



# Forestry Tasmania

## COMMUNITY FOREST AGREEMENT

**THIS AGREEMENT** is made on the                      day of                      2009

**BETWEEN**

**FORESTRY TASMANIA (“FT”); and**

**TASMANIAN BEEKEEPERS ASSOCIATION (“the TBA”)**

### **Recitals**

#### **WHEREAS:**

- A. FT and the TBA have agreed to establish a framework for forest management and communication protocols between FT and the TBA to ensure compliance with relevant legislation and achieve operational objectives dealing with sustainability for both timber production and beekeeping industries.
- B. FT and the TBA have agreed to work together cooperatively with the joint aim of ensuring an ongoing supply of leatherwood nectar and native forest timber from the Wedge Forest Block with the overriding intent to retain all agreed commercial stands of Leatherwood.
- C. To this end, FT and the TBA have entered into this Agreement.
- D. This Agreement is divided in to Parts. Part 1 applies to the whole Agreement. Part 2 is not intended to create legally binding relations. Part 3 is intended to create legally binding relations. The Attachments are not intended to create legally binding relations except to the extent that this is necessary to give effect to Part 3.

**NOW IT IS AGREED** as follows:

## **PART 1**

### **Interpretation**

- 1. This Agreement is to be interpreted, unless the contrary intention appears, with reference to the definitions and general provisions specified in clauses 2 and 3.

## **Definitions and General Provisions**

2. In this Agreement unless the contrary intention appears:

“Agreement” means all parts of this Agreement between FT and the TBA and includes the Attachments to this Agreement;

“Commencement Date” means 1 July 2008.

“Wedge Forest Block” means all of the state forest included within the area designated “WE” on the FT forest management system.

“Commercial Stands” means designated stands of leatherwood as indicated on Map 1 (as amended by agreement).

## **PART 2**

3. This Part is not intended to create legally binding relations and provisions in Part 1 in so far as they relate to Part 2 are also not binding.

### **FT’s Management of State Forest Generally**

4. FT manages State forests for optimum community benefit, using environmental best practice to create long-term wealth and employment for Tasmanians.

5. FT aims to:

- Embrace science to achieve best practice environmental stewardship and maintain Australian Forestry Standard Certification.
- Create long-term business and employment opportunities for the community by managing the forests for multiple use and encouraging downstream processing.
- Achieve positive financial returns through sound, ethical business practice.
- Build community trust through honest dialogue.

### **Basis of Agreement**

6. It is acknowledged and accepted that:

- (a) Beekeepers require access to State forest containing Commercial Stands of leatherwood trees, to operate a viable business for both honey production and pollination services to the agriculture and horticulture industries.
- (b) the only remaining substantial leatherwood resource in the South of Tasmania is situated in the Wedge, which at present supports at least 700 hives,
- (c) the preservation of all Commercial Stands of leatherwood in the Wedge is necessary to enable beekeepers to maintain the present level of pollination services to the agricultural and Horticultural Industries in Southern Tasmania
- (d) the Agricultural and Horticultural Industries in the South of Tasmania require an increase in pollination services each year at least until 2010.

- (e) it is necessary to leave open the possibility of the leatherwood resource in the Wedge supporting an increase in hive numbers to meet a growth in honey production and growth in hive numbers to meet the anticipated increase in pollination requirements of agriculture and horticulture
  - (f) FT is at present using The Guidelines for Beekeeping in State Forest (the Guidelines) in preparing Timber Harvesting Plans for the coupes in the Wedge.
  - (g) the terms of this Agreement are designed to meet FT's management obligations and aims as set out in this Agreement
7. The Parties have agreed that:
- (a) FT will give special consideration to the Leatherwood resource in the Wedge and the TBA have agreed that this Agreement will replace the coupe-by-coupe approach provided by the Guidelines except where compliance with this Agreement makes that approach necessary.
  - (b) the general aim of both parties is to provide a more simple, strategic, secure and sustainable means of ensuring an ongoing supply of leatherwood nectar and native forest timber with the overriding aim being to retain all Commercial Stands of leatherwood in the Wedge in perpetuity.

