

**COMMUNITY FOREST AGREEMENT (CFA) APPLICATION  
REQUIREMENTS**

(Direct Invitation to apply)

**July 1, 2009  
Version**



## TABLE OF CONTENTS

<b>APPLICATION ADMINISTRATIVE INFORMATION</b>	<b>4</b>
Submission date and location	4
Authority	4
Freedom of Information	4
Application Costs	4
Acceptance of Terms	4
Obligations of the Ministry	4
Application Amendments	4
Financial Information	4
Evaluation Process	5
Return or Rejection of an Application	5
Community Forest Agreement Award	6
Community Forest Agreement (Licence Document)	6
<b>APPLICATION FORMAT AND CONTENTS</b>	<b>7</b>
Title Page	7
Letter of Introduction	7
Table of Contents	7
Executive Summary	7
District Documentation	7
Legal Entity	7
CFA Area Overview	7
Management Plan	8
Community Awareness, Support and Involvement	10
Administrative Authority and Structure	11
Business Plan	12
Not For Public Disclosure	15
Attachment Index	16

## **ATTACHMENTS**

Attachment A: Agreement Holder Legal Entity Information	16
Attachment B: CFA Area Information	18
Attachment C: Sample CFA Document	19
Attachment D: Evaluation Checklist	49



## Application Administrative Information

### 1. The application must be received by <DATE>, at the following location:

<Address/phone/fax here>

1.1 Two paper copies and one digital copy of the application must be submitted.

### 2. Freedom of Information

2.1 This application is subject to the *Freedom of Information and Protection of Privacy Act*. Consequently, the public has a right of access to the document--unless the information falls within any of the act's exceptions to disclosure.

### 3. Application Costs

3.1 The applicant is solely responsible for the cost of preparing the application.

### 4. Acceptance of Terms

4.1 The application must be submitted and received on the basis that the applicant has read and agrees to all the provisions of this invitation to apply. If the application imposes any condition on, or modification of provisions of this invitation to apply, it will be rejected.

4.2 Full, frank, and complete disclosure of all documents linked to the application is required. Misrepresentation or non-disclosure may be cause for rejection of the application.

### 5. Obligations of the Ministry

5.1 This invitation to apply does not obligate the minister to accept an application or to direct that a CFA be entered into.

### 6. Application Amendments

The applicant may amend its application prior to the deadline for submission. Amendments must be:

6.1 submitted in writing;

6.2 in accordance with all invitation to apply requirements; and

6.3 signed by a person authorized to sign on behalf of the applicant, preferably by the same person who signed the original application.

### 7. Financial Information

For the purpose of preparing financial forecasts or statements associated with the harvesting of Crown timber, the applicant is advised that the following will apply to the CFA:

(a) Stumpage must be paid on timber harvested from the Crown land part of the CFA area.

- (b) A CFA is subject to the payment of annual rent. The current rate is \$0.37 per cubic metre of allowable annual cut attributed to Crown land within the agreement area. This rate is subject to change.
- (c) A holder of a CFA is responsible for the payment of all applicable taxes and fees levied by federal, provincial and municipal government agencies. It is the responsibility of the applicant to determine what those taxes and fees will be.

## **8. Evaluation Process**

8.1 The application will be evaluated through the following process:

- 8.1.1 Ministry staff will screen the application for submission requirements. If one or more submission requirements are missing, the application will be returned to the applicant. If all submission requirements are included, the application will be evaluated using the criteria (Section 8.2).
- 8.1.2 If ministry staff is satisfied with the application, it will be forwarded to the minister. If the minister is satisfied with the application, he will instruct ministry staff to enter into discussions with the applicant (see below).
- 8.1.3 If ministry staff determines the application “requires minor changes”, a written request for minor changes will be sent to the applicant. Once these changes have been made, to the satisfaction of the regional manager, the application will be forwarded to the minister.
- 8.1.4 If ministry staff determines the application “unacceptable”, or the application is found to contain any error, omission or misrepresentation of a serious nature, the application will be returned to the applicant with a description of major changes, additions or deletions, which must be made before the application will again be considered. Once these major modifications have been made, ministry staff will again review the application as described in 8.1.3.

8.2 Evaluation Criteria

- 8.2.1 Applications will be evaluated using the Evaluation Checklist – Attachment D.

