

**Forestry Development Authority**  
**2019 Revised Regulation No. [115-2018]**  
**Regulations on Chainsaw Milling**

**WHEREAS**, Liberia is endowed with abundant forest constituting part of its national wealth that provides diverse resources for meeting the nutritional, health and economic needs of the country and its people;

**WHEREAS**, in order to promote proper management of the forest resources of the country, the Government and people of Liberia have agreed, enacted and are implementing a comprehensive forestry law called the National Forestry Reform Law of 2006 (NFRL) and Community Rights Law of 2009(CRL) and complementary legal framework, which establish a transparent framework for the sustainable use, management, and protection of forest resources.

**WHEREAS**, the NFRL further requires that no forest resource can or should be harvested unless pursuant to one of four (4) licenses enumerated in the NFRL or pursuant to a Community Forest Management Agreement as provided for under the CRL;

**WHEREAS**, most of Liberia's domestic timber supply is sourced from wood harvested and processed through chainsaw milling which is largely unregulated making current chainsaw milling activities unsustainable and largely noncompliant with the existing legal framework governing forestry, including traceability, environmental regulations, fiscal obligations, and benefit for forest communities;

**WHEREAS**, in 2011 the FDA, in consultation with stakeholders, promulgated FDA Regulations 115-11 to create a legal regime to govern chainsaw milling but the enforcement of the mentioned regulations remain challenged; and

**WHEREAS**, the challenged enforcement of FDA Regulations 115-11 has made it imperative to review and revise the mentioned regulation to enhance its enforcement and to promote local timber enterprises.

**NOW, THEREFORE**, the Authority does hereby rule and regulate as follows:

**PART ONE: DEFINITIONS AND PURPOSE**

## Section 1. Definitions

**Authority:** Means Forestry Development Authority.

**Authorized Forest Community:** Is a community that has the right to access, manage, use and benefit from a specified area of forest resources, after it has met all regulatory requirements, including management and technical specifications, as established and verified by the Authority, and which has signed a Community Forest Management Agreement with the Authority.

**Board:** means the Board of Directors of the Authority.

**Chainsaw Milling:** Means harvesting and on-site conversion of logs into boards/lumber using chainsaws.

**Chainsaw Milling Permit:** Means the authorization or permit issued to an Eligible Person to undertake Chainsaw Milling in respect of a defined number of trees, which location, diameters and other particulars had earlier been submitted to the Authority as part of the application for authorization to undertake Chainsaw Milling.

**Chainsaw:** Is any portable power saw or similar cutting device, rendered operative by an electric or internal combustion engine or similar means, that can be used for the felling of trees or the cutting of timber.

**Chainsaw Miller:** Refers to any person(s) engaged in Chainsaw Milling under a Chainsaw Milling Permit consistent with the forest governance requirement established by this regulation.

**Commercial Use Contract:** Means any commercial use agreement entered into by an Authorized Forest Community and any other natural or legal person in respect of use of forest products or forest resources, other than direct use for personal purposes or household infrastructures development. Commercial use includes trade or any other disposition of forest products, forest resources, or rights over such, for direct or indirect financial gains.

**Community Forest:** Is a forested or partially forested area traditionally owned or used by a community for socio-cultural, economic and development purposes.

**Community Forestry Management Agreement:** Is the written agreement issued by the Authority, and signed between an Authorized Forest Community and the Authority, that establishes the terms under which the community accesses, uses, manages, protects and benefits from forest resources in a sustainable manner, pertaining to a specified area of forest resources.

**Cooperative:** Is an enterprise or similarly situated entity that is jointly owned by its members, who share its benefits and responsibilities.

**Diameter at Breast Height (DBH):** Means the over-bark measurement of a standing tree at 1.3 meters above the floor in a relatively flat terrain or 1.3 meters on the uphill side of the standing tree on a sloping terrain.

**Eligible Forest Resource License:** means any Forest Resource License under which Chainsaw Permit may be granted.

**Eligible Person:** means any one of the persons named in Section 4 of this Regulation

**Forest Resource:** Is anything of practical, commercial, social, religious, spiritual, recreational, educational, and scientific, subsistence, or other potential use to humans that exists in the forest environment, including but not limited to flora, fauna and microorganisms.

