

NO. 34 OF 2016

FOREST CONSERVATION AND MANAGEMENT ACT

SUBSIDIARY LEGISLATION

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VESTING OF ASSETS AND TRANSFER OF LIABILITIES

[L.N. 151/2008.]

(a) All the property that was immediately before the commencement of the Act vested in the Government for the use of the Forestry Department shall vest in the Kenya Forest Service; and

(b) all contracts, debts, obligations and liabilities of the Government attributable to the Forest Department immediately before the commencement of the Act shall remain vested in the Government and may be enforced by or against the Government.

FORESTS (PARTICIPATION IN SUSTAINABLE
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**FORESTS (PARTICIPATION IN SUSTAINABLE
FOREST MANAGEMENT) RULES, 2009**

[L.N. 165/2009, L. N. 63/2017.]

PART I – PRELIMINARY

1. Citation

These Rules may be cited as the Forests (Participation in Sustainable Forest Management) Rules, 2009.

2. Application

These Rules—

- (a) shall apply to the participation of the private sector and forest communities in the sustainable management of state forests;
- (b) may, with the necessary modifications, be applied by a local authority, with the consent of the Minister responsible for local authorities, to the participation of the private sector and forest communities in the management of local authority forests; and
- (c) shall apply to the authorisations issued by the Service in the management of provisional forests declared as such under section 26 of the Act.

3. Interpretation

In these Rules, unless the context otherwise requires—

“**authorisation**” includes a permit, timber-licence, special-use licence, contract, joint management agreement, concession, community forest management agreement and cultivation-permit;

“**community forest management plan**” means a plan prepared by a forest association in partnership with the Service to govern implementation of a community forest management agreement;

“**concession management plan**” means a site-specific management plan prepared by an applicant or holder for a concession;

“**contract management plan**” means a site-specific management plan prepared by an applicant or holder for a contract;

“**cultivation-permit**” means an authorisation issued under rule 53;

“**forest general guidelines**” means administrative guidelines issued from time to time by the Service for effective carrying out of the functions of the Service;

“**joint management agreement**” means an agreement under rule 26;

“**joint management plan**” means a site-specific management plan prepared by an applicant or holder in partnership with the Service to govern implementation of a joint management agreement;

“**licence management plan**” means a site-specific management plan prepared by an applicant for a licence;

“**site-specific management plan**” includes a concession management plan, contract management plan, joint management plan, or licence management plan prepared pursuant to section 37(3) of the Act and a community forest management plan prepared pursuant to section 46 of the Act.

4. Objective and purpose of the Rules

The objective and purpose of these Rules is to provide for the circumstances under which authorisations may be applied for, granted, varied, cancelled or declined and the manner in

which a person granted such authorisation may exercise a right or privilege conferred by the authorisation.

5. Management plan

(1) The Service shall prepare or adopt a management plan covering a period of at least five years in respect of every state forest.

(2) A person who wishes to make an application to the Service for an authorisation under these rules shall prepare a site-specific forest management plan in accordance with guidelines prescribed by the Service.

(3) The Service shall evaluate the site-specific forest management plan submitted under paragraph (2) based on social, economic, environmental and sustainability factors and shall, with or without modification, review and approve the application.

(4) A person authorised under these rules to undertake activities for more than one year shall prepare an operations plan for every year, on which all operations shall be based, and activities shall not commence unless such operations plan has been approved by the Service.

(5) The Service shall evaluate the operations plan prepared under paragraph (4) to ensure that it conforms to the site-specific management plan and to sustainable forest use.

(6) The Service shall not issue an authorization without a site-specific plan in place, except for forest management agreements and permits for minor activities not significantly and irreversibly affecting forest resources.

PART II – PRIVATE SECTOR PARTICIPATION

6. Service to invite private sector

The Service may, whenever circumstances make it necessary or appropriate to do so, invite the private sector to participate in the sustainable management of state forests.

7. Types of agreements for private sector

(1) The Service may issue authorisations for forestry activities for purposes of rule 6 in the form of—

- (a) a permit, which may be issued to a person to undertake a specified forestry-related activity or service;
- (b) a timber-licence, which may be issued to a person by the Service for timber harvesting in a specified forest area;
- (c) a special-use licence, which may be issued to a person to undertake an activity whose primary purpose is to yield public benefit in transportation, communication, energy, research or education;
- (d) a contract, which is entered into with a third party for performance of the activities specified in rule 22(2) on behalf of the Service in a forest area for a specified fee;
- (e) a joint management agreement, which is an agreement where the Service agrees to enter into partnership with other persons for the joint management of a specified plantation or indigenous forest area, specifying the contribution, rights and obligations of each party and setting out the methods of sharing the costs and benefits accruing from the forest so managed; and
- (f) a concession agreement, which is a long term agreement that may be issued by the Service for the management of a specified forest area at a price determined after forest valuation and bidding under these rules.

