



BC Timber Sales
Kootenay Business Area

FOREST STEWARDSHIP PLAN

#914

2023 to 2028

Version: Original, Jun 16, 2023

This Forest Stewardship Plan is applicable to
BC Timber Sales' planning, operations, licences and permits within:
Rocky Mountain Natural Resource District and
Selkirk Natural Resource District

BC Timber Sales
Kootenay Business Area
1907 Ridgewood Road
Nelson, B.C.
V1L 6K1

TABLE OF CONTENTS

1	SIGNATURES.....	5
2	INTERPRETATION	6
2.1	Holder.....	6
2.2	Term	6
2.3	Content	6
2.4	Structure	6
2.5	Amendments.....	6
2.6	Definitions and Acronyms.....	7
2.6.1	Definitions in Legislation	7
2.6.2	FSP Specific Definitions	10
2.6.3	Section Specific Definitions	12
2.6.4	Acronyms	12
2.7	Purpose of the FSP and Other Initiatives	13
2.7.1	Government Objectives and Public Review	13
2.7.2	BCTS Operating Plans and Public Engagement	13
2.7.3	Other Initiatives	14
3	FOREST DEVELOPMENT UNITS.....	14
4	TIMBER SALE LICENCES AND ROAD PERMITS IN EFFECT	17
5	DECLARED AREAS	17
6	RESULTS AND STRATEGIES.....	17
6.1	Soils	18
6.1.1	Soil Disturbance and Access Structures	18
6.1.2	Terrain Stability	22
6.1.3	Road Maintenance	27
6.1.4	Road Deactivation	30
6.1.5	Karst	34
6.2	Biodiversity Emphasis, Old and Mature Forest, and Connectivity Corridors.....	37
6.3	Water, Fish, Wildlife and Biodiversity within Riparian Areas	46
6.4	Wildlife and Biodiversity — Landscape Level, Green-up and ERDZ - Timber	50
6.5	Wildlife and Biodiversity — Stand Level	53
6.6	Wildlife	59
6.7	Fish Habitat in Fisheries Sensitive Watersheds.....	66

6.8	Water in Community Watersheds	69
6.9	Consumptive Use Streams	73
6.10	Visual Quality	76
6.11	Cultural Heritage Resources.....	80
6.12	Recreation Features	84
6.13	Fire Maintained Ecosystems	88
6.14	Social and Economic Stability.....	88
7	MEASURES	89
7.1	Measures to Prevent the Introduction or Spread of Invasive Plants.....	90
7.1.1	Invasive Plants.....	90
7.1.2	Road Revegetation	96
7.2	Measures to Mitigate the Effect of Removing or Rendering Ineffective Natural Range Barriers 99	
8	STOCKING STANDARDS	102
	APPENDICES (EXTERNAL)	103
	• Appendix 2.5 – Amendments.....	103
	• Appendix 3A – Arrow FDU Map	103
	• Appendix 3B – Boundary FDU Map.....	103
	• Appendix 3C – Kootenay Lake FDU Map.....	103
	• Appendix 3D – Rocky Mountain FDU Map.....	103
	• Appendix 4 – Timber Sale Licenses and Road Permits in Effect	103
	• Appendix 5 – Declared Areas	103
	• Appendix 6 – TKO Watershed Assessment and Risk Management Framework.....	103
	• Appendix 6.1A – MOF FS39A Silviculture Prescription Plot Card	103
	• Appendix 6.1B – TKO Terrain Stability Management Model	103
	• Appendix 6.1C – Statement of Road Conformance	103
	• Appendix 6.2A – KBHLPO Biodiversity Reporting Suite Guidance Document	103
	• Appendix 6.2B – Old Growth Scorecards	103
	• Appendix 6.2C – Guidance for Subscript k.....	103
	• Appendix 6.5A – Wildlife Tree Retention Calculations	103
	• Appendix 6.5B – WTR Management Guidance	103
	• Appendix 6.6 – TKO Wildlife Species of Management Concern	103
	• Appendix 6.8 – Designated Community Watersheds in Effect	103
	• Appendix 7.1.1 – Regional Invasive Plant Management Organizations Map	103

- Appendix 8A1 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018) 103
- Appendix 8A2 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018) Amendment #3 (September 16, 2022) 103
- Appendix 8A3 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018) Amendment #4 (February 8, 2023)..... 103
- Appendix 8B – Selkirk Resource District (DSE) Wildland Urban Interface Default Stocking Standards – Version 1.0 (November 20, 2018) 103
- Appendix 8C – Rocky Mountain Natural Resource District (DRM) FSP Stocking Standards – Version 4.0 (August 22, 2018)..... 103
- Appendix 8D – Rocky Mountain Forest District (DRM) Partial Cutting Stocking Standards – Version 2.0 (April 1, 2010) 103
- Appendix 8E – Rocky Mountain Forest District (DRM) Fire Management Partial Cut Stocking Standards – Version 29Aug2018..... 103

1 SIGNATURES

Signature of the Person Required to Prepare this FSP:

George Edney, RPF

Timber Sales Manager

Kootenay Business Area

Date: Jun 16, 2023

Signature and Seal of the Preparing Registered Professional Forester:

	<p><i>"I certify that the work described herein fulfills the standards expected of a registrant of Forest Professionals British Columbia and that I did personally supervise the work."</i></p>
<p>Richard Cane, RPF Date: Jun 16, 2023</p>	

Signature and Seal of the BC Timber Sales Planning Officer:

	<p><i>"I certify that I have reviewed this document and, while I did not personally supervise the work described, I have determined that this work has been completed to the standards expected of a registrant of Forest Professionals British Columbia."</i></p>
<p>Carolyn Krawchuk, RPF Date: Jun 16, 2023</p>	

2 INTERPRETATION

2.1 Holder

The holder of this FSP is the **Timber Sales Manager (TSM)** for the BC Timber Sales (BCTS) Kootenay Business Area (TKO). Detailed information about BCTS, including its goals, objectives and key strategies, can be found at the following website address:

<https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales>

2.2 Term

The term of this FSP is five years, commencing from the date of approval by the Delegated Decision Maker (DDM) for the Minister of Forests, or another date as specified by the DDM.

2.3 Content

This Forest Stewardship Plan is consistent with the requirements specified in the [Forest and Range Practices Act \(FRPA\) Part 2 – Forest Stewardship Plan, Site Plan and Woodlot Licence Plan, Division 1](#) and the [Forest Planning and Practices Regulations \(FPPR\) Part 2 – Forest Stewardship Plans](#).

2.4 Structure

Appendices to this FSP provide additional detailed information. Numbered appendices correspond to numbered FSP sections, therefore, gaps in appendix numbering are intentional. All appendices to this FSP are separate files.

2.5 Amendments

Table 1 tracks amendment to this FSP. As this FSP is amended, additional background information and details pertaining to amendments shall be attached as external appendices. At present, Appendix 2.5 is blank.

Table 1. Amendments to FSP #914.

Document Date	Amendment / Version	Approval / Effective Date	Author(s)	Description of Change(s)
Draft Feb 2, 2022	Original	TBD	Richard Cane, RPF Russ Holitzki, RPF	Original FSP 2022-2027 For Review and Comment
Oct 17, 2022	Original	TBD	Richard Cane, RPF	Original FSP 2023-2027 Revisions post Review and Comment
Mar 15, 2023	Original	TBD	Richard Cane, RPF	Original FSP 2023-2028 Revisions post Government Submission
May 19, 2023	Original	TBD	Richard Cane, RPF	Original FSP 2023-2028 Revisions post Government Submission (#2)

Jun 16, 2023	Original	TBD	Richard Cane, RPF	Original FSP 2023-2028 Revisions post Government Submission (#3)
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2.6 Definitions and Acronyms

Defined terms are identified and included throughout this FSP to ensure that FSP **results, strategies** and measures are measurable and/or verifiable. These definitions have been informed by British Columbia acts and regulations, where possible. In the event of a discrepancy between definitions within this FSP and those in legislation, the latter shall prevail. References to the singular include the plural and vice versa.

2.6.1 Definitions in Legislation

Defined terms from FRPA, FPPR, and the OHS Regulation appear throughout the FSP in **bold font**. This has been done to highlight the importance of referring to this legislation when interpreting the FSP content. Furthermore, the following key definitions from [FRPA Sec. 1](#), [FPPR](#), and the [OHS Regulation](#), as they were 4 months prior to the FSP submission date, are copied below for easy reference. Not all terms that are defined in legislation and appear in this FSP are listed below.

2.6.1.1 FRPA Section 1 Definitions

objectives set by government means

- (a) objectives prescribed under section 149 (1),
- (b) objectives established under section 93.4 of the Land Act by the minister responsible for the administration of the Land Act, or
- (c) objectives established by the Haida Gwaii Management Council under section 4 (1) of the Haida Gwaii Reconciliation Act;

result means a description of

- (a) measurable or verifiable outcomes in respect of a particular established objective, and
- (b) the situations or circumstances that determine where in a forest development unit the outcomes under paragraph (a) will be applied;

strategy means a description of

- (a) measurable or verifiable steps or practices that will be carried out in respect of a particular established objective, and
- (b) the situations or circumstances that determine where in a forest development unit the steps or practices will be applied;

2.6.1.2 FPPR Definitions

excavated or bladed trail means a constructed trail that has

- (a) an excavated or bladed width greater than 1.5 m, and
- (b) a mineral soil cutbank height greater than 30 cm;

general wildlife measure means a general wildlife measure

- (a) continued under section 182 [*general wildlife measures*] of the Act, or
- (b) established under the Government Actions Regulation;

harvest, in relation to timber, means to fell or remove timber, other than under a silviculture treatment, including to

- (a) yard, deck or load timber,
- (b) process timber on site,
- (c) pile or dispose of logging debris,
- (d) construct excavated or bladed trails or other logging trails,
- (e) rehabilitate an area referred to in section 35, and
- (f) carry out sanitation treatments associated with operations referred to in paragraphs (a) to (e);

permanent access structure means an access structure in a cutblock that

- (a) at the time of its construction, is reasonably expected to provide access for timber harvesting and other activities that are not wholly contained in the cutblock, or
- (b) is constructed on or through, or contains, materials unsuitable for the establishment of a commercial crop of trees and is not an excavated or bladed trail,

but does not include an area that contained an access structure before rehabilitation of the area under section 36;

primary forest activity means one or more of the following:

- (a) timber harvesting;
- (b) silviculture treatments;
- (b.1) wildlife habitat enhancement;
- (c) road construction, maintenance and deactivation;

road prism means an area consisting of the road surface and any cut slope and road fill;

regionally important wildlife means a species of wildlife identified within a category established under the Government Actions Regulation;

sensitive soils means soils that, because of their slope gradient, texture class, moisture regime, or organic matter content have the following risk of displacement, surface erosion or compaction:

- (a) for the Interior, a very high hazard;
- (b) for the Coast, a high or very high hazard;

silviculture treatment includes

- (a) site preparation for the purposes of reforestation,
- (b) planting trees,
- (c) brushing, including grazing for the purposes of brushing,
- (d) juvenile spacing,
- (e) fertilization,

- (f) pruning,
- (g) sanitation treatments associated with a silviculture treatment, and
- (h) pest management treatments, other than sanitation treatments;

soil disturbance means disturbance to the soil in the net area to be reforested in a cutblock because of

- (a) temporary access structures,
- (b) gouges, ruts and scalps, or
- (c) compacted areas,

but does not include the effect on the soil of rehabilitating an area in accordance with section 35;

species at risk means a species identified within a category established under the Government Actions Regulation;

specified ungulate species means an ungulate species identified within a category established under the Government Actions Regulation;

temporary access structure means an access structure that

- (a) is in a cutblock, and
- (b) does not conform to the criteria described in paragraph (a) or (b) of the definition of "permanent access structure"

and does not include a pit or quarry;

ungulate winter range means an ungulate winter range

- (a) continued under section 180 (a) [*grandparenting specified designations*] of the Act, or
- (b) established under the Government Actions Regulation;

ungulate winter range objective means an objective for ungulate winter range

- (a) continued under section 181 [*grandparenting objectives*] of the Act, or
- (b) established under the Government Actions Regulation;

wildlife habitat area means a wildlife habitat area

- (a) continued under section 180 (b) [*grandparenting specified designations*] of the Act, or
- (b) established under the Government Actions Regulation;

wildlife habitat area objective means an objective for a wildlife habitat area

- (a) continued under section 181 [*grandparenting objectives*] of the Act, or
- (b) established under the Government Actions Regulation;

wildlife habitat feature means a wildlife habitat feature identified under the Government Actions Regulation;

wildlife trees means a tree or group of trees that

- (a) provide wildlife habitat, and
- (b) assist in the conservation of stand level biodiversity;

2.6.1.3 OHS Regulations Section 1 Definitions

dangerous tree means a tree that is a hazard to a worker due to

- (a) its location or lean,
- (b) its physical damage,
- (c) overhead conditions,
- (d) deterioration of its limbs, stem or root system, or
- (e) any combination of the conditions in (a) to (d);

2.6.2 FSP Specific Definitions

Defined terms applicable across this FSP are found below and appear throughout the FSP in ***“italicized and bold font”*** with double quotation marks.

“agreement holder” means the holder of a contract or agreement related to **primary forest activities**, and includes:

- (A) the holder of a contract or agreement granting ***“timber harvesting”*** rights (i.e. a ***“timber sale licence”***, forestry licence to cut, or road permit), issued by the ***“TSM”*** on behalf of the government under the [Forest Act Sec. 12\(2\)](#),
- (B) the holder of a contract or agreement to carry out ***“road construction”, “road maintenance”*** or ***“road deactivation”***, issued by the ***“TSM”***, and
- (C) the holder of a contract or agreement to carry out **silviculture treatments**, issued by the ***“TSM”***.

“assessment” means an evaluation undertaken by a ***“qualified professional”*** which considers the specific situation, identifies necessary ***“measures”***, and summarizes the evaluation in the form of a ***“professional quality rationale”***.

“collaborate” means to provide planning information, offer to exchange information and coordinate.

“contractor” means the holder of a contract issued by the ***“TSM”***, where the subject of the contract is related to fulfilling the requirements of **results, strategies** or measures specified in this FSP for which the ***“TSM”*** is directly responsible.

“document/documentated” means written evidence of the pertinent details, as determined and prepared by a ***“qualified professional”***, as detailed in a ***“project plan”***.

“First Nation” means a First Nation where a cutblock or road is within the asserted traditional territory of the First Nation, as determined through a query of the contemporary BC government database pertaining to traditional territories.

“forest licensee” means the holder of a tenure with ***“timber harvesting”*** and/or ***“road construction”*** rights, issued under the [Forest Act Sec. 12\(1\)](#).

“FRPA value” means one or more of the following:

- (A) soils
- (B) visual quality
- (C) timber
- (D) forage and associated plant communities
- (E) water

- (F) fish
- (G) wildlife
- (H) biodiversity
- (I) recreation resources
- (J) resource features
- (K) cultural heritage resources.

“measure” means a specific step or course of action necessary to ensure that an applicable

- (A) FSP **result** is achieved,
- (B) FSP **strategy** step is carried out, and/or
- (C) FSP measure is conducted.

“objectives” means **objectives set by government** and **“other objectives established under the FRPA”**, collectively.

“practicable” means that which is feasible or performable in the circumstances, when the balance of all relevant factors (such as environment, social, economic, safety, usefulness) is considered (acknowledging FRPA General Bulletins to [Number 3](#) and [Number 12](#)).

“professional practice guidelines” means comprehensive guidance about conduct or practice that a registrant of the Association of B.C. Forest Professionals must follow, or where a registrant identifies a reason for not following the guidelines, the registrant documents the reason in a **“professional quality rationale”**. A list of guidelines is available in ABCFP Bylaw 9 Schedule B and at the [ABCFP website](#).

“professional quality rationale” means a written document which is consistent with the requirements of the [ABCFP Guidance for Professional Quality Rationales and Commitments](#) (ABCFP, 2008).

“project plan” means a Site Plan, Support Document, Silviculture Plan, Harvest Plan TSL Document, Road Permit or Road Use Permit, including associated maps and subordinate operational documents, which has been prepared for a cutblock or road to which this FSP applies. (Note that an **“agreement holder”** cannot change a Site Plan prepared by the **“TSM”**.)

“qualified professional” means an individual who’s training, ability, and experience makes them competent in the relevant area of practice, and where that area of practice is regulated by a regulatory body under the Professional Governance Act, the individual will be either

- (A) a registrant in good standing of the applicable regulatory body, or
- (B) another person working under the **“supervision”** of a registrant in good standing of the applicable regulatory body.

“record” means written evidence of the pertinent details, as determined and prepared by a **“qualified professional”**, which is detailed external to a **“project plan”**.

“referral” means

- (A) a written description and map of the planned **“timber harvesting”** or **“road construction”**, and
- (B) a review and comment period of at least 30 days, unless otherwise agreed to.

“road construction” means a subset of **primary forest activities**, as defined under the FPPR.

“road deactivation” means a subset of **primary forest activities**, as defined under the FPPR and detailed in FPPR Sec. 82, and includes ‘*road rehabilitation*’ (for definition refer to FSP Sec. 6.1.4, Sub-Section Specific Definitions).

“road maintenance” means a subset of **primary forest activities**, as defined under the FPPR.

“supervision” means direct oversight of an individual carrying out a professional practice regulated by a regulatory body under the Professional Governance Act, where that individual does not have authority to independently carry out the professional practice.

“timber harvesting” means a subset of **primary forest activities** and is further clarified as ‘to harvest timber’.

“timber sale licence (TSL)” means an agreement granting rights to harvest Crown timber entered into under the [Forest Act Sec. 12\(2\)\(a\)](#).

“timber sales manager (TSM)” means the B.C. Timber Sales Kootenay Business Area Timber Sales Manager or delegate.

2.6.3 Section Specific Definitions

Defined terms applicable to a single sub-section of the FSP are found at the end of that sub-section and appear within that sub-section in ‘*italicized font*’ with single quotation marks.

2.6.4 Acronyms

The following is a list of acronyms commonly used within this FSP:

BCTS: British Columbia Timber Sales

BEC: Biogeoclimatic Ecosystem Classification

CHR: Cultural Heritage Resource

DDM: Delegated Decision Maker

FDU: Forest Development Unit

FPC: Forest Practices Code of BC Act

FPPR: Forest Planning and Practices Regulation

FRPA: Forest and Range Practices Act

FRR: Forest Recreation Regulation

FSP: Forest Stewardship Plan

GAR: Government Actions Regulation

GWM: General Wildlife Measure

ILMB: Integrated Land Management Bureau

KBHLPO: Kootenay-Boundary Higher Level Plan Order

LU: Landscape Unit

MOF: Ministry of Forests

OGMA: Old Growth Management Area

RMZ: Riparian Management Zone

RP: Road Permit

RPF: Registered Professional Forester

RRZ: Riparian Reserve Zone**SAR: Species at Risk**

Sec.: Section

TSL: Timber Sale Licence

TKO: Kootenay Business Area

TSM: Timber Sales Manager**UWR: Ungulate Winter Range****WHA: Wildlife Habitat Area**

WTP: Wildlife Tree Patch

WTRA: Wildlife Tree Retention Area

2.7 Purpose of the FSP and Other Initiatives

The following three sub-sections are provided for context and the reader's information.

2.7.1 Government Objectives and Public Review

A FSP is a landscape-level plan that identifies how the holder of the plan will be consistent with government "**objectives**" for managing and protecting forest and range values through the **results**, **strategies** and measures specified in the plan. The FSP also provides a vehicle to solicit and consider the expectations of the public and stakeholders and to consult with "**First Nations**" concerning the use of Crown land and resources. FSPs generally do not show the locations and details of proposed forest development (e.g. cutblocks and roads). The legal content and public review and comment requirements for a FSP are specified within the Forest Planning and Practices Regulation (FPPR).

2.7.2 BCTS Operating Plans and Public Engagement

BCTS prepares Operating Plans which spatially identify proposed and existing forest development, access management information and silviculture regeneration/green-up status, as well as information about numerous resource features and values at a detailed scale. Although they are not a part of the legal FSP, Operating Plans are developed to be consistent with the FSP.

Operating Plans are the primary vehicle utilized by the BCTS Kootenay Business Area to conduct detailed public engagement at an operational level. "**First Nations**" are consulted; they are referred to stakeholders; and they are made available to the public. As well, referrals are sent to potentially affected "**forest licensees**" and planning information is exchanged as necessary for analysis purposes in shared landscape units.

Operating Plans are advertised in newspapers so that interested parties have a reasonable opportunity for review and comment. Review and comment periods are typically 60 days in length. All forest development proposed by BCTS goes through the Operating Plan consultation / referral process and written comments received are responded to before the "**TSM**" authorizes "**timber harvesting**" or "**road construction**". In addition to specific referrals and advertising, BCTS Operating Plans are made available

to the public, First Nations and stakeholders through the following BCTS website address:

<https://www.for.gov.bc.ca/ftp/TKO/external/!publish/FSP/Operating-Plans/>

It is important to note that province is currently implementing changes to the Forest and Range Practices Act (FRPA). These legislative and regulatory changes are part of a multi-year, phased process to strengthen public confidence in the management of B.C.'s forest and range resources. These changes may create legal requirements that either augment or entirely replace the Operating Plan process described above. As amendments to FRPA are brought into force, BCTS will continue comply with all legal requirements.

2.7.3 Other Initiatives

The main purpose and focus of this FSP is to demonstrate how BCTS will be consistent with government “objectives”. However, outside of the legal realm of the FSP, the BCTS Kootenay Business Area initiates, or participates in, a wide range of activities, planning, processes and initiatives that are directly related to the management of forest and range values. Many of these initiatives derive from, or influence, the commitments made in this FSP. Some of these external processes and initiatives include:

- Planning related to Site Plans, Harvest Plans and Silviculture Plans
- BCTS Operating Plans
- First Nations consultation processes and agreements (in addition to the FSP)
- Public and Stakeholder consultation (in addition to the FSP)
- Timber Supply Reviews (TSRs)
<https://www2.gov.bc.ca/gov/content/industry/forestry/managing-our-forest-resources/timber-supply-review-and-allowable-annual-cut>
- Climate change action planning (provincially and locally)
<https://www2.gov.bc.ca/gov/content/environment/climate-change>
<https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/climate-change-strategy>
- Cumulative effects planning (provincial frameworks and locally)
<http://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/cumulative-effects-framework>
- BCTS Safety Program and Safe Companies initiative
<https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/safety>
- Sustainable Forest Management certification and Environmental Management System
<https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/forest-certification>
- Kootenay Business Improvement Initiative (Lean/continuous improvement process)
- Development of professional practices guidance documents
- Provincial working groups (in various areas of forest management)
- Various on-going landscape level analyses and site level assessments

3 FOREST DEVELOPMENT UNITS

This Forest Stewardship Plan specifies four Forest Development Units (FDUs): Arrow FDU, Boundary FDU, Kootenay Lake FDU, and Rocky Mountain FDU. The general location of the FDUs is presented in Figure 1. As per [FPPR Sec. 14\(1\)\(b\)](#) the FDUs specified are in effect under the present FSP for the BCTS Kootenay Business Area, FSP#601. The FDU maps in Appendices 3A, 3B, 3C and 3D identify the features

required by [FPPR Sec. 14\(3\)](#), where applicable and in effect 4 months before the date of submission for approval of this FSP. Additionally, the FDU maps identify BCTS operating areas where the vast majority cutblocks and roads will be located; however, the location of cutblocks and/or roads external to these BCTS operating areas may occur on occasion for incidental reasons. The FDUs specified herein overlap with the FDUs of other FSPs; **strategies to “collaborate”** with other **“forest licensees”** to achieve **“objectives”** have been integrated into the various sections of the FSP.

clarifies how features have been mapped relative to the [FPPR Sec. 14\(3\)](#) requirements.