**Forest Resource License:** Means any of licenses established by the Community Rights Law of 2009 (CRL) and the National Forestry Reform of 2006 (NFRL), including Forest Management Contract (FMC); Timber Sale Contract (TSC), Community Forest Management Agreement (CFMA), Forest Use Permit (FUP) and Private Use Permit (PUP).

**Holder:** Means a person who has obtained a Forest Resource License from the Authority or means an Authorized Forest Community which has concluded a Community Forest Management Agreement with the FDA.

**Person:** Means a human being or a legal entity.

**Private Land:** Refers to a land owned by private person(s) through a valid deed or title traceable to a public land sale by the Republic of Liberia.

**Proposed Protected Area(s):** Refers to area(s) that the Authority has identified as suitable for designation as a Protected Area under Chapter 4 of the National Forestry Reform Law of 2006.

**Public Land:** Refers to land that is neither Private Land nor owned by any other distinct person, but is owned by and/or held in trust by the Government for the people of Liberia.

**Stumpage Fees:** Are fees associated with the commercial harvesting of trees, including fees based on the species, class, type and number of trees harvested.

Other capitalized terms used in this Regulation have the meaning established in the National Forestry Reform Law of 2006, as amended, the Community Rights Law of 2009 with Respect to Forest lands (CRL) and applicable regulations.

## **Section 2: Purpose**

The purpose of this Regulation is to:

1. Establish a Chainsaw Milling permitting regime that is consistent with, within and under the ambit of TSC, CFMA, and PUP, and prohibiting same from being undertaken in areas or forest land suitable for or covered by FMCs and FUPs, and forest land designated as a Protected Area and Proposed Protected Area;
2. Provide for a well-defined regulatory framework to allow a transformation of informal Chainsaw Milling to a formal, legal, and responsible Chainsaw Milling in the forest sector of Liberia;
3. Ensure and assure the legality and effective traceability of timber supplied by Chainsaw Milling from forest by harnessing the Authority's Chain of Custody System;
4. Ensure that Chainsaw Milling is carried out by Liberian nationals, primarily through legally established Cooperatives or associations to maximize opportunities for local employment and value addition; and,
5. Establish a structured process by which Chainsaw Milling Permits are requested, granted and/or obtained prior to the commencement of any Chainsaw Milling operations by an Eligible Person on an eligible land.

## PART TWO: TIMBER RESOURCES AND PERSONS ELIGIBLE FOR CHAINSAW OPERATIONS

### **Section 3. Timber Resources Eligible for Chainsaw Milling Permit**

- (a) Subject to the provisions of Subsections (b), (c) and (d) of this Section, the issuance of a Chainsaw Milling Permit shall be based on all or some of the quantity of timber covered by a TSC, CFMA or PUP that the Holder of such Forest Resource License has decided to process using Chainsaw Milling. Application for Chainsaw Milling Permit shall therefore be assessed and evaluated based on the number of trees the Permit authorizes to be milled or processed, and not on the land area where the trees are located; the relevance of the land being only in terms of its suitability for Chainsaw Milling and whether the wood comes from an authorized legal source.
- (b) Timber harvested under a Chainsaw Milling Permit shall be used only on the domestic market, and are not eligible for export, except as provided in Section 17(c) .
- (c) A Chainsaw Milling Permit may be issued in respect of timber located on the following categories of land:
  - i. Government Land and Public Land: Any land suitable for TSC or which is already covered by a TSC pursuant to Section 5.4 of the NFRL;

- ii. Community Forest Land: Community Forest Land suitable for CFMA or already covered under a duly executed CFMA; and
  - iii. Private Land: A Private Land in respect of which a Private Use Permit (PUP) has been issued; provided that the application for the Chainsaw Permit shall be by or with the consent of the PUP holder/landowner.
- (d) Under no circumstance shall Chainsaw Milling Permit be issued for the milling of timber located on (i) FMC; (ii) FUP (iii) existing Protected Areas; and (iv) Proposed Protected Areas that are pending the Authority's conclusion of a feasibility study and necessary consultations for formal designation and categorization as a Protected Area under Section 9.10 of the NFRL.