(2) No authorisation shall be issued in respect of a forest for which there is a pre-existing authorisation, except on terms mutually agreed upon by all the parties involved.

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8. Eligibility of applicant

(1) A person shall not be eligible to apply for an authorisation under these rules unless that person—

- (a) possesses the necessary legal capacity to enter into binding agreements, and has the technical and financial capacity to undertake the forestry activities for which the authorization is sought; and
- (b) in the case of a foreign investor, has complied with all the laws for the time being in force relating to investment by foreigners.

(2) In the case of timber-licences, contracts and concessions—

- (a) legal capacity includes the competence to enter into contracts which for business entities shall be demonstrated through proof of registration;
- (b) technical capacity includes the competence to undertake forestry activities, as demonstrated by employment of technical staff, access to equipment, satisfactory past performance and a record of good compliance with the laws and standards; and
- (c) financial capacity includes solvency and ability to conform to good business practices as demonstrated by the applicant's financial statements for the past three years, where applicable, and tax compliance certificates.

Permits

9. Permits for utilization of forest goods and services

(1) A person who wishes to utilize forest goods or services other than in exercise of a customary right shall make an application to the Service for a permit in the prescribed form.

(2) The Service shall evaluate the application, and may grant the permit if satisfied that the proposed utilization is sustainable.

(3) A permit issued under these Rules shall be in Form 1 set out in the Schedule.

10. Variation or cancellation of permit

(1) The Service may vary or cancel a permit—

- (a) on the request of the permit-holder; or
- (b) on its own, after giving fourteen days notice to the permit-holder thereof with reasons for such variation or cancellation in writing.

(2) The Service may cancel the permit with immediate effect and without notice where the permit-holder breaches any of the conditions attached to it.

Timber Licences

11. Determination of areas to be offered

(1) The Service shall in every year determine the areas of State forest suitable for private sector harvesting under timber licenses.

(2) The Service shall only issue a timber license for a plantation area identified in the management plan as suitable for commercial harvesting.

12. Content and duration of timber licence

(1) A timber licence issued under these Rules shall be in Form 2 set out in the Schedule.

(2) A timber licence shall be valid for one year from the date of issue or such other period and on such terms as service may, with the approval of the Cabinet Secretary, determine.

13. Pre-qualification procedure

(1) The Service shall, once every year, pre-qualify suitable persons for the harvesting of timber in state forests following the procedure set out in this rule.

(2) The Service shall invite applications for pre-qualification by placing a notice—

- (a) at a conspicuous place at the Service Headquarters;

- (b) in two newspapers of national circulation; and
- (c) on the website of the Service, or equivalent electronic means available to the public,

detailing where a person can obtain an application form for pre-qualification, where the completed application form may be submitted, and when submission is due.

(3) An application under paragraph (2) shall be made to the Service and shall—

- (a) specify the name of the applicant, and where the applicant is a business entity, or a forest association, shall be accompanied by the appropriate registration documents;
- (b) present a statement of the applicant's technical and financial capacity to harvest timber; and
- (c) specify the area where they would be interested in conducting harvests.

(4) The Service may forward applications to the appropriate forest conservation committee for evaluation and recommendations.

14. Consideration of applications

(1) The Service shall consider the recommendations of the forest conservation committee and select an applicant qualified to harvest timber based on technical and financial capacity.

(2) The Service shall issue a pre-qualification certificate to a person pre-qualified under paragraph (1) subject to such terms and conditions as the Service may determine.

(3) Where the Service rejects an application for a pre-qualification certificate, the Service shall within seven days of the decision notify the applicant in writing.

(4) Unless earlier revoked, a certificate of pre-qualification shall be valid for a period of two years from the date of issue.

15. Offering and advertisement

(1) The Service shall, before advertising for bids on a timber licence and in compliance with the existing management plan, prepare a draft timber licence and a prospectus containing—

- (a) information on the identity and description of the forest area, specifying the boundaries on maps;
- (b) an inventory and valuation of the forest resources;
- (c) the specific activities to be undertaken in the area;
- (d) a reserve price for the timber licence; and
- (e) a performance bond reasonably reflecting the commercial value of the timber licence.