## **9. Return or Rejection of an Application**

- 9.1. If the application is returned, or minor changes required, the applicant will have 60 days or another time as specified by the ministry to revise and re-submit the application.
- 9.2. An application can be submitted, returned and re-submitted more than once. However, if, in the opinion of the minister, it appears that the applicant is not willing to revise sections of the application that the minister considers to be essential to the successful implementation of the CFA, adherence to the laws of British Columbia or compatible with the goals of the Community Forest Agreement Program and the ministry, the minister may reject the application for a CFA.

## **10. Community Forest Agreement Award**

### 10.1. Discussions

- 10.1.1. If the minister is satisfied with the application he will direct ministry staff to enter into discussions with the applicant for the purpose of developing the content of the CFA. During the discussion process, ministry staff will advise the applicant of the terms and conditions, which must be included in the CFA.
- 10.1.2. If ministry staff and the applicant are successful in developing a CFA with which the minister is satisfied, and all the conditions that must be met before the minister will direct that a CFA be entered into have been satisfied, a CFA will be forwarded to the applicant or its representative for signature. The applicant or its representative must then sign the agreement and return it by the date specified in the cover letter accompanying the agreement.
- 10.1.3. If ministry staff and the applicant are unable to agree on the content of the CFA the minister will direct that discussions be terminated and that no CFA will be entered into with the applicant.

## **11. Community Forest Agreement (Licence Document)**

- 11.1. A sample CFA license document is attached (Attachment C) for review. The applicant is advised to study the sample agreement. It must be noted, however, that the sample agreement is an example only and the licensor must approve the final content of a CFA. For example, the licensor may require that any or all statements or commitments made in the application be included in the agreement document and thereby become a part of the CFA.
- 11.2. In addition, Section 43.3 (g.1) of the *Forest Act* provides that:
  - 11.2.1. if the community forest agreement provides that it is entered into with a First Nation or its representative to implement or further an agreement, the "other agreement", between the First Nation and the government respecting treaty-related measures, interim measures or economic measures, the community forest agreement must state that it is a condition of the community forest agreement that the First Nation comply with the other agreement.

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## **Application Format and Contents**

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The application must be prepared using the following format and contain the information indicated.

### **1. Title Page**

### **2. Letter of Introduction**

One page, introducing the application, dated and signed by the person(s) authorized to sign on behalf of the applicant. This letter is to include acceptance of provisions stated in the invitation to apply for a CFA.

### **3. Table of Contents**

Show the page numbers of all major headings.

### **4. Executive Summary**

Provide a concise overview of the application summarizing, in no more than three pages, the key points from each major section. Indicate where the supporting detail is located in the application body and its attachments.

### **5. District Documentation**

Include written confirmation from the district manager that the proposed CFA area is suitable for a CFA and is consistent with the AAC allocated for the agreement. The letter is also to confirm that a consultation process has been carried out with First Nations and to outline any issues that arose during the process.

### **6. Legal Entity**

Include the documentation for the legal entity as described in Attachment A (Agreement Holder Legal Entity Information).

### **7. CFA Area Overview - 1 page maximum**

- (a) Provide a map showing the location of the land that will be in the proposed CFA area, nearby communities, and existing access structures. The map scale must be in the range of 1:20,000 to 1:50,000.
- (b) Describe how the proposed CFA area has historically been used, and how it would be used under a CFA. Identify any issues or areas of potential conflict that will need to be addressed in implementing the CFA.
- (c) Based on the best information currently available, describe the proposed CFA area in terms of the:
  - i. ownership and/or existing tenures or rights granted to others;
  - ii. state of land and resources, e.g. history and current management; existing tenures;

- iii. environmental considerations, e.g. sensitive sites or unique features;  
and
  - iv. cultural considerations, e.g. areas of cultural significance.
- (d) For additional information on the CFA area see Attachment B (CFA Area Information)

## 8. Management Plan

The management plan must be prepared using the following format and contain the information indicated where necessary to describe the range of objectives that the applicant proposes to pursue under the CFA.

### 8.1. Management Objectives

Describe the specific resource management objectives, including those related to stewardship of forest resources (not included in the *Forest & Range Practices Act (FRPA)*) on the proposed agreement area. This section is not to contain Forest Stewardship Plan (FSP) content.

