



**MECHANICAL SITE PREPARATION  
TERMS AND CONDITIONS**

**SCHEDULE "A-2"**

Contract No.: \_\_\_\_\_

Location: West Francois FSR – Openings: 93E099-553,545, 93E089-512,514, 516

## **1.0 GENERAL**

The purpose of this Agreement is to clear dead, damaged or undesirable timber from the Work Area so the area can be successfully planted with tree seedlings to establish a new forest.

The Contractor must enter into a Forestry Licence to Cut (FLTC), issued by the Ministry of Forests, which covers the entire Work Area. The Contractor is then authorized in accordance with section 4(1.1) of the Forest Planning and Practices Regulation and the requirements in the FLTC, to cut, damage or destroy Crown timber as necessary to prepare the Work Area for tree planting.

Any trees that have been designated as "Reserved Timber" in Schedule A-3 of the Agreement must not be cut, damaged or destroyed by the Contractor.

Areas of timber or individual trees within the Work Area may have been established as Reserved Timber

- in Schedule B of a FLTC that covers the Work area, or
- through Schedule A-3 of this Agreement and the contract map(s).

Each Payment Area may have slightly different requirements identified in Schedule A-3 that must be achieved to prepare the area for reforestation and to conserve non-timber values.

- 1.1** Excluding any Reserved Timber, and in accordance with requirements of the Forestry Legislation and this agreement, the Contractor must pile any timber on the Work Area that is not removed under an FLTC that has have been entered into in conjunction with this Agreement.
- 1.2** Any timber or woody debris that is moved to roadsides or landings and not subsequently removed must be piled and burned in accordance with the specification of this Agreement.
- 1.3** Unless otherwise authorized in writing by the District Manager, the removal of Crown timber from the Work Area may only be carried out in accordance with Forestry Licence to Cut A\_\_\_\_\_ that will be issued to the Contractor in conjunction with this Agreement.
- 1.4** Unless exempted by the District Manager, the Contractor must retain sufficient coarse woody debris to meet the requirements of section 68 of the Forest Planning and Practices Regulation or a more stringent requirement specified in Schedule A of the FLTC that has been issued to the Contractor in conjunction with this Agreement.

## 2.0 PAYMENT AREA(s) AND TREATMENTS

- 2.1 The Contractor must complete the Work in accordance with detailed specifications for site preparation treatments outlined in an attached Schedule A-3, for each Payment Area outlined in the table below.
- 2.2 Danger tree assessments and danger tree falling must be completed by the Contractor to a standard that would allow the Work Area to be safely planted shortly after the completion of Work under this Agreement.
- 2.3 In conjunction with the piling treatment, danger trees that are outside the boundaries of the Work Area but are sufficiently close that they could fall on a person planting the Work Area must be felled by the Contractor and may be removed in accordance with the FLTC issued in conjunction with the Agreement, if they are felled onto the Work Area.
- 2.4 If danger trees from outside the Work Area are felled onto the Work Area and not removed under the Forestry Licence to Cut, the Contractor must incorporate these trees and associated wood debris into the piles for burning.
- 2.5 If the contract maps specify a location where a fireguard must be constructed under this Agreement, the Contractor must construct the fireguard at the specified location and to standards specified in Schedule A-3.

Payment Area Identification (attach map(s))	Payment Area (hectares)	Description of Treatment	Reserved Timber Present (Yes/No)
93E099 – 553, 545, 93E089 – 512, 514, 516	183.5 ha	Remove or Pile & Burn Timber; Danger Tree Assessment and Felling	Yes

## 3.0 FIELD INSPECTION and PAYMENT METHOD for SITE PREPARATION TREATMENTS

- 3.1 With the exception of any Reserved Timber, all dead, damaged and undesirable trees within the Work Area must be felled or knocked down, incorporated into piles or removed in accordance with the FFT Contract # \_\_\_\_\_ prior to the end of the Term specified in **Section 3.01** of the Agreement.
- 3.2 The Contractor must construct piles that are sufficiently large and are tightly piled in a way that is conducive to clean, safe and complete burning.
- 3.3 The Contractor must minimize the amount of surface organic matter, mineral soil and stumps that are incorporated into the piles.
- 3.4 Upon completion of piling and any felling, skidding and decking of timber under this agreement the Contractor will request an inspection of Work completed on each Payment Area.
- 3.5 Prior to any burning taking place, the portion of each Payment Area that is not occupied by piles, including any roadside work areas where timber was decked for removal under the Forestry Licence to Cut, must be sufficiently clear of slash, timber and woody debris to provide at least 1400 easily plantable spots per hectare.
- 3.6 For the purposes of measuring easily plantable spots on the portion of the Payment Area(s) that is not occupied by piles, 3.99 meter radius plots will be employed using a target of 1600 plantable spots per hectare and a minimum distance between plantable spots of 2.0 meters. Easily plantable spots must be free of slash, debris or competing woody shrubs and overtopping trees.
- 3.7 All piles must be burned prior to the end of the Term of the Agreement specified in Section 3.01 of the Agreement. Any piles that do not burn successfully must be re-piled and re-burned to the satisfaction of Forsite, prior to the end of the Term of the Agreement. [Delete this section of burning will not be completed under this contract.]

**4.0 Compliance with Forestry Legislation and Protection of Resource Values**

**4.1** In completing Work under this Agreement the Contractor must comply with all requirements and restrictions contained in

- (a) applicable forestry legislation,
- (b) Schedule A-3, and
- (c) FLTC A\_\_\_\_\_.

**4.2** Forsite will refer any contraventions of the above requirements to the District Manager for resolution.



Contract No.: \_\_\_\_\_

Location: West Francois FSR – Openings: 93E099-553,545, 93E089-512,514, 516

SIGNED ON BEHALF OF the Company

in the presence of:

**Forsite Consultants Ltd.**

\_\_\_\_\_

(Witness)

Per: \_\_\_\_\_

\_\_\_\_\_

(Date)

SIGNED ON BEHALF OF the Contractor

in the presence of:

**Contractor**

\_\_\_\_\_

(Witness)

Per: \_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_

(Date)