
FORESTRY BULLETIN

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Timber Harvesting Contract and Subcontract Regulation

Summary

The original Timber Harvesting Contracts and Subcontracts Regulation (B.C. Reg. 258/91) came into force in August 1991. The 1991 Regulation was replaced by the Timber Harvesting Contract and Subcontract Regulation (B.C. Reg. 22/96) in April 1996. This Regulation was in turn substantially amended effective June 21, 2004 (B.C. Reg. 278/2004). The amended Regulation is the product of a consultation process carried out through 2003 and early 2004 involving representatives from the contractor and licensee communities on the Coast and in the Interior. The Regulation continues to dictate much of the form and content of contracts between certain licensees and their contractors and between those contractors and their subcontractors. Contracts and subcontracts that are affected by the Regulation must be amended to conform with it immediately.

The Regulation continues to deal with the following issues:

- requirement for written contracts;
- assignability of replaceable contracts;
- requirement for mediation and arbitration provisions;
- replaceability of certain contracts and subcontracts; and
- compliance with “contractor clauses”.

These issues will be discussed in greater detail after a brief description of the 2004 amendments.

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*The Regulation
amendments are
effective June 21, 2004*

*Rates are to be based
on market rates*

*No new replaceable
contracts are created*

Significant Changes to the Regulation in 2004

The most significant changes to the Regulation relate to:

- rates and rate determination;
- replaceability;
- Forestry Revitalization Act AAC reductions.

Other changes include the ability to waive Regulation requirements, work substitution and the effect of licence transfers, consolidations and subdivisions.

Rates and Rate Determination

- If the parties cannot agree on rates, the licensee is required to present the contractor with a “rate proposal” describing the work and the proposed rate.
- Rates are to be determined with reference to market rates, not with reference to costs, productivity and profit/risk allowances as in the past.
- To compare market rates, regard may be had to factors that impact cost and productivity (location, terrain, systems, etc.).
- In the Interior, rate disputes will be resolved by first and final offer selection. Each party presents its best offer of a “fair market rate” and the arbitrator chooses.
- On the Coast, the arbitrator may determine a fair market rate having regard to evidence of market rates presented by the parties and by “peers” selected by the parties or by the mediator.
- Rate disputes commenced before June 21, 2004 will be governed by the pre amendment requirements of the Regulation.

Replaceability

- Replaceable contracts and subcontracts existing as of June 21, 2004 are grandfathered.
- On the Coast no new replaceable contracts are created.
- In the Interior, the requirement for replaceable contracts is no longer linked to the contractor clause of the licence. Licensees are not required to meet the “50%” threshold therefore no new replaceable contracts need be created.
- However, on both the Coast and Interior, where a replaceable contract is terminated for cause the licensee must offer that work under a new replaceable contract.

Contractors vote on proposals from licensees

A new division deals with Forestry Revitalization Act AAC reductions

The parties can waive Regulation requirements

Forestry Revitalization Act AAC Reductions

- A new Division 5.1 is added to Part 5 to deal with the impact on replaceable contracts of AAC reductions under the Forestry Revitalization Act (“Bill 28”).
- Licensees may put forward proposals allocating the reduction among contractors. Contractors with replaceable contracts vote on the proposal. If 2/3 or more of the contractors do not reject the proposal, it is accepted. The vote is “double majority”, both by head count and weighted by the size of the contract.
- For a given licensee, the aggregate effect of reductions cannot impact contractors with replaceable contracts any more than company operations or other contract operations.
- If contractors reject a proposal, the licensee may cause the matter to be resolved by arbitration.
- The default position (in the absence of a proposal or arbitration) is proportionate reduction.
- There is an opportunity for certain contractors to object to an accepted proposal on the basis that it is unfairly influenced by the history of dealings between the parties (“fairness”).