#### **Section 4. Persons Eligible for Chainsaw Milling Permit**

- (a) No person other than the persons specified in Subsection (b) of this Section shall carry on Chainsaw Milling and/or be issued a Chainsaw Milling Permit in Liberia.
- (b) A Chainsaw Milling Permit may be issued only to one or more of the following persons:
  - i. A Holder of a duly granted TSC or PUP;
  - ii. A Liberian citizen who is not barred from commercial forest operations under Section 5.2 (b) of the NFRL;
  - iii. A group of Liberians, operating and/or carrying on business as a Cooperative or an association duly established and registered in keeping with Liberian law;
  - iv. A Community Forest Management Body (CFMB), acting on behalf of an Authorized Forest Community; and
  - v. A Cooperative, an association or a business entity that demonstrates 100% ownership by Liberians or in which Liberians are entitled to 100% of the net profit.

### **PART THREE: REQUIREMENTS FOR CHAINSAW MILLING**

#### **Section 5. Conditions Applicable to All Chainsaw Milling Permits**

- (a) No person shall undertake Chainsaw Milling unless in possession of a Chainsaw Milling Permit duly issued to him/her/it or his/her /its principal by the Authority in keeping with the provisions of this Regulation.

- (b) Chainsaw Milling shall always be done in situ, and transportation thereafter done in full compliance with the Specialized Chain of Custody System. Transporting any trees or logs for chainsaw milling in contravention of the foregoing requirement is forbidden.
- (c) A Chainsaw Milling Permit is not assignable, but may be granted or issued to a Holder of the underlying Forest Resource License or a third party who is an Eligible Person that has obtained the authorization and/or consent of the Holder. Where the Holder of the underlying Forest Resource License authorizes an Eligible Person to apply for a Chainsaw Milling Permit to carry on Chainsaw Milling in all or some portion of the areas covered by the Forest Resource License , the Holder and the authorized Eligible Person shall be jointly and severally responsible for (i) ensuring compliance with all legal requirements and (ii) compensating all persons damaged or injured by or in the course of carrying on the Chainsaw Milling operations.
- (d) Chainsaw Milling Permits shall be issued for a renewable period **of one (1) year to** harvest up to the maximum quantity of trees authorized by and under the FDA-approved Operations Plan for the underlying Forest Resource License; except that a Chainsaw Milling Permit may be issued for a greater volume on a greater percentage of the total area covered by a TSC.
- (e) Two or more Chainsaw Milling Permits may be issued simultaneously for trees under a single Eligible Forest Resource License or earmarked for clearing to undertake agriculture development, an infrastructure project or other concession; provided that no two Permits shall cover the same and exact earmarked trees within and Eligible Resource License.
- (f) All applicants for Chainsaw Milling Permit, irrespective of the type of the underlying Eligible Forest Resource License, shall satisfy the following conditions and other condition other conditions specified in the Regulation, before issuance of the Chainsaw Milling Permit and, where applicable, throughout the period the Chainsaw Milling Permit remains valid:
  - i. The Chainsaw Milling Permits shall only be granted as part of the issuance of an annual harvesting certificate and based on the annual operational plan. Where Chainsaw Milling Permits are issued as part of sustainable harvesting operations they will in addition be subject to the applicable forest management plan(s) which the Forest Resource License holder is required to develop.
  - ii. The applicant must prove that it has completed required pre-harvesting requirement for trees enumeration in keeping with the Chain of Custody System, and legal framework, and also that all other requirements linked to the underlying forest resource license have been met;

- iii. The applicant shall ensure compliance with the Chain of Custody System, including having completed a training in the nature, operation and requirements of the Chain of Custody System;
- iv. The applicant shall provide a written undertaking to maintain compliance with all applicable laws as well as the terms and conditions of the Chainsaw Milling Permit; and
- v. The applicant, if different from the Holder of the underlying Forest Resource License, shall accept and undertake to be primarily responsible for compensating third parties for injuries caused in connection with Chainsaw Milling operations undertaken under the Permit.