Figure 1. FSP#914 Forest Development Units (FDUs), General Location Map

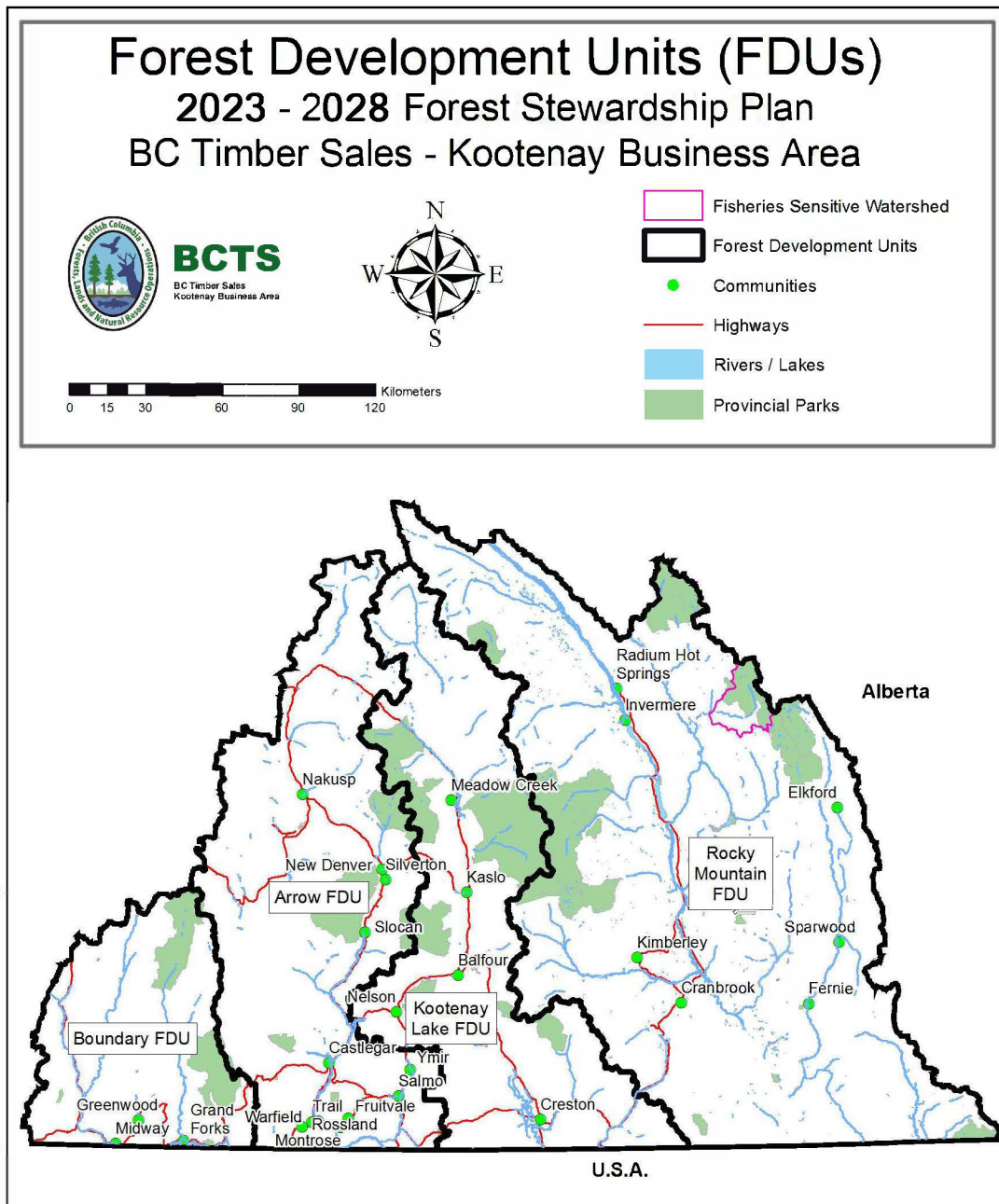


Table 2. FPPR Sec. 14(3) requirements and FDU map content.

FPPR Sec. 14(3) Requirements and FDU Map Content		
Things to be identified	Mapped (Yes/No/Not Applicable)	Comments
(a) ungulate winter range,	Yes	
(b) wildlife habitat area,	Yes	
(c) fisheries sensitive watershed,	Yes	One only; Palliser fisheries sensitive watershed located in the Rocky Mountain FDU.
(d) lakeshore management zone, including specifying the width of the zone, if the zone is identified on a map accompanying the establishment of the lakeshore management zone,	Not applicable	No lakeshore management zones have been established within the FDUs.
(e) scenic area,	Yes	FDU maps are labeled with the associated established visual quality objective.
(f) lake identified as an L1 lake under section 49(1)(b)(ii) if the lake has been identified on a map accompanying the identification,	Not applicable	No L1 lakes have been established under section 49(1)(b)(ii) within the FDUs.
(g) community watershed,	Yes	A table of community watersheds within the FDUs is also included in Appendix 6.8.
(h) old growth management area,	Not applicable	The non-legal OGMAs present within the FDUs are not “old growth management areas” as per the FPPR definition; these non-legal OGMAs are not mapped to avoid clutter on the FDU maps.
(i) area in which commercial timber harvesting is prohibited by another enactment,	Yes	Private Land, Protected Areas, Provincial Parks, National Parks are included on the FDU maps.
(j) cutting permit and road permit held by the agreement holder if that is the person required to prepare the plan, and	Not applicable	Cutting permits and road permits are not applicable to the TSM.
(k) road permit or timber sale licence granted or entered into by the timber sales manager if the timber sales manager is the person required to prepare the plan.	No	Road permits and timber sale licences are identified in Section 4 and Appendix 4 of the FSP.

4 TIMBER SALE LICENCES AND ROAD PERMITS IN EFFECT

The “*timber sale licences*” (TSLs) and road permits (RPs) granted or entered into by the “*TSM*” and in effect four months before the FSP submission date, in accordance with [FPPR Sec. 14\(2\)\(b\) and 14\(3\)\(k\)](#), are listed in Appendix 4.

5 DECLARED AREAS

The “*timber sale licences*” (TSLs) and roads where all activities and evaluations that are necessary in relation to inclusion of cutblocks and roads in the area have been completed, in accordance with [FPPR Sec. 14\(4\)](#), are listed in Appendix 5.

6 RESULTS AND STRATEGIES

This section presents **results** and **strategies** to address the applicable “*objectives*”. Information for each numbered sub-section is organized into three boxes.

OBJECTIVES
The first box presents the applicable “ <i>objectives</i> ” for which the results and strategies have been prepared as well as relevant additional legal references. Where possible, all references are hyperlinks to source information and are functional as of the date of FSP submission.

RESULTS AND STRATEGIES
The second box presents the results and strategies developed to address the “ <i>objectives</i> ”. Herein, the results and strategies are delegated as being either the responsibility of the “ <i>TSM</i> ” or “ <i>agreement holders</i> ”. While the <i>TSM</i> is the holder of the FSP and has final accountability for its content and implementation, the nature of BCTS’ business model requires many obligations under the FSP to be carried out by “ <i>agreement holders</i> ”. The delegation of responsibilities under the FSP has been explicitly stated throughout the results and strategies to give clarity to both the “ <i>TSM</i> ” and “ <i>agreement holders</i> ”. This will ultimately help ensure that the “ <i>objectives</i> ” will be achieved.

SUB-SECTION SPECIFIC DEFINITIONS
The third box presents sub-section specific definitions necessary to interpret and apply the results and strategies . Definitions are presented in alphabetical order.

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6.1 Soils

OBJECTIVES	
Applicable <i>“objectives”</i> :	<ul style="list-style-type: none"> • FPPR Sec. 5 Objectives set by government for soils
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 12.1 (5) Exemptions — when undertaking given for compliance with specified regulations • FPPR Sec. 35 Soil disturbance limits • FPPR Sec. 36 Permanent access structure limits

6.1.1 Soil Disturbance and Access Structures

RESULTS AND STRATEGIES
RESPONSIBILITIES OF THE TSM
<p>ASSESSMENT AND MANAGEMENT</p> <p>(1) The <i>“TSM”</i> shall, prior to authorizing an <i>“agreement holder”</i> to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to be consistent with FPPR Sec. 35 (soil disturbance limits) and Sec. 36 (permanent access structure limits), considering the FPPR Schedule 1, Sec. 1 <i>‘factors’</i> related to the applicable <i>“objective”</i>.</p> <p style="padding-left: 40px;">(2) undertake a <i>‘soil hazard assessment’</i> to identify sensitive soils associated with the net area to be reforested of a cutblock.</p> <p style="padding-left: 40px;">(3) where an <i>“assessment”</i> under</p> <p style="padding-left: 80px;">(a) strategy (1) of FSP Sec. 6.1.2 (Terrain Stability)</p> <p style="padding-left: 80px;">(b) strategy (4) of FSP Sec. 7.1.1 (Invasive Plants), and/or</p> <p style="padding-left: 40px;">identifies <i>“measures”</i> to limit soil disturbance, the limits to soil disturbance identified in the applicable <i>“assessment”</i> shall replace the default FPPR Sec. 35 limits applicable under (1) above only to the extent that they do not exceed the default limits (as determined under (2) above).</p> <p>DOCUMENTATION</p> <p>(2) The <i>“TSM”</i> shall, prior to authorizing an <i>“agreement holder”</i> to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) <i>“document”</i> in a <i>“project plan”</i></p> <p style="padding-left: 80px;">(a) <i>“assessments”</i> undertaken,</p> <p style="padding-left: 80px;">(b) sensitive soils identified,</p> <p style="padding-left: 80px;">(c) permanent access structures and permanent access structure limits,</p> <p style="padding-left: 80px;">(d) temporary access structures and soil disturbance limits, and</p> <p style="padding-left: 80px;">(e) <i>“measures”</i> prescribed,</p> <p style="padding-left: 80px;">(f) responsibilities of <i>“agreement holders”</i> under this sub-section of the FSP.</p>

(2) provide the **“project plan”** to an **“agreement holder”**.

REQUEST OF A GRASS SEED CERTIFICATE OF ANALYSIS

(3) The **“TSM”** may, when an **“agreement holder”** is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) request from an **“agreement holder”** a *‘certificate of analysis’* for the purpose of confirming that a *‘high quality seed mix’* was utilized by the agreement holder in carrying out the *‘revegetation’* of *‘road exposed mineral soils’* under **strategy (5)**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(4) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **“project plan”**.

(2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

(3) carry out **primary forest activities** consistent with FPPR Sec. 35 (soil disturbance limits) and Sec. 36 (permanent access structure limits).

SUPPLEMENTAL REVEGETATION OF SENSITIVE SOILS WITH A VERY HIGH SOIL EROSION HAZARD

(5) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) as documented within a **“project plan”**, where a *‘soil hazard assessment’* identified soils with a very high soil erosion hazard within a cutblock,

(a) procure a *‘high quality seed mix’* including a *‘certificate of analysis’*,

(b) *‘revegetate’* *‘road exposed mineral soils’* even where these are part of the **net area to be reforested (NAR)**, to mitigate the erosion hazard,

with the primary consideration regarding the timing at which the *‘revegetation’* is carried out being a time that, in the opinion of a **“qualified professional”**, will provide a highly favorable opportunity for the *‘high quality seed mix’* to germinate and establish where it is being applied, as the timing is **“practicable”** within the term of the **“agreement”** applicable to the **“project plan”**.

PROVISION OF A GRASS SEED CERTIFICATE OF ANALYSIS

(6) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) where requested by the **“TSM”** under **strategy (5)**, provide a *‘certificate of analysis’* to the **“TSM”**.

SUB-SECTION SPECIFIC DEFINITIONS

'*certificate of analysis*' means written confirmation from a seed provider verifying that invasive plant seeds are not present in a '*high quality seed mix*'.

'*factors*' means (as listed in FPPR Schedule 1, Sec. 1),

- (A) the amount of productive forest land base that will be occupied by **permanent access structures**; and
- (B) the amount of **soil disturbance** within the **net area to be reforested**, having regard to
 - (I) the classification of soils based on their biological, physical and chemical properties, including their sensitivity to displacement, surface erosion and compaction,
 - (II) the kinds of disturbance that are detrimental to productivity and hydrological function,
 - (III) the amount of detrimental disturbance that can occur without unduly compromising productivity or hydrological function, and
 - (IV) the extent to which rehabilitation efforts can mitigate the effects of detrimental disturbance.

'*high quality seed mix*' means

- (A) preferably a site-specific mix recommended by a provincial Ministry range specialist or other specialist "**qualified professional**", if available, otherwise
- (B) a mix meeting or exceeding the grade of Canada Common #1 Forage.

'*revegetate*' or '*revegetation*' means to

- (A) apply a '*high quality seed mix*',
- (B) where dry seeding is being undertaken, apply at a rate of 30-50 kilograms per hectare, and
- (C) carry out the activity
 - (I) either
 - (1) concurrent with "**road construction**" or "**road deactivation**",
 - (2) during the first spring following "**road construction**" or "**road deactivation**",
 - or
 - (3) during the first fall upon completion of "**road construction**" or "**road deactivation**"; and
 - (II) no later than 12 months following the formation of '*road exposed mineral soils*'.

'*road exposed mineral soils*' means mineral soils resulting from "**road construction**" and "**road deactivation**" that are in the following locations:

- (A) cut and fill slopes along
 - (I) new permanent maintained roads, and
 - (II) new permanent deactivated roads;
- (B) **landings**, and

(C) **roadside work areas.**

'soil hazard assessment' means an "**assessment**" that

(A) evaluates **sensitive soils** using

(I) the MOF FS39A Silviculture Prescription Plot Card (Appendix 6.1A), or

(II) an alternative to the MOF FS39A form, as deemed a suitable alternative by a "**qualified professional**",

(B) where **sensitive soils** are identified, prescribes "**measures**", such as restrictions to the appropriate season, timing window, or weather conditions, during which **primary forest activities** may be carried out, where and to the extent necessary to mitigate the hazard,

(C) where the **sensitive soils** identified include a very high soil erosion hazard, prescribes "**measures**" to manage fine sediment accumulation along roads (prioritizing FPPR Sec. 47 classified **stream** and non-classified drainage crossings), where and to the extent necessary to mitigate the hazard.

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6.1.2 Terrain Stability

Additional Information:	It is the role of the Registered Professional Forester (RPF) signing the Site Plan to prescribe “measures” to limit or prohibit primary forest activities under Strategy (1)(2) below. The signing RPF will rely on guidance from the “TSM” and on recommendations from other qualified professionals (obtained through the completion a ‘ <i>terrain assessment</i> ’ and the application of the <i>TKO terrain stability management model</i> ’), however it is the role of the signing RPF to formalize the prescription of necessary “measures” in a “project plan” .
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RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>ASSESSMENT AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <ul style="list-style-type: none"> (1) undertake a <i>‘terrain assessment’</i>. (2) where a <i>‘terrain assessment’</i> identifies either slopes exceeding 45%, and/or a FRPA value, a <i>‘high value element’</i> or <i>‘soil conservation’</i> is at risk, <ul style="list-style-type: none"> (a) prescribe “measures” to limit or prohibit primary forest activities (e.g. limitations to harvest methods, prohibitions to excavated or bladed trail construction or “road construction”, and limitations to soil disturbance), where and to the extent necessary to mitigate the risk, and (b) where the “measures” identified under (b) above include limitations to soil disturbance, the “measures” will be enacted under FSP Sec. 6.1.1 (Soil Disturbance and Access Structures), strategy (1). <p>DOCUMENTATION</p> <p>(2) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <ul style="list-style-type: none"> (1) “document” in a “project plan” <ul style="list-style-type: none"> (a) “assessments” undertaken, (b) “measures” prescribed (to limit or prohibit primary forest activities), (c) the maximum level of risk acceptable to the “TSM”, (d) responsibilities of “agreement holders” under this sub-section of the FSP. (2) provide the “project plan” to an “agreement holder”. <p>NEW EXCAVATED OR BLADED TRAIL OR ROAD CONSTRUCTION BY AN AGREEMENT HOLDER, WHERE PRIMARY FOREST ACTIVITIES ARE LIMITED OR PROHIBITED</p>

(3) The **"TSM"** shall, when an **"agreement holder"** is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, and where the **"TSM"** is informed by an **"agreement holder"** that the **"agreement holder"** will construct an **excavated or bladed trail** or road under **strategy (6)(3)**, for the area associated with that cutblock or road:

(1) where the **"measures"** identified in the **"assessment"** do not require a change to a site plan, to the extent necessary and supplemental to **"documentation"** prepared by the **"agreement holder"**,

(a) **"document"** in a **"project plan"**

- (i) new **"assessments"** undertaken by the **"agreement holder"**,
- (ii) new **"measures"** prescribed by the **"agreement holder"**,
- (iii) new responsibilities of **"agreement holders"** under this sub-section of the FSP; and

(b) provide the updated **"project plan"** to the **"agreement holder"**.

(2) where the **"measures"** identified in the **"assessment"** require a change to a site plan, revise the site plan, following **strategies (1) and (2)** under this section of the FSP.

NEW EXCAVATED OR BLADED TRAIL OR ROAD CONSTRUCTION BY AN AGREEMENT HOLDER,
WHERE PRIMARY FOREST ACTIVITIES ARE NOT RESTRICTED

(4) The **"TSM"** shall, when an **"agreement holder"** is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, and where the **"TSM"** is informed by an **"agreement holder"** that the **"agreement holder"** will construct an **excavated or bladed trail** or road under **strategy (7)(3)**, for the area associated with that cutblock or road:

(1) where the **"measures"** identified in the **"assessment"** do not require a change to a site plan, to the extent necessary and supplemental to **"documentation"** prepared by the **"agreement holder"**,

(a) **"document"** in a **"project plan"**

- (i) new **"assessments"** undertaken by the **"agreement holder"**,
- (ii) new **"measures"** prescribed by the **"agreement holder"**,
- (iii) new responsibilities of **"agreement holders"** under this sub-section of the FSP; and

(b) provide the updated **"project plan"** to the **"agreement holder"**.

(2) where the **"measures"** identified in the **"assessment"** require a change to a site plan, revise the site plan, following **strategies (1) and (2)** under this section of the FSP.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(5) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **“measures”** have been **“documented”** within a **“project plan”**, conduct **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

NEW EXCAVATED OR BLADED TRAILS AND ROADS, WHERE PRIMARY FOREST ACTIVITIES ARE LIMITED OR PROHIBITED

(6) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where **primary forest activities** have been limited or prohibited in a **“project plan”** under **strategy** (1), for the area associated with that cutblock or road:

(1) where an **excavated or bladed trail** or road that was not previously identified in a **“project plan”** is proposed, undertake a *‘terrain assessment’*.

(2) where a *‘terrain assessment’* completed under (1) above identifies that the construction of an **excavated or bladed trail** or road that was not previously identified in a **“project plan”** would increase the overall level of risk, versus the level of risk **“documented”** in the **“project plan”**, inclusive on any **“measures”** identified in the **“assessment”**, not construct the **excavated or bladed trail** or road.

(3) where a *‘terrain assessment’* completed under (1) above identifies that the construction of an **excavated or bladed trail** or road that was not previously identified in a **“project plan”** will not increase the overall level of risk, versus the level of risk **“documented”** in the **“project plan”**, inclusive on any **“measures”** identified in the **“assessment”**, construct the **excavated or bladed trail** or road only after:

(a) where the **“measures”** identified do not require a change to a site plan

(i) incorporating the **“measures”** identified under (3) above as prescribed requirements of the **“project plan”**,

(ii) **“documenting”** the **“assessments”** undertaken and **“measures”** prescribed, and

(iii) informing the **“TSM”** of the change to the **“project plan”**; or

(b) where the **“measures”** identified require a change to a site plan

(i) informing the **“TSM”** of the **“assessments”** undertaken,

(ii) working with the **“TSM”** to revise the site plan, following **strategies** (1) and (2) under this section of the FSP, and

(iii) receiving a revised site plan.

NEW EXCAVATED OR BLADED TRAILS AND ROADS, WHERE PRIMARY FOREST ACTIVITIES ARE NOT RESTRICTED

(7) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where **primary forest activities** have not been restricted in a **“project plan”** under **strategy** (1), for the area associated with that cutblock or road:

(1) where an **excavated or bladed trail** or road that was not previously identified in a **“project plan”** is proposed on a slope exceeding 45%, undertake a *‘terrain assessment’*.

(2) where a *‘terrain assessment’* completed under (1) above identifies that the construction of an **excavated or bladed trail** or road that was not previously identified in a **“project plan”** will put at risk a **“FRPA value”**, a *‘high value element’* or *‘soil conservation’*, to a level that the

'TKO terrain stability management model' requires the "TSM" to prepare an additional rationale to proceed with the **primary forest activities**, inclusive on any "**measures**" identified in the "**assessment**", not construct the **excavated or bladed trail** or road.

(3) where the 'terrain assessment' completed under (1) above identifies that the construction of an **excavated or bladed trail** or road that was not previously identified in a "**project plan**" will not put at risk a "**FRPA value**", a 'high value element' or 'soil conservation', to a level that the 'TKO terrain stability management model' requires the "TSM" to prepare an additional rationale to proceed with the **primary forest activities**, inclusive on any "**measures**" identified in the "**assessment**", construct the **excavated or bladed trail** or road only after:

- (a) where the "**measures**" identified do not require a change to a site plan
 - (i) incorporating the "**measures**" identified under (3) above as prescribed requirements of the "**project plan**",
 - (ii) "**documenting**" the "**assessments**" undertaken and "**measures**" prescribed, and
 - (iii) informing the "TSM" of the change to the "**project plan**"; or
- (b) where the "**measures**" identified require a change to a site plan
 - (i) informing the "TSM" of the "**assessments**" undertaken,
 - (ii) working with the "TSM" to revise the site plan, following **strategies** (1) and (2) under this section of the FSP, and
 - (iii) receiving a revised site plan.

SUB-SECTION SPECIFIC DEFINITIONS

'**high value element**' means a human high-use area or transportation corridor, major utility corridor, consumptive use water source, immediate or downstream high value fish habitat, or other value as determined by a "**qualified professional**".

'**soil conservation**' means the prevention of soil degradation (including compaction, puddling, displacement, surface erosion and/or mass wasting) caused by soil disturbance, as determined from a '**soil hazard assessment**' evaluating site sensitivity to soil degrading processes.

'**soil hazard assessment**' means an "**assessment**" that

- (A) evaluates **sensitive soils** using
 - (I) the MOF FS39A Silviculture Prescription Plot Card (Appendix 6.1A), or
 - (II) an alternative to the MOF FS39A form, as deemed a suitable alternative by a "**qualified professional**",
- (B) where **sensitive soils** are identified, prescribes "**measures**", such as restrictions to the appropriate season, timing window, or weather conditions, during which **primary forest activities** may be carried out, where and to the extent necessary to mitigate the hazard,
- (C) where the **sensitive soils** identified include a very high soil erosion hazard, prescribes "**measures**" to manage fine sediment accumulation along roads (prioritizing FPPR Sec. 47

classified **stream** and non-classified drainage crossings), where and to the extent necessary to mitigate the hazard.

'*terrain assessment*' means an "**assessment**" that

(A) applies the contemporary '*TKO terrain stability management model (model)*' to acquire, complete, update or provide an addendum to a terrain assessment, or prescribe best management practices, as directed by the '*model*', and

(B) is inclusive of any previously completed "**assessments**" and any subsequently required "**assessments**" (e.g. decision and documentation tool, office or field based site reviews, TSA reports).

'*TKO terrain stability management model*' means the contemporary procedure developed by the B.C. Timber Sales Kootenay Business Area to comply with the requirements of the "**professional practice guidelines**", as amended from time to time (refer to Appendix 6.1B – TKO Terrain Stability Management Model).