### 8.2 Other Management Plan content requirements

A proposed management plan submitted must

- (a) be prepared in accordance with any directions of the regional manager or district manager,
- (b) be consistent with
  - (i) the CFA (license document) Agreement,
  - (ii) the forestry legislation,
  - (iii) higher level plans under the *Forest and Range Practices Act*, and
  - (iv) commitments agreed to by both parties to this agreement
- (c) include existing inventories:
  - (i) for the timber in the agreement area, and
  - (ii) for prescribed products the applicant proposes to manage for,
- (d) include any other inventories and information regarding the development, management and use of the agreement area that the regional manager or district manager requires to determine the allowable annual cut for the agreement area and rate of harvest of prescribed products.
- (e) propose an allowable annual cut for the agreement area which considers the following:
  - (i) inventories and other information referred to in subparagraph (c) and (d),



- (ii) timber harvest specifications proposed for the timber resources in the agreement area,
  - (iii) reductions that are necessary to facilitate the management and conservation of non-timber resource values in the 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 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 (e) prepared in accordance with any directions of the regional manager or district manager,
  - (g) propose management objectives for the agreement area regarding the harvesting, management of, and the charging of fees for prescribed products,
  - (h) specify measures to be taken by the Agreement Holder to identify and consult with persons using the agreement area for purposes other than timber production and harvesting of prescribed products, 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 interests 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).

### 8.3 Plan Signatures

In accordance with the requirements of the *Forester's Act* the Management Plan must be signed and sealed by a Registered Professional Forester (RPF).

The Management Plan must also be signed by a person authorised by the licensee to sign the plan on their behalf.

## **9. Community Awareness, Support and Involvement**

Describe the level of support, awareness and commitment by the community. The submission must contain proof that there is a high level of community awareness of the application and strong support for the application from a broad cross-section of the community. Examples of how this proof could be demonstrated include, but are not limited to:

- (a) distribution of information newsletters or brochures to community members;
- (b) recognition of the application in an official community plan or endorsement by a city, regional district or band council;
- (c) recognition of the application in by-laws or resolutions, of the legal entity;
- (d) community meeting(s) respecting the application;
- (e) results of a community survey respecting the application;
- (f) letters of support from licensees that operate in or near the proposed land base; and
- (g) letters of support representative of a broad range of community members and stakeholders regarding the application.

It is the responsibility of the applicant to determine the methods that will provide proof of broad community support and awareness within their community. The minimum mandatory requirements are:

### **9.1 Letters of Support**

To ensure that letters of support for the application are considered, they must be included with the application. If letters of support are more than 3 months old, the applicant must confirm that they are still valid with regard to the content of the application.

### **9.2 Report on the public input event(s)**

The applicant must hold at least one public meeting, open house or other event to obtain input from the public and affected stakeholders regarding the application. Subsequent meetings may be required prior to submission of the application (dependant on outcomes of prior meetings). The event(s) must allow the public to present thoughts orally and in writing by completing a questionnaire, or by providing written statements at the event(s) or delivered to the applicant up to 3 weeks following the event(s).

The applicant will be responsible for advertising, coordinating and providing relevant information regarding the application to the public before and during the event(s). Ministry of Forests and Range staff may attend the event(s) and may also provide information to the public.

Prior to the commencement of the public event(s) the applicant must provide the district manager with notice of the public input event(s) including the proposed format, date, location and advertisement strategy.

The application must include a report on the public input event(s) including a summary of who attended, all comments, concerns or issues raised by persons attending, or written comments received following the event(s) and how concerns or issues were addressed in the application.

### 9.3 Process for Public Involvement and Consultation

Include a description of the intended ongoing, long term process for public involvement and consultation concerning matters relating to the CFA, including consultation within the local community, broader community and with government agencies and affected stakeholders (including licensed users).

### 9.4 Consultation with Stakeholders and First Nations

The minister must consider the input and concerns of First Nations, the general public, stakeholders and licensed users that may be affected by a CFA. The applicant is encouraged to ascertain the position of such parties and address how the concerns of those parties, if any, will be addressed in the application for the CFA

## **10. Administrative Authority and Structure**

### 10.1 Include in this section:

- (a) a mission statement for the intended CFA holder;
- (b) an overview of the history of the intended holder of the CFA;
- (c) the intended administrative governance structure including representation/appointment procedures;
- (d) a description of how the board will be accessible to the community;
- (e) a description of the proposed processes for decision-making for the operation and management of the CFA
- (f) a description of the proposed processes for decision-making regarding the distribution of benefits gained through operation of the CFA;
- (g) processes for monitoring and reporting; and
- (h) processes for the resolution of any conflicts regarding implementation of the CFA.

### 10.2 For the intended CFA holder and all other entities that will play a prominent role in the business affairs, identify:

- (a) the proposed role they will play; and

(b) key personnel, their proposed roles and their relevant qualifications.