#### PART FOUR: CHAINSAW MILLING PERMIT UNDER TSC

##### **Section 6. Principles for Chainsaw Milling Permit under TSC**

- (a) A Chainsaw Milling Permit can be issued to harvest trees from areas covered under a TSC where the holder of that TSC, or a Chainsaw Miller having the authorization or consent of the TSC holder, demonstrates to the satisfaction of the Authority that he/she/it has the capacity to engaged in Chainsaw Milling as outline herein and other related forest laws.
- (b) Further to Subsection (a) of this Section, a Chainsaw Milling Permit is NOT a Forest Resource License, but merely an authorization to engage in Chainsaw Milling. Any person seeking a Chainsaw Milling Permit must (i) do so based on the annual operational plan submitted by or with the permission of the Holder of the underlying TSC; (ii) submit to the Authority a formal application for a Chainsaw Milling Permit to harvest all or some of the timber covered by the TSC; and (iii) meet the eligibility requirements established by **Section 4** of this Regulation.
- (c) The procedures and requirements for obtaining a TSC and the obligations and rights of the TSC holder, as established by the NFRL and its implementing regulations, remain applicable and are not affected by whether or not timber from the TSC areas are scheduled for Chainsaw Milling operations.
- (d) Consistent with the provision of Section 5.4 (b)(iv) of the NFRL, which provides that a Timber Sale Contract may ONLY be awarded over a land area of up to 5,000 hectares, no Chainsaw Milling Permit for a TSC shall cover trees located on land exceeding 5,000 hectares.

##### **Section 7. Conditions for Issuance of Chainsaw Milling Permit under TSC**

A Chainsaw Milling Permit may be issued in respect of trees located on a forested land covered by a duly executed and valid TSC in line with applicable laws, regulations, guidelines and Codes.

An application for a Chainsaw Milling Permit under a TSC shall be made as part of the request for the annual harvesting certificate and shall include:

**I. where the applicant is not the TSC holder:**

- (i) **Written agreement between the Chainsaw Miller and the TSC Holder**, allowing the named Chainsaw Miller or Eligible person to apply for and the Chainsaw Milling permit in respect of trees on the subject TSC;
- (ii) **An addendum to the annual operations plan**, clearly enumerating the trees to be harvested and processed by the Chainsaw Miller, identifying the relevant TSC areas where the harvesting is to take place, and showing whether these areas meet the thresholds set out by the National Forest Definition;
- (iii) **An addendum to the social agreement signed by the TSC holder, CFDC and the Chainsaw Miller, wherein and whereby** the Chainsaw Miller agrees to the Code of Conduct stipulated in the Social Agreement and which clearly enumerates the responsibilities and payments of the TSC Holder that shall be honored by the Chainsaw Miller;
- (iv) **A written undertaking by the Applicant/Chainsaw Miller along with an appropriate operational procedure** developed by the said Applicant/Chainsaw Miller to avoid encroachment with contract areas of other Holder(s) and ensure traceability of all trees harvested or to be harvested under the Chainsaw Milling Permit; and
- (v) A written undertaking by the Applicant/Chainsaw Miller for the payment of the stumpage fees required by law for trees subject to the Chainsaw Milling Permit; and

**II. Where the applicant is the TSC holder:**

- (i) **an addendum to the annual operations plan**, clearly enumerating the trees to be harvested and processed by the Chainsaw Miller, identifying the relevant TSC areas where the harvesting is to take place, and showing that these areas meet the thresholds set out by the National Forest Definition.



- (ii) **a written undertaking by the Applicant/Chainsaw Miller along with an appropriate operational procedure** developed by the said Applicant/Chainsaw Miller to avoid encroachment with contract areas of other Holder(s) and ensure traceability of all trees harvested or to be harvested under the Chainsaw Milling Permit; and

## PART FIVE: CHAINSAW MILLING PERMIT IN COMMUNITY FORESTS

### **Section 8. Principles for Chainsaw Milling Permit under CFMAs**

- (a) A Chainsaw Milling Permits may be issued in respect of trees located on a forested land covered by a CFMA and managed by an Authorized Forest Community once the Authorized Forest Community has met all requirements under Section 10.1 of the implementing regulation of the CRL, as amended.
- (b) No more than three (3) Chainsaw Milling Permits can be granted within the same year and under the same approved Annual Operations Plan to harvest and mill timber from community forestlands subject to a CFMA.
- (c) The Authority shall not award a Chainsaw Milling Permit for trees located in more than one CFMA area. A Chainsaw Milling Permit shall be for (and cover) only trees located in one specified CFMA area and for which the authorized forest community and a Chainsaw Miller duly granted a Chainsaw Milling Permit for Chainsaw Milling in the subject CFMA area shall be jointly and severally responsible for all issues of legal compliance and compensations for injuries caused in operating the permit.