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6.1.3 Road Maintenance

RESULTS AND STRATEGIES

RESPONSIBILITIES OF THE TSM

ROAD MAINTENANCE RESPONSIBILITY AND PLANS

(1) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) identify roads and other roads for which an **"agreement holder"** will be assigned 'road maintenance responsibility'.

(2) where an **"agreement holder"** is assigned 'road maintenance responsibility' for a road or other road, oblige an **"agreement holder"** to

(a) prepare a 'road maintenance plan', and

(b) complete a 'statement of road conformance'.

DOCUMENTATION

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) **"document"** in a **"project plan"**

(a) roads or other roads for which an **"agreement holder"** has been assigned 'road maintenance responsibility',

(b) obligations of an **"agreement holder"** to

(i) prepare a 'road maintenance plan',

(ii) complete a 'statement of road conformance'; and

(c) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

REQUEST OF A STATEMENT OF ROAD CONFORMANCE

(3) The **"TSM"** may, where an **"agreement holder"** has completed conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road, or other road:

(1) request from an **"agreement holder"** a 'statement of road conformance'.

UPDATES TO ROAD MAINTENANCE RESPONSIBILITIES

(4) The **"TSM"** shall, when an agreement holder is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a

cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road, or other road:

(1) where the **"TSM"** identifies that good forest stewardship would be better served by a change in *'road maintenance responsibilities'*, based on newly available information, revise the roads for which an **"agreement holder"** has been assigned *'road maintenance responsibilities'*.

(2) **"document"** in a **"project plan"**

(a) updated roads or other roads for which an **"agreement holder"** has been assigned *'road maintenance responsibility'*,

(b) obligations of an **"agreement holder"** to

(i) prepare a *'road maintenance plan'*,

(ii) complete a *'statement of road conformance'*; and

(c) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(3) provide the updated **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(5) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where an **"agreement holder"** has been assigned *'road maintenance responsibility'* for a road or other road,

(a) prepare a *'road maintenance plan'*,

(b) carry out the *'road maintenance plan'*, and

(c) complete a *'statement of road conformance'* upon completion of the *'road maintenance plan'*.

PROVISION OF A STATEMENT OF ROAD CONFORMANCE

(6) An **"agreement holder"** shall, upon completion of **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) where requested by the **"TSM"**, provide a copy of the *'statement of road conformance'* to the **"TSM"**.

SUB-SECTION SPECIFIC DEFINITIONS

'road maintenance plan' means, separate from any requirements under FPPR Sec. 79 (road maintenance), a written plan that identifies those **"measures"** determined necessary by a **"qualified professional"** for

- (A) *'routine road maintenance'*, and
- (B) *'supplementary road maintenance'*.

'road maintenance responsibilities' means, designated obligations with respect to

- (A) FPPR Sec. 79 (road maintenance),
- (B) *'routine road maintenance'*, and
- (C) *'supplementary road maintenance'*.

'routine road maintenance' means to

- (A) protect the structural integrity of the **road prism**, road subgrade and clearing widths,
- (B) maintain the functionality of the existing road surface and slope drainage systems (including ditches, culverts, road crowning, in-sloping and out-sloping),
- (C) prevent water pooling on the existing road surface,
- (D) prevent the erosion of surfacing materials,
- (E) where material is eroded from the **road prism**, prevent the material from entering a natural watercourse, and
- (F) direct road surface drainage to stable slopes.

'statement of road conformance' means either

- (A) the form found in Appendix 6.1C - Statement of Road Conformance, or
- (B) a similar document consistent with the **"professional practice guidelines"**, deemed acceptable by the **"TSM"**.

'supplementary road maintenance' means to

- (A) install back-up cross ditches at culvert locations,
- (B) install surface waterbars between culvert locations, and
- (C) carry out these activities
 - (I) upon completion of industrial use, and/or
 - (II) during periods of non-industrial use, and/or
 - (III) when precipitation is occurring in an amount causing erosion of surface material.

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6.1.4 Road Deactivation

RESULTS AND STRATEGIES

RESPONSIBILITIES OF THE TSM

ANNUAL FSR REVIEWS, DEACTIVATION, AND RECORD KEEPING

(1) The **"TSM"** shall, throughout the term of this FSP:

(1) at least annually, undertake an *'FSR review'* of existing tenured Forest Service Roads (FSRs).

(2) where an *'FSR review'* identifies an existing tenured FSR or a segment of an existing tenured FSR for **"road deactivation"** (including *'road rehabilitation'*), incorporate the FSR or segment into a **"project plan"** as a road where an **"agreement holder"** will be assigned *'road deactivation responsibility'*, will be obliged to prepare a *'road deactivation plan'*, and complete a *'statement of road conformance'* under **strategy (2)**.

(3) **"record"** the undertaking of an *'FSR review'*.

ROAD DEACTIVATION RESPONSIBILITY AND PLANS

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) identify roads and other roads for which an **"agreement holder"** will be assigned *'road deactivation responsibility'*.

(2) where an **"agreement holder"** is assigned *'road deactivation responsibility'* for a road or other road, oblige an **"agreement holder"** to:

- (a) prepare a *'road deactivation plan'*, and
- (b) complete a *'statement of road conformance'*.

DOCUMENTATION

(3) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) **"document"** in a **"project plan"**

(a) roads or other roads for which an **"agreement holder"** has been assigned *'road deactivation responsibility'*,

(b) obligations of an **"agreement holder"** to

- (i) prepare a *'road deactivation plan'*, and
- (ii) complete a *'statement of road conformance'*; and

(c) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **“project plan”** to an **“agreement holder”**.

REQUEST OF A STATEMENT OF ROAD CONFORMANCE

(4) The **“TSM”** may, where an **“agreement holder”** has completed conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) request from an **“agreement holder”** a *‘statement of road conformance’*.

UPDATES TO ROAD MAINTENANCE RESPONSIBILITIES

(5) The **“TSM”** shall, when an agreement holder is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road, or other road:

(1) where the **“TSM”** identifies that good forest stewardship would be better served by a change in *‘road deactivation responsibilities’*, based on newly available information, revise the roads or other roads for which an **“agreement holder”** has been assigned *‘road deactivation responsibilities’*.

(2) **“document”** in a **“project plan”**

(a) updated roads or other roads for which an **“agreement holder”** has been assigned *‘road deactivation responsibility’*,

(b) obligations of an **“agreement holder”** to

(i) prepare a *‘road deactivation plan’*,

(ii) complete a *‘statement of road conformance’*; and

(c) responsibilities of **“agreement holders”** under this sub-section of the FSP.

(3) provide the updated **“project plan”** to an **“agreement holder”**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(6) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) carry out **primary forest activities** consistent with the **“project plan”**.

(2) where an **“agreement holder”** has been assigned *‘road deactivation responsibility’* for a road,

(a) prepare a *‘road deactivation plan’*,

(b) carry out the *‘road deactivation plan’*, and

(c) complete a *‘statement of road conformance’* upon completion of the *‘road deactivation plan’*.

PROVISION OF A STATEMENT OF ROAD CONFORMANCE

(7) An **“agreement holder”** shall, upon completion of **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) where requested by the **“TSM”**, provide a copy of the *‘statement of road conformance’* to the **“TSM”**.

SUB-SECTION SPECIFIC DEFINITIONS

‘FSR review’ mean an **“assessment”** that

- (A) evaluates the long-term need to maintain tenured FSR,
- (B) has the goal of limiting overall road densities on the landscape to only those roads necessary to protect or manage a **“FRPA value”**, accommodate a stakeholder commitment or for another resource management purpose,
- (C) where an FSR or segment of an FSR is identified as being necessary according to (B), the road shall be maintained, and
- (D) where an FSR or segment of an FSR is identified as not being necessary according to (B), the road shall be identified for **road deactivation** or *‘road rehabilitation’*.

‘road deactivation plan’ means a written plan prepared by a **“qualified professional”** that has the same meaning as defined and discussed within the **“professional practice guidelines”** (at time of FSP approval, meaning specifically the Guidelines for Professional Services in the Forest Sector – Forest Roads, ABCFP & APEGBC 2012).

‘road deactivation responsibilities’ means designated obligations with respect to FPPR Sec. 82 (road deactivation).

‘road rehabilitation’ means

- (A) removal of all culverts,
- (B) decompaction of the road bed,
- (C) recontouring of the **road prism** to its original slope profile, and
- (D) where identified as necessary by a **“qualified professional”**,
 - (I) the construction of swales on the re-contoured surface to re-establish drainage at natural drainage features, where the intent of slope recontouring is to restore natural subsurface drainage patterns as much as **“practicable”** in order to limit down slope hydrological effects of the road drainage systems, and
 - (II) any other **“measure”** necessary to comply with the **“professional practice guidelines”** (at time of FSP approval, meaning specifically the Guidelines for Professional Services in the Forest Sector – Forest Roads, ABCFP & APEGBC 2012).

'statement of road conformance' means either

(A) the form found in Appendix 6.1C - Statement of Road Conformance, or

(B) a similar document consistent with the ***"professional practice guidelines"***, deemed acceptable by the ***"TSM"***.

(The remainder of this page is purposefully blank.)

6.1.5 Karst

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>TRAINING, RECORD KEEPING AND PROVIDING CHANCE FIND TRAINING PACKAGES</p> <p>(1) The "TSM" shall, throughout the term of this FSP:</p> <ul style="list-style-type: none">(1) develop <i>'karst awareness training'</i> and a <i>'karst chance find training package'</i>.(2) <i>'deliver'</i> and "record" the provision of <i>'karst awareness training'</i> to BCTS staff.(3) provide a <i>'karst chance find training package'</i> to "contractors".(4) provide a <i>'karst chance find training package'</i> to "agreement holders". <p>ASSESSMENT AND MANAGEMENT</p> <p>(2) The "TSM" shall, prior to authorizing an "agreement holder" to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <ul style="list-style-type: none">(1) undertake a <i>'karst assessment'</i>.(2) where a <i>'karst assessment'</i> identifies "measures" necessary to protect karst, prescribe the "measures" identified in the <i>'karst assessment'</i>. <p>DOCUMENTATION</p> <p>(3) The "TSM" shall, prior to authorizing an "agreement holder" to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <ul style="list-style-type: none">(1) "document" in a "project plan"<ul style="list-style-type: none">(a) karst identified within or adjacent to cutblocks or roads,(b) "measures" prescribed, and(c) responsibilities of "agreement holders" under this sub-section of the FSP.(2) provide the "project plan" to an "agreement holder". <p>CHANCE FIND PROCEDURE</p> <p>(4) The "TSM" shall, when an "agreement holder" is conducting primary forest activities on or within a cutblock or road to which this FSP applies, <u>and where</u> the "TSM" is informed by an "agreement holder" that new field-identified karst (that was not previously identified in a "project plan") was discovered by the "agreement holder" during the course of normal primary forest activities, for the area associated with that cutblock or road:</p> <ul style="list-style-type: none">(1) where the "measures" identified in the "assessment" do not require a change to a site plan, to the extent necessary and supplemental to "documentation" prepared by the "agreement holder",<ul style="list-style-type: none">(a) "document" in a "project plan"<ul style="list-style-type: none">(i) new "assessments" undertaken by the "agreement holder",(ii) new "measures" prescribed by the "agreement holder",

(iii) new responsibilities of **“agreement holders”** under this sub-section of the FSP.

(b) provide the updated **“project plan”** to the **“agreement holder”**.

(2) where the **“measures”** identified in the **“assessment”** require a change to a site plan, revise the site plan, following **strategies** (2) and (3) under this section of the FSP.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(5) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **“project plan”**.

(2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

CHANCE FIND PROCEDURES

(6) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) during the course of normal **primary forest activities**, identify new field-identified karst discovered on or within a cutblock or road covered under the **“project plan”** (following the *‘karst chance find training package’*).

(2) where new field-identified karst is discovered under (1) above,

(a) stop work to the degree necessary to protect the karst (following the *‘karst chance find training package’*),

(b) incorporate the karst into a *‘karst assessment’*.

(3) where a *‘karst assessment’* identifies **“measures”** necessary to protect karst, and those **“measures”** do not require a change to a site plan,

(a) prescribe the **“measures”** identified in the *‘karst assessment’*,

(b) **“document”** in a **“project plan”**

(i) **“assessments”** undertaken,

(ii) karst identified, and

(iii) **“measures”** prescribed; and

(c) inform the **“TSM”** of the change to the **“project plan”**.

(4) where a *‘karst assessment’* identifies **“measures”** necessary to protect karst, and those **“measures”** require a change to a site plan, only carry out the **“measures”** after

(a) informing the **“TSM”** of the **“assessments”** undertaken,

(b) working with the **“TSM”** to revise the site plan, following **strategies** (2) through (4) under this section of the FSP, and

(c) receiving a revised site plan.

SUB-SECTION SPECIFIC DEFINITIONS

'deliver' means to provide to

- (A) new BCTS staff within 1 year of the start of employment,
- (B) all BCTS staff every 5 years, and
- (C) all BCTS staff within 1 year of new relevant information becoming available.

'existing karst management strategies and measures' means those management strategies and measures identified in guidance documents such as:

- (A) the Ministry of Forests "Karst Management Handbook for British Columbia" (May 2003)
- (B) the Ministry of Forests "Land Management Handbook 66, Chapter 11: Karst Geomorphology, Hydrology and Management",
- (C) the Ministry of Forests "Karst in British Columbia: A Complex Landscape Sculpted by Water", and
- (D) existing reports prepared by **"qualified professionals"**.

'karst assessment' means an **"assessment"** that

- (A) follows the contemporary *'karst awareness training'* or *'karst chance find training package'*,
 - (B) identifies karst potential, within or adjacent to a planned cutblock and/or road, utilizing information available from the contemporary DataBC Reconnaissance Karst Potential Mapping (available at <https://catalogue.data.gov.bc.ca/dataset/395568e1-d233-4217-9732-7afadb6f4265>),
 - (C) identifies field-identified karst, within or adjacent to a planned cutblock and/or road, during the course of
 - (I) normal forestry field work, and/or
 - (II) normal **primary forest activities**,
 - (D) where a cutblock and/or road is within or adjacent to an area mapped by the contemporary DataBC Reconnaissance Karst Potential Mapping as having
 - (I) primary karst likelihood, and
 - (II) high karst development intensity,
- engage a *'karst specialist'* to contribute to the *karst assessment'*,
- (E) where field-identified karst is discovered within or adjacent to a planned cutblock and/or road, engage a *'karst specialist'* to contribute to the *'karst assessment'*, and
 - (F) follows *'existing karst management strategies and measures'* to identify, where necessary and to the extent required depending on the karst, **"measures"** to protect the karst.

'karst awareness training' means guidance related to the identification and management strategies for karst, that is prepared and maintained by a **"qualified professional"**.

'karst chance find training package' means summary guidance for **"contractors"** and **"agreement holders"**, based on the *'karst awareness training'*.

6.2 Biodiversity Emphasis, Old and Mature Forest, and Connectivity Corridors

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • KBHLPO Objective 1 Biodiversity Emphasis • KBHLPO Objective 2 Old and Mature Forest • KBHLPO Objective 5 Grizzly Bear Habitat and Connectivity Corridors
Additional legal references:	<ul style="list-style-type: none"> • None
Additional information:	<p>KBHLPO Objective 5 Grizzly Bear Habitat and Connectivity Corridors: Mapping has not been completed for grizzly bear habitat therefore this portion of the objective has not been activated. Remaining portions of the “objective” have been incorporated into this section of the FSP.</p> <p><i>‘Old growth management areas’</i>: Despite the detailed strategies below, BCTS’s intent is to avoid <i>‘minor incursions’</i> into <i>‘OGMAs’</i> except where doing so supports good forest management.</p>

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT, AND MANAGEMENT OF OLD FOREST AND MATURE-PLUS-OLD FOREST</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to comply with KBHLPO Objective 1, Objective 2, and Objective 5.</p> <p style="padding-left: 40px;">(2) where a cutblock is located within a <i>‘landscape unit/BEC zone combination’</i> and/or <i>‘connectivity corridor’</i> that is shared with another “forest licensee”, send a “referral” to the “forest licensee” at the initial planning and design stage for cutblock development.</p> <p style="padding-left: 40px;">(3) where a “forest licensee” does not respond to a “referral” sent under (2) above,</p> <p style="padding-left: 80px;">(a) re-confirm the contact information for the “forest licensee”,</p> <p style="padding-left: 80px;">(b) send a subsequent “referral” to the “forest licensee”, and</p> <p style="padding-left: 80px;">(c) upon sending the subsequent “referral”, phone the “forest licensee” to confirm receipt of the “referral”.</p> <p style="padding-left: 40px;">(4) where a “forest licensee” responds to a “referral”, make all reasonable efforts to “collaborate” with the “forest licensee” to ensure that the applicable “objectives” will be achieved.</p>

(5) where a cutblock is located within a *'landscape unit/BEC zone combination'* with an *'old forest target'*, undertake an *'old forest assessment'* to plan **primary forest activities** to comply with the applicable **"objectives"**.

(6) where a cutblock is located within a *'landscape unit/BEC zone combination'* with a *'mature-plus-old forest target'*, undertake an *'mature-plus-old forest assessment'* to plan **primary forest activities** to comply with the applicable **"objectives"**.

(7) where an *'old forest assessment'* identifies **"measures"** necessary to ensure compliance with this **strategy**, prescribe the **"measures"** identified in the *'old forest assessment'*.

(8) where a *'mature-plus-old forest assessment'* identifies **"measures"** necessary to ensure compliance with this **strategy**, prescribe the **"measures"** identified in the *'mature-plus-old forest assessment'*.

MINOR INCURSIONS INTO OLD GROWTH MANAGEMENT AREAS

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) not plan **primary forest activities**, except for a *'minor incursion'* within an *'old growth management area (OGMA)'*.

(2) where a *'minor incursion'* is planned within an *'OGMA'*, undertake an *'existing OGMA assessment'*.

(3) where a *'minor incursion'* is planned within an *'OGMA'* and the *'minor incursion'* is greater than or equal to 0.25 hectares, undertake an *'OGMA replacement assessment'* through which to identify a replacement area.

(4) upon drafting of an *'existing OGMA assessment'* and an associated *'OGMA replacement assessment'* (if applicable), send *'follow-up correspondence'* to a **"First Nation"** who sent a *'reply'* to a previously issued *'written request to share information'* (under FSP Sec. 6.11 Cultural Heritage Resources) identifying the *'minor incursion'* and the replacement area (if applicable), including with the *'follow-up correspondence'* the *'existing OGMA assessment'* and *'OGMA replacement assessment'* (if applicable).

(5) where a **"First Nation"** responds to *'follow-up correspondence'* under (4) above, make all reasonable efforts to **"collaborate"** with the **"First Nation"** in finding agreement on the *'minor incursion'*, the replacement area and in finalizing associated **"assessments"**.

(6) map a *'minor incursion'* and a replacement area (if applicable), in the **"project plan"**.

(7) track a *'minor incursion'* and a replacement area (if applicable) in the relevant *'OGMA'* layer of the BCTS GIS Data Library.

(8) *'report'* a *'minor incursion'* and a replacement area (if applicable) to the province.

MINOR INCURSIONS INTO ANCIENT FORESTS

(3) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) not plan **primary forest activities**, except for a *'minor incursion'* within an *'ancient forest'*.

SPECIAL TREE PROTECTION REGULATION AND OLD GROWTH DEFERRALS

(4) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) comply with the Special Tree Protection Regulation.
- (2) follow provincial government policy on old growth deferral areas.

FIRE MAINTAINED ECOSYSTEM PRESCRIPTIONS WITHIN OLD GROWTH MANAGEMENT AREAS IN THE ROCKY MOUNTAIN FOREST DEVELOPMENT UNIT

(5) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are located within the Rocky Mountain FDU, for the area associated with that cutblock or road:

(1) where **primary forest activities** are planned within an *'old growth management area (OGMA)'* for the purposes of restoring or maintaining a fire-maintained ecosystem, undertake an *'existing OGMA assessment'*.

(2) where an *'existing OGMA assessment'* identifies that an *'OGMA'* would benefit from **primary forest activities** undertaken for the explicit purpose of restoring or maintaining the biological value identified in the *'existing OGMA assessment'*, prepare a prescription following the recommendations of the *'existing OGMA assessment'* which aligns with

- (a) the Rocky Mountain Trench Ecosystem Restoration Program, and
- (b) the intent of the KBHLPO Objective 8 Fire-Maintained Ecosystems, despite Map 8.1 not being available.

(3) upon drafting of the *'existing OGMA assessment'* and the associated prescription, send *'follow-up correspondence'* to a **"First Nation"** who sent a *'reply'* to a previously issued *'written request to share information'* (refer to FSP Sec. 6.11 Cultural Heritage Resources for details and definitions), including with the *'follow-up correspondence'* the *'existing OGMA assessment'* and the associated prescription.

(4) where a **"First Nation"** responds to *'follow-up correspondence'* under (3) above, make all reasonable efforts to **"collaborate"** with the **"First Nation"** in finding agreement on the *'existing OGMA assessment'* and in finalizing the associated prescription.

(5) upon completion of the **"collaboration"** described under (4) above, apply to the District Manager for the approval of a FSP amendment that specifies site-specific alternate or modified **results** and/or **strategies** consistent with FPPR Sec. 25.1, including with the application the *'existing OGMA assessment'*, the associated prescription, and a summary of the *'follow-up correspondence'* sent and **"collaboration"** undertaken under (3) and (4) above.

(6) upon approval of the FSP amendment, prescribe **"measures"** consistent with the alternate or modified **results** and/or **strategies** in a **"project plan"**.

DOCUMENTATION

(6) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) **"document"** in a **"project plan"**
 - (a) **"assessments"** undertaken,
 - (b) **"measures"** prescribed,

- (c) **“collaboration”** with **“forest licensees”**
- (d) *‘minor incursions’* and replacement areas (if applicable),
- (e) commitments to not harvest a cutblock within *‘mature forest’* as identified through a *‘mature-plus-old forest assessment’*,
- (f) *‘follow-up correspondence’* and **“collaboration”** with **“First Nation”**, and
- (g) responsibilities of **“agreement holders”** under this sub-section of the FSP.

(2) provide the **“project plan”** to an **“agreement holder”**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(7) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) carry out **primary forest activities** consistent with the **“project plan”**.
- (2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this section of the FSP will be achieved.

SUB-SECTION SPECIFIC DEFINITIONS

‘ancient forest’ means a forest stand at least 0.1 hectare in area

- (A) that is aged
 - (I) >250 years, for a stand within a BEC classified as Natural Disturbance Type 3, or
 - (II) >400 years, for a stand within a BEC classified as Natural Disturbance Type 1, 2 or 4; and
- (B) where the age of the forest stand is either
 - (I) derived from the VRI, or
 - (II) confirmed through an **“assessment”** of a forest stand where field-collected stand age data is used to evaluate the age of the forest stand against age criteria under (A) above including where a potential ancient forest is encountered in the field during the course of regular forestry field activities.

‘connectivity corridor’ means a connectivity corridor as specified and mapped within the KBHLPO.

‘cultural heritage resource (CHR)’ means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance to British Columbia, a community or an aboriginal people, that is the focus of a traditional use by an aboriginal people that is of continuing importance to that people, and that is not regulated under the Heritage Conservation Act.

‘cultural heritage resources review’ means an **“assessment”** that

- (A) reviews the available information from BCTS and the **“First Nation”**,
- (B) determines areas of concern that may result from **primary forest activities** when compared with **“First Nation”** interests or activities,

(C) identifies if a specific subsequent **“assessment”** is warranted,

(D) evaluates the potential for impacts to a ‘CHR’ considering the following factors (as modified from FPPR Schedule 1, Sec.4)

(I) the relative value or importance of a particular ‘CHR’ to a traditional use by an aboriginal people,

(II) the relative abundance or scarcity of a ‘CHR’ that is the focus of a traditional use,

(III) the historical extent of a traditional use of a ‘CHR’,

(IV) the impact on **“timber harvesting”** rights of conserving or protecting a ‘CHR’, and

(V) options for mitigating the impact that a forest practice might have on a ‘CHR’; and

(E) identifies **“measures”** to protect the ‘CHR’ that will meet the needs of both BCTS and the **“First Nation”**.