## **11. Business Plan**

**MFR will not evaluate an actual Business Plan. It is recommended that the applicant conduct an assessment of potential financial viability based on consideration of the CFA Management Plan implications and the associated financial risks. However, submission of the full assessment is not required and will not be evaluated by Ministry staff.**

**The following information constitutes the business plan requirements for inclusion in the application package.**

### 11.1. The business plan must contain the following

#### 11.1.1 A disclosure statement acknowledging:

- (i) that the financial risks involved with operating the CFA have been thoroughly considered;
- (ii) the CFA Management Plan implications have been factored into the Business Plan; and
- (iii) that if the Business Plan is implemented, it would provide the applicant with a reasonable chance of operating successfully from a business perspective.

The purpose of this statement is to demonstrate that the applicant has followed recognized business planning practices. The onus is on the applicant to ensure that such financial viability or feasibility assessments are carried out by appropriate experts and, where necessary, lending institutions, prior to submission of the application.

#### 11.1.2 Future Plans

State the short, medium and long-term objectives for the business. Statements in this section should be consistent with other components of the business plan and with goals and objectives.

#### 11.1.3 Product/Service Description

Describe the products and services that the intended CFA holder and any related businesses will produce and identify factors that will contribute to the success of the operations.

### 11.2. Business Plan Suggestions

A suggested outline for a Business Plan, indicating some basic information requirements follows. The applicant is encouraged to consider the following items; however, they are not mandatory and will not be evaluated by the ministry.

The applicant is not required to use this format. The following Internet site offers assistance in producing Business Plans:  
[www.smallbusinessbc.ca/](http://www.smallbusinessbc.ca/)

The applicant may also wish to consult guidelines provided by various banks and financial organizations.

Also, reference to “company” or “business” in this outline is not intended to exclude eligible legal entities that may not commonly be considered as corporate structures.

#### 11.2.1 Industry/Market Analysis and Strategy

The environment in which the business will be operating and how the business will respond to the market conditions. A summary of the competition the business will encounter.

An analysis of the company's products in the context of the markets being served, measured against the markets available.

If the business will be involved in a specialized venture, consider a comprehensive description of that market including whether the product will be marketed locally, nationally or internationally, and the potential demand in each market area.

#### 11.2.2 Potential Risks and Pitfalls

The inherent risks to the business and how those risks will be addressed.

#### 11.2.3 Implementation Plan

If the business will be seeking financing or capital, consider how the funds will be acquired and how the lender/investor will be repaid. Consider a table listing the various expenditures and the corresponding sources of financing.

#### 11.2.4 Human Resources

The tasks/jobs that will require full-time and/or part-time employees, including positions which will be staffed by volunteers, and associated costs.

#### 11.2.5 Projected Financial Statement Summary

Consider the following for each of the 5 years of operations under the term of the CFA:

- (i) profit and loss forecast based on projected income statement;
- (ii) cash flow forecast;

- (iii) balance sheet forecast;
- (iv) projected capital expenditure budget; and company assets.

## **12. Not For Public Disclosure**

- (a) It is suggested that the applicant identify which information in the application they do not wish to have released and which they believe to be excepted from disclosure under the *Freedom of Information and Protection of Privacy Act*. This can best be accomplished by including such information in a separate section of the application headed "Not for Public Disclosure".
- (b) **NOTE:** applicant should be aware that if a Freedom of Information request is received for the application only information excepted from disclosure under the *Freedom of Information and Protection of Privacy Act* will be withheld. The fact that information is contained in the "Not for Public Disclosure" section will not of itself save it from disclosure.

## **13. Attachments**

Attach relevant supporting information and documentation to the application.

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## ATTACHMENTS

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A.	Agreement Holder Legal Entity Information	16
B.	CFA Area Information	18
C.	Sample CFA Document	19
D.	Evaluation Checklist	49

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## ATTACHMENT A:

### Agreement Holder Legal Entity Information

The Applicant is solely responsible for ensuring that the legal entity who will be the intended holder of the CFA is lawfully constituted, in good standing and authorized to carry on the business described in the application in accordance with all applicable federal, provincial and municipal legislation, including statutes, regulations and by-laws.

The following are legal entities that may be eligible. The documentation that must be included in the application, if that legal entity is intended to be the agreement holder, is described under each entity. A photocopy of the documents is required to be submitted with the Applicant's application and if further requested, certified copies must be submitted:

**(a) A Band as defined in the *Indian Act* (Canada);**

- i. the Band Council resolution authorizing the band to enter into the CFA;
- ii. the names and addresses of the Chief and the Band Councillors; and
- iii. the address of the Band office.