### **Forest Management**

- 8. Commercial stands are leatherwood as indicated on Map 1 as surveyed by FT and the beekeepers. It is acknowledged that this survey may not have identified all of the commercial stands and may over state the distribution of leatherwood.
- 9. Map 1 is to be considered a work in progress and will be amended as the knowledge of commercial leatherwood distribution improves.
- 10. Areas of mapped commercial leatherwood will be added and removed from the map as agreed by FT and the Beekeepers.
- 11. As a guideline for determining commercial stands of leatherwood that have not been mapped, the following should be considered:
  - (a) Leatherwood is the dominant species in the overstorey of rainforest or dominant understorey species of eucalypt forest.
  - (b) Areas where mature leatherwood trees and immature regrowth trees comprise at least 25 % of the canopy growing in that area.
  - (c) FT planners may seek advice from beekeepers to determine if previously unmapped leatherwood stands are of commercial quality.
- 12. FT will annually present a summary of the management status of all forest within the Wedge Forest Block. **Schedule 1** details the current status of commercial leatherwood and all State Forest at the commencement of this agreement.

13. Based on this mapping, three management zones have been identified as indicated on Wedge Apiary SMZ map:

- (a) **SMZ1**: All State forest in the Wedge Block South of the Gordon River Road
- (b) **SMZ2**: Mapped commercial stands of leatherwood on State forest in the Wedge Block North of the Gordon River Road.
- (c) **SMZ3**: Other State forest in the Wedge Block not included in SMZ1 or SMZ2.

### Management Zones

14. The three zones referred to in clause 13 are to be managed as follows:

- (a) **SMZ1**: Harvesting limited to an average of **25ha** per year over the 10-year period from the Commencement Date. Harvesting will not exceed **50ha** in a single year. Coupe planning to retain Leatherwood (particularly the larger trees) where practical. No burning of harvest residue. FT will monitor all harvested coupes within SMZ 1 to quantify the success of forest regeneration. FT will report on the results of monitoring within 10 years of the commencement of this agreement. Other relevant provisions of the Guidelines for Beekeeping on State Forest will apply.
- (b) **SMZ2**: Coupe planning is to be carried out so as to retain commercial stands of leatherwood. Commercial stands of leatherwood adjacent to harvested coupes will be rezoned as either STMU or Protection. Coupe planning to retain Leatherwood (particularly the larger trees) where practical. Leatherwood rich areas adjacent to harvested coupes will be rezoned as either STMU (Special Timbers Management Unit) or PRT (Protection). There is to be no burning of harvest residue in these rezoned areas The harvesting method in STMU's is to be ground based and aggregated retention, or such other method that promotes the retention of commercial stands of leatherwood. Other relevant provisions of the Guidelines for Beekeeping on State forest will apply.
- (c) **SMZ3**: The Guidelines for Beekeeping on State forest will apply. No other special provisions apply.

### Liaison

15. Communication between FT and the TBA will be conducted in accordance with the following timeframe:

Task	Time
Presentation of draft three year wood production plan to TBA	Mid April
Feedback from TBA on draft three year wood production plan	beginning May
Final three year wood production plan	Mid May
Approval of three year wood production plan	Mid June
Publish three year wood production plan	End July
Reporting on targets and implementation of agreement	End October

16. At the presentation of the draft three-year wood production plan, FT will produce a map indicating the location and planned harvest year of coupes. For coupes with certified FPP's, a copy of the FPP, FPP map and planning map will be presented. The planning map will display the proposed harvest boundary, the extent of commercial leatherwood stands within and outside the coupe and how excluded commercial leatherwood stands will be managed, either as STMU or protection. Representatives of the TBA will provide feedback on the draft three year plan within two weeks of the meeting. If after inspecting the three year plan the TBA forms the opinion that leatherwood exists in the area covered by the plan which is not dealt with in accordance with the terms of the Agreement it must inform FT of that and the parties must meet within a further period of two weeks and endeavour to reach agreement on the extent of commercial stands of leatherwood shown on the plan and how it is to be dealt with applying the terms of the Agreement. Either party may request a meeting at any time as the need arises. FT will consider the feedback and finalise the three-year plan by mid May.
17. In addition to the annual meeting, consultation may occur at any time when issues relevant to the retention of commercial stands of leatherwood arise. The first point of contact for information and advice will be the other party.

### **Ten yearly review**

18. Within the 6 months prior to 10 years from the Commencement Date the parties must attend a meeting to review of the performance of this Agreement and to assess the progress of this Agreement against the commitments made by the Parties:

The review is to be conducted:

- (i) by the Parties jointly; or
  - (ii) by a person or body jointly appointed by the Parties.
19. Once the review referred to in clause 18 has been conducted, and it is agreed by the parties that both parties have successfully performed their commitments under the Agreement, the parties agree to negotiate in good faith to renew the Agreement on such terms as they agree.