### **Section 9. Conditions for Issuance of Chainsaw Milling Permit under CFMA**

- (a) Where the authorized forest community seeks authorization to directly undertake Chainsaw Milling through its CFMB or similar body, the following conditions shall apply:
  - 1. the CFMB of that Authorized Forest Community shall deliver to the Authority a formal application supported by the following information and documents:
    - i. **A copy of the CFMA** signed by the CFMB and the Authority;
    - ii. **The list of members** of each of (i) the CFMB and (ii) the Community Assembly, together with the governing bylaws and constitution;
    - iii. **A copy of the Community Forest Management Plan** that includes the envisaged commercial harvesting of timber, which has been duly approved

and signed by members of the Executive Committee, the Community Assembly and the Authority; and

- iv. **An annual operations plan**, clearly enumerating the trees to be harvested and processed by the Chainsaw Miller, identifying relevant community forest areas where the trees are to be harvested and showing whether these areas meet the thresholds set out by the national Forest Definition.
2. Upon receipt of the documents specified in subsection (b) of this Section and confirmation that the Authorized Forest Community has met all requirements established by Section 10.1 of the implementing regulations of the CRL, as amended, the Authority shall issue a Chainsaw Milling permit to the CFMB of the Authorized Forest Community to engage in Chainsaw Milling, as described in the Community Forest management Plan and annual operational plan. The Chainsaw Milling Permit issued to a CFMB on behalf of an Authorized Forest Community shall specify the effective date, expiration date and renewability of the permit, but in no case shall the validity period of any such Chainsaw Milling permit be more than one (1) year.
- (b) Where the Authorized Forest Community seeks to authorize a third party Eligible Person to carry on Chainsaw Milling Operations in its forest area, the following rules shall apply:
1. Only cooperatives or associations wholly owned/formed by Liberians and meeting the requirements of **Section 4** of this Regulations shall be eligible to apply for a Chainsaw Milling Permit to undertake Chainsaw Milling in a community forest.
  2. An eligible cooperative or association desiring to apply for a Chainsaw Milling permit to undertake Chainsaw Milling operations in a community forest shall first enter into a small-scale Commercial Use Contract with the Authorized Forest Community through its CFMB. This small scale commercial use contract shall include a code of conduct and a clear statement of responsibilities of the Chainsaw Miller along with an enumeration of payments that the said Chainsaw Miller shall make to the Authorized Forest Community.
  3. Based on the small-scale Commercial Use Contract, the cooperative or association of Liberian may apply for a Chainsaw Milling Permit as part of the relevant CFMB's request for an annual harvesting certificate. This application shall contain:
    - (i) A copy of the small-scale Commercial Use Contract, allowing the named Chainsaw Miller or eligible person to apply for and execute chainsaw operations in the community forest;
    - (ii) An addendum to the community forest management plan, identifying the areas earmarked for chainsaw milling operations and showing that these areas meet the thresholds set out by the National Forest Definition;

- (iii) an annual operations plan, clearly enumerating the trees to be harvested and processed by the Chainsaw Miller or Eligible cooperative or association;
- (iv) **a written undertaking by the Applicant/Chainsaw Miller along with an appropriate operational procedure** developed by the said Applicant/Chainsaw Miller to avoid encroachment with contract areas of other Holder(s) and ensure traceability of all trees harvested or to be harvested under the Chainsaw Milling Permit; and
- (v) A written undertaking by the Applicant/Chainsaw Miller for the payment of the stumpage fees required by law for trees subject to the Chainsaw Milling Permit.

## PART FIVE: CHAINSAW MILLING PERMIT ON PRIVATE LANDS

### **Section 10. Principles for Chainsaw Milling Permit under PUP**

- (a) A Chainsaw Milling Permit can be issued to harvest trees from areas covered under a PUP where the holder of that PUP, or a Chainsaw Miller having the permission of the PUP holder, demonstrates to the satisfaction of the Authority that the timber to be harvested is located in forested areas suitable for Chainsaw Milling.
- (b) The procedures and requirements established by the NFRL for obtaining a PUP remain applicable and are not affected by whether or not timber from the PUP areas are scheduled for Chainsaw Milling Operations.
- (c) No more than three (3) Chainsaw Milling Permit can be granted to harvest and mill timber from forestlands subject to a PUP.
- (d) The Authority shall not award a Chainsaw Milling Permit for trees located in more than one PUP area. A Chainsaw Milling Permit shall be for (and cover) only trees located in one specified PUP area and for which the PUP holder shall be responsible in addition to any authorized Chainsaw Miller for all issues of legal compliance and compensations for injuries caused in operating the permit.