**(b) A Society incorporated under the *Society Act*;**

- i. a copy of the certificate of incorporation of the society issued by the Registrar of Companies under Section 3 of the *Society Act*, or in the alternative, a Certificate of Good Standing issued by the Registrar;
- ii. a copy of the constitution and by-laws of the society certified by the Registrar of Companies pursuant to Section 3 of the *Society Act*;
- iii. a list of the names and addresses of the individuals who are the current directors of the society, as of the date that the application for the CFA is submitted by the Applicant;
- iv. the address of the office of the society; and
- v. a copy of the last annual report filed with the Registrar of Companies.

**(c) An Association incorporated under the *Cooperative Association Act*;**

- i. a copy of the certificate of incorporation of the cooperative issued by the Registrar of Companies under Section 8 of the *Cooperative Association Act*, or in the alternative, a Certificate of Good Standing issued by the Registrar;
- ii. the statement signed by the incorporators and required to be submitted to the Superintendent of Cooperatives under Section 6 of the *Cooperative Association Act*;
- iii. the memorandum and rules adopted by the subscribers of the cooperative and all amendments thereto required to be filed by the subscribers or



- members with the Superintendent of Cooperatives under the *Cooperative Association Act*;
- iv. a list of the names and addresses of the individuals who are the current directors of the cooperative, as of the date that the application for the PCFA is submitted by the Applicant;
  - v. the address of the office of the cooperative; and
  - vi. a copy of the last annual report filed with the Registrar of Companies.

**(d) A Corporation incorporated or registered under the *B.C. Company Act*;**

- i. the memorandum of incorporation, and all amendments thereto, as defined in Section 1 and required under Section 5 of the *Company Act*;
- ii. the certificate of incorporation of the company issued by the B.C. Registrar of Companies under Section 9 of the *Company Act*;
- iii. the articles of incorporation and all amendments thereto, as defined in Section 1 and required under section 6 of the *Company Act*;
- iv. a list of the names and addresses of the individuals who are the current directors of the company, as of the date that the application for the PCFA is submitted by the Applicant;
- v. the notice of offices setting out the current addresses of the registered office and the records office of the company, as required under Section 8 of the *Company Act*;
- vi. the most recent annual report of the company required to be filed with the Registrar of Companies under Sections 333 and 334 of the *Company Act*;
- vii. instruments of continuation of the corporation, if any; and
- viii. the charter of the corporation, if any.

**(e) A Partnership registered under the *Partnership Act*.**

- i. the declaration of partnership and all amendments thereto required to be filed by the partnership with the Registrar of Companies under the *Partnership Act*;
- ii. in the case of a limited partnership, the certificate of limited partnership and all amendments thereto required to be filed by the limited partnership with the Registrar of Companies under the *Partnership Act*;
- iii. a copy of the written partnership agreement and all amendments thereto, signed by all of the partners in the partnership, including all general partners and all limited partners; and
- iv. the address of the office of the partnership.

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## ATTACHMENT B:

### CFA Area Information

Each CFA describes a specific area of land to be managed by the agreement holder under the CFA (the CFA area). The CFA area must include Crown land, but may also include municipal land, Indian Reserve land, and private land where the owner agrees to have it included in the CFA area and have it managed it as part of the CFA area.

The proposed CFA area must be suitable to meet the management objectives proposed by the Applicant and must represent an area no greater than that which will produce an allowable annual cut of up to \_\_\_\_\_m<sup>3</sup>.

The Applicant **must** submit with its application written confirmation from the District Manager that the proposed CFA area is suitable for a CFA and is consistent with the AAC allocated for the agreement.

The proposed CFA area for this CFA application must be located within the boundaries of <defined by District Manager>. It cannot include lands included in tree farm licences, woodlot licences and BCTS operating areas.

The MFR will provide an initial analysis to determine the area (ha) appropriate for the volume being offered as per the Assistant Deputy Minister's directions which follow.

If the applicant is not satisfied with the MFR analysis or wants to do a separate/different analysis they do so at their own cost.

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**ATTACHMENT C:**

**Community Forest Agreement  
(Sample Agreement Document)**

THIS AGREEMENT, dated for reference (Date with 4 digit year).