‘existing OGMA assessment’ means a field-based **“assessment”** that evaluates the **“OGMA”** against the requirements of KBHLPO Objective 2 (5), utilizing the Old Growth Scorecards (Appendix 6.2B) and the Guidance for Subscript k (Appendix 6.2C).

‘follow-up correspondence’ means

(A) a written description and map of the planned **“timber harvesting”** or **“road construction”**, and

(B) a review and comment period of at least 30 days, unless otherwise agreed to.

‘landscape unit/BEC zone combination’ means

(A) a landscape unit as identified in the KBHLPO and mapped on KBHLPO Map 1.1, and

(B) a Biogeoclimatic Ecosystem Classification Zone identified and mapped in Land Management Handbook 20.

‘mature forest’ means mature forest as specified under KBHLPO Objective 2.

‘mature forest target’ means a target for mature forest as specified under KBHLPO Objective 2.

‘mature-plus-old forest’ means mature forest and old forest as specified under KBHLPO Objective 2.

‘mature-plus-old forest assessment’ means an **“assessment”** that

(A) where a cutblock is located within the Selkirk Forest District, follows Method 1 as described within the KBHLPO Biodiversity Reporting Suite Guidance Document (Appendix 6.2A), which means:

(I) first, adopts ‘OGMAs’ as surrogates towards meeting an ‘old forest target’, where the entire area of crown forest land base contained within an ‘OGMA’ will be considered ‘old forest’, irrespective of actual stand age,

(II) second, adopts ‘old forest’ and/or ‘mature forest’ within ‘parks’ (both inside and outside of ‘connectivity corridors’) towards meeting an additional ‘mature forest target’,

(III) third, adopts ‘old forest’ and/or ‘mature forest’ within ‘connectivity corridors’ (where slopes are less than 80%) towards meeting an additional ‘mature forest target’, giving additional preference to utilizing inoperable forest over operable forest,

(IV) utilizes the contemporary shared Reporting Suite (e.g. Selkirk tables) to track ‘mature-plus-old forest targets’,

(V) where a cutblock is located within a low biodiversity emphasis area and the contemporary shared Reporting Suite indicates that the area is being managed to the 2/3 draw-down *'old forest target'*, will include in the **"assessment"**

- (1) a recruitment strategy detailing how the full *'old forest target'* will be met at the end of three rotations, and
- (2) a commitment to not harvest below the applicable 2/3 draw-down *'old forest target'*; and

(VII) where a cutblock is located within a *'landscape unit/BEC zone combination'* where the contemporary shared Reporting Suite indicates that the *'old forest target'* and/or *'mature forest target'* remains in deficit even after the adoption of areas under (I) through (III) above,

- (1) includes in the **"assessment"** a step-down recruitment strategy (following the method described in section 5.b.1 of Appendix 6.2A) detailing how additional *'old forest'* and/or *'mature forest'* will be managed to meet the *'old forest'* and/or *'mature forest target'*, and
- (2) commits the **"TSM"** to not **harvest** a cutblock within the *'old forest'* and/or *'mature forest'* identified under (1) above until a subsequent *'mature-plus-old forest assessment'* indicates that the additional *'old forest'* and/or *'mature forest'* identified is no longer required to address a deficit relative to the *'mature-plus-old forest target'*;

(B) where a cutblock is located within the Rocky Mountain District, until such a time as the District Manager provides updated guidance as to how *'old forest targets'* and *'mature forest targets'* shall be tracked and evaluated, will follow the method outlined for the Selkirk Forest District under (A) above, except that BCTS developed tables will be utilized in place of the shared Reporting Suite (e.g. Selkirk Tables) under (A)(III) to track *'mature-plus-old forest targets'*, and

(C) identifies **"measures"**, where necessary and to the extent required, to ensure compliance with **strategy** (1).

'mature-plus-old forest target' means a target for mature forest and old forest as specified under KBHLPO Objective 2.

'minor incursion' means **primary forest activities**

(A) for one or more of the following reasons, and limited to the extent required by the reasons:

- (I) to address *'safety hazards'* within the **"OGMA"**, other than where the *'safety hazard'* relates to the management of a single **dangerous tree**,
- (II) to remove trees impacted by wind, fire, or forest health factors within the **"OGMA"**, where the *'OGMA'* has been damaged to a degree that it no longer has the biological value of *'old forest'* as evaluated through an *'existing OGMA assessment'*,
- (III) to remove only windthrown trees within the **"OGMA"** that are a *'potential source to cause epidemic insect spread'*, and/or
- (IV) to address *'operational constraints'*; and

(B) the interpretation of the reasons under (A) above will align with any applicable official guidance provided by the District Manager, Regional Executive Director, or the Chief Forester.

'OGMA replacement assessment' mean an **"assessment"** that evaluates a replacement area for an 'OGMA' against the following criteria:

(A) the replacement area is at least the same area as the '*minor incursion*',

(B) selection of the replacement area prioritizes either

(I) '*ancient forests*', and/or

(II) other valuable or at risk ecosystems, as identified by a '**qualified professional**'

over other suitable replacement candidates;

(C) the replacement area is within the same '*landscape unit/BEC zone combination*' as the '*minor incursion*',

(D) the replacement area exhibits biological value that is greater than or equal to that of the '*minor incursion*' it is replacing, as evaluated through a field-based **"assessment"** using the Old Growth Scorecards (Appendix 6.2B) and the Guidance for Subscript K (Appendix 6.2C),

(E) establishment of the replacement area aligns with any other applicable official guidance provided by the District Manager, Regional Executive Director, or the Chief forester,

(F) the replacement area will not, through its establishment, cause another **"objective"** applicable to the replacement area to not be achieved.

(G) where the replacement area is less than 2.0 hectares, the replacement area is attached to an existing 'OGMA', and

(H) where the replacement area is greater than or equal to 2.0 hectares, the replacement area is either attached to an existing 'OGMA' or a created as new stand alone 'OGMA'.

'old growth management area (OGMA)' means an area spatially identified as either

(A) a non-legal 'OGMA' in the BC Geographic Warehouse data layer known as 'Old Growth Management Areas - Non-Legal - Current' (available at <https://catalogue.data.gov.bc.ca/dataset/old-growth-management-areas-non-legal-current>), and/or

(B) the 'OGMA' layer of the BCTS GIS Data Library (which tracks BCTS '*minor incursions*' within 'OGMAs' and replacement areas prior to annual reconciliation with the government layer referenced under (A) above).

'operational constraints' means locating roads, tail holds, guy line tiebacks, designated skid trails or yarding corridors where there is

(A) no other **"practicable"** option without a '*minor incursion*', or

(B) another option would result in a greater risk to one or more **"FRPA values"**.

'old forest' means old forest as specified under KBHLPO Objective 2.

'old forest target' means a target for old forest as specified under KBHLPO Objective 2.

'old forest assessment' means an **"assessment"** that,

(A) where a cutblock is located within the Selkirk Forest District, follows Method 1 as described within the KBHLPO Biodiversity Reporting Suite Guidance Document (Appendix 6.2A), which means:

(I) adopts 'OGMAs' as surrogates towards meeting 'old forest targets', where the entire area of crown forest land base contained within an 'OGMA' will be considered 'old forest', irrespective of actual stand age,

(II) utilizes the contemporary shared Reporting Suite (e.g. Selkirk tables) to track 'old forest targets',

(III) where a cutblock is located within a low biodiversity emphasis area and the contemporary shared Reporting Suite indicates that the area is being managed to the 2/3 draw-down target for 'old forest', will include in the "**assessment**"

(1) a recruitment strategy detailing how the full 'old forest target' will be met at the end of three rotations, and

(2) a commitment to not harvest below the applicable 2/3 draw-down 'old forest target', and

(IV) where a cutblock is located within a 'landscape unit/BEC zone combination' where the contemporary shared Reporting Suite indicates that the 'old forest target' remains in deficit even after the adoption areas under (I) above,

(1) includes in the "**assessment**" a recruitment strategy (following the method described in section 5.a.1 of Appendix 6.2A) detailing how additional 'old forest' will be managed to meet the 'old forest target', and

(2) commits the "**TSM**" to not **harvest** a cutblock within the 'old forest' identified under (1) above until a subsequent 'old forest assessment' indicates that the additional 'old forest' identified is no longer required to address a deficit relative to the 'old forest target';

(B) where a cutblock is located within the Rocky Mountain District, until such a time as the District Manager provides updated guidance as to how 'old forest targets' shall be tracked and evaluated, will follow the method outlined under (A) above for the Selkirk Forest District, except that BCTS developed tables will be utilized in place of the shared Reporting Suite (e.g. Selkirk Tables) under (A)(III) to track 'old forest targets', and

(C) identifies "**measures**", where necessary and to the extent required, to ensure compliance with **strategy** (1).

'old forest target' means a target for old forest as specified under KBLHPO Objective 2.

'parks' means Provincial parks, National parks, ecological reserves, and approved Goal 2 protected areas.

'potential source to cause epidemic insect spread' means situations where the windthrown trees within the "**OGMA**" are:

(A) spruce or Douglas-fir species,

(B) have been down for 3 years or less, and

(C) in the opinion of a "**qualified professional**", located sufficiently close to an area where a bark beetle infestation, affecting spruce or Douglas-fir, is active beyond endemic levels, such that the windthrown trees will be a target for beetle attack.

'reply' means a communication received by the **"TSM"** in response to a *'written request to share information'*.

'report' means to provide information to the appropriate provincial Ministry

(A) in compliance with annual official requirements established by the relevant provincial Ministry, and

(B) upon request.

'safety hazards' mean an exemption necessary under the [FPPR Sec. 2\(3\)](#), to allow a person to conform to the Workers Compensation Act and the regulations under that Act.

'written request to share information' means

(A) a description of the proposed **"timber harvesting"** or **"road construction"**,

(B) a map of the proposed **"timber harvesting"** or **"road construction"**,

(C) a request for comments and information on *'cultural heritage resources'*, including the type, location, and extent of any traditional use that is of continuing importance to the **"First Nation"**,

(D) an offer to meet with the **"First Nation"**, and

(E) an opportunity of at least 30 days, unless otherwise agreed to, for review and comment.

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6.3 Water, Fish, Wildlife and Biodiversity within Riparian Areas

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • FPPR Sec. 8 Objectives set by government for water, fish, wildlife and biodiversity within riparian areas
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 12.1(6) Exemptions — when undertaking given for compliance with specified regulations • FPPR Sec. 12(3) Specifying results or strategies

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>ASSESSMENT AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) undertake a <i>‘riparian classification assessment’</i> of riparian features located within or adjacent (within 100 meters) to a cutblock and/or road, to plan primary forest activities to be consistent with FPPR Sec. 47 to 49 (riparian classes), 50, 51, and 52(2) (restrictions in riparian areas) and 53 (temperature sensitive streams).</p> <p style="padding-left: 40px;">(2) where a riparian management zone (RMZ) is located within a cutblock:</p> <p style="padding-left: 80px;">(a) undertake a <i>‘riparian management zone assessment’</i>,</p> <p style="padding-left: 80px;">(b) prescribe <i>‘RMZ tree retention’</i>, and</p> <p style="padding-left: 80px;">(c) establish a minimum 5 metre machine-free zone along both sides of streams within conventional harvest units (including where tethered equipment is used), with the exception of stream crossing trails, and</p> <p style="padding-left: 80px;">(d) establish a minimum 5 metre machine-free zone around wetlands and lakes where ground-based equipment will operate.</p> <p>DOCUMENTATION</p> <p>(2) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) “document” in a “project plan”</p> <p style="padding-left: 80px;">(a) “assessments” undertaken,</p> <p style="padding-left: 80px;">(b) <i>‘RMZ tree retention’</i> prescribed,</p> <p style="padding-left: 80px;">(c) machine-free zones established,</p> <p style="padding-left: 80px;">(d) “measures” prescribed, and</p> <p style="padding-left: 80px;">(e) responsibilities of “agreement holders” under this sub-section of the FSP.</p> <p style="padding-left: 40px;">(2) provide the “project plan” to an “agreement holder”.</p>

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An ***“agreement holder”*** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the ***“project plan”***.

(2) where ***“measures”*** have been ***“documented”*** within a ***“project plan”***, carry out **primary forest activities** and other activities in accordance with the ***“measures”***, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

(3) carry out **primary forest activities** consistent with FPPR Sec. 47 to 49 (riparian classes), 50, 51, and 52(2) (restrictions in riparian areas) and 53 (temperature sensitive streams).

STREAM, WETLAND, AND LAKE PROTECTION

(4) An ***“agreement holder”*** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) where conducting **primary forest activities** near **streams**,

- (a) *‘remove’ timber harvesting* debris from **stream** channels,
- (b) *‘effectively manage’* designated crossing trails on **streams**, and
- (c) fall, yard and skid away from **streams**, where ***“practicable”***.

(2) where conducting **primary forest activities** near **wetlands** and lakes,

- (a) *‘remove’ timber harvesting* debris from **wetlands** and lakes, and
- (b) fall, yard and skid away from **wetlands** and lakes, where ***“practicable”***.

SUB-SECTION SPECIFIC DEFINITIONS

‘effectively manage’ means

- (A) installing **stream** crossing trails perpendicular to the **stream** channel and prioritizing a location having a narrow width, a straight section (not meandering or braided) and solid, stable **stream** banks, **stream** bed and approaches;
- (B) using structures and/or materials that will not obstruct **stream** flow (if present) and placement techniques (e.g., lifting into place) that will avoid destabilizing **stream** banks or channel bed;
- (C) installing sediment and erosion control measures, as appropriate, before starting work;
- (D) minimizing the number of crossings used and limiting their dimensions;
- (E) implementing deactivation practices that maintain **stream** bank stability, avoid channel, bank and adjacent **soil disturbance**, re-stabilize exposed soils, re-establish natural drainage, and removing introduced debris and foreign materials; and
- (F) removing **stream** crossing structures as soon as their use is no longer required.

'*licensed domestic water user*' means those persons listed on the [B.C. Government Water Licences Query Website](#) (or successor) as holding a licence for domestic use and where the licenced intake is being utilized.

'*operational constraints*' means locating roads, tail holds, guy line tiebacks, designated skid trails or yarding corridors where there is

- (A) no other "**practicable**" option without a '*minor incursion*', or
- (B) another option would result in a greater risk to one or more "**FRPA values**".

'*remove*' means

- (A) extracting introduced debris (tree stems, branches, and other woody debris) greater than 1 metre in length, and shorter lengths if accumulated together, from **stream** channels;
- (B) placing introduced debris where it will not re-enter the **stream** as a result of downslope movement or **stream** peak flows;
- (C) retaining pre-**harvest** embedded or natural woody debris;
- (D) where **stream** banks, natural woody debris or riparian vegetation will suffer a material adverse effect, machinery will not be used to remove **harvest** debris; and
- (E) completing the above concurrent with **primary forest activities**, meaning prior to spring freshet.

'*riparian classification assessment*' means an "**assessment**" of riparian features that have the potential to meet the classification criteria set out in FPPR Sec. 47 to 49 (riparian classes).

'*riparian management zone (RMZ) assessment*' means an "**assessment**" of a **riparian management zone**, with the goal of determining and prescribing the appropriate number, distribution, species, size(s) and characteristics of '*RMZ tree retention*', which considers factors such as:

- (A) '*safety hazards*',
- (B) windthrow risk, based on tree, stand, soil and topographic characteristics, prevailing winds, and options available to reduce risk,
- (C) **stream** channel integrity; **stream**, wetland and lake bank stability; and potential for erosion and sediment delivery to **streams, wetlands** and lakes,
- (D) forest health factors,
- (E) fish and wildlife habitat (e.g. the ability of wildlife to travel to the RMZ from unharvested areas [refer to FSP Sec. 6.5 Wildlife and Biodiversity - Stand Level, Sub-Section Specific Definitions, '*wildlife tree retention assessment*' section (C) for details]),
- (F) water quality,
- (G) '*licensed domestic water users*' and intake locations,
- (H) presence of standing live or dead trees with wildlife habitat value,
- (I) retention of understory vegetation and non-merchantable trees,
- (J) shade requirements for **streams**,
- (K) vegetation management and post-harvest **silviculture treatments**,

- (L) coarse woody debris requirements,
- (M) hydrological and terrain stability concerns and/or recommendations from related **“assessments”**,
- (N) visual quality,
- (O) range use,
- (P) timber objectives and *‘operational constraints’*,
- (Q) results from relevant Forest & Range Evaluation Program (FREP) **stream** monitoring gathered from BCTS TSLs in the Kootenay Business Area, where available, and
- (R) considering subsequent **“measures”** identified by a **“qualified professional”** to prevent or mitigate unavoidable material adverse impacts to **stream** channels and to the **RRZ**.

‘RMZ tree retention’ means a level of standing tree retention prescribed within a **RMZ**, based upon the results of a *‘RMZ assessment’*, and consistent with

(A) the table below, or

Riparian Class	% of the Pre-Harvest Merchantable Stems Per Hectare to be Retained
S1-A stream	20-100%
S1-B stream	10-100%
S2 stream	10-100%
S3 stream	10-100%
S4 stream	10-100%
S5 stream	10-100%
S6 stream	>0-100%
All classes of wetlands or lakes	10-100%

(B) where a **“qualified professional”** determines through a *‘RMZ assessment’* that a different level of retention is necessary to prevent or mitigate an unavoidable material adverse impact to a **stream** channel or **RRZ**, the level of retention prescribed by the **“qualified professional”**.

‘safety hazards’ mean an exemption necessary under the [FPPR Sec. 2\(3\)](#), to allow a person to conform to the Workers Compensation Act and the regulations under that Act.

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6.4 Wildlife and Biodiversity — Landscape Level, Green-up and ERDZ - Timber

OBJECTIVES	
Applicable “ <i>objectives</i> ”:	<ul style="list-style-type: none"> • FPPR Sec. 9 Objectives set by government for wildlife and biodiversity — landscape level • KBHLPO Objective 4 Green-up • KBHLPO Objective 7 Enhanced Resource Development Zones – Timber
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 12.1(7) FPPR Exemptions — when undertaking given for compliance with specified regulations • FPPR Sec. 12(4) to 12(6) Specifying results or strategies

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT AND MANAGEMENT</p> <p>(1) The “<i>TSM</i>” shall, prior to authorizing an “<i>agreement holder</i>” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p>(1) plan primary forest activities to comply with KBHLPO Objective 4 and Objective 7.</p> <p>(2) where a cutblock is located within a ‘<i>landscape unit/BEC zone combination</i>’ that is shared with another “<i>forest licensee</i>”, send a “<i>referral</i>” to the “<i>forest licensee</i>” at the initial planning and design stage for cutblock development.</p> <p>(3) where a “<i>forest licensee</i>” does not respond to a “<i>referral</i>” sent under (2) above,</p> <p style="padding-left: 40px;">(a) re-confirm the contact information for the “<i>forest licensee</i>”,</p> <p style="padding-left: 40px;">(b) send a subsequent “<i>referral</i>” to the “<i>forest licensee</i>”, and</p> <p style="padding-left: 40px;">(c) upon sending the subsequent “<i>referral</i>”, phone the “<i>forest licensee</i>” to confirm receipt of the “<i>referral</i>”.</p> <p>(4) where a “<i>forest licensee</i>” responds to a “<i>referral</i>”, make all reasonable efforts to “<i>collaborate</i>” with the “<i>forest licensee</i>” to ensure that the applicable “<i>objectives</i>” will be achieved.</p> <p>(5) not implement the provision of KBHLO Objective 4 allowing for areas not adequately stocked to be considered greened-up.</p> <p>(6) plan primary forest activities to be consistent with FPPR Sec. 64 (maximum cutblock size) and 65 (harvesting adjacent to another cutblock) except that the height requirement in Sec. 65(3)(a) and 65(3)(b)(ii) is reduced from 3 metres to 2.5 metres in all situations (including within KBHLPO Enhanced Resource Development Zones - Timber), except</p> <p style="padding-left: 40px;">(a) within a <i>Scenic Area</i> with an <i>Established Visual Quality Objective</i>, and</p>

(b) within a *Community watershed*,

where the height requirement remains at 3 metres to comply with KBHLPO Objective 4.

(7) undertake a *'green-up assessment'* to evaluate and demonstrate compliance with (1), (3), and (4) above.

(8) where a *'green-up assessment'* identifies **"measures"** necessary to ensure compliance with this **strategy**, prescribe the **"measures"** identified in the *green-up assessment'*.

DOCUMENTATION

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

(a) **"assessments"** undertaken,

(b) **"measures"** prescribed,

(c) **"collaboration"** with **"forest licensees"**, and

(d) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **"measures"** have been **"documented"** in a **"project plan"**, carry out **primary forest activities** and other activities in accordance with the **"measures"**, to ensure the **results** and **strategies** under this section of the FSP will be achieved.

SUB-SECTION SPECIFIC DEFINITIONS

"landscape unit/BEC zone combination" means

(A) a landscape unit as identified in the KBHLPO and mapped on KBHLPO Map 1.1, and

(B) a Biogeoclimatic Ecosystem Classification Zone identified and mapped in Land Management Handbook 20.

'community watershed' has the meaning given to it in FPPR section 8.2(1) and specifically includes those community watersheds referred to in Appendix 6.8.

'established visual quality objective (EVQO)' means

(A) a visual quality objective established as detailed in FSP Sec. 6.10 Table 3, and

(B) the applicable category of altered forest landscape specified in FPPR Sec. 1.1 (categories of visually altered forest landscape).

'green-up assessment' means an "**assessment**" that

(A) clarifies the application of **strategy** (1) by quantifying

(I) the **net area to be reforested (NAR)** a planned cutblock,

(II) the circumstances where FPPR Sec. 64(1) does not apply, due to use of subsections (2), (3), or (4), and

(III) how FPPR Sec. 65 applies to the **new cutblock** and **existing cutblocks**;

(B) where the combined **NAR** of **new cutblocks**, or the **NAR** of **new cutblocks** and **existing cutblocks**, is greater than 40 hectares, as identified through (A) above,

(I) includes the undertaking of a patch size analysis to ensure compliance with the requirements of FPPR Sec. 64 and Sec. 65, and

(II) describes how the cutblock will be consistent with the structural characteristics and the temporal and spatial distribution of an opening that would result from a natural disturbance within the applicable '*landscape unit/BEC zone combination*';

(C) where the **NAR** of a **new cutblock** is greater than 40 hectares, as identified through (A) above, ensures that as required by FSP Sec. 6.5 **strategy** (1),

(I) 5% of the **NAR** of the **new cutblock**, and

(II) 10% of the total cutblock area of **new cutblocks** in the "**TSL**"

will be retained as **wildlife tree retention area (WTRA)** and/or as '*dispersed wildlife tree retention*' (refer to FSP Sec. 6.5 Wildlife and Biodiversity Stand Level, Sub-Section Specific Definitions); and

(D) identifies "**measures**", where necessary and to the extent required, to ensure compliance with **strategy** (1).

'scenic area' means a scenic area established as detailed in FSP Sec. 6.10 Table 3.