(2) The Service shall in writing invite interested pre-qualified bidders to submit bids for the timber licence and shall publish a notice of the bidding process, at the Service Headquarters, and at the forest stations responsible for the area.

(3) The Service shall make available to an interested pre-qualified bidder, a copy of the notice prepared under paragraph (1).

(4) A pre-qualified bidder may, after notifying the Service, visit the forest area that is subject of the announced bidding.

16. Bidding procedure

(1) A pre-qualified person wishing to bid for a timber licence shall purchase the bid documents and submit a bidding package to the Service, consisting of—

- (a) a bid of a fixed payment in a sealed envelope;
- (b) a proposed licence management plan; and

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- (c) a bidder's bond equivalent to two percent of the reserve price, which the bidder shall forfeit in case the Service awards the timber licence to the bidder and the bidder decides not to accept it.

(2) The Service shall, before opening the sealed bids, review the proposed license management plan and inform the bidder of any modifications that may be necessary, at which a bidder may withdraw without forfeiture of the bidder's bond under paragraph (1).

(3) The Service shall open the sealed bids and read them out in a meeting to which all bidders are invited and the public allowed to attend.

17. Selection of a bidder

(1) The highest bidder above the reserve price shall be awarded the timber license and in case of a tie, the Service shall conduct another round of bidding involving the parties who tied.

(2) If the highest bidder declines the timber-license, it shall be awarded to the next highest bidder above the reserve price.

(3) The Service shall return all bonds and declare no award if there is no bidder above the reserve price.

(4) The Service shall inform any unsuccessful bidder of the results within a period of seven days from the time the bidding is completed.

18. Award of timber licence

(1) The Service shall award the timber license to the successful bidder.

(2) A licensee shall, before commencing any harvesting operations post the performance bond specified under rule 15, to cover any damage which might be incurred.

(3) The Service may, at the request of the licensee, divide the harvest area into units and divide the bid price among the units.

(4) A licensee shall, before commencing harvest in a particular unit, pay the Service the bid price assigned to such unit.

19. Monitoring and evaluation of licensee

The Service shall periodically monitor the operations of the licensee.

20. Non-transferability

A timber licence shall not be transferable.

Special-Use Licence

21. Content and procedure in grant of special-use licence

(1) A person who wishes to undertake an activity inside a state forest whose primary purpose is to benefit the public in transportation, communication, energy, water supply, research and education or such other purpose as the Service may approve, may apply to the Service in writing for a special-use licence.

(2) The Service shall evaluate an application received under paragraph (1) and may, after completion of any environmental impact assessment required under the law, issue a special-use licence if satisfied that the proposed activity is in the public interest.

(3) A special-use licence shall be in Form 3 set out in the Schedule.

(4) The Service may vary, suspend or cancel a special-use licence—

- (a) on the request of the holder upon completion of the activity, or for any other cause; or
- (b) on its own after giving fourteen days notice to the holder with reasons for such variation, suspension or cancellation:

Provided that the Service may cancel the special-use licence with immediate effect where the holder breaches any of the conditions attached to the licence.

*Contracts***22. Procedure in the grant of contracts**

(1) The Service may, whenever it deems it appropriate to do so, enter into a contract with a suitably qualified person for the performance of a specified activity on its behalf within a State forest which is under its control.

(2) The activities referred to in paragraph (1) shall be those set out in the management plan, and shall include—

- (a) raising of seedlings;
- (b) tree planting;
- (c) silviculture;
- (d) forest management and protection;
- (e) preparation and review of management plans;
- (f) resource assessment and valuation;
- (g) road construction;
- (h) construction of buildings;
- (i) general improvement of infrastructure;
- (j) logging; and
- (k) other similar activities within the responsibility of the Service.

(3) The Service shall consider an offer made under this rule, and subject to the procurement law where appropriate, accept the lowest offer for the performance of a specified activity.

(4) The Service shall prepare a contract management plan containing details of the contract period, specific activities to be undertaken, the output expected, the expected standard of performance and such other matters as the Service may deem necessary.

(5) A contract that involves logging shall not grant the contract holder title to the felled timber for off-site use or disposal.

*Joint Management Agreements***23. Main features**

(1) The Service may enter into a joint management agreement in the management of state forests.

(2) The primary purpose of a joint management agreement is to conserve the forest and allow non-consumptive uses. However, an agreement may also allow limited consumptive use of forest resources if sustainable.

