wildfire Act* or other forestry legislation, the definition in the Act or legislation 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*, the *Forest and Range Practices Act*, the *Forest Practices Code of British Columbia Act*, the *Wildfire Act* or other forestry legislation 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 Minister and the Agreement Holder.

SIGNED on behalf of **Her Majesty the Queen in Right of the Province of British Columbia** by the Minister of Forests, Lands and Natural Resource Operations or the Minister's Authorized Representative

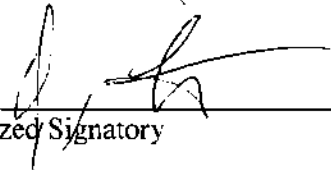


Minister or the Minister's Authorized Representative

David Van Dolah RFT, District Manager, Vanderhoof Forest District  
Printed Name (and Title if Minister's Authorized Representative)

Aug 17, 2017  
Date

SIGNED on behalf of **(Name of the Agreement Holder)** by a duly authorized signatory



Authorized Signatory

Dwayne Lindstrom, Mayor, Village of Fraser Lake  
Printed Name and Title

AUGUST 9, 2017  
Date

**SCHEDULE "A"- DESCRIPTION OF NON-CROWN LANDS**

**1.00 DESCRIPTION OF NON-CROWN LANDS**

1.01 NIL

**SCHEDULE "B"- DESCRIPTION OF CROWN LANDS**

**1.00 DESCRIPTION OF CROWN LANDS**

1.01 Refer to attached Exhibit "A" map.

**SCHEDULE "C" - BOTANICAL FOREST PRODUCTS AND OTHER  
PRESCRIBED PRODUCTS**

**1.00 BOTANICAL FOREST PRODUCTS AND OTHER PRESCRIBED  
PRODUCTS**

1.01 NIL

**SCHEDULE "D" - OTHER CONDITIONS AND REQUIREMENTS**

**1.00 OTHER CONDITIONS AND REQUIREMENTS**

NIL

$$f(x) = \frac{1}{2} \left( \frac{1}{x} + \frac{1}{x^2} \right) \quad \text{for } x \in \mathbb{R} \setminus \{0\}$$