### **Section 11. Conditions for Issuance of Chainsaw Milling Permit under a PUP**

A Chainsaw Milling Permit may be issued in respect of trees located on a forested land covered

by a PUP only upon satisfaction of the following:

- a. Prior to the application for a Chainsaw Milling Permit, the Holder of the underlying PUP has met all the necessary requirements to apply for and/or be issued an annual harvesting certificate consistent with applicable laws, regulations, guidelines and Codes.
- b. Where the applicant for a Chainsaw Milling Permit seeks to undertake Chainsaw Milling operations on a land covered by a PUP, the application shall be supported by the following documents and/or information:
  - (i) written authorization of the PUP holder, allowing the named Chainsaw Miller to apply for Chainsaw Milling permit in order to undertake Chainsaw Milling Operations on the area covered by the PUP;
  - (ii) a report of the enumeration of trees to be harvested and processed by the Chainsaw Miller, identifying relevant PUP areas where the trees are to be harvested from and showing whether these areas meet the thresholds set out by the national Forest Definition.
  - (iii) a written undertaking along with an appropriate operational procedure to avoid encroachment with contract areas of other Holder(s) and ensure traceability of all trees harvested or to be harvested under the Chainsaw Milling Permit; and
  - (iv) An undertaking of the Chainsaw Miller for the payment of the stumpage fees required to be paid for trees harvested.
- c. Where the application for a Chainsaw Milling permit to undertake Chainsaw Milling operations on area covered by a PUP is by the Holder of the subject PUP, the application shall be supported by the following documents and/or information:
  - (iii) a report of the enumeration of the trees to be harvested and processed by the Chainsaw Miller, identifying relevant PUP areas where the trees are to be harvested from and showing whether these areas meet the thresholds set out by the national Forest Definition.
  - (iv) a written undertaking along with an appropriate operational procedure to avoid encroachment with contract areas of other Holder(s) and ensure traceability of all trees harvested or to be harvested under the Chainsaw Milling Permit; and

#### PART FOUR: CHAIN OF CUSTODY

## **Section 12. Chain of Custody System Applicable to Chainsaw Milling**

- (a) All timber harvested under a Chainsaw Milling Permit and the Holders thereof, shall comply with a Specialized Chain of Custody System mandated by Section 13.5 of the NFRL and existing procedures for enrolling of timber in the Chain of Custody System currently implemented by the Authority except the barcoding of tree with tag in TSC and PUP.
- (c) Effective upon the publication of this Regulation, every timber harvested for commercial use under a Chainsaw Milling Permit that is not enrolled in Specialized Chain of Custody System shall be illegal without any exception or explanation.

## **PART FIVE: CODE OF HARVESTING PRACTICES**

### **Section 13. Requirement of Sustainable Forest Management**

- (a) Where Chainsaw Milling Permits are allocated in areas which meet the thresholds set out by the National Forest Definition, these operations will be subject to all requirements from the NFRL, CRL and their implementing regulations, the Code of Forest Harvesting Practices and Forest Management Guidelines as applicable to the underlying resource license.

### **Section 14. Applicable Harvesting Practices for Chainsaw Milling Permits in degraded forests**

- (a) Where Chainsaw Milling permits are given to harvest and mill timber in areas that do not meet the thresholds set out by the National Forest Definition, the requirements for sustainable forest management are generally not fully applicable to Chainsaw Milling Operations by virtue of their nature and the quality of forest land over which they are conducted. Nevertheless, Chainsaw Permit Holders undertaking chainsaw milling in such areas shall be obliged to comply with the following harvesting practices:
  - 1. Preparation of an addendum to the Annual Operations Plan clearly enumerating the trees to be harvested and processed by the Chainsaw Miller, and confirming that the areas identified for Chainsaw Milling do not meet the thresholds set out by the National Forest Definition.
  - 2. Compliance with the requirements for
    - i. Use of hazardous chemicals
    - ii. Waste management
    - iii. Construction and maintenance of mobile camps