(3) A joint management agreement—

- (a) shall be between the Service and a professional association, an educational institution, a research institution, a co-operative society, a forest association, a government agency, or a non-governmental organisation;
- (b) may apply to state plantation or indigenous forests; and
- (c) shall be non-transferable.

24. Procedure in the grant of a joint management agreement

(1) The Service shall, before entering into a joint management agreement—

- (a) identify, delineate and describe the forest area for possible joint management;
- (b) conduct an inventory and valuation of the forest resources therein to support the preparation of the joint management plan; and
- (c) invite applications from interested persons by placing a notice on the availability of the area for joint management—
 - (i) in two newspapers of local circulation near the forest area;

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- (ii) at the Service Headquarters;
- (iii) at the forest station where the forest is located; and
- (iv) in such other place as may be suitable to bring the notice to the attention of the local community.

(2) A person interested in forest management shall submit an application to the Service through the forest conservation committee responsible for that area within three months from the date of the notice.

(3) An application under paragraph (2) shall be accompanied by—

- (i) a statement of the applicant's technical and financial capability; and
- (ii) a proposed joint management plan prepared in accordance with the guidelines set by the Service.

25. Evaluation of the application

(1) The forest conservation committee shall evaluate an application and submit its comments and recommendations on the qualifications of the applicant to the Service within a period of one month from the date of expiry of the period specified under paragraph (2).

(2) The Service shall evaluate an applicant on the basis of technical and financial capacity, and invite a qualified applicant to present a proposal for the management of the forest at a public hearing held by the Service.

(3) The Service shall, after the evaluation and hearing under paragraph (2), select the most suitable applicant or, if pooling applications would lead to a stronger proposal, the most suitable coalition of applicants.

(4) The Service shall facilitate the formation of a joint management team composed of representatives from the Service and from the selected joint managers to negotiate the creation of a joint management agreement and oversee its implementation.

(5) The Service shall sign the agreement with the selected joint managers after successful negotiation under paragraph (4).

(6) The Service shall in writing inform all unsuccessful applicants within fourteen days from the date of the conclusion of the process under this rule.

26. Joint management agreement

(1) A joint management agreement shall be in Form 4 set out in the Schedule.

(2) A joint management agreement shall be valid for ten years, and shall not be renewable for more than two terms.

Concession Agreements

27. Determination of areas to be offered

(1) The Service shall from time to time determine the areas of state forest suitable for management under concessions.

(2) The Service shall issue concessions for areas identified as suitable for long-term private-sector management in the relevant management plans of the Service.

28. Content of concession agreement and duration

(1) The Service shall prepare a model concession agreement which shall specify—

- (a) the name of the concession holder;
- (b) the land involved and the activities to be carried out under the concession;
- (c) the duration of the concession;
- (d) the charges payable to the Service including any fees in addition to the annual fees set by bidding, which shall be reviewed every year;
- (e) a requirement to comply with applicable environmental standards, including forest general guidelines and laws relating to environmental impact assessment;

- (f) the mechanism for settlement of disputes arising with respect to the concession;
- (g) monitoring and evaluation procedures;
- (h) the obligations of the concession holder by way of social responsibility to ensure equity for the local community; and
- (i) any other terms and conditions applicable to the concession.

(2) The maximum duration of a concession shall be thirty years, which may be renewed once subject to rule 38.

29. Pre-qualification

(1) The Service shall at least once a year offer a person an opportunity to pre-qualify for bidding on concession agreements following the procedure set out in this rule.

(2) The Service may, before inviting a person to pre-qualify, establish classes of concessions, including but not limited to eco-tourism or large-scale plantation management.

(3) The Service shall invite applications for pre-qualification by placing an advertisement

- (a) at a conspicuous place at the Service Headquarters;
- (b) in two newspapers of national circulation;
- (c) on the website of the Service, or equivalent electronic means available to the public; and
- (d) in such other place as may be suitable for bringing it to the attention of the local communities where the forest is located.

(4) The advertisement shall specify—

- (a) where a person can obtain an application form for pre-qualification;
- (b) what classes of concessions are open for pre-qualification; and
- (c) where the completed application forms may be submitted, and when the application forms are due for submission.

(5) An application for pre-qualification under paragraph (3) shall be made to the Service in writing and shall—

- (a) specify the name of the applicant, and where the applicant is a business entity, or a forest association, be accompanied by the appropriate registration documents;
- (b) specify the class or classes of concession for which the application is made; and
- (c) be accompanied by a statement of the applicant's technical and financial capacity to undertake long-term forest management activities.

