



**MECHANICAL SITE PREPARATION  
TERMS AND CONDITIONS**

**SCHEDULE "A-3"**

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

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

**SITE PREPARATION TREATMENT(s) TO BE APPLIED**

The Contractor will complete the following site preparation treatments in accordance with the following specifications.

**1.0 PILING AND BURNING OR REMOVAL OF DEAD STANDING TIMBER TO ROADSIDE DECKS**

- 1.1. The purpose of this Schedule is to define the terms for Mechanical Site Preparation treatment which will remove dead, damaged or undesirable timber from the Work Area so the area can be successfully planted.
- 1.2. Mechanical Site Preparation or MSP means the creation of favourable growing sites for seedlings by creating optimal soil and light conditions for good germination spots for seeds, accomplished by removing the existing dead forest stand.
- 1.3. Specific MSP requirements include; (a) cutting 100% of the stems, greater than 3 metres tall, to a maximum 30cm stump; (b) piling and/or removal of all cut trees and, (i) if piling, no more than five piles are allowed per hectare and all piles must be burnt to the ground and extinguished before the contract completion date. Completeness of burning shall be determined solely by Forsite who may allow the contractor to scatter small amounts of partially burnt piles across the site. If removing all or a portion of the trees from the site, any residual slash must be piled and burned as described above.
- 1.4. Site preparation treatments under this Agreement and any harvesting of timber under the Forestry Licence to Cut entered into by the Contractor in conjunction with this Agreement must be conducted in accordance with the forestry legislation pertaining to British Columbia.
- 1.5. In addition to timber specified in the forestry legislation as reserved (i.e. riparian reserve zones), the Contractor must not cut, damage, or destroy trees specified as Reserved Timber under the FFT Contract # \_\_\_\_\_ or section 1.6 below.
- 1.6. Any individual trees marked with \_\_\_\_\_ coloured paint on the bole of the tree approximately 1.4 metres above ground, and with a vertical 30 cm paint mark at the base of the tree below stump height are also Reserved Timber. Note: this could be used for wildlife trees including large veteran trees.
- 1.7. Any areas of timber within the Payment Area that are ribboned with orange coloured ribbon printed with "Treatment Unit Boundary" and indicated on the contract maps as Reserved Timber are also Reserved Timber.
- 1.8. Timing
 

The Contractor must conduct mechanical site preparation operations under the following timing constraints:

  - a) seasonal restrictions:
    - when soils are sufficiently dry, frozen or covered with snow pack to ensure that soil disturbance resulting from Work completed under this Agreement does not exceed the applicable maximum limit(s) under section 35 of the Forest Planning and Practices Regulation.

b) daily / hourly restrictions:

i. none

**1.9. Other**

- 1.9.1. Upon completion of site preparation treatments the Contractor will deactivate or rehabilitate any temporary skid trails or block spur roads constructed or used unless otherwise directed by the Forsite Representative.
- 1.9.2. Any infrastructure (e.g., fences, water supply lines, etc.) damaged by the Contractor during operations will be repaired at the expense of the Contractor.
- 1.9.3. Equipment mobilization, parking and/or loading of trucks must be restricted to onblock roads and kept a minimum 30 metres from public and/or any main haul road right-of-way. Where harvesting activity takes place within 30 metres of a public and/or main haul road, appropriate signage must be put in place to warn passing vehicle traffic.

**2.0 ACTIVITY FUEL REDUCTION (SLASH DISPOSAL)**

**2.1.** Piles of timber and woody debris that are to be burnt, including any landing or roadside piles must be located a minimum of 15 metres away from standing timber.

**2.2. Burning**

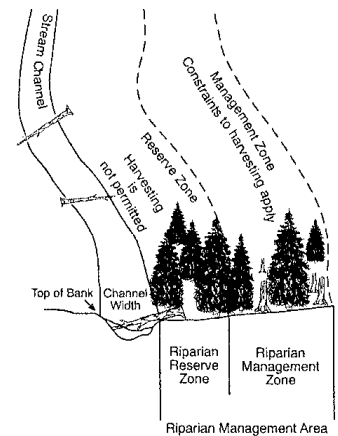
- 2.2.1. The burning of piles must only be carried out after the District Manager has completed any required waste assessments in accordance with Section 6.00 of the Forestry Licence to Cut document.
- 2.2.2. The burning of piles must be carried out by the Contractor in accordance with any forestry legislation requirements (the Contractor must obtain a Burning Reference # prior to ignition and comply with the Wildfire Act, Wildfire Regulation and smoke venting requirements.)
- 2.2.3. The burning of piles must also be carried out by the Contractor in accordance with any applicable community bylaws.
- 2.2.4. The Contractor will provide Forsite with 24 hours notice of when the commencement of burning is anticipated and must refrain from burning if in the reasonable opinion of the Forsite conditions are not suitable for safe burning.
- 2.2.5. The contractor must take all necessary precautions required under the Wildfire Act and Wildfire Regulation to ensure that the fire remains contained within the portion of the Work Area where burning should occur.
- 2.2.6. The Contractor must take all reasonable steps to ensure that burning operations are carried out in a timely fashion.

**3.0 OTHER RESOURCE VALUES or ISSUES**

**3.1. Riparian**

- 3.1.1. All requirements of the Forest Planning and Practices Regulation for riparian management areas (RMA) must be adhered to unless a written exemption has been provided by the District Manager.[Note: Section 51(3) of the Forest Planning and Practices Regulation prohibits mechanical site preparation in riparian reserve zones unless an exemption is provided by the District Manager.]
- 3.1.2. Unless otherwise authorized in writing by Forsite, or at an existing road, equipment must not enter a riparian reserve zone (RRZ) and trees in the RRZ, other than danger trees, must not be cut, damaged or removed. Accordingly the following sections of this Schedule will be applicable to the following RMA's.

RMA (as identified on the contract map)	Treatments allowed under this Schedule within the RMA	
Stream #1 (Class S6)	20m RMZ	Normal overstorey removal, piling and burning within the portions of the Riparian Management Zone that are outside of reserved timber areas.
Stream #2 (Class S6)	20m RMZ	Normal overstorey removal, piling and burning within the portions of the Riparian Management Zone that are outside of reserved timber areas.
Wetland #1 (Class W3)	30m RMZ	Normal overstorey removal, piling and burning within the portions of the Riparian Management Zone that are outside of reserved timber areas.
Wetland #2 (Class W3)	30m RMZ	Normal overstorey removal, piling and burning within the portions of the Riparian Management Zone that are outside of reserved timber areas.



**3.2. Infrastructure and other resource values**

3.2.1. Any specific requirements that have been added to the Schedule A-2 or A-3 of this agreement to protect resource values must be complied with when carrying out site preparation activities under this Agreement.

**3.3. Cultural Heritage Resources or Archaeological Values**

- 3.3.1. Any cultural heritage resources or archaeological values that are discovered by the Contractor in the Work Area and have not previously been identified will immediately be brought to the attention of the Forsite Representative.
- 3.3.2. The Contractor will not work in the immediate vicinity of where the previously unidentified cultural heritage resource or archaeological values is discovered until written instructions are provided by the Forsite Representative.
- 3.3.3. The Contractor will comply with any written instructions from the Forsite Representative to protect previously unidentified cultural heritage resources or archaeological values.



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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)