

STANDARD ROAD MAINTENANCE AGREEMENT



Road Permit/Forest Service Road Name(s)/Number(s) and length(s): _____ to which this agreement applies, and as shown on the attached map (optional).

Major Licensee Name (hereafter referred to as *the Maintainer*): _____.

Timber sale licence name (hereafter referred to as *the TSL Holder*): _____.

TSL A _____.

- 1) For the purposes of Section 22.3 of the *Forest and Range Practices Act* (FRPA), this serves as a written notice and is an agreement for the payment of a reasonable contribution to the expense of maintaining the road(s) described above.
- 2) The Maintainer agrees to provide a level of road maintenance as described in the “Surface Maintenance Standards” attached for the road(s) described above.
- 3) The TSL Holder agrees, for all timber cut and removed from the TSL described above for which stumpage is payable¹, to pay the Maintainer \$_____/m³ for the maintenance of the road(s) described above, based on the Maintenance Option and Formula, as defined below.

Maintenance Option

- ☐ the Maintainer will carry out all of the required surface maintenance on behalf of the TSL Holder
(100% of the Appraisal Manual price/m³ distributed in accordance with the Formula)
- ☐ the TSL Holder will carry out the required surface maintenance work on the road(s) and indemnifies the Maintainer against any potential liabilities with respect to the maintenance of the road during the period that the TSL Holder is carrying out the maintenance work
(25% of the appraisal manual price/m³ distributed in accordance with the Formula)

Formula for distributing maintenance dollars to this road

$$(A/T) \times M$$

Where, as determined by the Timber Sales Manager:

A = number of kilometres of Forest Service Road and road permit road covered by this agreement

T = total number of kilometres of Forest Service Roads, road permit roads and on block roads used for transporting timber from this TSL

M = price/m³ for road management/maintenance derived from the appropriate portions of either the *Interior Appraisal Manual* or the *Coast Appraisal Manual*, as amended from time to time.

¹ For scale-based TSLs the volume of timber cut and removed will be derived from the scale, whereas for cruise-based TSLs the volume of timber cut and removed will be derived from the FS699 (i.e., cruise-based volume estimate form).

- 4) The TSL Holder agrees to pay the amount calculated under paragraph 3 in the following manner (TSM selects the option below based on the disposition of the timber)

☐ **OPTION A where the timber is dispersed and not trackable:** directly to the Maintainer every 30 days; or

☐ **OPTION B where the timber is sold and tracked to one or more buyers:** by copy of this Agreement, authorizing the buyer of the timber from the TSL to hold back this amount from the purchase price of the timber and forward this amount to the Maintainer directly every 30 days.

- 5) The TSL Holder must cease all industrial use of any road or sections of road to which this Agreement applies that have any of the following conditions due to use of the road(s):

a) Rutting to the point that there is mixing of subgrade material with surfacing material, which can occur during thawing of the road or during periods of road saturation;

b) Damage to the subgrade;

c) Surfacing material is eroding due to flowing water on the road.

- 6) The TSL Holder must notify the Maintainer of any situations observed to be having a negative impact on the roads or users of the roads.

Maintainer Signature

Date

TSL Holder Signature

Date