## **PART 3**

### **Nature of Obligations under this Part**

20. It is the intention of the Parties that this Part is to create legally enforceable rights and obligations. It is also their intention that, in the event that any provision of this part exceeds the power of either Party or is unenforceable for any other reason, that provision is to be read as not intending to create legally enforceable rights and obligations.

### **Duration of Agreement**

21. This Agreement will commence on the date of its execution, and subject to its terms remain in force for 15 years.

### **Cooperation and Response to Requests**

22. (a) The Parties agree to work cooperatively to address any matters raised in writing by either of them relating to the interpretation or implementation of this Agreement and undertake to respond to any request within 45 days of its receipt.
- (b) For the purposes of this Agreement, the relevant contacts for FT and TBA are set out in Schedule 2 to this Agreement.

### **Dispute Resolution**

23. The Parties agree that if a dispute arises between the Parties it must be resolved expeditiously in accordance with the provisions of clauses 23 to 28.
24. When a dispute arises, a Party may serve a notice on the other specifying:
- (a) the nature and substance of the matter or issue in dispute;
- (b) that it is a dispute to be resolved in accordance with clauses 25 and 26.
25. Within 7 days of the notice under clause 24 being served the Parties must attempt to settle the dispute and, in default of settlement, appoint a mediator to conduct a mediation concerning the matter or issue in dispute.
26. If the dispute is not settled under clause 24 and the Parties fail to appoint a mediator, either of them may request the President of the Law Society of Tasmania, to nominate a mediator to conduct the mediation.
27. The costs of a mediator appointed under clauses 25 or 26 are to be shared equally between the Parties.
28. Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

### **Notices**

29. Any notice or other communication to be given or made pursuant to this Agreement shall be in writing and addressed as the case may be as follows:

#### **FT**

Forest Manager Derwent  
Forestry Tasmania  
79 Melville Street  
HOBART TAS 7000

#### **THE TBA**

Tasmanian Beekeepers Association  
21 Fysh Street, FORTH, Tasmania, 7310.

30. Any notice or other communication shall be deemed to have been duly served:
- in the case of hand deliver, when delivered;
  - if sent by prepaid post, on the third ordinary business day after the date of posting;
  - if sent by facsimile transmission, upon completion of the transmission, if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but, if not, then at 9:00am on the next ordinary business day in such place.
  - if any other mode of service is agreed in writing between the Parties, when that agreement specified.

IN WITNESS WHEREOF this Agreement has been signed for and on behalf of the Parties as at the day and year first above written.

The Seal of Forestry Tasmania )  
was hereto affixed )  
in the presence of:- )

Name: ..... Signature: .....

(General Manager, Operations)

**The Tasmanian Beekeepers Association:**

Name: ..... Signature: .....

in the presence of:-

Name of Witness: .....

Address: .....

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Name: ..... Signature: .....

in the presence of:-

Name of Witness: .....

Address: .....

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**Schedule 1**

Area statement Wedge Forest Block (in hectares)  
1<sup>st</sup> February 2009

**All Wedge Forest Block**

Protection	2243
Production STMU	1466
Production Other	6791
<b>Total</b>	<b>10500</b>

**Total Commercial Leatherwood**

Protection	801
Production STMU	837
Production Other	1839
<b>Total</b>	<b>3477</b>

**Commercial Leatherwood within SMZ 1**

Protection	454
Production STMU	456
Production Other	1069
<b>Total</b>	<b>1980</b>

**Commercial Leatherwood within SMZ 2**

Protection	347
Production STMU	380
Production Other	769
<b>Total</b>	<b>1497</b>

## Schedule 2

### Contacts (Clause 22(b))

#### Forestry Tasmania:

**Name:** Steve Whiteley

**Position:** Forest Manager, Derwent

**Phone:** (03) 6235 8385

**Mobile:** 0419 875013

**Name:** Bernard Plumpton

**Position:** Senior Forest Planner / Derwent West

**Phone:** (03) 6235 8362

#### Tasmanian Beekeepers Association

**Name:** Peter Norris

**Position:** President, Tasmanian Beekeepers Association (Southern Branch)

**Phone:** (03) 62789007

**Mobile:** 0427337723

**Name:** Julian Wolfhagen

**Position:** President, Tasmanian Beekeepers Association

**Phone:** (03) 63982666

**Mobile:** 0419359870