Other Changes

- Licensees must respond to a request from a contractor for consent to assignment. Consent is deemed if the licensee fails to respond within 30 days.
- Licensees may substitute work outside the licence for the purpose of meeting the obligation to provide a specified amount of work under a replaceable contract pertaining to that licence.
- Where a licence is transferred, subdivided or consolidated, the licensee must ensure the continuity of replaceable contracts under that licence.
- The scope for seniority systems has been expanded.
- “AAC reduction criteria” have been modified to emphasize efficiency of operations.
- Compliance periods to determine compliance with amount of work requirements in replaceable contracts may be delinked from the cut control period for the licence. As there are no longer minimum annual or periodic harvest requirements under the Forest Act, there is no assurance that the contractor will receive any minimum quantity of work.
- The parties to a contract or subcontract can, by agreement, waive any of the requirements of the Regulation other than those dealing with written contracts or assignment of replaceable contracts.

The Regulation does not apply to all timber harvesting contracts and subcontracts

The Regulation does not apply to agreements for less than 6 months

The balance of this Bulletin will address two questions:

1. Who does the Regulation apply to?
2. What does the Regulation deal with?

Who Does the Regulation Apply To?

The Regulation applies only to “contracts” and “subcontracts” as defined in the Regulation. There are many logging services agreements that the Regulation does not apply to. To determine if the Regulation applies, three questions must be answered:

1. What kind of work is the contract (or subcontract) for?
2. How long is the contract?
3. What kind of licence is the contract under?

WHAT KIND OF WORK IS THE CONTRACT (OR SUBCONTRACT) FOR?

The Regulation will not apply unless the contract or subcontract is for one or more “phases of a timber harvesting operation”.

Phases of a timber harvesting operations include:

“felling, bucking, yarding, skidding and decking, loading, hauling, unloading, non-mill or non-custom dryland sorting or booming, logging road construction, logging road maintenance including temporary road deactivation, logging access road construction, and any other phases or combinations or components of them that are aspects of a timber harvesting operation under a licence”.

Phases of a timber harvesting operation do not include:

“catering, cruising, forest engineering, semi-permanent or permanent road deactivation, towing, barging, mill or custom dryland sorting or booming, reforestation, scaling, equipment rental, equipment maintenance or providing support services relating to timber harvesting”.

HOW LONG IS THE CONTRACT?

The Regulation will not apply unless the contract or subcontract is for more than six months, or more than six months full time work is performed in a calendar year.

The Regulation does not apply to private land outside a TFL

The Regulation cannot be avoided by entering consecutive short term contracts or subcontracts. The duration of all contracts or subcontracts between the same parties in a calendar year for a given licence will be added together to determine if the time threshold is met.

WHAT KIND OF LICENCE IS THE CONTRACT UNDER?

The Regulation will not apply unless the contract or subcontract pertains to one of the specified forest tenures.

The Regulation applies to contracts or subcontracts under:

- a replaceable TFL;
- a replaceable Forest Licence (FL);
- a non-replaceable FL with an average annual volume of more than 10,000 m³;
- a Timber Licence with more than 30,000m³.

The application of the Regulation differs from Coast to Interior.

The Regulation does not apply to private land (except land in Schedule “A” of a TFL).

What Does the Regulation Deal With?

The Regulation deals with six matters:

- the requirement for written agreements (Part 2);
- the assignability of agreements (Part 3);
- mediation and arbitration (Part 4);
- replaceability of agreements and the content of those agreements (Part 5);
- the application of AAC reductions under the Forestry Revitalization Act to replaceable contracts (Division 5.1, Part 5);
- contractor clause compliance (Part 6).

The Regulation also prescribes standard clauses to be used for these requirements (Part 7 and Schedules 1-22).

In many instances, the Regulation requires that existing contracts be amended to include the standard clauses or like clauses by June 21, 2004. If such amendments are not made, the *Forest Act* (s. 160) deems the prescribed clause to apply.

The parties can now contract out many of the Regulation requirements

The Regulation deals with the requirements for written contracts and with assignability, arbitration, replaceability and contractor clauses

An attempt at mediation is mandatory

It is important to note that the parties to a contract or subcontract can now contract out of any requirements of the Regulation relating to their contract other than those in Part 2 (contracts to be in writing) and Part 3 (assignability).

Written Contracts – (Part 2)

All timber harvesting contracts and subcontracts on most TFLs, Forest Licences, and Timber Licences must be in writing. There is no deadline prescribed for converting existing contracts and subcontracts into written form, however, the parties must use “reasonable efforts” to do so. Failure to have written agreements when required is an offence under the Regulation.