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6.5 Wildlife and Biodiversity — Stand Level

OBJECTIVES	
Applicable “ <i>objectives</i> ”:	<ul style="list-style-type: none"> • FPPR Sec. 9.1 Objectives set by government for wildlife and biodiversity — stand level
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 12.5(3) Conditional exemption — section 66 • FPPR Sec. 12.5(4) Conditional exemption — section 67 • FPPR Sec. 66 Wildlife tree retention • FPPR Sec. 67 Restriction on harvesting

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>ASSESSMENT AND MANAGEMENT</p> <p>(1) The “<i>TSM</i>” shall, prior to authorizing an “<i>agreement holder</i>” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) undertake a ‘<i>wildlife tree retention assessment</i>’ to develop a prescription for wildlife tree retention as wildlife tree retention area (WTRA) and/or as ‘<i>dispersed wildlife tree retention</i>’, that is consistent with:</p> <p style="padding-left: 80px;">(a) cutblock level retention of,</p> <p style="padding-left: 120px;">(i) where the net area to be reforested (NAR) of a cutblock is less than or equal to 40 hectares, a minimum of 3.5% of the total cutblock area, or</p> <p style="padding-left: 120px;">(ii) where the NAR of a cutblock is greater than 40 hectares, a minimum of 5.0% of the total cutblock area;</p> <p style="padding-left: 80px;">(b) “<i>timber sale licence (TSL)</i>” level retention of,</p> <p style="padding-left: 120px;">(i) where the NAR of every cutblock within a “<i>TSL</i>” is less than or equal to 40 hectares, a minimum of 7.0% of the total cutblock area in “<i>TSL</i>”, or</p> <p style="padding-left: 120px;">(ii) where the NAR of any one or more individual cutblocks within a “<i>TSL</i>” is greater than 40 hectares, a minimum of 10% of the total cutblock area in the “<i>TSL</i>”; and</p> <p style="padding-left: 80px;">(c) calculation of wildlife tree retention percentages according to the conventions specified in Appendix 6.5A – Wildlife Tree Retention Calculations.</p> <p>(2) not plan primary forest activities within a WTRA or wildlife tree patch (WTP), except</p> <p style="padding-left: 40px;">(a) where the trees on the NAR of the cutblock to which the WTRA or WTP relates have developed attributes consistent with a mature seral condition, or</p> <p style="padding-left: 40px;">(b) for a ‘<i>minor incursion</i>’.</p> <p>(3) where a ‘<i>minor incursion</i>’ is planned within a WTRA or WTP,</p> <p style="padding-left: 40px;">(a) undertake a ‘<i>WTRA replacement assessment</i>’,</p>

- (b) 'track and share WTRA changes',
- (c) update the applicable Site Plan, and
- (d) update the Ministry of Forests RESULTS database.

DOCUMENTATION

(2) The "**TSM**" shall, prior to authorizing an "**agreement holder**" to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) "**document**" in a "**project plan**"
 - (a) "**assessments**" undertaken,
 - (b) **wildlife tree** retention prescribed, and
 - (c) responsibilities of "**agreement holders**" under this sub-section of the FSP.
- (2) provide the "**project plan**" to an "**agreement holder**".

NEW MINOR INCURSION INTO A WTRA BY AN AGREEMENT HOLDER

(3) The "**TSM**" shall, when an agreement holder is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, and where the "**TSM**" is informed by an "**agreement holder**" of a proposed '*minor incursion*' into a **WTRA** that was not previously identified in a "**project plan**", for the area associated with that cutblock or road:

- (1) determine whether the original **WTRA** boundary and/or location is required to protect or manage a "**FRPA value**", accommodate a stakeholder commitment or for another resource management purpose.
- (2) where the "**TSM**" determines that the original **WTRA** boundary and/or location can be modified to accommodate the '*minor incursion*',
 - (a) update the site plan following **strategies** (1) and (2) under this sub-section of the FSP, and
 - (b) provide the updated site plan to the "**agreement holder**".
- (3) where the "**TSM**" determines that the **WTRA** cannot accommodate the '*minor incursion*' identified in (1) above, inform the "**agreement holder**" of the determination.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(4) An "**agreement holder**" shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) carry out **primary forest activities** consistent with the "**project plan**".

NEW MINOR INCURSION INTO A WTRA

(5) An "**agreement holder**" shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) where a '*minor incursion*' that was not previously identified in a "**project plan**" is proposed within a **WTRA**, only carry out the '*minor incursion*' after
 - (a) undertaking a '*WTRA replacement assessment*',

- (b) informing the **"TSM"** of the **"assessments"** undertaken,
- (c) working with the **"TSM"** to revise the site plan, following strategies (1) through (2) under this section of the FSP, and
- (d) receiving a revised site plan from the **"TSM"**.

DANGEROUS TREE ASSESSMENT AND MANAGEMENT

(6) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) where a **wildlife tree** is retained in a **"project plan"** and the **wildlife tree** meets the OHS Regulation Part 26.1 definition of a **dangerous tree**:

- (a) prior to felling a **wildlife tree** consistent with OHS Regulation Sec. 26.11(a), first carry out the risk assessment specified in Sec. 26.11(b) to identify alternative options to felling the **wildlife tree**, and
- (b) where the **wildlife tree** is felled consistent with Sec. 26.11(a), **"document"**
 - (i) its species, estimated DBH, estimated height, and spatial location
 - (ii) how it meets the **dangerous tree** definition, and
 - (iii) the reason(s) why the **wildlife tree** could not be retained.

DANGEROUS TREE FALLING IMPACT ASSESSMENT

(7) An **"agreement holder"** shall, upon completion of **primary forest activities** on or within a cutblock or road to which this FSP applies and where a retained **wildlife tree** has been felled as a **dangerous tree** under **strategy** (6) above, for the area associated with that cutblock or road:

- (1) undertake a *'dangerous tree falling impact assessment'*.
- (2) where a **"qualified professional"** determines that the aggregate falling of **dangerous trees** has quantitatively or qualitatively compromised the **wildlife tree** retention prescription applicable to the **"project plan"**, such that the **wildlife tree** retention requirements of **strategy** (1)(1) and/or the intent of the underlying *'wildlife tree retention assessment'* are no longer achieved,
 - (a) undertake a *'WTRA replacement assessment'*,
 - (b) provide the *'WTRA replacement assessment'* to the **"TSM"**, and
 - (c) **"document"** the *'WTRA replacement assessment'* in a **"project plan"**.

SUB-SECTION SPECIFIC DEFINITIONS

'ancient forest' means a forest stand at least 0.1 hectare in area

- (A) that is aged
 - (I) >250 years, for a stand within a BEC classified as Natural Disturbance Type 3, or
 - (II) >400 years, for a stand within a BEC classified as Natural Disturbance Type 1, 2 or 4; and
- (B) where the age of the forest stand is either
 - (I) derived from the VRI, or

(II) confirmed through an **“assessment”** of a forest stand where field-collected stand age data is used to evaluate the age of the forest stand against age criteria under (A) above including where a potential ancient forest is encountered in the field during the course of regular forestry field activities.

‘dangerous tree falling impact assessment’ means an **“assessment”** that evaluates the impact of the aggregate falling of **dangerous trees** on the **wildlife tree** retention prescription applicable to the **“project plan”**, utilizing the information **“documented”** under **strategy (6)(1)(b)**.

‘dispersed wildlife tree retention’ means an area of individual trees, clumps or patches which are less than 0.25 hectares in size, where contributions to **wildlife tree** retention may be calculated on the basis of the total basal area of the trees retained divided by the average basal area of the associated forest type.

‘minimum percent required’ means either

- (A) the minimum percent specified under this FSP, or
- (B) the minimum percent specified by a former FSP that applied to the **WTRA**, or
- (C) the minimum percent in WTPs as prescribed in a Site Plan or Silviculture Prescription under the Forest Practices Code.

‘minor incursion’ means **primary forest activities** for one or more of the following reasons, and limited to the extent required by the reasons:

- (A) to address *‘safety hazards’* within the **WTRA** or WTP, other than where the *‘safety hazard’* relates to the management of a single **dangerous tree**,
- (B) to remove trees impacted by wind, fire, or forest health factors within the **WTRA** or WTP, where the **WTRA** or WTP is *‘rendered ineffective’*,
- (C) to remove only windthrown trees within the **WTRA** or WTP that are a *‘potential source to cause epidemic insect spread’*, and/or
- (D) to address *‘operational constraints’*.

‘old forest’ means old forest as specified under KBHLPO Objective 2.

‘old growth management area (OGMA)’ means an area spatially identified as either

- (A) a non-legal *‘OGMA’* in the BC Geographic Warehouse data layer known as *‘Old Growth Management Areas - Non-Legal - Current’* (available at <https://catalogue.data.gov.bc.ca/dataset/old-growth-management-areas-non-legal-current>), and/or
- (B) the *‘OGMA’* layer of the BCTS GIS Data Library (which tracks BCTS *‘minor incursions’* within *‘OGMAs’* and replacement areas prior to annual reconciliation with the government layer referenced under (A) above).

‘operational constraints’ means locating roads, tail holds, guy line tiebacks, designated skid trails or yarding corridors where there is

- (A) no other **“practicable”** option without a *‘minor incursion’*, or
- (B) another option would result in a greater risk to one or more **“FRPA values”**.

‘potential source to cause epidemic insect spread’ means situations where the windthrown trees within the WTRA are:

(A) spruce or Douglas-fir species,

(B) have been down for 3 years or less, and

(C) in the opinion of a **“qualified professional”**, located sufficiently close to an area where a bark beetle infestation, affecting spruce or Douglas-fir, is active beyond endemic levels, such that the windthrown trees will be a target for beetle attack.

‘rendered ineffective’ means damaged to a degree that the **WTRA** or WTP no longer has attributes consistent with a mature (or old) seral condition and considering the original intent of the **WTRA** or WTP (if known).

‘report’ means to provide information to the appropriate provincial Ministry

(A) in compliance with annual official requirements established by the relevant provincial Ministry, and

(B) upon request.

‘safety hazards’ mean an exemption necessary under the [FPPR Sec. 2\(3\)](#), to allow a person to conform to the Workers Compensation Act and the regulations under that Act.

‘supplementary coarse woody debris retention’ means retaining a level of coarse woody debris where

(A) total volume will be minimum of 1.24 cubic metres per hectare,

(B) piece size will be a minimum 4 logs per hectare, where each log has

(I) a minimum diameter of 20 centimetres at one end, and

(II) each log has a minimum length of

(1) 5 metres, where **“practicable”**, otherwise

(2) 2 metres;

(C) dead and dry material will be preferentially retained over green material, as **“practicable”**,

(D) material from other species will be preferentially retained over material from Douglas-fir and spruce, as **“practicable”**,

(E) Douglas-fir and spruce stump heights will be left as low to the ground, as **“practicable”**, and

(F) the coarse woody debris retained may also contribute to the requirements of FPPR Sec. 68 (coarse woody debris).

‘track and share WTRA changes’ means to

(A) track a *‘minor incursion’* and a *‘WTRA replacement area’* in the relevant **WTRA** or WTP layer of the BCTS GIS Data Library, and

(B) *‘report’* a *‘minor incursion’* and a *‘WTRA replacement area’*.

‘wildlife tree retention assessment’ means an **“assessment”** that

(A) considers

(I) the factors identified in Appendix 6.5B - Wildlife Tree Retention: Management Guidance (Wildlife Tree Committee 2006),

(II) how the **wildlife tree** retention established exhibits good forest stewardship at the **WTRA**, cutblock, TSL and landscape levels, and

(III) why the total percent retained is appropriate to the circumstances,

- (IV) how dispersed WTR is / is not appropriate to the circumstances,
- (V) where WTRA is prescribed, prioritizes the establishment of larger WTRAs, in order to create improved interior forest habitat;

(B) where the **primary forest activities** are within the BEC Zones of IDF or MS, prescribes *'supplementary coarse woody debris retention'* within the **net area to be reforested**;

(C) where the **primary forest activities** are within or adjacent to a **riparian management zone** of a FPPR Sec. 48 classified wetland and/or a FPPR Sec. 49 classified lake, prioritizes **WTRA** placement that will maintain at least one travel corridor to the wetland and/or lake from one of the following areas, in order to maintain landscape level habitat connectivity for wildlife:

- (I) an *'OGMA'*, an *'ancient forest'*, *'old forest'*, a Protected Area, a Provincial Park, a National Park, or another valuable or at risk ecosystem, as identified by a **"qualified professional"**, or

- (II) in the absence of an area identified under (I) above, an area having the oldest VRI derived age class of the forest stands adjacent to the **riparian management zone** which can provide landscape level habitat connectivity for wildlife towards one or more of the areas identified under (I) above, wherever possible; and

(D) where a **WTRA** is established

- (I) for a primary purpose other than "to retain **wildlife trees**" (i.e. to manage for another **"FRPA value"**), and

- (II) the **WTRA** will not also fully-meet the objective "to retain **wildlife trees**",

will not count the **WTRA** towards meeting the minimum **WTRA** percentages specified under (1)(1).

'WTRA replacement area' means an area substituted for an existing **WTRA** or WTP, as identified through a *'WTRA replacement assessment'*, that

- (A) is at least the same size as the *'minor incursion'*,

- (B) prioritizes over other suitable replacement candidates, either

- (I) *'ancient forests'*,

- (II) *'old forest'*, and/or

- (III) other valuable or at risk ecosystems, as identified by a **"qualified professional"**;

- (C) considers the factors identified in Appendix 6.5B - Wildlife Tree Retention: Management Guidance (Wildlife Tree Committee 2006), and

- (D) is consistent with other applicable official guidance provided by the District Manager, Regional Executive Director, or the Chief forester.

'WTRA replacement assessment' means an **"assessment"** that

- (A) considers the impact of a *'minor incursion'* and/or **dangerous tree** falling on the prescription for **wildlife tree** retention as **wildlife tree retention area (WTRA)** and/or as *'dispersed wildlife tree retention'*, including the underlying *'wildlife tree retention assessment'*,

- (B) maps the *'minor incursion'* and/or **dangerous tree** falling, and

- (C) identifies and maps a *'WTRA replacement area'*.

6.6 Wildlife

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • FPPR Sec. 7 Objectives set by government for wildlife • KBHLPO Objective 5 Grizzly Bear
Additional legal references:	<ul style="list-style-type: none"> • KBHLPO Objective 3 Caribou • GAR Sec. 9 General wildlife measures • GAR Sec. 10 Wildlife habitat area and objectives • GAR Sec. 11 Wildlife habitat features • GAR Sec. 12 Ungulate winter ranges and objectives • GAR Sec. 13 Species at risk, regionally important wildlife and ungulate species
Additional information:	KBHLPO Objective 3 Caribou: This “objective” has been replaced by GAR orders.

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>TRAINING, RECORD KEEPING, AND PROVIDING CHANCE FIND TRAINING PACKAGES</p> <p>(1) The “TSM” shall, throughout the term of this FSP:</p> <p style="padding-left: 40px;">(1) develop ‘wildlife awareness training’ and a ‘wildlife chance find training package’ for ‘wildlife species of management concern’.</p> <p style="padding-left: 40px;">(2) ‘deliver’ and “record” the provision of ‘wildlife awareness training’ to BCTS staff.</p> <p style="padding-left: 40px;">(3) provide a ‘wildlife chance find training package’ to “contractors”.</p> <p style="padding-left: 40px;">(4) provide a ‘wildlife chance find training package’ to “agreement holders”.</p> <p>REPORTING</p> <p>(2) The “TSM” shall, throughout the term of this FSP:</p> <p style="padding-left: 40px;">(1) where a ‘wildlife species of management concern’ is identified in the field, ‘report’ the ‘wildlife species of management concern’.</p> <p>REFERRAL, ASSESSMENT, MANAGEMENT, FOLLOW-UP CORRESPONDENCE, AND EXEMPTIONS</p> <p>(3) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to comply with applicable orders established by GAR and notices given under FPPR Sec. 7 pertaining to a general wildlife measure, regionally important wildlife, a species at risk, a specified ungulate species, an ungulate winter range, an ungulate winter range objective, a wildlife habitat area, a wildlife habitat area objective and/or a wildlife habitat feature.</p>

(2) where a cutblock is located within an **ungulate winter range** that is shared with another **“forest licensee”**, send a **“referral”** to the **“forest licensee”** at the initial planning and design stage for cutblock development.

(3) where a **“forest licensee”** does not respond to a **“referral”** sent under (2) above,

(a) re-confirm the contact information for the **“forest licensee”**,

(b) send a subsequent **“referral”** to the **“forest licensee”**, and

(c) upon sending the subsequent **“referral”**, phone the **“forest licensee”** to confirm receipt of the **“referral”**.

(4) where a **“forest licensee”** responds to a **“referral”**, make all reasonable efforts to **“collaborate”** with the **“forest licensee”** to ensure that the applicable **“objectives”** will be achieved.

(5) undertake a *‘wildlife assessment’* to plan **primary forest activities** to comply with the applicable **“objectives”**, GAR orders, and FPPR Sec. 7 notices.

(6) where a *‘wildlife species of management concern’* is identified in the field during the course of regular forestry field activities, incorporate the *‘wildlife species of management concern’* into a *‘wildlife assessment’*.

(7) where a *‘wildlife assessment’* identifies **“measures”** necessary to protect a *‘wildlife species of management concern’*, prescribe the **“measures”** identified in the *‘wildlife assessment’*.

(8) where a *‘wildlife species of management concern’* is identified in the field, send *‘follow-up correspondence’* to a **“First Nation”** who sent a *‘reply’* to a previously issued *‘written request to share information’* (refer to FSP Sec. 6.11 Cultural Heritage Resources for details and definitions) identifying the *‘wildlife species of management concern’*, including with the *‘follow-up correspondence’* the *‘wildlife assessment’* completed to date.

(9) where a **“First Nation”** responds to *‘follow-up correspondence’* under (6) above, make all reasonable efforts to **“collaborate”** with the **“First Nation”** in finding agreement on management of the *‘wildlife species of management concern’* and in finalizing associated **“assessments”**.

(10) where a *‘wildlife assessment’* identifies **“measures”** necessary to protect a *‘wildlife species of management concern’*, but also identifies that it is not **“practicable”** for the **“measures”** to be consistent with an order established by GAR,

(a) send *‘follow-up correspondence’* to a **“First Nation”** who sent a *‘reply’* to a previously issued *‘written request to share information’* (under FSP Sec. 6.11 Cultural Heritage Resources) identifying the *‘wildlife species of management concern’*, including with the *‘follow-up correspondence’* the draft *‘wildlife assessment’* completed to date.

(b) where a **“First Nation”** responds to *‘follow-up correspondence’* under (a) above, make all reasonable efforts to **“collaborate”** with the **“First Nation”** in finding agreement on management of the *‘wildlife species of management concern’*, in finalizing associated **“assessments”**, and in determining **“measures”** to be consistent with the GAR order to the extent **“practicable”**.

(c) upon completion of the **“collaboration”** described under (b) above, apply to the Director of Resource Management for an exemption to the GAR order, including with the application the *‘wildlife assessment’*, the proposed **“measures”**, and a summary

of the *'follow-up correspondence'* sent and **"collaboration"** undertaken under (a) and (b) above.
(d) upon approval of the GAR order exemption and following the requirements of the exemption, prescribe the **"measures"** identified in the *'wildlife assessment'* in a **"project plan"**.

DOCUMENTATION

(4) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

- (a) **"assessments"** undertaken,
- (b) *'wildlife species of management concern'* identified,
- (c) **"measures"** prescribed,
- (d) *'follow-up correspondence'* and **"collaboration"** with **"First Nations"**,
- (e) where obtained, exemptions to orders established by GAR, and
- (f) responsibilities of **"agreement holders"** under this sub-section of the FSP; and

(2) provide the **"project plan"** to an **"agreement holder"**.

CHANCE FIND PROCEDURE AND DOCUMENTATION

(5) The **"TSM"** shall, when an **"agreement holder"** is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, and where the **"TSM"** is informed by an **"agreement holder"** that a new field-identified *'wildlife species of management concern'* observation (that was not previously identified in a **"project plan"**) was discovered by the **"agreement holder"** during the course of normal **primary forest activities**, for the area associated with that cutblock or road:

(1) where the **"measures"** identified in the **"assessment"** do not require a change to a site plan, to the extent necessary and supplemental to **"documentation"** prepared by the **"agreement holder"**,

(a) **"document"** in a **"project plan"**

- (i) new **"assessments"** undertaken by the **"agreement holder"**,
- (ii) new **"measures"** prescribed by the **"agreement holder"**,
- (iii) new responsibilities of **"agreement holders"** under this sub-section of the FSP, and

(b) provide the updated **"project plan"** to the **"agreement holder"**.

(2) where the **"measures"** identified in the **"assessment"** require a change to a site plan, revise the site plan, following **strategies** (3) and (4) under this section of the FSP.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(6) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

CHANCE FIND PROCEDURES

(7) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) during the course of normal **primary forest activities**, identify new field-identified ‘*wildlife species of management concern*’ discovered on or within a cutblock or road covered under the **“project plan”** (following the ‘*wildlife species of management concern chance find training package*’).

(2) where a new field-identified ‘*wildlife species of management concern*’ is discovered under (1) above,

- (a) stop work to the degree necessary to protect the ‘*wildlife species of management concern*’ (following the ‘*wildlife chance find training package*’),
- (b) incorporate the ‘*wildlife species of management concern*’ into a ‘*wildlife assessment*’.

(3) where a ‘*wildlife assessment*’ identifies **“measures”** necessary to protect a ‘*wildlife species of management concern*’, and those **“measures”** do not require a change to a site plan,

- (a) prescribe the **“measures”** identified in the ‘*wildlife assessment*’,
- (b) **“document”** in a **“project plan”**
 - (i) **“assessments”** undertaken,
 - (ii) ‘*wildlife species of management concern*’ identified, and
 - (iii) **“measures”** prescribed; and

(c) inform the **“TSM”** of the change to the **“project plan”**.

(4) where a ‘*wildlife assessment*’ identifies **“measures”** necessary to protect a ‘*wildlife species of management concern*’, and those **“measures”** require a change to a site plan, only carry out the **“measures”** after

- (a) informing the **“TSM”** of the **“assessments”** undertaken,
- (b) working with the **“TSM”** to revise the site plan, following **strategies** (2) through (4) under this section of the FSP, and
- (c) receiving a revised site plan.

SUB-SECTION SPECIFIC DEFINITIONS

‘*BCTS Corporate SOMC animal master list*’ means the list of animal species developed under the BCTS Corporate Species of Management Concern (SOMC) Program. This list was prepared by Registered Professional Forester and Registered Professional Biologists and includes, as described by the Program Guide (page 6, Version 1.0, Sep 13, 2022), species at risk data derived from multiple sources:

- (A) Provincial Red and Blue Listed species,
- (B) NatureServe Global G1/G2 species,
- (C) [Federal] Species at Risk Act (SARA), Schedule 1 listed species,

- (D) Forest and Range Practices Act (FRPA), FPPR Section 7 (GAR) species,
- (E) Species included in the Identified Wildlife Management Strategy (IWMS), and
- (F) BC Wildlife Act species.

'cultural heritage resource (CHR)' means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance to British Columbia, a community or an aboriginal people, that is the focus of a traditional use by an aboriginal people that is of continuing importance to that people, and that is not regulated under the Heritage Conservation Act.

'cultural heritage resources review' means an **"assessment"** that

- (A) reviews the available information from BCTS and the **"First Nation"**,
- (B) determines areas of concern that may result from **primary forest activities** when compared with **"First Nation"** interests or activities,
- (C) identifies if a specific subsequent **"assessment"** is warranted,
- (D) evaluates the potential for impacts to a *'CHR'* considering the following factors (as modified from FPPR Schedule 1, Sec.4)
 - (I) the relative value or importance of a particular *'CHR'* to a traditional use by an aboriginal people,
 - (II) the relative abundance or scarcity of a *'CHR'* that is the focus of a traditional use,
 - (III) the historical extent of a traditional use of a *'CHR'*,
 - (IV) the impact on **"timber harvesting"** rights of conserving or protecting a *'CHR'*, and
 - (V) options for mitigating the impact that a forest practice might have on a *'CHR'*; and
- (E) identifies **"measures"** to protect the *'CHR'* that will meet the needs of both BCTS and the **"First Nation"**.