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the REGIONAL MANAGER or DISTRICT MANAGER,  
MINISTRY OF FORESTS AND RANGE  
ADDRESS LINE 1  
ADDRESS LINE 2, BRITISH COLUMBIA  
ADDRESS LINE 3  
Phone: # Fax: #  
(the “Regional or District Manager”)

**AND:**

AGREEMENT HOLDER’S LEGAL NAME  
ADDRESS LINE 1  
ADDRESS LINE 2, BRITISH COLUMBIA  
ADDRESS LINE 3  
Phone: # Fax: #  
(the “Agreement Holder”)

**WHEREAS:**

NOTE: Set out in point form (A., B., C., etc.) the circumstance leading to award of the Community Forest Agreement - in particular key features of advertisement - purpose behind advertising or invitation.

- A. (Details)
- B. The parties have entered into this Community Forest Agreement pursuant to section 43.2 of the *Forest Act*.

Note: Use the following for direct awards under provision of section 43.51 (1) (a) of the *Forest Act* with a First Nation or its representative.

- A. The (legal name of the First Nation) and the Government have entered into an Agreement dated for reference (put in reference date of the Interim Measure Agreement) respecting treaty-related measures, interim measures or economic measures (the “Interim Agreement”).

- B. This Agreement is entered into with the (legal name of the First Nation) to implement or further the Interim Agreement, between the (legal name of the First Nation) and the Government, and it is a condition of this Agreement that the (legal name of the First Nation) comply with the Interim Agreement.

OR

- B. This Community Forest Agreement is entered into with the (legal name of the First Nation's representative) to implement or further the Interim Agreement, between the (legal name of the First Nation) and the Government, and it is a condition of this Agreement that the (legal name of the First Nation) comply with the Interim Agreement.

Note: Use the following for direct awards under provision of section 43.51 (1) (b) of the *Forest Act*.

- A. This Community Forest Agreement is entered into under (prescribed circumstances or its holder meets prescribed requirements).

“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.”

## TABLE OF CONTENTS

<b>1.00</b>	<b>GRANT OF RIGHTS AND TERM</b> .....	<b>23</b>
<b>2.00</b>	<b>OTHER CONDITIONS AND REQUIREMENTS</b> .....	<b>25</b>
<b>3.00</b>	<b>TIMBER VOLUME CHARGED TO THE AGREEMENT</b> .....	<b>25</b>
<b>4.00</b>	<b>CUT CONTROL</b> .....	<b>25</b>
<b>5.00</b>	<b>WASTE ASSESSMENT</b> .....	<b>26</b>
<b>6.00</b>	<b>MANAGEMENT PLAN</b> .....	<b>27</b>
<b>7.00</b>	<b>CUTTING PERMITS</b> .....	<b>30</b>
<b>8.00</b>	<b>ACCESS</b> .....	<b>33</b>
<b>9.00</b>	<b>COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE</b> .....	<b>33</b>
<b>10.00</b>	<b>REPORTING</b> .....	<b>35</b>
<b>11.00</b>	<b>FINANCIAL</b> .....	<b>36</b>
<b>13.00</b>	<b>LIABILITY AND INDEMNITY</b> .....	<b>37</b>
<b>14.00</b>	<b>TERMINATION</b> .....	<b>38</b>
<b>15.00</b>	<b>WAIVER</b> .....	<b>39</b>
<b>16.00</b>	<b>NOTICE</b> .....	<b>39</b>
<b>17.00</b>	<b>MISCELLANEOUS</b> .....	<b>40</b>
<b>18.00</b>	<b>INTERPRETATION &amp; DEFINITIONS</b> .....	<b>41</b>
	<b>SCHEDULE “A”</b> .....	<b>46</b>
	<b>SCHEDULE “B”</b> .....	<b>47</b>
<b>1.00</b>	<b>DESCRIPTION OF CROWN LANDS</b> .....	<b>47</b>
	<b>SCHEDULE “C”</b> .....	<b>48</b>
	<b>SCHEDULE “D”</b> .....	<b>49</b>
<b>1.00</b>	<b>OTHER CONDITIONS AND REQUIREMENTS</b> .....	<b>49</b>

**THE PARTIES** agree as follows:

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

Note: section 43.3 (a) (ii) of the *Forest Act* state that a CFA must be for a term of not less than 25 years or greater than 99 years. However current policy is that 25 yrs will be used.

- 1.01 The term of this Agreement is **25 years**, beginning on **(Date with 4 digit year)**.
- 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.

The following paragraphs must be included if the Agreement Holder is a First Nation and the Agreement was awarded under section 43.51 (1) (a) of the *Forest Act* - Renumber if necessary.