If both parties agree that they do not want a written agreement, they may ask the Minister of Forests to relieve them from this requirement.

Assignability – (Part 3)

The Regulation requires that some contractors and subcontractors be permitted to assign their interest in an agreement.

There are significant limitations to this right:

- the contract or subcontract must be one that is “replaceable” (replaceable agreements are required for certain tenures); and
- the licensee may withhold its consent to the assignment, if doing so is reasonable in the circumstances.

If a licensee fails to respond to a request for consent to assign or fails to disclose the reasons for withholding consent within 31 days of being asked, the licensee is deemed to have consented.

Mediation and Arbitration – (Part 4)

REQUIREMENT

All contracts and subcontracts, as defined in the Regulation, must contain a dispute resolution mechanism. The Regulation specifies a process for mediation and arbitration but gives the parties the right to create their own process provided it includes mediation and comparable time limits.

THE PROCESS

Section 8 of the Regulation describes the process for mediation and arbitration. The process is initiated by delivery of a notice of dispute by one party to another. The parties then have 14 days to agree upon a mediator, failing which the Deputy Minister of Forests will appoint one from a register of mediators kept for that purpose.

If, after 14 days from the commencement of mediation the dispute is not resolved, either party can commence arbitration by notice to the other party. Once again, if after 14 days from such notice the parties fail to agree on an arbitrator or to appoint members to a 3-person panel, the Deputy Minister of Forests will appoint an arbitrator. Arbitration proceedings are to be conducted in accordance with rules determined by the arbitrator, failing which the rules of the British Columbia International Arbitration Centre for the conduct of domestic commercial arbitrations will apply, unless the parties agree otherwise.

There are also special, sometimes multi-party, dispute resolution processes in the Regulation to deal with;

- amount of work disputes
- rate disputes
- AAC reduction disputes
- forestry revitalization proposals

Costs are in the discretion of the arbitrator

COSTS

Each party bears its own cost to prepare and attend at a mediation. The cost of the mediator and any support costs (secretary, mediation room etc.) are shared equally by the parties, unless one of the parties fails or refuses to participate, in which case the party may be ordered by the mediator to bear all such costs. The mediator may also assess costs against a party for cause.

The Regulation is silent as to costs for arbitration. Under the *Commercial Arbitration Act*, costs are in the discretion of the arbitrator.

Replaceability and Replaceable Agreements – (Part 5)

The requirement that certain contracts and subcontracts be replaceable (ongoing subject to termination) raises a host of issues:

- What Agreements must be Replaceable?
- The Content and Replacement of Agreements.
- Amount of Work Specified in Agreements.
- Variation in Amount of Work.
- Amount of Work Disputes.
- Change in Harvesting Methods.
- Rate Disputes.
- AAC Reduction.

The replacement contract or subcontract must be on “substantially the same terms” as the agreement being replaced

WHAT AGREEMENTS MUST BE REPLACEABLE?

Only replaceable contracts existing as at June 21, 2004 must be replaceable. Prior to that date, complex rules governed the creation of replaceable contracts.

Where a replaceable contract has been terminated for cause, the licensee must offer the work specified in that contract under another replaceable contract.

CONTENT AND REPLACEMENT OF AGREEMENTS

The replacement contract (or subcontract) must be on “substantially the same terms” as the agreement being replaced. It must be offered to the contractor or subcontractor at least three months before the expiry of the agreement being replaced and must commence on or before the expiry of that agreement.

If a replaceable contract or subcontract does not specify a term, the Regulation prescribes a term of two years.

AMOUNT OF WORK

Replaceable contracts and subcontracts must specify an amount of work to be performed by the contractor or subcontractor each year. The Regulation prescribes how this amount of work must be expressed. The requirements are different for contracts for the Interior, for contracts for the Coast and for subcontracts generally.

Replaceable contracts and subcontracts must specify an amount of work

The Regulation recognizes three distinct types of replaceable contracts for the Coast

Interior

For the Interior, replaceable contracts must simply express the amount of work in a manner that is consistent with the provisions of the contractor clause in the licence and with Part 6 of the Regulation.