- iv. Health and safety, including procuring of protective clothing and safety equipment
  - v. Social requirements
3. Environmental law requirements, including the prohibition:
- i. of logging in protection areas (soil protection areas, riparian buffer protection areas, ecosystem protection areas, water supply protection areas, plant and animal protection areas, protected area buffer areas, local use areas)
  - ii. to possess and/ or transport firearms, bush meat and/ or hunters in company vehicles, even outside the commercial forest area;
  - iii. to hunt outside of any designated hunting area within the commercial forest area;
  - iv. to hunt protected animals;
  - v. to use traps;
  - vi. to engage in trade of bush meat
4. Observation of directional felling, and minimum diameters rules

### **Section 15. Improving Chainsaw Milling Productivity Rate**

- (a) The Authority shall, within two years of the publication of this Regulation, cooperate with the Environmental Protection Agency (EPA) of Liberia and other stakeholders, including communities and chainsaw operators to undertake comparative studies of available and emerging technologies aimed at reducing waste from chainsaw operations and improving their positive impact and social contributions overall.
- (b) In addition to the integrated training required under this Regulation, the Authority shall work with stakeholders to provide continuing training in chainsaw operations processes, marketing and technology in order to improve the productivity of Chainsaw Operations generally and the financial returns of individual Chainsaw Operators.

## **PART SIX: USE OF TIMBER HARVESTED UNDER CHAINSAW MILLING PERMIT**

### **Section 16. Multiple uses of Chainsaw Timber**

- (a) Timber produced from Chainsaw Milling under a Chainsaw Permit may be used for commercial, personal, communal, charitable or public purposes, subject to the market restrictions established in Section 17 of this Regulation.

### **Section 17. Market for Chainsaw Timber**

- (a) All timber duly produced from Chainsaw Milling under a Chainsaw Milling Permit for TSC, CFMA , infrastructure project or a mining or related concession, are to be marketed, distributed and sold only on the Liberian domestic market.
- (b) Following two (2) years of implementing this Regulation, the Authority shall, in consultation with stakeholders including Chainsaw Operators, undertake a review of Chainsaw Milling in Liberia to determine its compliance with requirement of law and overall quality and productivity.
- (d) The Authority may allowed the export of chainsaw milled timber if the aforementioned review of Chainsaw Operations finds compliance with law including effective enrollment in the Authority’s Specialized Chain of Custody System after two (2) years.

## **PART SEVEN: FISCAL PROVISIONS**

### **Section 18. Payment of Stumpage fees**

- (a) Every Chainsaw Permit Holder is obliged to pay, and shall promptly pay when due, stumpage fees required for all trees to be harvested under the Chainsaw Milling Permit.

### **Section 19. Payment of Social Contributions**

- (a) Chainsaw Permit holders under TSC and PUP are required to sign an addendum to the social agreement earlier agreed between the holder of the underlying Forest Resource License and the relevant affected communities, due regards being had to the quantity of timber authorized to be harvested and the expected or actual duration of the harvesting,

### **Section 20. Payment of Land Rental Fees**

- (a) Where Chainsaw Milling has been permitted under a TSC, the TSC holder, who holds management responsibility, remains responsible for the payment of area-based land rental fees as prescribed under Regulation 107-07. However, the TSC holder and the Chainsaw Miller can agree for these land rental fees to be fully or partially paid by the Chainsaw Miller as part of the agreement between the TSC holder and the Chainsaw Miller. In such case, the TSC holder will only be held liable for the payment of these fees in the absence of full and timely payments by the Chainsaw Miller.

- (b) Where Chainsaw Milling has been permitted by way of a small scale commercial use contract concluded by an Authorized Forest Community holding a Community Forest Management Agreement with the FDA, the Chainsaw Miller shall pay 55% of the area-based land rental fees to the community and 45% to the Government as provided in Section 11.3 of the Regulation to the Community Rights Law, as amended.
- (c) Where Chainsaw Milling has been permitted under a PUP, no area-based land rental fees are applicable.
- (d) The Chainsaw Miller shall be responsible for the payment of the annual coupe inspection fees as provided for under regulation 107-07 for the area and coupes covered under their Chainsaw Milling Permit.