(6) The Service shall submit all applications to the appropriate forest conservation committee for evaluation and recommendation.

30. Consideration of an application

(1) The Service shall consider the recommendations of the forest conservation committee and select a qualified person based on technical and financial capacity.

(2) The Service shall issue a pre-qualification certificate, to a person pre-qualified under paragraph (1), subject to such terms and conditions as it may determine.

(3) Where the Service rejects an application for pre-qualification, it shall, within seven days of the decision, notify the applicant in writing.

(4) Unless earlier revoked by the Service for just cause, a certificate of pre-qualification shall be valid for a period of five years from the date of issue.

(5) Pre-qualified bidders shall inform the Service the areas in which they are interested in conducting concessions.

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31. Offering and advertisement

- (1) The Service shall, before advertising for bids on a concession—
 - (a) ensure that offering the concession is consistent with the applicable strategic management plan;
 - (b) hold consultations with the local communities; and
 - (c) specify the activities to be undertaken in the area.
- (2) The Service shall prepare a draft concession agreement in accordance with rule 28 and a prospectus containing—
 - (a) the identity and description the forest area, specifying the boundaries on maps;
 - (b) an inventory and valuation of the forest resources;
 - (c) specific mode, terms and conditions of the payment;
 - (d) a reserve price for the concession; and
 - (e) a performance bond reasonably reflecting the concession's commercial value.
- (3) The Service shall in writing invite interested pre-qualified bidders to submit bids for the concession and shall publish a notice of the bidding process, at the Forest Service Headquarters, and at the forest stations responsible for the area.
- (4) The Service shall make available a copy of the prospectus prepared under paragraph (2) to a person who requests it.
- (5) A pre-qualified bidder may, after notifying the Service, visit the forest area subject of the concession.

32. Concession bidding procedure

- (1) A person wishing to bid for a concession agreement under rule 29 shall purchase the bid documents and submit to the Service an expression of interest consisting of a proposed concession management plan.
- (2) The Service shall, in consultation with the forest conservation committee of the concession area, review the proposed concession management plans and, within forty-five days after the bid submission deadline, either withdraw the concession for lack of sufficient bidder interest or inform each bidder of any modifications that may be necessary to the plan of the bidder of the concession management agreement.
- (3) A pre-qualified bidder shall, within fifteen days after receiving the results of the Service's review of the proposed concession management plan, modify the plan if required to do so and submit a bidding package consisting of—
 - (a) a bid in a sealed envelope; and
 - (b) a bidder's bond equivalent to two percent of the reserve price, which the bidder shall forfeit in case the Service awards the concession and the bidder declines to accept it.
- (4) The Service shall open the sealed bids and read them out in a meeting to which all bidders are invited and the public is allowed to attend.

33. Consideration of the bids

- (1) The concession shall be awarded to the highest bidder above the reserve price and in case of a tie; the Service shall conduct another round of bidding involving the tied parties.
- (2) If the highest bidder refuses the concession, it shall be awarded to the next highest bidder above the reserve price.
- (3) If no bidder is above the reserve price, the Service shall return all bonds and declare no award.
- (4) The Service shall inform all unsuccessful bidders the results of the bidding within a period of seven days from the time the bidding is completed.

34. Announcement of intention to award

(1) The Service shall publish its intention to award the concession to the successful bidder in two daily newspapers of national circulation at least thirty days before the concession is to be signed.

(2) The Service shall hear and consider all presentations and objections that may be raised in a process of public consultation.

(3) The Service shall, based on the consultation made under paragraph (2)—

- (a) disqualify the bidder based on evidence of improper process or false, misleading, or no longer valid representations by the bidder who pre-qualified or qualified for the concession; or
- (b) award the concession under rule 31 with an appropriate modification in the draft concession agreement to accommodate concerns expressed in the consultation, however the modification may not lower the annual bid or materially increase the value of the agreement to the winning bidder; or
- (c) withdraw the concession and make no award, with the option of restarting the process of soliciting bids using a new draft concessions agreement; or
- (d) award the concession under rule 35 following the terms of the draft concession agreement.

(4) If a bidder is disqualified under paragraph (3), the Service shall select the next highest bidder eligible for the award, and it shall then hold new consultations under this rule.