Coast

For the Coast, the Regulation recognizes three distinct types of contracts:

- contracts that depend upon the volume of timber (eg. full phase, falling, yarding; sometimes referred to as volume dependent contracts);
- “Dedicated Phase Contracts” (a contract to do all of a phase related to a particular operation); and
- “Volume Independent Contracts” (eg. road construction).

Volume dependent contracts must express the amount of work to be performed in each year of the contract as a percentage of the total amount of timber to be processed under the licence in a year.

Under Dedicated Phase Contracts, the contractor provides all or a specified percentage of a particular type of service directly related to a particular volume-dependent contract or to an operation carried out by employees of the licensee. For example, there may be a Dedicated Phase Contract to provide all road construction services necessary for a particular full phase logging contract.

The amount of work in a Volume Independent Contract is expressed as a percentage of the total amount of work of a particular type under a licence other than that being performed under Full Phase Contracts, Dedicated Phase Contracts or by the licensee’s own employees.

The prescribed methods of specifying an amount of work on the Coast are subject to two important exceptions:

- The licensee and all contractors with replaceable contracts under a licence may agree that the amount of work is to be specified in a manner different than that prescribed in the Regulation.
- A licensee and one or more contractors can agree on a seniority system for the allocation of work.

The Regulation permits considerable variation from the amount of work specified in a contract or subcontract

Subcontracts

For replaceable subcontracts, the amount of work must be expressed either in units of work (m³, tonnes, kilometres, etc.) or as a percentage of the total amount of work required by the contractor of the type performed by the subcontractor.

WORK SUBSTITUTION

The Regulation permits a licensee to substitute work outside a licence for work under a licence. This provides the licensee with greater flexibility to meet amount of work commitments under replaceable contracts.

VARIATION IN AMOUNT OF WORK

A licensee may not reduce the amount of work to be performed by a contractor under a replaceable contract in a given year except as permitted by the Regulation. However, the Regulation allows for considerable variation in the amount of work:

- **Fluctuation in Harvest Levels:** The contractors' entitlement to work is usually expressed as a percentage of the total amount of work. As a licensee varies the amount of work performed under the licence in a given year the quantity of work the contractor is entitled to perform will also vary.
- **Annual Variations:** A licensee may vary the amount of work to be performed under a contract in any year for "bona fide business and operating reasons", provided that the aggregate amount of work made available to the contractor over a five year compliance period is at least 95% of the aggregate amount of work the contractor was entitled to perform in that period. Bona fide business and operating reasons is not defined in the Regulation, however it may be defined in a contract.
- **Force Majeure:** A licensee is not liable to a contractor for failure to provide the amount of work specified in the contract, even in the fifth year of a five year compliance period, where the failure is due to an event beyond the licensee's control. Such events includes changes in law, natural disasters or interference by a third party but do not include changes in the market price for logs.
- **Experiments:** A licensee may experiment with new harvesting systems. Where it is not practicable for the contractor to conduct the experiment, the licensee may reduce the contractor's work for a year to accommodate the experiment. The experiment must be for bona fide business and operating reasons and the

contractor must receive reasonable notice. The licensee is obliged to use reasonable efforts to allocate the effect of experiments amongst all contractors and the licensee's employees.

AMOUNT OF WORK DISPUTES ON THE COAST

Where a licensee and a contractor cannot agree on the amount of work to be expressed in a replaceable contract for the Coast, the Regulation prescribes a mechanism for resolving the dispute. Under this mechanism, the licensee prepares a "proposal" showing the amount of work to be performed by the contractor, by every other contractor with a replaceable contract under the licence who may be affected by the proposal and by any trade union representing affected employees. All affected contractors and those trade unions whose members may be affected by the proposal, receive a copy of the proposal and may participate in the mediation and arbitration of the dispute.

Where the amount of a work in a contract has already been determined by mediation and arbitration, it is not open for either party to initiate another dispute on the issue.

CHANGE IN HARVESTING METHODS

Replaceable contracts must permit the licensee to require a contractor to change harvesting methods or to move its operations where the change or move is required for bona fide business and operational reasons. The contract must also permit the contractor to terminate the contract without liability within 15 days of receiving notice of the change and for either party to require a review of rates.