1.07 The Agreement Holder and the Government have entered into an agreement dated for reference (put in reference date of the Interim Measure Agreement) respecting treaty-related measures, interim measures or economic measures (the “Interim Agreement”). This Agreement is entered into with the (legal name of the First Nation) to implement or further the Interim Agreement, between the (legal name of the First Nation) and the Government, and it is a condition of this Agreement that the (legal name of the First Nation) comply with the Interim Agreement.

1.08 In accordance with the Interim Agreement and without limiting the actions that may be taken by the Minister or the Government, the Minister, or person authorized by the Minister may suspend or cancel this Agreement if the Minister, or person authorized by the Minister determines that the Agreement Holder is not in compliance with the Interim Agreement.

The following set of paragraphs 1.07, 1.08 and 1.09 must be used if the Agreement Holder is not the actual First Nation but is a corporate entity or other person appointed by the First Nation as its representative for the purposes of this Agreement and the Agreement was awarded under section 43.51 of the *Forest Act*.

1.07 The (legal name of the First Nation) and the Government have entered into an agreement dated for reference (Date of the Interim Agreement entered into by First Nation and Government e.g. Interim Measure Agreement) respecting treaty-related measures, interim measures or economic measures (the “Interim Agreement”). This Agreement is entered into with the (legal name of the First Nation’s representative) to implement or further the Interim Agreement, between the (legal name of the First Nation’s representative) and the Government, and it is a condition of this Agreement that the (legal name of the First Nation) comply with the Interim Agreement.



- 1.08 In accordance with the Interim Agreement and without limiting the actions that may be taken by the Minister or the Government, the Minister, or person authorized by the Minister, may suspend or cancel this Agreement if the Minister, or person authorized by the Minister determines that the (legal name of the First Nation) is not in compliance with the Interim Agreement.
- 1.09 The Agreement Holder is a person that has been appointed by (legal name of the First Nation) as its representative.

The following paragraph must be included if the Agreement Holder is a First Nation and the Agreement was awarded under section 43.51 of the *Forest Act* - Renumber if necessary.

- 1.10 This Agreement is entered with (legal name of the Agreement Holder) to mitigate the effects on that person of (a treaty or a specification of a designated area under part 13 of the *Forest Act* or an agreement with a First Nation and the Government respecting treaty-related measures, interim measures or economic measures (the "Interim Agreement")).

## **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... or ...Coast 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 m<sup>3</sup> 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 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 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 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) any payments required under part 5.00; 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:

**NOTE: Select 1 of the 4 choices for subparagraph 12.01 (a) and delete all others.**

- (a) is a society incorporated under the *Society Act* that it is not prohibited under that Act from holding a Community Forest Agreement.
- (a) is an association as defined in the *Cooperative Association Act*, and can demonstrate that holding a Community Forest Agreement is consistent with the purpose of the association.
- (a) is a corporation established by or under an enactment, or registered as an extraprovincial company under the *Business Corporations Act*.
- (a) is a partnership comprised of:

**NOTE: If subparagraph 12.01 (a) “partnership” is selected then choose between 1 of the following 6 Options**

- (i) a first nation;
- (i) a municipality or regional district;
- (i) societies incorporated under the *Society Act* that are not prohibited under that Act from holding a Community Forest Agreement;
- (i) associations as defined in the *Cooperative Association Act* that can demonstrate that holding a Community Forest Agreement is consistent with the purpose of the association;
- (i) corporations established by or under an enactment, or registered as an extraprovincial company under the *Business Corporations Act*;
- (i) a combination of any of the entities referred to in Options 1 to 5;

**(succinctly describe the partnership).**

## 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:

- (i) 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
- (ii) 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 and Range;

“*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 or District** Manager and the Agreement Holder on the date first written above.

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

\_\_\_\_\_) )  
Signature )

\_\_\_\_\_) )  
Printed Name )

\_\_\_\_\_) )  
**(Regional or District Managers name),** Manager )  
**(name of Region or District)** Forest Region or District )

\_\_\_\_\_) )  
Dated )

THE COMMON SEAL of )  
the Agreement Holder was )  
affixed in the presence of: )

\_\_\_\_\_) )  
Signature )

\_\_\_\_\_) )  
Printed Name )

c/s )

(or)

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

\_\_\_\_\_) )  
Signature )

\_\_\_\_\_) )  
Printed Name )

\_\_\_\_\_) )  
Agreement Holder )

\_\_\_\_\_) )  
Printed Name and Title )

\_\_\_\_\_) )  
Dated )

## **SCHEDULE “A”**

**NOTE:** Insert description of non-crown lands here or write NIL.

### **1.00 DESCRIPTION OF NON-CROWN LANDS**

1.01

## SCHEDULE “B”

### 1.00 DESCRIPTION OF CROWN LANDS

NOTE: Insert description of Crown lands here or write NIL.