**Section 21. Payment of other Fees and Taxes**

- (a) The Chainsaw Miller shall be responsible for the payment of all other applicable fees and taxes for timber harvested and/or commercialized based on his/her/its Chainsaw Milling Permit.
- (b) The Chainsaw Miller shall be also responsible for the payment of any other fees and taxes of general application covering or related to their business.

**PART EIGHT: MONITORING**

**Section 22. Shared Monitoring of Compliance**

- (a) The Authority shall consult and cooperate with communities, individual and groups of Chainsaw Millers and other stakeholders to monitor due compliance and enforcement of the provisions of this Regulation, including avoiding unauthorized Chainsaw operations, encroachment on other lands or contract areas, and fronting for persons not eligible to hold Chainsaw Milling Permit.
- (b) The Authority shall establish and maintain a continuing engagement with Chainsaw Millers individually and through any national association of chainsaw millers with the aim of supporting them and also encouraging their meaningful participation in the monitoring effective enforcement and compliance with tis Regulation. Chainsaw Miller shall be expected to report any unauthorized Chainsaw Milling Operations by either a licensed or unlicensed person.

**Section 23. Documentation of Business Ownership; Membership of Cooperatives and Associations**



- (a) Every Chainsaw Operator who seeks, obtains or operates a Chainsaw Milling Permit shall keep accurate records demonstrating that the Chainsaw Operations are being carried on solely by him and for his sole benefits. Each Chainsaw Operator shall be obliged to promptly present some or all of the aforementioned documentation when requested by the Authority upon reasonable notice.
- (b) Every Association or Cooperative shall be established by a written instrument naming its original members and how other members may join, and shall keep a register of all its members and officers along with minutes of their meetings and records of their share in the expenses, losses and profit of their shared undertaking. Each Association or Cooperative shall be obliged to promptly present some or all of the aforementioned documentation when requested by the Authority upon reasonable notice.
- (c) Knowing misrepresentation of ownership facts shall constitute a serious violation of this Regulation which shall constitute sufficient reason for termination of the Chainsaw Permit and the underlying Timber Sale Contract consistent with Section 6.1(g) of the NFRL and other applicable Liberian laws.

#### **Section 24: Transparency and Information Sharing**

In order to assure transparency and facilitate enforcement and compliance with the Regulation, the Authority shall regularly publish, at least quarterly, (i) all Chainsaw Milling Permits issued, specifying the persons to whom issued along with the location and quantity of timber covered by the permit and (ii) such other information as are required to be disclosed to the Authority under this Regulation.

### **PART NINE: TERMINATION AND PENALTIES**

#### **Section 25. Termination of Chainsaw Milling Permit by FDA**

The FDA may terminate any Chainsaw Milling Permit with immediate effect for any of the reasons stated in Section 6.1 and 18.14 of the NFRL or for violation of any provision of this Regulation.

#### **Section 26. Specified Penalties**

The penalties established and provided for violations of the NFRL and applicable forest laws and Regulations shall apply for violations of this Regulations.

#### **Section 27. Other Sanctions**

Any member of an affected community, the holder of the underlying Forest Resource License, and local authorities can alert the FDA of Chainsaw Milling conducted or being carried out in violation of the laws, this regulation or the conditions included in the Chainsaw Milling Permit.

Where information or tips received from an affected community, a holder of a forest resource license or any private person leads to the apprehension or conviction of person violating forestry laws, this and other implementing regulations or the conditions of the chainsaw milling permit, those who alerted the FDA will be given at most 50% of the proceeds of the sale of any seized illegal timber.

In addition to penalties for violations, The FDA shall seize any timber harvested and milled as part of the violation and in execution of Section 20.10 (g) of the NFRL.

## **PART TEN: REPEALS, AMENDMENT AND EFFECTIVE DATE**

### **Section 28. Repeals**

This Regulation repeals FDA REGULATIONS 115-11.

### **Section 29. Review and Modification**

This Regulation may be reviewed and amended from time to time as warranted by circumstances/development and at a time whereby the Authority deems it necessary, provided that every amendment shall be adopted in consultation with relevant stakeholders.

### **Section 30. Effective Date**

This regulation shall become effective following public consultations and vetting as required by law and due approval by the Board of Directors of the FDA, and then publication of its approved and signed version.

SIGNED:

Honorable C. Mike Doyen  
**Managing Director**  
Forestry Development Authority