RATE DISPUTES

Where a licensee and a contractor cannot agree upon a rate under a replaceable contract the licensee may present a "rate proposal" to the contractor (and must do so if requested by the contractor). The proposal must describe the work with sufficient detail for the contractor to evaluate it, and must describe the rate. If, after the exchange of proposals, the parties still have not agreed on a rate, either party may cause the rate to be determined by mediation and arbitration.

A replaceable contract must permit the licensee to require a contractor to change harvesting methods for bona fide reasons

Rates must be based on market rates

An arbitrator may allocate the effect of an AAC reduction based on a number of considerations called “AAC reduction criteria”

The arbitrator must determine a “fair market rate” having regard to rates paid to or for similar work by the parties or by others. No longer does the Regulation require that a reasonably efficient contractor earn a reasonable profit.

The process for conducting rate disputes differs from Coast to Interior. For the Interior, the arbitrator is restricted to selecting one of the proposals for a rate put forward by the parties. On the Coast, the arbitrator determines the rate. For both Coast and Interior, the process is subject to strict time requirements at each step, although the implications of failing to meet these time requirements is unclear.

The arbitrator is expressly prohibited from considering any amount paid by the contractor for its replaceable contract. During a rate dispute, the contractor is to continue to provide services at a “provisional rate” equal to past rates paid to the contractor for like services.

AAC REDUCTION

The Regulation sets out a process to be included in replaceable contracts for the allocation of the impact of AAC reductions among contractors with replaceable contracts, other contract operations and operations carried out by employees of the licensee. This process differs from that for AAC reductions under the *Forestry Revitalization Act*.

Where there has been an AAC reduction, the licensee may make a proposal allocating the impact of the reduction among its contractors with replaceable contracts, other contractors and operations carried out by the licensee’s employees. If any of the contractors with replaceable contracts object to the proposal within 30 days of receiving notice of it, the licensee may then refer the matter to mediation and arbitration under the Regulation. If no contractor objects, the licensee’s proposal is implemented.

Where the licence holder refers the matter to mediation and arbitration, each affected contractor and any trade union whose members may be affected may make separate proposals to the arbitrator. The arbitrator is not restricted to the proposals made by the parties or by a trade union but may grant an award based on a number of considerations called “AAC reduction criteria”, including:

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- achieving a contractor configuration that optimizes efficiency and utilization of capital;
 - the historic performance and compliance record of each contractor;
 - minimizing geographic dislocation.

The AAC reduction will be allocated proportionately among all contractors with replaceable contracts, other contract operations and operations carried out by the licensee's employees where:

- the licensee fails to make a proposal in the first instance;
- the licensee makes a proposal but withdraws it after receiving an objection from a contractor and before commencing dispute resolution; or
- the issue is not resolved by mediation and is not moved on to arbitration by any of the parties within 14 days.

LICENCE TRANSFER, SUBDIVISION OR CONSOLIDATION

Where a licence is transferred the licensee must ensure that the transferee assumes the licensee's obligations under any replaceable contracts pertaining to the licence. Similarly, where a licence is subdivided or is consolidated with another licence, the licence holder must ensure the continuity of any replaceable contracts pertaining to that licence.

***Forestry Revitalization Act* AAC Reductions (Division 5.1, Part 5)**

A new Division 5.1 has been added to Part 5 to deal specifically with the implementation of *Forestry Revitalization Act* AAC reductions.

The licensee initiates and drives the process for allocating work reductions among contractors. Central to this process is a "forestry revitalization proposal" prepared by the licensee and voted on by those contractors with replaceable contracts. At various points in the process, the licensee can amend and resubmit the proposal, elect proportionate reduction or force the matter to arbitration.

FORESTRY REVITALIZATION PROPOSALS

Upon receipt of an order from the Minister under the *Forestry Revitalization Act* for so called "grouped licences" and any time before September 1, 2004 for an "ungrouped"

licence, a licensee may put forward one or more proposals to contractors holding replaceable contracts. The proposal must show the allocation of work reduction between contracts, or termination of contracts. For “grouped licences” the proposal must be made within the time specified by the Minister of Forests.

In preparing proposals, the licensee must not cause the impact of the AAC reductions to be visited disproportionately upon contractors with replaceable contracts. The Minister may relieve from this limitation.