'deliver' means to provide to

- (A) new BCTS staff within 1 year of the start of employment,
- (B) all BCTS staff every 5 years, and
- (C) all BCTS staff within 1 year of new relevant information becoming available.

'follow-up correspondence' means

- (A) a written description and map of the planned **"timber harvesting"** or **"road construction"**, and
- (B) a review and comment period of at least 30 days, unless otherwise agreed to.

'reply' means a communication received by the **"TSM"** in response to a *'written request to share information'*

'report' means to provide information to the BC Conservation Data Centre run by the Ministry of Environment

- (A) in compliance with annual official requirements established by the Ministry, and
- (B) upon request.

'wildlife assessment' means an **"assessment"** that

(A) follows the contemporary *'wildlife awareness training'* or *'wildlife chance find training package'*,

(B) reviews the relevant provincial Field Guide to Ecosystem Classification and Identification (Land Management Handbook) to confirm BEC subzone/variant specific potential for the identification of *'wildlife species of management concern'* during the course of

- (I) normal forestry field work, and/or
- (II) normal **primary forest activities**.

(C) identifies *'wildlife species of management concern'* observations, within or adjacent to a planned cutblock or road,

(I) where identified on a map as a known occurrence, through queries of the following provincial government map-searchable spatial databases

- (1) the BC Conservation Data Center,
- (2) EcoCat, and
- (3) HabitatWizard; and/or

(II) where identified in the field during the course of

- (1) normal forestry field work, and/or
- (2) normal **primary forest activities**.

(D) where a *'wildlife species of management concern'* is identified under (A) through (C) above, will initiate further field surveys on a case-by-case basis as determined by a **"qualified professional"**,

(E) where a *'wildlife species of management concern'* observation is identified under (A) through (D) above, identifies **"measures"**, where necessary and to the extent required depending on the *'wildlife species of management concern'*, to protect the *'wildlife species of management concern'* from **primary forest activities**; and

(F) where **"measures"** are identified under (E) they will

(I) follow existing management guidance developed by a **"qualified professional"** such as:

- (1) the Ministry of Environment 'Accounts and Measures for Managing Identified Wildlife' guides,
- (2) the BCTS Corporate SOMC Program (developed to meet Sustainable Forest Management certification requirements,
- (3) guidelines relating to GAR Orders and Ungulate Winter Ranges,
- (4) existing reports, and
- (5) reports newly commissioned for cutblocks or roads covered under a **"project plan"**;

(II) comply with orders established by GAR which apply to the *'wildlife species of management concern'*, specifically orders establishing

- (1) a category of **regionally important wildlife** for which for a **wildlife habitat area**, a **wildlife habitat area objective**, and/or a **general wildlife measure**,
- (2) a **specified ungulate species** for which an **ungulate winter range**, an **ungulate winter range objective** and/or a **general wildlife measure**,

- (3) a **wildlife habitat area**, a **wildlife habitat area objective**, and/or a **general wildlife measure**, and/or
- (4) a **wildlife habitat feature**;

(III) comply with notices given under FPPR Sec. 7 which apply to the *'wildlife species of management concern'*, specifically notices pertaining to indicators of the amount of area, distribution of areas and attributes of areas of wildlife habitat necessary to ensure

- (1) the survival of **species at risk**,
- (2) the survival of **regionally important wildlife**, and
- (3) the winter survival of **specified ungulate species**;

(IV) where established by the relevant provincial Ministry, align with the requirements of regional connectivity corridor mapping, and

(V) consider input received in response to a *'follow-up correspondence'* sent to a **"First Nation"** under **strategy (3)(8)** and/or **(3)(9)**.

'wildlife awareness training' means guidance related to the identification, habitat management strategies and reporting requirements for *'wildlife species of management concern'*, that is prepared and maintained by a **"qualified professional"**.

'wildlife chance find training package' means summary guidance for **"contractors"** and **"agreement holders"**, based on the *'wildlife awareness training'*.

'wildlife species of management concern' means an animal species identified within the TKO Focus List of the BCTS Corporate Species of Management Concern (SOMC) Program (refer to Appendix 6.6 - TKO Wildlife Species of Management Concern). The TKO Focus List is as subset of the *'BCTS Corporate SOMC animal master list'* (after the application of a risk-ranking process detailed within the BCTS Corporate SOMC Program) and includes all animals within the TKO Business Areas that are:

- (A) rated as High based on the Risk Rating (Appendix B of the BCTS Corporate Species of Management Concern Program Guide),
- (B) listed under Sec. 13 of the Designation and Exemption Regulation of the Wildlife Act as
 - (I) threatened,
 - (II) or endangered,
- (C) species established by order under GAR as a
 - (I) category of species at risk (i.e. an identified wildlife species),
 - (II) regionally important wildlife, or
 - (III) specified ungulate species; and/or
- (D) named in association with a wildlife habitat feature established by order under GAR.

'written request to share information' means

- (A) a description of the proposed **"timber harvesting"** or **"road construction"**,
- (B) a map of the proposed **"timber harvesting"** or **"road construction"**,
- (C) a request for comments and information on *'cultural heritage resources'*, including the type, location, and extent of any traditional use that is of continuing importance to the **"First Nation"**,
- (D) an offer to meet with the **"First Nation"**, and
- (E) an opportunity of at least 30 days, unless otherwise agreed to, for review and comment.

6.7 Fish Habitat in Fisheries Sensitive Watersheds

OBJECTIVES	
Applicable “ objectives ”:	<ul style="list-style-type: none"> • FPPR Sec. 8.1 Objectives set by government for fish habitat in fisheries sensitive watersheds
Additional legal references:	<ul style="list-style-type: none"> • GAR Sec. 14 Fisheries sensitive watersheds and objectives • FPPR Sec. 55 Stream crossings • FPPR Sec. 56 Fish passage • FPPR Sec. 57 Protection of fish and fish habitat

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies <u>and where</u> the primary forest activities are within a ‘<i>fisheries sensitive watershed</i>’, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to comply with “objectives” established under GAR Sec. 14(2).</p> <p style="padding-left: 40px;">(2) where the ‘<i>fisheries sensitive watershed</i>’ is shared with another “forest licensee”, send a “referral” to the “forest licensee” at the initial planning and design stage for cutblock development.</p> <p style="padding-left: 40px;">(3) where a “forest licensee” does not respond to a “referral” sent under (2) above,</p> <p style="padding-left: 80px;">(a) re-confirm the contact information for the “forest licensee”,</p> <p style="padding-left: 80px;">(b) send a subsequent “referral” to the “forest licensee”, and</p> <p style="padding-left: 80px;">(c) upon sending the subsequent “referral”, phone the “forest licensee” to confirm receipt of the “referral”.</p> <p style="padding-left: 40px;">(4) where a “forest licensee” responds to a “referral”, make all reasonable efforts to “collaborate” with the “forest licensee” to ensure that the applicable “objectives” will be achieved.</p> <p style="padding-left: 40px;">(5) plan primary forest activities to be consistent with FPPR Sec. 55 (stream crossings), 56 (fish passage) and 57 (protection of fish and fish habitat).</p> <p style="padding-left: 40px;">(6) undertake a ‘<i>fisheries sensitive watershed assessment</i>’ to plan primary forest activities to comply with the applicable “objectives”.</p> <p style="padding-left: 40px;">(7) where a ‘<i>fisheries sensitive watershed assessment</i>’ identifies “measures” necessary to ensure that the applicable “objectives” will be achieved, prescribe the “measures” identified in the ‘<i>fisheries sensitive watershed assessment</i>’.</p> <p>DOCUMENTATION</p>

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within a *'fisheries sensitive watershed'*, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

- (a) **"assessments"** undertaken,
- (b) **"measures"** prescribed,
- (c) **"collaboration"** with other **"forest licensees"**, and
- (d) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within a *'fisheries sensitive watershed'*, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **"measures"** have been **"documented"** in a **"project plan"**, carry out **primary forest activities** and other activities in accordance with the **"measures"**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

(3) carry out **primary forest activities** consistent with FPPR Sec. 55 (stream crossings), 56 (fish passage) and 57 (protection of fish and fish habitat).

SUB-SECTION SPECIFIC DEFINITIONS

'fisheries sensitive watershed' means a fisheries sensitive watershed established under GAR Sec. 14(1).

'fisheries sensitive watershed assessment' means an **assessment** that applies the contemporary *'TKO watershed assessment and risk management framework (framework)'* wherein the BCTS coordinating professional and specialists, shall

(A) identify the potential for **primary forest activities** to result in material adverse impacts relative to the **"objectives"** for the *'fisheries sensitive watershed'*,

(B) where and to the extent necessary, identify **"measures"** to mitigate material adverse impacts resulting from **primary forest activities** to ensure that the **"objectives"** established for the *'fisheries sensitive watershed'* will be achieved,

(C) acquire, complete, update or provide an addendum to a watershed assessment or hydrologic assessment, as directed by the **"framework"**, and

(D) consider elements, to the extent directed by the **"framework"** and professional opinions given thereunder, for example:

- (I) cumulative effects,
- (II) natural stream bed dynamics,

- (III) **stream** channel integrity,
- (IV) quality, quantity and timing of water flow, and
- (V) overall watershed level hydrological conditions.

'TKO watershed assessment and risk management framework (framework)' means the contemporary procedure developed by the B.C. Timber Sales Kootenay Business Area to comply with the requirements of the **"professional practice guidelines"** (specifically the Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Industry (EGBC & ABCFP, 2020; Version 1.0), as amended from time to time (refer to Appendix 6 – TKO Watershed Assessment and Risk Management Framework).

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6.8 Water in Community Watersheds

OBJECTIVES	
Applicable “objectives”:	<ul style="list-style-type: none"> • FPPR Sec. 8.2 Objectives set by government for water in community watersheds
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 59 Protecting water quality • FPPR Sec. 60 Licensed waterworks • FPPR Sec. 61 Excavated or bladed trails • FPPR Sec. 62 Roads in a community watershed • FPPR Sec. 63 Use of fertilizers • FPPR Sec. 84 Notice – road in a community watershed

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT, AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies and where the primary forest activities are within a ‘community watershed’, for the area associated with that cutblock or road:</p> <p>(1) plan primary forest activities to comply with “objectives” established under FPPR Sec. 8.2.</p> <p>(2) where the ‘community watershed’ is shared with another “forest licensee”, send a “referral” to the “forest licensee” at the initial planning and design stage for cutblock development.</p> <p>(3) where a “forest licensee” does not respond to a “referral” sent under (2) above,</p> <p style="padding-left: 40px;">(a) re-confirm the contact information for the “forest licensee”,</p> <p style="padding-left: 40px;">(b) send a subsequent “referral” to the “forest licensee”, and</p> <p style="padding-left: 40px;">(c) upon sending the subsequent “referral”, phone the “forest licensee” to confirm receipt of the “referral”.</p> <p>(4) where a “forest licensee” responds to a “referral”, make all reasonable efforts to “collaborate” with the “forest licensee” to ensure that the applicable “objectives” will be achieved.</p> <p>(5) plan primary forest activities to be consistent with FPPR Sec. 59 to 63 (practice requirements in watersheds).</p> <p>(6) send a “referral” to each ‘licensed domestic water user’ with rights pertaining to the ‘community watershed’.</p> <p>(7) undertake a ‘community watershed assessment’ to plan primary forest activities to comply with the applicable “objectives”.</p> <p>(8) where a ‘community watershed assessment’ identifies “measures” necessary to prevent ‘significant cumulative hydrological effects’ to the ‘community watershed’, prescribe the “measures” identified in the ‘community watershed assessment’.</p>

DOCUMENTATION

(2) The “**TSM**” shall, prior to authorizing an “**agreement holder**” to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within a ‘*community watershed*’, for the area associated with that cutblock or road:

(1) “**document**” in a “**project plan**”

- (a) “**referrals**” sent,
- (b) “**assessments**” undertaken,
- (c) “**measures**” prescribed,
- (d) “**collaboration**” with other “**forest licensees**”
- (e) responsibilities of “**agreement holders**” under this sub-section of the FSP.

(2) provide the “**project plan**” to an “**agreement holder**”.

NOTICE FOR LICENSED DOMESTIC WATER USERS

(3) The “**TSM**” shall, prior to an “**agreement holder**” commencing **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within a ‘*community watershed*’, for the area associated with that cutblock or road:

(1) provide written notification of the commencement of **primary forest activities** to each ‘*licensed domestic water user*’ with rights pertaining to the ‘*community watershed*’, at least 48 hours prior to the commencement of **primary forest activities** by an “**agreement holder**”, in compliance with FPPR Sec. 84 (notice – road in community watershed).

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(4) An “**agreement holder**” shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within a ‘*community watershed*’, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the “**project plan**”.

(2) where “**measures**” have been “**documented**” in a “**project plan**”, carry out **primary forest activities** and other activities in accordance with the “**measures**”, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

(3) carry out **primary forest activities** consistent with FPPR Sec. 59 to 63 (practice requirements in watersheds).

SUB-SECTION SPECIFIC DEFINITIONS

‘*community watershed*’ has the meaning given to it in FPPR section 8.2(1) and specifically includes those community watersheds referred to in Appendix 6.8.

‘*community watershed assessment*’ means an “**assessment**” that applies the contemporary ‘*TKO watershed assessment and risk management framework (framework)*’ wherein the “**qualified professionals**” (BCTS Coordinating Professional and Specialists, as defined by the *framework*), shall

(A) identify the potential for **primary forest activities** to result in *'significant cumulative hydrological effects'* to the *'community watershed'*,

(B) where and to the extent necessary, identify **"measures"** to mitigate the identified *'significant cumulative hydrological effects'* (which may include monitoring by a **"qualified professional"**),

(C) acquire, complete, update or provide an addendum to a watershed assessment or hydrologic assessment, as directed by the *'framework'*,

(D) where the area of planned cutblocks (**NAR plus PAS**) and/or roads (ROW) within the *'community watershed'* is *'incidental'*, the scale of the **"assessment"** completed shall be limited as directed by the *'framework'*, and

(E) consider elements, to the extent directed by the *'framework'* and professional opinions given thereunder, for example:

- (I) cumulative effects,
- (II) a risk analysis assessing the risk of potential impacts to elements at risk,
- (III) an overview of the watershed including creek morphology,
- (IV) a watershed snapshot or report card update (a GIS analysis),
- (V) a review of cumulative effects of past and proposed activities,
- (VI) specific recommendations for hazard mitigation, and/or
- (VII) a drainage plan for roads and other related development.

'incidental' means a circumstance where

(A) the majority of the area of cutblocks (**NAR plus PAS**) and/or area of roads (ROW) is located outside of a *'community watershed'*,

(B) the area of cutblocks (**NAR plus PAS**) and/or roads (ROW) within a *'community watershed'*

- (I) is planned for appropriate reasons (e.g. forest health priority, strategic/economic development, avoiding isolation of timber, selection of lower impact access, or other planning consideration), and
- (II) is less than or equal to 2% of the total area of the *'community watershed'* or 5.0 hectares, whichever is less; and

(C) an **"assessment"** details that the incidental development is unlikely to result in significant hydrological effects which would negatively impact water quality, quantity, or timing of flow.

'licensed domestic water user' means those persons listed on the [B.C. Government Water Licences Query Website](#) (or successor) as holding a licence for domestic use and where the licenced intake is being utilized.

'significant cumulative hydrological effects' means the potential for primary forest activities to result in

(A) a material adverse impact on the quantity of water or the timing of the flow of the water from the waterworks, and

(B) the water from the waterworks having a material adverse impact on human health that cannot be addressed by water treatment required under

- (I) an enactment, or
- (II) the licence pertaining to the waterworks.

'TKO watershed assessment and risk management framework (framework)' means the contemporary procedure developed by the B.C. Timber Sales Kootenay Business Area to comply with the requirements of the **"professional practice guidelines"** (specifically the Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Industry (EGBC & ABCFP, 2020; Version 1.0), as amended from time to time (refer to Appendix 6 – TKO Watershed Assessment and Risk Management Framework).

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6.9 Consumptive Use Streams

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • KBHLPO Objective 6 Consumptive Use Streams
Additional legal references:	<ul style="list-style-type: none"> • FPPR Sec. 59 Protecting water quality • FPPR Sec. 60(1) Licensed waterworks

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT, AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to comply with KBHLPO Objective 6.</p> <p style="padding-left: 40px;">(2) where a <i>‘consumptive use stream’ / ‘stream side management zone’</i> is shared with another “forest licensee”, send a “referral” to the “forest licensee” at the initial planning and design stage for cutblock development.</p> <p style="padding-left: 40px;">(3) where a “forest licensee” does not respond to a “referral” sent under (2) above,</p> <p style="padding-left: 80px;">(a) re-confirm the contact information for the “forest licensee”,</p> <p style="padding-left: 80px;">(b) send a subsequent “referral” to the “forest licensee”, and</p> <p style="padding-left: 80px;">(c) upon sending the subsequent “referral”, phone the “forest licensee” to confirm receipt of the “referral”.</p> <p style="padding-left: 40px;">(4) where a “forest licensee” responds to a “referral”, make all reasonable efforts to “collaborate” with the “forest licensee” to ensure that the applicable “objectives” will be achieved.</p> <p style="padding-left: 40px;">(5) plan primary forest activities to be consistent with FPPR Sec. 59 (protecting water quality) and Sec. 60(1) (licensed waterworks).</p> <p style="padding-left: 40px;">(6) undertake a <i>‘consumptive use stream assessment’</i> to plan primary forest activities to comply with the applicable “objectives”.</p> <p style="padding-left: 40px;">(7) where a <i>‘consumptive use stream assessment’</i> identifies a <i>‘consumptive use stream’</i> and a cutblock or road is located within the <i>‘streamside management zone’</i>, send a “referral” to each <i>‘licensed domestic water user’</i> with rights pertaining to the <i>‘consumptive use stream’</i>.</p> <p style="padding-left: 40px;">(8) where a <i>‘consumptive use stream assessment’</i> identifies a <i>‘stream side management zone’</i>, undertake a <i>‘stream side management zone assessment’</i> to further comply with the applicable “objectives”.</p> <p style="padding-left: 40px;">(9) where the <i>‘stream side management zone assessment’</i> identifies “measures” for a <i>‘stream side management zone’</i> that are necessary to safeguard water licensed for human</p>

consumption, prescribe the **“measures”** identified in the *‘stream side management zone assessment’*.

DOCUMENTATION

(2) The **“TSM”** shall, prior to authorizing an **“agreement holder”** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) **“document”** in a **“project plan”**

- (a) **“referrals”** sent,
- (b) **“assessments”** undertaken,
- (c) **“measures”** prescribed,
- (d) **“collaboration”** with other **“forest licensees”**, and
- (e) responsibilities of **“agreement holders”** under this sub-section of the FSP.

(2) provide the **“project plan”** to an **“agreement holder”**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **“project plan”**.

(2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

(3) carry out **primary forest activities** consistent with FPPR Sec. 59 (protecting water quality) and Sec. 60(1) (licensed waterworks).

SUB-SECTION SPECIFIC DEFINITIONS

‘consumptive use stream’ means a **stream** described under KBHLPO Objective 6 to which streamside management zone provisions will apply, and will also specifically include a **stream** where the **stream** is within an Enhanced Resource Development Zone - Timber under KBHLPO Objective 7 (Map 7.1).

‘consumptive use stream assessment’ means an **“assessment”** that identifies a *‘consumptive use stream’* by

(A) referring to KBHLPO Map 6.1,

(B) supplementing KBHLPO Map 6.1 with

- (I) identified downstream *‘licensed domestic water user’*,
- (II) **stream** data available from the BC Geographic Warehouse and BCTS GIS Data Library, and
- (III) where available, field-based **stream** data; and

(C) mapping **stream** orders, and

(D) identifying a *'stream side management zone'*.

'licensed domestic water user' means those persons listed on the [B.C. Government Water Licences Query Website](#) (or successor) as holding a licence for domestic use and where the licenced intake is being utilized.

'stream side management zone' has the same meaning as described under the KBHLPO Objective 6.

'stream side management zone assessment' means an **"assessment"** that applies the contemporary *'TKO watershed assessment and risk management framework (framework)'* wherein the BCTS coordinating professional and specialists, shall

(A) identify the potential for **primary forest activities** within the *'stream side management zone'* to result in material adverse impacts to water licensed for human consumption,

(B) where and to the extent necessary, identify **"measures"** to mitigate material adverse impacts from **primary forest activities** located within the *'stream side management zone'*, to safeguard water licensed for human consumption,

(C) acquire, complete, update or provide an addendum to a watershed assessment or hydrologic assessment, as directed by the *'framework'*, and

(D) consider elements, to the extent directed by the *'framework'* and professional opinions given thereunder, for example:

(I) cumulative effects,

(II) a risk analysis assessing the risk of potential impacts to elements at risk,

(III) an overview of the watershed including creek morphology,

(IV) a watershed snapshot or report card update (a GIS analysis),

(V) a review of cumulative effects of past and proposed activities,

(VI) specific recommendations for hazard mitigation, and/or

(VII) a drainage plan for roads and other related development.

'TKO watershed assessment and risk management framework (framework)' means the contemporary procedure developed by the B.C. Timber Sales Kootenay Business Area to comply with the requirements of the **"professional practice guidelines"** (specifically the Watershed Assessment and Management of Hydrologic and Geomorphic Risk in the Forest Industry (EGBC & ABCFP, 2020; Version 1.0), as amended from time to time (refer to Appendix 6 – TKO Watershed Assessment and Risk Management Framework).

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6.10 Visual Quality

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • FRPA Sec. 181 Grandparenting objectives • GAR Sec. 7 Scenic areas and visual quality objectives
Additional legal references:	<ul style="list-style-type: none"> • FRPA Sec. 180 Grandparenting specified designations • FPPR Sec. 9.2 Objectives set by government for visual quality • KBHLPO Objective 9 Visuals • FPPR Sec. 1.1 Categories of visually altered forest landscape
Additional information:	<p>For clarity, Table 3 identifies the orders that legally established ‘<i>scenic areas</i>’ and ‘<i>established visual quality objectives</i>’ for the FDU covered by this FSP, and which are in effect four months prior to the date of submission of this FSP.</p> <p>KBHLPO Objective 9 Visuals: This “objective” does not require a result and/or strategy as it has been replaced by GAR orders.</p>

Table 3. ‘*Scenic areas*’ and ‘*established visual quality objectives*’.

FDU	Scenic Areas Established by:	VQOs Established by:
Arrow	GAR Sec. 7(1) Order by District Manager, Arrow Boundary Forest District, Dec. 31, 2005	GAR Sec. 7(2) Order by the District Manager, Arrow Boundary Forest District, Dec. 31, 2005
Boundary	GAR Sec. 7(1) Order by Regional Director, ILMB, Dec. 23, 2005, effective Dec. 30, 2005 (hyperlink not available)	
Kootenay Lake	Ministerial Order approving the KBHLPO Oct. 26, 2002; Grandparented under FRPA Sec. 180(c) (hyperlink not available)	GAR Sec. 7(2) Order by the District Manager, Kootenay Lake Forest District, Mar. 7, 2014
Rocky Mountain		Established by letter from the District Manager, Rocky Mountain District, Mar. 14, 2003; Continued under FRPA Sec. 181 (hyperlink not available)

RESULTS AND STRATEGIES
<p>RESPONSIBILITIES OF THE TSM</p> <p>ASSESSMENT, MANAGEMENT, FOLLOW-UP CORRESPONDENCE, AND FSP AMENDMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies and where the cutblock or road is within a</p>

'scenic area' with an 'established visual quality objective (EVQO)', for the area associated with that cutblock or road:

(1) plan **primary forest activities** to comply with the 'established visual quality objective (EVQO)', meaning

- (a) a visual quality objective established as detailed in Table 3, and
- (b) the applicable category of altered forest landscape specified in FPPR Sec. 1.1 (categories of visually altered forest landscape),

(2) undertake a 'visual assessment' to plan **primary forest activities** such that the extent of alteration resulting from the size, shape and location of cutblocks and roads will comply with the 'EVQO'.