1.01

Refer to attached Exhibit “A” map(s).  
Schedule “B” Land does not include alienated Crown land.  
All alienated Crown land may not be identified on the attached Exhibit “A” map(s).

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**

NOTE: Insert other prescribed products here or write NIL.

1.01



## **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.

**ATTACHMENT D:**

**Evaluation Checklist– (Applications will be evaluated using the following criteria)**

<b>Section</b>	<b>Criteria</b>	<b>Y/N/NA</b>	<b>Actions Required</b>
1. Title Page	Included?		
2. Letter of Introduction	Included?		
	Signed Appropriately		
	Provisions accepted		
3. Table of Contents	Included?		
4. Executive Summary	Included?		
	Key points included?		
	Indication of location of supporting information included?		
5. District Documentation	Letter from DM included?		
	Letter confirms area appropriate for a CFA?		
	Letter confirms AAC appropriate for area?		
	Letter confirms FN consultation process has been carried out?		
6. Legal Entity	Documentation included?		
7. CFA Area Overview			
7.a. Map	Map included?		
	Map is		
	Appropriate scale?		
	Sufficient detail/layers?		
7.b. Area Use	Describes historical use?		
	Describes CFA use?		
7.c. Area Description	Describes ownership and existing tenures?		
	Describes state of land?		
	Environmental considerations?		
	Describes cultural considerations		
	Identifies issues, potential conflict?		

<b>Section</b>	<b>Criteria</b>	<b>Y/N/NA</b>	<b>Actions Required</b>
8. Management Plan			
8.2. Management Objectives	Included?		
	Describes resource specific objectives?		
	Potential for overlap/conflict with FRPA?		
	Includes management objectives for harvesting, management of, and the charging fees for botanical forest products?		
8.4. Other MP requirements	Includes inventories for timber?		
	Commits to further inventories?		
	Includes inventories for botanical forest products being utilised?		
	Includes other inventories required for management of the area?		
Proposed AAC	Included?		
	AAC generated by MFR?		
	Rationale Included?		
Consultation with other users	Specifies measures taken to identify and consult with persons using the area for purposes other than timber or botanical use?		
Strategy re: CFA program obj	Includes a strategy outlining how CFA program objectives will be managed for?		
Guiding principles	Guiding principles?		
Resource Mngmt goals	Statement of social, economic, & broad resource mngmt goals for the CFA?		
Annual reporting	Strategy for annual reporting out to the community		

<b>Section</b>	<b>Criteria</b>	<b>Y/N/NA</b>	<b>Actions Required</b>
8.3. Plan Signatures	Signed and Sealed by RPF?		
	Signed by Licensee Rep?		
9. Community Awareness, Support and Involvement	Describes level of support, awareness and commitment of community?		
	Contains proof of high level of community awareness?		
	Contains proof of strong support?		
9.1. Letters of Support	Included and range demonstrated?		
	Still Valid?		
9.2. Report of Public Events	At least one event held?		
	Public given opportunity to provide written/oral comments?		
	Event adequately advertised?		
	Adequate notice given to DM in requested format?		
	Report on event includes all comments raised and actions to address?		
9.3. Process for Public Involvement and Consultation	Included?		
	Will process be effective in involving public in CFA planning and operation?		
9.4. Consultation with Stakeholders and First Nations	Efforts documented?		
	Efforts diligent?		

<b>Section</b>	<b>Criteria</b>	<b>Y/N/NA</b>	<b>Comments/Actions Required</b>
10. Administrative Authority and Structure			
10.1.	Mission Statement included?		
	CFA holder history included?		
	Intended governance structure included?		
	Representation, appointment procedures documented? Detail sufficient?		
	How board will be accessible to the public outlined? Detail sufficient?		
	Process for decision making and resource allocation outlined? Detail sufficient?		
	Monitoring and reporting processes outlined? Detail sufficient?		
	Conflict resolution process outlined? Detail sufficient?		
10.2.	Role of CFA holder and other entities identified? Detail sufficient?		
	Key personnel, role and qualification identified? Detail sufficient?		
11. Business Plan	Included?		
11.1	Disclosure statement included? All required info included?		
	Short, medium and long-term objectives included? Objectives consistent with other parts of business plan?		
	Products and services produced outlined? Key success factors outlined? Detail sufficient?		
12. Not for public disclosure	Included?		
13. Attachments	Relevant information included?		