If no “impacted contractor” (one who is impacted by the proposal more than it would have been in a proportionate reduction) objects to the proposal, it is implemented.

Even if an “impacted contractor” objects to the proposal, it is implemented, unless more than 1/3 of the contractors with replaceable contracts (1/3 by number and 1/3 by aggregate amount of work) rejects the proposal. This is subject only to a “fairness” challenge by an “impacted contractor”. Any contractor who does not object to a proposal within 30 days of receiving it has deemed to have accepted it.

REJECTION OF PROPOSALS

If a proposal is rejected by more than 1/3 of all contractors with replaceable contracts, the licence holder may:

- elect proportionalte reduction,
- amend and resubmit the proposal,
- refer the matter to dispute resolution.

Disputes are dealt with by a “conciliator” who acts as both a mediator and arbitrator. The parties to the dispute are all contractors with replaceable contracts and the licence holder. In addition, any union whose members may be affected by a proposal can participate as an intervenor. The arbitrator is not limited to accepting or rejecting a proposal but can craft a solution.

FAIRNESS CHALLENGES

Even if a proposal is accepted (not rejected by 1/3 or more contractors) any “impacted contractor” can challenge it on the basis that the licence holder has

Contractor clauses are in effect in all replaceable TFLs and in certain Interior Forest Licences

singled out the contractor because of historical dealings. Where such an objection is raised, the licence holder may:

- elect proportionate reduction,
- amend and resubmit the proposal,
- refer the matter to dispute resolution.

In a “fairness” dispute only the licensee and the impacted contractor are parties and the “conciliator” is limited to considering whether or not the proposal was made impartially and without regard to past dealings between the parties.

PROPORTIONATE REDUCTION

The licensee may elect proportionate reduction. Proportionate reduction will be imposed if the licensee fails to advance a proposal within the time specified by the Minister of Forests or fails to move the matter on to dispute resolution if it is rejected by more than 1/3 of contractors or if it is objected to on the basis of fairness.

Proportionate reduction is imposed on a licence by licence basis having regard to the AAC reduction ordered for that particular licence.

Contractor Clause – (Part 6)

Part 6 does not impose an obligation to use contractors. That obligation and the penalties for non compliance are imposed by the licence document and are a matter of contract between the licensee and the Crown. Part 6 merely defines how compliance with the contractor will be measured.

WHO HAS CONTRACTOR CLAUSES?

The Regulation defines “contractor clause” as a licence provision found in replaceable TFLs and in those Interior Forest Licences where the regional manager has given notice that a portion of the timber harvested under the licences must be harvested by contractors.

COMPLIANCE WITH CONTRACTOR CLAUSE

For replaceable TFLs on the Coast, the contractor clause is complied with if the required amount of contract work is performed by any combination of full contracts with terms of at least five years and phase contracts with terms of at least two years.

Existing agreements must be amended by June 21, 2004 to conform with the standard provisions in the Regulation

For replaceable TFLs and Forest Licences in the Interior, 70% of the contract work used to comply with the contractor clause must be performed under contracts with terms of at least five years (full or phase) and 30% must be performed under contracts with terms of two years (full or phase).

Where a licensee in the Interior is relying on a replaceable contract to comply with a contractor clause, the licensee must, upon request, provide the Ministry of Forests with a copy of the contract and advise the contractor of the volume attributed to the contract for the purposes of the clause. Interior licensees can now use both replaceable and non-replaceable contracts to comply with the contractor clause.

RELIEF

The Minister of Forests may relieve a licensee from the contractor clause where “compliance is not feasible”.

Prescribed Clauses – (Part 7)

Most of the requirements of the Regulation are imposed on licensees, contractors and subcontractors through their agreements. The Regulation merely states that the agreement must deal with the requirement.

Appended to the Regulation are 25 Schedules containing required provisions for agreements. The parties may deviate from these Schedules by agreement.

The Schedules are “standard provisions” for the purposes of Section 160 of the *Forest Act*. If an existing agreement does not address the requirements in a standard provision on June 21, 2004, the relevant Schedule will be deemed to apply to the agreement. For a new agreement made after June 21, 2004 the relevant Schedule will be deemed to apply on the making of the agreement.

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