(3) where a 'visual assessment' identifies "**measures**" necessary to ensure that the extent of alteration resulting from the size, shape and location of cutblocks and roads will comply with the 'EVQO', prescribe the "**measures**" identified in the 'visual assessment'.

(4) where a 'visual assessment' indicates that the extent of alteration resulting from the size, shape and location of cutblocks and roads cannot comply with the 'EVQO' (e.g. where a landform has been impacted by a wildfire, a blowdown event, forest health event or where there is a risk to another FRPA value or another "**objective**"),

(a) send 'follow-up correspondence' to a "**First Nation**" who sent a 'reply' to a previously issued 'written request to share information' (under FSP Sec. 6.11 Cultural Heritage Resources) including with the 'follow-up correspondence' the draft 'visual assessment' completed to date.

(b) where a "**First Nation**" responds to 'follow-up correspondence' under (a) above, make all reasonable efforts to "**collaborate**" with the "**First Nation**" in finding agreement on management of the 'scenic area', in finalizing associated "**assessments**", and in determining "**measures**" to be consistent with the 'EVQO' to the extent "**practicable**".

(c) upon completion of the "**collaboration**" described under (b) above, apply to the District Manager for the approval of a FSP amendment that specifies site-specific alternate or modified **results** and/or **strategies** consistent with FPPR Sec. 25.1, including with the application the 'visual assessment', the proposed "**measures**" and a summary of the 'follow-up correspondence' sent and "**collaboration**" undertaken under (a) and (b) above

(d) upon approval of the FSP amendment, prescribe "**measures**" consistent with the alternate or modified **results** and/or **strategies** in a "**project plan**".

DOCUMENTATION

(2) The "**TSM**" shall, prior to authorizing an "**agreement holder**" to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the cutblock or road is within a 'scenic area' with an 'established visual quality objective (EVQO)', for the area associated with that cutblock or road:

(1) "**document**" in a "**project plan**"

- (a) "**assessments**" undertaken,
- (b) "**measures**" prescribed,
- (c) 'follow-up correspondence' and "**collaboration**" with "**First Nations**",
- (d) responsibilities of "**agreement holders**" under this sub-section of the FSP.

(2) provide the **“project plan”** to an **“agreement holder”**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the cutblock or road is within a ‘*scenic area*’ with an ‘*established visual quality objective (EVQO)*’, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **“project plan”**.

(2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

TIMEFRAME FOR MEETING THE EVQO

(4) An **“agreement holder”** shall, upon completion of **primary forest activities** on or within a cutblock or road to which this FSP applies and where the cutblock or road is within a ‘*scenic area*’ with an ‘*established visual quality objective (EVQO)*’, for the area associated with that cutblock or road:

(1) by carrying out the **“project plan”** and **“measures”** under strategy (3), comply with the ‘*EVQO*’ applicable to the cutblock or road.

SUB-SECTION SPECIFIC DEFINITIONS

‘*cultural heritage resource (CHR)*’ means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance to British Columbia, a community or an aboriginal people, that is the focus of a traditional use by an aboriginal people that is of continuing importance to that people, and that is not regulated under the Heritage Conservation Act.

‘*cultural heritage resources review*’ means an **“assessment”** that

(A) reviews the available information from BCTS and the **“First Nation”**,

(B) determines areas of concern that may result from **primary forest activities** when compared with **“First Nation”** interests or activities,

(C) identifies if a specific subsequent **“assessment”** is warranted,

(D) evaluates the potential for impacts to a ‘*CHR*’ considering the following factors (as modified from FPPR Schedule 1, Sec.4)

(I) the relative value or importance of a particular ‘*CHR*’ to a traditional use by an aboriginal people,

(II) the relative abundance or scarcity of a ‘*CHR*’ that is the focus of a traditional use,

(III) the historical extent of a traditional use of a ‘*CHR*’,

(IV) the impact on **“timber harvesting”** rights of conserving or protecting a ‘*CHR*’, and

(V) options for mitigating the impact that a forest practice might have on a ‘*CHR*’; and

(E) identifies **“measures”** to protect the ‘*CHR*’ that will meet the needs of both BCTS and the **“First Nation”**.

'established visual quality objective (EVQO)' means

- (A) a visual quality objective established as detailed in Table 3, and
- (B) the applicable category of altered forest landscape specified in FPPR Sec. 1.1 (categories of visually altered forest landscape).

'follow-up correspondence' means

- (A) a written description and map of the planned **"timber harvesting"** or **"road construction"**, and
- (B) a review and comment period of at least 30 days, unless otherwise agreed to.

'reply' means a communication received by the **"TSM"** in response to a *'written request to share information'*

'scenic area' means a scenic area established as detailed in Table 3.

'significant public viewpoint' has the same meaning as defined within the **"professional practice guidelines"** (at time of FSP approval, meaning specifically the ABCFP Guidance for Forest Professionals Practicing in Visual Resource Management), and the Visual Impact Assessment Handbook (MOF, May 2022).

'visual assessment' means an **"assessment"** that follows the contemporary **"professional practice guidelines (guidelines)"** (specifically the ABCFP Guidance for Forest Professionals Practicing in Visual Resource Management (ABCFP, 2018)), which, as directed by the **"guidelines"**,

- (A) evaluates the alteration resulting from the size, shape and location of cutblocks and roads from one or more *'significant public viewpoints'*,
- (B) describes how the alteration resulting from the size, shape and location of cutblocks and roads will be consistent with the *'EVQO'*,
- (C) utilizes guidance for predicting consistency with the *'EVQO'*,
 - (I) as directed by the **"guidelines"** and professional opinions given thereunder, and
 - (II) the Visual Impact Assessment Handbook (MOF, May 2022).

'written request to share information' means

- (A) a description of the proposed **"timber harvesting"** or **"road construction"**,
- (B) a map of the proposed **"timber harvesting"** or **"road construction"**,
- (C) a request for comments and information on *'cultural heritage resources'*, including the type, location, and extent of any traditional use that is of continuing importance to the **"First Nation"**,
- (D) an offer to meet with the **"First Nation"**, and
- (E) an opportunity of at least 30 days, unless otherwise agreed to, for review and comment.

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6.11 Cultural Heritage Resources

OBJECTIVES	
Applicable <i>“objectives”</i> :	<ul style="list-style-type: none"> • FPPR Sec. 10 Objectives set by government for cultural heritage resources
Additional legal references:	<ul style="list-style-type: none"> • None

RESULTS AND STRATEGIES
RESPONSIBILITIES OF THE TSM
<p>CONFIDENTIALITY</p> <p>(1) The <i>“TSM”</i> shall, throughout the term of this FSP:</p> <p style="padding-left: 40px;">(1) <i>‘hold in confidence’</i> traditional use information.</p> <p>INFORMATION SHARING, REVIEWS, AND MANAGEMENT</p> <p>(2) The <i>“TSM”</i> shall, prior to authorizing an <i>“agreement holder”</i> to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) send a <i>‘written request to share information’</i> to a <i>“First Nation”</i> and/or follow the protocol of contemporary government / <i>“First Nation”</i> consultation agreements.</p> <p style="padding-left: 40px;">(2) where a <i>‘reply’</i> is received and a meeting takes place, undertake a <i>‘cultural heritage resources review’</i> with the <i>“First Nation”</i>.</p> <p style="padding-left: 40px;">(3) where a <i>‘reply’</i> is received but a meeting does not take place, undertake a <i>‘cultural heritage resources review’</i> with information supplied by the <i>“First Nation”</i> in the <i>‘reply’</i>.</p> <p style="padding-left: 40px;">(4) where a <i>‘reply’</i> is not received, undertake a <i>‘cultural heritage resources review’</i> using information known to the <i>“TSM”</i>.</p> <p style="padding-left: 40px;">(5) <i>‘respond in summary’</i> to a <i>‘reply’</i>.</p> <p style="padding-left: 40px;">(6) where a <i>‘cultural heritage resource’</i> is identified in the field, incorporate the <i>‘cultural heritage resource’</i> into a <i>‘cultural heritage resources review’</i>.</p> <p style="padding-left: 40px;">(7) where the <i>‘cultural heritage resources review’</i> identifies <i>“measures”</i> necessary to conserve or protect a <i>‘cultural heritage resource’</i>, prescribe the <i>“measures”</i> identified in the <i>‘cultural heritage resources review’</i>.</p> <p>DOCUMENTATION</p> <p>(3) The <i>“TSM”</i> shall, prior to authorizing an <i>“agreement holder”</i> to conduct primary forest activities on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) <i>“document”</i> in a <i>“project plan”</i></p> <p style="padding-left: 80px;">(a) <i>‘written requests to share information’</i> sent,</p> <p style="padding-left: 80px;">(b) <i>“assessments”</i> undertaken,</p>

- (c) **“measures”** prescribed,
- (d) responsibilities of **“agreement holders”** under this sub-section of the FSP.

(2) provide the **“project plan”** to an **“agreement holder”**.

CHANCE FIND REVIEW AND DOCUMENTATION

(4) The **“TSM”** shall, when an agreement holder is conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) where the **“TSM”** is informed under **strategy (7)** that a new field-identified ‘*cultural heritage resource*’ that was not previously identified in a **“project plan”** was discovered by an **“agreement holder”** during the course of normal **primary forest activities**,

- (a) incorporate the ‘*cultural heritage resource*’ into a ‘*cultural heritage resources review*’,
- (b) where the ‘*cultural heritage resources review*’ identifies **“measures”** necessary to conserve or protect a ‘*cultural heritage resource*’, prescribe the **“measures”** identified in the ‘*cultural heritage resources review*’,
- (c) **“document”** in a **“project plan”**
 - (i) **“assessments”** undertaken,
 - (ii) **“measures”** prescribed,
 - (iii) responsibilities of **“agreement holders”** under this sub-section of the FSP.
- (d) provide the updated **“project plan”** to an **“agreement holder”**.

(2) where BCTS staff or a **“contractor”** identifies a new field-identified ‘*cultural heritage resource*’ that was not previously identified in a **“project plan”** during the course of normal forestry field work,

- (a) inform the **“agreement holder”** of the need to stop work to the degree necessary to protect the ‘*cultural heritage resource*’
- (b) incorporate the ‘*cultural heritage resource*’ into a ‘*cultural heritage resources review*’,
- (c) where the ‘*cultural heritage resources review*’ identifies **“measures”** necessary to conserve or protect a ‘*cultural heritage resource*’, prescribe the **“measures”** identified in the ‘*cultural heritage resources review*’,
- (d) **“document”** in a **“project plan”**
 - (i) **“assessments”** undertaken,
 - (ii) **“measures”** prescribed,
 - (iii) responsibilities of **“agreement holders”** under this sub-section of the FSP.
- (e) provide the updated **“project plan”** to an **“agreement holder”**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

CONFIDENTIALITY

(5) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) ‘*hold in confidence*’ traditional use information.

IMPLEMENTATION OF THE PROJECT PLAN

(6) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) carry out **primary forest activities** consistent with the **“project plan”**.
- (2) where **“measures”** have been **“documented”** in a **“project plan”**, carry out **primary forest activities** and other activities in accordance with the **“measures”**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

CHANCE FIND PROCEDURES

(7) An **“agreement holder”** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

- (1) during the course of normal **primary forest activities**, identify new field-identified *‘cultural heritage resources’* discovered on or within a cutblock or road covered under the **“project plan”**.
- (2) where a new field-identified *‘cultural heritage resource’* is discovered under (1) above,
 - (a) stop work to the degree necessary to protect the *‘cultural heritage resource’*, and
 - (b) inform the **“TSM”** of the discovery.
- (3) where the **“TSM”** informs an **“agreement holder”** under **strategy** (4) of the discovery of a new field-identified *‘cultural heritage resource’* by BCTS staff or a **“contractor”**, stop work to the degree necessary to protect the *‘cultural heritage resource’*,

SUB-SECTION SPECIFIC DEFINITIONS

‘cultural heritage resource (CHR)’ means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance to British Columbia, a community or an aboriginal people, that is the focus of a traditional use by an aboriginal people that is of continuing importance to that people, and that is not regulated under the Heritage Conservation Act.

‘cultural heritage resources review’ means an **“assessment”** that

- (A) reviews the available information from BCTS and the **“First Nation”**,
- (B) determines areas of concern that may result from **primary forest activities** when compared with **“First Nation”** interests or activities,
- (C) identifies if a specific subsequent **“assessment”** is warranted,
- (D) evaluates the potential for impacts to a *‘CHR’* considering the following factors (as modified from FPPR Schedule 1, Sec.4)
 - (I) the relative value or importance of a particular *‘CHR’* to a traditional use by an aboriginal people,
 - (II) the relative abundance or scarcity of a *‘CHR’* that is the focus of a traditional use,
 - (III) the historical extent of a traditional use of a *‘CHR’*,
 - (IV) the impact on **“timber harvesting”** rights of conserving or protecting a *‘CHR’*, and

(V) options for mitigating the impact that a forest practice might have on a 'CHR'; and
(E) identifies "**measures**" to protect the 'CHR' that will meet the needs of both BCTS and the "**First Nation**".

'follow-up correspondence' means

- (A) a written description and map of the planned "**timber harvesting**" or "**road construction**", and
- (B) a review and comment period of at least 30 days, unless otherwise agreed to.

'hold in confidence' means to not release traditional use information to another party (including a government agency or another "**First Nation**") without the express written consent of the holder of the traditional use information.

'reply' means a communication received by the "**TSM**" in response to a *'written request to share information'*.

'respond in summary' means a written communication summarizing the *'cultural heritage resource review'* completed with relevance to the "**First Nation**".

'written request to share information' means

- (A) a description of the proposed "**timber harvesting**" or "**road construction**",
- (B) a map of the proposed "**timber harvesting**" or "**road construction**",
- (C) a request for comments and information on *'cultural heritage resources'*, including the type, location, and extent of any traditional use that is of continuing importance to the "**First Nation**",
- (D) an offer to meet with the "**First Nation**", and
- (E) an opportunity of at least 30 days, unless otherwise agreed to, for review and comment.

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6.12 Recreation Features

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • FRPA Sec. 181 Grandparenting objectives
Additional legal references:	<ul style="list-style-type: none"> • FRPA Sec. 180 Grandparenting specified designations • FRR Sec. 16 Other uses requiring authorization

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT, MANAGEMENT, AND RECREATION OFFICER AUTHORIZATION</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies and where the primary forest activities are within or adjacent to a <i>‘recreation feature’</i>, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) plan primary forest activities to comply with “objectives” continued under FRPA Sec. 181.</p> <p style="padding-left: 40px;">(2) undertake a <i>‘recreation assessment’</i> to plan primary forest activities to comply with the established “objectives”.</p> <p style="padding-left: 40px;">(3) send a “referral”, at the initial planning and design stage for cutblock or road development, to</p> <p style="padding-left: 80px;">(a) the forest district recreation officer, and</p> <p style="padding-left: 80px;">(b) the holder of an agreement or tenure with respect to the <i>‘recreation feature’</i>, where applicable,</p> <p style="padding-left: 40px;">specifically including within the “referral”</p> <p style="padding-left: 80px;">(c) a list of the “objectives” applicable to the <i>‘recreation feature’</i>, and</p> <p style="padding-left: 80px;">(d) a request to confirm the accuracy and completeness of the list.</p> <p style="padding-left: 40px;">(4) where a <i>‘recreation assessment’</i> identifies “measures” necessary to ensure that applicable “objectives” will be achieved, prescribe the “measures” identified in the <i>‘recreation assessment’</i>.</p> <p style="padding-left: 40px;">(5) not plan primary forest activities within 100m of the centreline of a section of the Dewdney Trail designated as an archaeological site, except for a <i>‘minor incursion’</i>.</p> <p style="padding-left: 40px;">(6) where a <i>‘minor incursion’</i> is planned within 100m of the centreline of a section of the Dewdney Trail designated as an archaeological site, identify “measures” to be consistent with the Dewdney Trail Plan, as “practicable”.</p> <p style="padding-left: 40px;">(7) where a FRR Sec. 16(a)(ii) authorization issued by the forest district recreation officer identifies “measures” to manage primary forest activities located within or adjacent to a <i>‘recreation feature’</i>, prescribe the “measures” identified within the FRR Sec. 16(a)(ii) authorization.</p>

DOCUMENTATION

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to a *'recreation feature'*, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

- (a) **"referrals"** sent
- (b) **"assessments"** undertaken,
- (c) FRR Sec. 16(a)(ii) authorizations issued,
- (d) **"measures"** prescribed, and
- (e) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to a *'recreation feature'*, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **"measures"** have been **"documented"** in a **"project plan"**, carry out **primary forest activities** and other activities in accordance with the **"measures"**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

SIGNAGE

(4) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to a *'recreation feature'*, for the area associated with that cutblock or road:

(1) prior to carrying out **primary forest activities**, install temporary signage to inform users of the **primary forest activities**.

(2) maintain the temporary signage installed under (1) above for the duration of the **primary forest activities**.

TRAIL REHABILITATION

(5) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to a *'recreation feature'*, for the area associated with that cutblock or road:

(1) prior to completing **primary forest activities**,

- (a) remove debris introduced from **primary forest activities** that is obstructing a trail running surface,
- (b) identify and remove *'safety hazards'* within or adjacent to a trail running surface, and
- (c) re-establish a trail running surface that was damaged by **primary forest activities**.

SUB-SECTION SPECIFIC DEFINITIONS

'*minor incursion*' means **primary forest activities** for one or more of the following reasons, and limited to the extent required by the reasons:

- (A) to address '*safety hazards*', other than where the '*safety hazard*' relates to the management of a single **dangerous tree**,
- (B) to remove trees impacted by wind, fire, or forest health factors,
- (C) to remove only windthrown trees that are a '*potential source to cause epidemic insect spread*', and/or
- (D) to address '*operational constraints*'.

'*operational constraints*' means locating roads, tail holds, guy line tiebacks, designated skid trails or yarding corridors where there is

- (A) no other "**practicable**" option without a '*minor incursion*', or
- (B) another option would result in a greater risk to one or more "**FRPA values**".

'*potential source to cause epidemic insect spread*' means situations where the windthrown trees within the "**OGMA**" are:

- (A) spruce or Douglas-fir species,
- (B) have been down for 3 years or less, and
- (C) in the opinion of a "**qualified professional**", located sufficiently close to an area where a bark beetle infestation, affecting spruce or Douglas-fir, is active beyond endemic levels, such that the windthrown trees will be a target for beetle attack.

'*safety hazards*' mean an exemption necessary under the [FPPR Sec. 2\(3\)](#), to allow a person to conform to the Workers Compensation Act and the regulations under that Act.

'*recreation assessment*' means an "**assessment**" that

- (A) identifies "**measures**" necessary to ensure that "**objectives**" will be achieved, for example
 - (I) the use of machine free zones to protect trail running surfaces and adjacent natural understory vegetation, and
 - (II) the carrying out of **primary forest activities** during periods of low recreational use;
- (B) where an "**objective**" for a '*recreation feature*' includes a reference to motorized use or non-motorized use, does not interpret the "**objective**" as applying to industrial access associated with **primary forest activities**,
- (C) where an "**objective**" for a '*recreation feature*' includes a reference to non-motorized access, identifies "**measures**" for "**road deactivation**" that will
 - (I) re-establish the degree of access to that which existed prior to "**road construction**", and
 - (II) be carried out within one year following the completion of **primary forest activities**.
- (D) prescribes the following default "**measures**" for conducting **primary forest activities** within or adjacent to a '*recreation feature*':

(I) **“road construction”** will not cross a trail running surface, unless

(1) another road location would result in a greater risk to one or more **“FRPA values”**, or there is no other **“practicable”** location, and

(2) the road will cross the trail running surface in a perpendicular fashion, as **“practicable”**.

‘recreation feature’ means an interpretive forest site, recreation site or recreation trail, either

(A) with established legal **“objectives”**

(I) established under the Forest Practices Code and continued under FRPA Sec. 180, and

(II) for which **“objectives”** were established under the Forest Practices Code and continued under FRPA Sec. 181; or

(B) without established legal **“objectives”**, where otherwise established under the FRPA.

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6.13 Fire Maintained Ecosystems

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • None
Additional legal references:	<ul style="list-style-type: none"> • KBHLPO Objective 8 Fire Maintained Ecosystems
Additional information:	KBHLPO Objective 8 Fire Maintained Ecosystems: This “objective” does not require a result and/or strategy as the mapping was never completed.

6.14 Social and Economic Stability

OBJECTIVES	
Applicable “objectives” :	<ul style="list-style-type: none"> • KBHLPO Objective 10 Social and Economic Stability
Additional legal references:	<ul style="list-style-type: none"> • None
Additional information:	KBHLPO Objective 10 Social and Economic Stability: This “objective” does not require a result and/or strategy.

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7 MEASURES

This section presents measures to prevent the introduction or spread of invasive plants and to mitigate the effect of removing or rendering ineffective natural range barriers. The presentation format is consistent with FSP Section 6 in that each numbered subsection is comprised of three parts.

PRESCRIBED REQUIREMENTS

The first box presents the applicable prescribed requirements for which the measures have been prepared and relevant additional legal references. Where possible, all references are hyperlinks to source information and are functional as of the date of FSP submission.

MEASURES

The second box presents the measures developed to address the prescribed requirements. Herein, the measures are delegated as being either the responsibility of the *"TSM"* or *"agreement holders"*. Similar to the discussion under FSP Section 6, delegation of responsibilities will ultimately help ensure that the measures will be carried out.

SUB-SECTION SPECIFIC DEFINITIONS

The third box presents sub-section specific definitions necessary to interpret and apply the measures. Definitions are presented in alphabetical order.

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7.1 Measures to Prevent the Introduction or Spread of Invasive Plants

PRESCRIBED REQUIREMENTS	
Prescribed requirements:	<ul style="list-style-type: none"> • FPPR Sec. 17 Invasive plants
Additional legal references:	<ul style="list-style-type: none"> • FRPA Sec. 47 Invasive plants

7.1.1 Invasive Plants

MEASURES
RESPONSIBILITIES OF THE TSM
<p>MANAGEMENT GOALS</p> <p>(1) The “TSM” shall, throughout the term of this FSP, implement the “measures” detailed within this sub-section of the FSP, with the goals of:</p> <ul style="list-style-type: none"> (1) preventing the introduction or spread of species of plants that are <ul style="list-style-type: none"> (a) invasive plants under the Invasive Plants Regulation, and (b) priority invasive plant species as identified by regional invasive plant management organizations, hereafter referred to collectively as <i>‘priority invasive plants’</i>, where the introduction or spread is likely to be the result of the “TSM’s” forest practices. <p>TRAINING AND RECORD KEEPING</p> <p>(2) The “TSM” shall, throughout the term of this FSP:</p> <ul style="list-style-type: none"> (1) develop <i>‘invasive plants awareness training’</i> and an <i>‘invasive plants chance find training package’</i>. (2) <i>‘deliver’</i> and “record” the provision of <i>‘invasive plants awareness training’</i> to BCTS Staff. (3) provide an <i>‘invasive plants chance find training package’</i> to “contractors”. (4) provide an <i>‘invasive plants chance find training package’</i> to “agreement holders”. <p>IDENTIFICATION AND REPORTING OF NEW INFESTATIONS</p> <p>(3) The “TSM” shall, throughout the term of this FSP, require BCTS staff and “contractors” to:</p> <ul style="list-style-type: none"> (1) identify new field-identified <i>‘infestations’</i> of <i>‘priority invasive plants’</i> on or within a cutblock or road to which this FSP applies. (2) where a new field-identified <i>‘infestation’</i> of a <i>‘priority invasive plant’</i> is discovered on or within a cutblock or road under (1) above, report the <i>‘infestation’</i> to the provincial Invasive Alien Plant Program within 30 days of discovery. <p>ASSESSMENT AND MEASURES</p>

(4) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) undertake an *'invasive plants assessment'* for the purpose of

- (a) identifying existing and new field-identified *'infestations'* of *'priority invasive plants'* and,
- (b) identifying **"measures"** to prevent the introduction or spread of *'priority invasive plants'* where the introduction or spread is likely to be the result of the **"TSM's"** forest practices.

(2) where an *'invasive plants assessment'* identifies **"measures"** necessary to prevent the introduction or spread of *'priority invasive plants'* where the introduction or spread is likely to be the result of the **"TSM's"** forest practices, prescribe the **"measures"** identified in the *'invasive plants assessment'*.

(3) where the **"measures"** identified under (2) above include limitations to **soil disturbance**, enact the **"measures"** under FSP Sec. 6.1.1 (Soil Disturbance and Access Structures), **strategy (1)**.

(4) where an *'infestation'* of a *'priority invasive plant'* is identified in an *'invasive plants assessment'*, offer to **"collaborate"** with the applicable regional invasive plant management organization in the identification and prescription of **"measures"**.

DOCUMENTATION

(5) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

- (a) **"assessments"** undertaken
- (b) *'infestations'* of *'priority invasive plants'* and their priority ranking by the regional invasive plant management organization,
- (c) **"measures"** prescribed,
- (d) **"collaboration"** with the regional invasive plant management organization, and
- (e) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(6) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **"measures"** have been **"documented"** in a **"project plan"**, carry out **primary forest activities** and other activities in accordance with the **"measures"**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

INSPECTION AND CLEANING OF EQUIPMENT

(7) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) prior to *'equipment'* arriving at the area covered by the **"project plan"**,

- (a) visually inspect the *'equipment'* for attached soil or plant material,
- (b) where attached soil or plant material is identified in the inspection, manually remove the material in a location which is removed from the area covered under the **"project plan"** but which will avoid the introduction or spread of *'priority invasive plants'* to other areas of the forest and range landscape, and
- (c) **"record"** the inspections, removals of material and the geographic location of the location in which material was removed.

(2) prior to *'equipment'* departing from the area covered by the **"project plan"**,

- (a) visually inspect the *'equipment'* for attached soil or plant material,
- (b) where attached soil or plant material is identified in the inspection, manually remove the material in a location which is covered by the **"project plan"** but which will avoid the introduction or spread of *'priority invasive plants'* to other areas of the forest and range landscape,
- (c) **"record"** the inspections, removals of material and the geographic location of the location in which material was removed, and
- (d) inform the **"TSM"** of the location(s) where material was removed under (c) above.

AVOIDING AND WORKING TOWARDS PROBLEM SITES

(8) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where an *'infestation'* has been identified under the **"project plan"**, for the area associated with that cutblock or road:

(1) avoid the *'infestation'* location for *'equipment'* staging, vehicle parking and log sorting as **"practicable"**.

(2) carry out **primary forest activities** in a manner that works away from areas least impacted by *'infestations'*, as **"practicable"**, by

(a) beginning **primary forest activities** on areas

- (i) firstly, without an *'infestation'*,
- (ii) secondly, having an *'infestation'* of the lowest ranked category of *'priority invasive plants'* of all the *'infestations'* covered under the **"project plan"**,
- (iii) thirdly, having the fewest number of *'infestations'* on or within a cutblock or road, or
- (iv) as otherwise determined by a **"qualified professional"**; and

(b) working towards cutblocks and roads most impacted by *'infestations'*.

CHANCE FIND PROCEDURES

(9) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies, for the area associated with that cutblock or road:

(1) during the course of normal **primary forest activities**, identify new field-identified *'infestations'* of *'priority invasive plants'* discovered on or within a cutblock or road covered under the **"project plan"** (following the *'invasive plants chance find training package'*).

(2) where a new field-identified *'infestation'* of a *'priority invasive plant'* is discovered under (1) above,

- (a) report the *'infestation'* to the provincial Invasive Alien Plant Program within 30 days of discovery, and
- (b) inform the **"TSM"** of the discovery.

SUB-SECTION SPECIFIC DEFINITIONS

'deliver' means to provide to

- (A) new BCTS staff within 1 year of the start of employment,
- (B) all BCTS staff every 5 years, and
- (C) all BCTS staff within 1 year of new relevant information becoming available.

'equipment' means machinery, culverts, bridges and cattleguards but does not include pickup trucks or larger vehicles used to transport people or equipment.

'high quality seed mix' means

- (A) preferably a site-specific mix recommended by a provincial Ministry range specialist or other specialist **"qualified professional"**, if available, otherwise
- (B) a mix meeting or exceeding the grade of Canada Common #1 Forage.

'infestation' means a significant aggregation of one or more *'priority invasive plants'*, where a person could reasonably be expected to readily recognize the problem site as meeting the criteria described within the *'invasive plant awareness training'* and/or an *'invasive plant chance find training package'*, while otherwise carrying out normal forestry field work.

'invasive plants assessment' mean an **"assessment"** that

- (A) follows the contemporary *'invasive plants awareness training'* and/or *'invasive plants chance find training package'*,
- (B) identifies existing *'infestations'* of *'priority invasive plants'*, within or adjacent to a planned cutblock or road
 - (I) where identified through queries of the provincial Invasive Alien Plant Program database, or
 - (II) where identified in the field during the course of normal forestry field work.
- (C) identifies **"measures"**, where necessary and to the extent required depending on the *'infestation'*, to prevent the introduction or spread of *'priority invasive plants'* where the introduction or spread is likely to be the result of the **"TSM's"** forest practices, which may include but are not limited to the following actions meant to keep the potential seedbed to a minimum:
 - (I) restricting **"timber harvesting"** to periods when
 - (1) soils are sufficiently frozen, or
 - (2) a snowpack is of sufficient depth and firmness;
 - (II) limiting **soil disturbance** considering relevant factors, for example:

- (1) soil and subsoil conditions,
- (2) slopes and topography,
- (3) site moisture,
- (4) seasonal conditions,
- (5) **harvest** methods, and
- (6) timing of **primary forest activities**; and/or

(III) applying a *'high quality seed mix'*

(1) either

- (i) concurrent with **timber harvesting**, **"road construction"** or **"road deactivation"**,
- (ii) during the first spring following **timber harvesting**, **"road construction"** or **"road deactivation"**, or
- (iii) during the first fall upon completion of **timber harvesting**, **"road construction"** or **"road deactivation"**; and

(2) no later than 12 months following the completion of **timber harvesting**, **"road construction"** or **"road deactivation"**.

(D) refers to the following guidance for the identification of **"measures"** under (C) above:

- (I) the provincial Invasive Alien Plant Program,
- (II) the applicable regional invasive plant management organization,
- (III) Best Practices for Preventing the Spread of Invasive Plants During Forest Management Activities (MFLNRO and ISCBC 2013),
- (IV) existing reports prepared by a **"qualified professional"**, and
- (V) reports newly commissioned from a **"qualified professional"** for cutblocks or roads covered under a **"project plan"**.

'invasive plants awareness training' means as prepared and maintained by a **"qualified professional"**,

(A) guidance related to the identification, management strategies and reporting requirements for *'priority invasive plants'*, and

(B) includes a consolidated list of *'priority invasive plants'* corresponding to FDUs, as well as regional invasive plant management organization jurisdictions, invasive plant management areas and priority rankings.

'invasive plants chance find training package' means summary guidance for **"contractors"** and **"agreement holders"**, based on the *'invasive plants awareness training'*.

'priority invasive plant' means (as clarified in Appendix 7.1.1 – Regional Invasive Plant Management Organizations Map),

(A) a prescribed species of invasive plants listed under the Invasive Plants Regulation Sec. 2, and

(B) where a cutblock or road is located within the jurisdiction of the Boundary Invasive Species Society (BISS), an invasive plant species belonging to the regional priority category of:

- (I) watchlist (prevention),
- (II) eradication or annual control (priority 1 - high), or
- (III) containment (priority 2 - med); or

(C) where a cutblock or road is located within the jurisdiction of the Central Kootenay Invasive Species Society (CKISS), an invasive plant species belonging to the regional priority category of:

- (I) prevent (priority 1),
- (II) eradicate (priority 2), or
- (III) contain (priority 3); or

(D) where a cutblock or road is located within the jurisdiction of the Columbia Shuswap Invasive Species Society (CSISS), an invasive plant species belonging to the regional priority category of:

- (I) regional EDRR (priority 1),
- (II) eradication and annual control (priority 2), or
- (III) containment (priority 3); or

(E) where a cutblock or road is located within the jurisdiction of the East Kootenay Invasive Species Council (EKISC), an invasive plant species belonging to the regional priority category of:

- (I) prevention (priority 0),
- (II) eradication (priority 1),
- (III) annual control (priority 2), or
- (IV) containment (priority 3).

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7.1.2 Road Revegetation

MEASURES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>ROAD REVEGETATION RESPONSIBILITY</p> <p>(1) The "TSM" shall, prior to authorizing an "agreement holder" to conduct primary forest activities on or within a cutblock or road to which this FSP applies <u>and for</u> any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:</p> <p style="padding-left: 40px;">(1) identify roads and other roads for which an "agreement holder" will be assigned <i>'road revegetation responsibility'</i>.</p> <p>DOCUMENTATION</p> <p>(2) The "TSM" shall, prior to authorizing an "agreement holder" to conduct primary forest activities on or within a cutblock or road to which this FSP applies <u>and for</u> any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:</p> <p style="padding-left: 40px;">(1) "document" in a "project plan"</p> <p style="padding-left: 80px;">(a) roads and other roads for which an "agreement holder" has been assigned <i>'road revegetation responsibility'</i>,</p> <p style="padding-left: 80px;">(b) responsibilities of "agreement holders" under this sub-section of the FSP.</p> <p style="padding-left: 40px;">(2) provide the "project plan" to an "agreement holder".</p> <p>REQUEST OF A GRASS SEED CERTIFICATE OF ANALYSIS</p> <p>(3) The "TSM" may, when an "agreement holder" is conducting primary forest activities on or within a cutblock or road to which this FSP applies <u>and for</u> any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:</p> <p style="padding-left: 40px;">(1) request from an "agreement holder" a <i>'certificate of analysis'</i> for the purpose of confirming that a <i>'high quality seed mix'</i> was utilized by the agreement holder in carrying out the <i>'revegetation'</i> of <i>'road exposed mineral soils'</i> under strategy (5).</p> <p>GRASS SEEDLING ESTABLISHMENT ASSESSMENT AND SUPPLEMENTAL REVEGETATION</p> <p>(4) The "TSM" shall, upon completion of primary forest activities by an "agreement holder" on or within a cutblock or road to which this FSP applies <u>and for</u> any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager) for the area associated with that cutblock, road or other road:</p> <p style="padding-left: 40px;">(1) where an "agreement holder" was assigned <i>'road revegetation responsibility'</i>, undertake a <i>'grass seedling establishment assessment'</i> within 12 months of the completion of primary forest activities by the "agreement holder".</p>

(2) where a *'grass seedling establishment assessment'* identifies a contiguous area of *'road exposed mineral soils'* of greater than 0.01 hectares with grass seedling establishment of less than 50% cover, *'revegetate'* the *'road exposed mineral soils'* on the area once, with the primary consideration regarding the timing at which the *'revegetation'* is carried out being a time that, in the opinion of a **"qualified professional"**, will provide the earliest (post-*'grass seedling establishment assessment'*) highly favorable opportunity for the *'high quality seed mix'* to germinate and establish where it is being applied.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(5) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

REVEGETATION OF ROAD EXPOSED MINERAL SOILS

(6) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) where an **"agreement holder"** has been assigned *'road revegetation responsibility'*

- (a) procure a *'high quality seed mix'* including a *'certificate of analysis'*,
- (b) within cutblocks, *'revegetate'* *'road exposed mineral soils'* that are not part of the **net area to be reforested (NAR)**, and
- (c) external to cutblocks, *'revegetate'* *'road exposed mineral soils'*,

with the primary consideration regarding the timing at which the *'revegetation'* is carried out being a time that, in the opinion of a **"qualified professional"**, will provide a highly favorable opportunity for the *'high quality seed mix'* to germinate and establish where it is being applied, as the timing is **"practicable"** within the term of the **"agreement"** applicable to the **"project plan"**.

PROVISION OF A GRASS SEED CERTIFICATE OF ANALYSIS

(7) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and for any other road which provides industrial access to a cutblock or road to which this FSP applies (unless such other road has been made the responsibility of another industrial user to maintain by the District Manager), for the area associated with that cutblock, road or other road:

(1) where requested by the **"TSM"** under **strategy (3)**, provide a *'certificate of analysis'* to the **"TSM"**.

SUB-SECTION SPECIFIC DEFINITIONS

'*certificate of analysis*' means written confirmation from a seed provider verifying that invasive plant seeds are not present in a '*high quality seed mix*'.

'*high quality seed mix*' means

(A) preferably a site-specific mix recommended by a provincial Ministry range specialist or other specialist "**qualified professional**", if available, otherwise

(B) a mix meeting or exceeding the grade of Canada Common #1 Forage.

'*grass seedling establishment assessment*' means a field-based "**assessment**" comparing an ocular estimate of grass percent cover to a standard comparison chart for the visual estimation of vegetative cover.

'*revegetate*' or '*revegetation*' means to

(A) apply a '*high quality seed mix*',

(B) where dry seeding is being undertaken, apply at a rate of 30-50 kilograms per hectare, and

(C) carry out the activity

(I) either

(1) concurrent with "**road construction**" or "**road deactivation**",

(2) during the first spring following "**road construction**" or "**road deactivation**",
or

(3) during the first fall upon completion of "**road construction**" or "**road deactivation**"; and

(II) no later than 12 months following the formation of "**road exposed mineral soils**".

'*road exposed mineral soils*' means mineral soils resulting from "**road construction**", "**road maintenance**", and "**road deactivation**" that are in the following locations:

(A) cut and fill slopes along

(I) new permanent maintained roads,

(II) new permanent deactivated roads

(III) existing permanent maintained roads, and

(IV) existing deactivated roads;

(B) **landings**, and

(C) **roadside work areas**.

'*road revegetation responsibility*' means designated obligations, with respect to '*revegetation*' of '*road exposed mineral soils*', for any specific road identified by the "**TSM**" which provides industrial access to one or more of the "**agreement holder's**" contracts or agreements.

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7.2 Measures to Mitigate the Effect of Removing or Rendering Ineffective Natural Range Barriers

PRESCRIBED REQUIREMENTS	
Prescribed requirements:	<ul style="list-style-type: none"> • FPPR Sec. 18 Natural range barriers
Additional legal references:	<ul style="list-style-type: none"> • FRPA Sec. 48 Natural range barriers

RESULTS AND STRATEGIES
<p style="text-align: center;">RESPONSIBILITIES OF THE TSM</p> <p>REFERRAL, ASSESSMENT, AND MANAGEMENT</p> <p>(1) The “TSM” shall, prior to authorizing an “agreement holder” to conduct primary forest activities on or within a cutblock or road to which this FSP applies and where the primary forest activities are within or adjacent to the area of a range agreement, for the area associated with that cutblock or road:</p> <p style="padding-left: 40px;">(1) send a “referral” to</p> <p style="padding-left: 80px;">(a) the natural resource district range officer, and</p> <p style="padding-left: 80px;">(b) the holder of a range agreement,</p> <p style="padding-left: 40px;">specifically including within the “referral”</p> <p style="padding-left: 80px;">(c) information about potential impacts to known natural range barriers (including mapped natural range barriers adjacent to planned cutblocks and roads, as available from the BC Geographic Warehouse Natural Range Barriers – Vegetation data layer available at https://catalogue.data.gov.bc.ca/dataset/natural-range-barriers-vegetation), and</p> <p style="padding-left: 80px;">(d) a request for information regarding known natural range barriers utilized by the holder of a range agreement.</p> <p style="padding-left: 40px;">(2) where a reply to a “referral” sent under (1) above is received,</p> <p style="padding-left: 80px;">(a) undertake a <i>‘range assessment’</i> using information received from the natural resource district range officer and/or holder of a range agreement,</p> <p style="padding-left: 80px;">(b) offer to “collaborate” with the natural resource district range officer and/or the holder of a range agreement in the undertaking of the <i>‘range assessment’</i>, and</p> <p style="padding-left: 80px;">(c) respond with a summary of the <i>‘range assessment’</i> undertaken.</p> <p style="padding-left: 40px;">(3) where a reply to a “referral” is not received, undertake a <i>‘range assessment’</i> using information known to the “TSM”.</p> <p style="padding-left: 40px;">(4) where a natural range barrier is identified in the field, incorporate the natural range barrier into a <i>‘range assessment’</i>.</p> <p style="padding-left: 40px;">(5) where a <i>‘range assessment’</i> identifies “measures” necessary to mitigate the removal or the rendering ineffective of a natural range barrier, prescribe the “measures” identified in the <i>‘range assessment’</i>.</p>

DOCUMENTATION

(2) The **"TSM"** shall, prior to authorizing an **"agreement holder"** to conduct **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to the area of a range agreement, for the area associated with that cutblock or road:

(1) **"document"** in a **"project plan"**

- (a) **"referrals"** sent,
- (b) **"assessments"** undertaken,
- (c) natural range barriers identified,
- (d) **"measures"** prescribed, and
- (e) responsibilities of **"agreement holders"** under this sub-section of the FSP.

(2) provide the **"project plan"** to an **"agreement holder"**.

RESPONSIBILITIES OF AGREEMENT HOLDERS

IMPLEMENTATION OF THE PROJECT PLAN

(3) An **"agreement holder"** shall, when conducting **primary forest activities** on or within a cutblock or road to which this FSP applies and where the **primary forest activities** are within or adjacent to the area of a range agreement, for the area associated with that cutblock or road:

(1) carry out **primary forest activities** consistent with the **"project plan"**.

(2) where **"measures"** have been **"documented"** in a **"project plan"**, carry out **primary forest activities** and other activities in accordance with the **"measures"**, to ensure the **results** and **strategies** under this sub-section of the FSP will be achieved.

SUB-SECTION SPECIFIC DEFINITIONS

'range assessment' means an **"assessment"** that

(A) identifies known natural range barriers (including mapped natural range barriers adjacent to planned cutblocks and roads, as available from the BC Geographic Warehouse Natural Range Barriers – Vegetation data layer available at

<https://catalogue.data.gov.bc.ca/dataset/natural-range-barriers-vegetation>),

(B) considers how **primary forest activities** may remove or render ineffective a natural range barrier,

(C) identifies **"measures"** necessary to mitigate the removal or the rendering ineffective of a natural range barrier, for example

- (I) the installation of a **range development**,
- (II) the assignment of maintenance responsibilities for an installed **range development** to the holder of a range agreement, subject to the approval of the District Manager, and
- (III) the timing of implementation of **"measures"**;

(D) identifies potential impacts from removing or rendering ineffective a **range development** that is used by the range officer or holder of a range agreement in addition to or in lieu of a natural range barrier for range management;

(E) identifies "**measures**" necessary to mitigate the removal or rendering ineffective of a **range development** identified in (D), for example

(I) remedial actions in the event of an inadvertent, unplanned, removal or rendering ineffective of a **range development**, and

(II) the timing of remedial actions; and

(F) identifies follow-up reviews upon completion of **primary forest activities**.

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8 STOCKING STANDARDS

PRESCRIBED REQUIREMENTS	
Legal references:	<ul style="list-style-type: none">• FRPA Sec. 29(2) Free growing stands• FPPR Sec. 16 Stocking standards• FPPR Sec. 44 Free growing stands generally

STOCKING STANDARDS
<p>(1) The “TSM” establishes, for the purposes of FPPR Sec. 29(2), as included in Appendices 8A1, 8A2, 8B, 8C, 8D, and 8E:</p> <ul style="list-style-type: none">(1) within the Arrow, Boundary and Kootenay Lake FDU,<ul style="list-style-type: none">(a) the Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018), as established by the District Manager of the Selkirk Natural Resource District on May 1, 2018 (Appendix 8A1, Appendix 8A2, and Appendix 8A3), and(b) the Selkirk Resource District (DSE) Wildland Urban Interface Default Stocking Standards – Version 1.0 (November 20, 2018), as established by the District Manager of the Selkirk Natural Resource District on February 27, 2019 (Appendix 8B); and(2) within the Rocky Mountain FDU,<ul style="list-style-type: none">(a) the Rocky Mountain Natural Resource District (DRM) FSP Stocking Standards – Version 4.0 (August 22, 2018), as established by the District Manager of the Rocky Mountain Forest District (Appendix 8C),(b) the Rocky Mountain Forest District (DRM) Partial Cutting Stocking Standards – Version 2.0 (April 1, 2010), as established by the District Manager of the Rocky Mountain Forest District (Appendix 8D), and(c) the Rocky Mountain Resource District (DRM) Fire Management Stocking Standard, Partial Cut – Version August 29, 2016 (Reviewed August 29, 2018), as established by the District Manager of the Rocky Mountain Resource District (Appendix 8E). <p>(2) The “TSM” specifies, for the purposes of FPPR Sec. 16(1), that FPPR Sec. 44(1) (free growing stands generally) applies in all situations and circumstances under this FSP.</p> <p>(3) The “TSM” specifies, for the purposes of FPPR Sec. 16(3) and specifically for:</p> <ul style="list-style-type: none">(1) the applicable stocking standards and applicable regeneration date referred to in FPPR Sec. 44(1)(a), and(2) the applicable stocking standards and applicable free growing height referred to in FPPR Sec. 44(1)(b), <p>that the stocking standards included in the applicable appendices apply in all situations and circumstances under this FSP.</p> <p>(4) As District default stocking standards are amended or adopted from time to time, they will be incorporated into the FSP.</p>

APPENDICES (EXTERNAL)

The following appendices are filed external to the FSP.

- Appendix 2.5 – Amendments
- Appendix 3A – Arrow FDU Map
- Appendix 3B – Boundary FDU Map
- Appendix 3C – Kootenay Lake FDU Map
- Appendix 3D – Rocky Mountain FDU Map
- Appendix 4 – Timber Sale Licenses and Road Permits in Effect
- Appendix 5 – Declared Areas
- Appendix 6 – TKO Watershed Assessment and Risk Management Framework
- Appendix 6.1A – MOF FS39A Silviculture Prescription Plot Card
- Appendix 6.1B – TKO Terrain Stability Management Model
- Appendix 6.1C – Statement of Road Conformance
- Appendix 6.2A – KBHLPO Biodiversity Reporting Suite Guidance Document
- Appendix 6.2B – Old Growth Scorecards
- Appendix 6.2C – Guidance for Subscript k
- Appendix 6.5A – Wildlife Tree Retention Calculations
- Appendix 6.5B – WTR Management Guidance
- Appendix 6.6 – TKO Wildlife Species of Management Concern
- Appendix 6.8 – Designated Community Watersheds in Effect
- Appendix 7.1.1 – Regional Invasive Plant Management Organizations Map
- Appendix 8A1 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018)
- Appendix 8A2 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018) Amendment #3 (September 16, 2022)
- Appendix 8A3 – Selkirk Resource District (DSE) South Columbia Default Stocking Standards – Version 1.0 (April 1, 2018) Amendment #4 (February 8, 2023)
- Appendix 8B – Selkirk Resource District (DSE) Wildland Urban Interface Default Stocking Standards – Version 1.0 (November 20, 2018)
- Appendix 8C – Rocky Mountain Natural Resource District (DRM) FSP Stocking Standards – Version 4.0 (August 22, 2018)
- Appendix 8D – Rocky Mountain Forest District (DRM) Partial Cutting Stocking Standards – Version 2.0 (April 1, 2010)
- Appendix 8E – Rocky Mountain Forest District (DRM) Fire Management Partial Cut Stocking Standards – Version 29Aug2018