(5) If the Service makes a minor modification to the concession agreement under paragraph (2)(b), the bidder may opt to withdraw the bid, in which case—

- (a) the Service shall return the bidder's bond; and
- (b) the Service may either—
 - (i) choose the next highest eligible bid and hold new consultations under this rule; or
 - (ii) withdraw the concession and re offer it in modified form.

35. Award of concession

(1) The Service shall, after the public consultations specified in rule 34, award the concession to the successful bidder.

(2) The concession holder shall, before commencing operations—

- (a) post the performance bond, as set under rule 36, to cover any damage which might be incurred; and
- (b) pay the Service the bid price as set in the concession agreement.

(3) The performance bond under paragraph (2) shall be reviewed annually to take into account inflation.

36. Performance bond

(1) The Service may draw a performance bond against a concession holder to recover unpaid annual fees or to cover damages to the forest caused by the concession holder or the agent of the concession holder.

(2) The Service shall require the concession holder to make up the difference when it draws upon the bond under paragraph (1).

(3) The Service shall return the remainder of the bond within six months after the expiry of the concession agreement, unless the agreement is renewed.

(4) If the winning bidder fails to—

- (a) pay the initial bid amount;
- (b) post the performance bond; or
- (c) sign the agreement,

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within sixty days after a request by the Service, the Service shall collect the bidder's bond posted under rule 32(3)(b), and either—

- (a) select the highest of the remaining bidders above the reserve price; or
- (b) reject all remaining bids with the option of restarting the process, and invite all pre-qualified applicants to re-submit bids.

(5) After the completion of the award process as described in this rule, the Service shall return the bidder's bond of the unsuccessful bidders.

37. Review and evaluation

(1) A concession holder shall revise and submit to the Service a concession management plan at least once every five years.

(2) The Service shall review the concession management plan and may require such modifications as may be necessary from time to time in compliance with these rules.

(3) A concession holder shall prepare and submit an annual operations plan to the Service.

(4) The Service shall review the annual operations plan and require such modifications, if any, as may be necessary to meet the requirements of the existing management plan and the concession agreement.

(5) A concession holder shall only undertake activities consistent with the applicable management plans, except in cases where an emergency action is required because of imminent danger to human life or property.

(6) The Service shall undertake a comprehensive evaluation of the management of the concession area once in every five years.

38. Evaluation and renewal

(1) The Service shall, at least three years before the concession agreement expires, begin a comprehensive evaluation, including public consultation, of the activities of the concession holder under the agreement.

(2) The Service may, if the concession holder has carried out a sustainable management of the forest, negotiate a renewal of the concession at an adjusted fee greater than the original annual fee to cover inflation.

39. Employment of professional foresters

Where the activities under a concession agreement are forestry activities, the concession holder shall employ professional foresters registered by the Forest Society of Kenya to assist in the management of the forest.

40. Transferability

A concession agreement may, with the approval of the Service, be transferred to a third party only if—

- (a) the transferee has been in existence for at least six years;
- (b) the transferee is pre-qualified under these rules to apply for a concession; and
- (c) the transfer is not being done for the purposes of speculation.

PART III – COMMUNITY PARTICIPATION

41. Service to invite community participation

The Service may, whenever circumstances make it necessary or appropriate to do so, invite forest associations to participate in the sustainable management of state forests.

42. Types of agreements for community participation

The Service may issue authorizations for community participation for purposes of rule 41 in the form of—

- (a) a community forest management agreement which shall be issued to a forest association to undertake community forestry activities; and
- (b) a cultivation-permit which shall be issued to members of a forest association to undertake non-resident cultivation.

PART IV – COMMUNITY FOREST MANAGEMENT AGREEMENTS

43. Forest management agreements

(1) The Service may enter into a community forest management agreement with a forest association wishing to conserve and utilize a forest for purposes of livelihood, cultural or religious practices.

(2) A community forest management agreement shall be in Form 5 as set out in the Schedule to these Rules.

44. Management unit

(1) For purposes of community participation, the management unit for a forest shall comprise—

- (a) the forest area under the jurisdiction of one forest station; or
- (b) where geographical factors make separation of the unit into blocks more practical, individual forest blocks within the jurisdiction of one forest station.

(2) Each management unit shall be under a separate forest association, and the Service may decide whether the parties shall develop individual community management plans for each management unit or combined community management plans covering more than one unit.

(3) Where more than one forest association makes an application in respect of the same management unit, the Service shall encourage them to consolidate themselves into one association for purposes of the application.

(4) In cases where forest associations fail or refuse to consolidate into one, the Service may conclude an agreement with the forest association which—

- (a) has the capacity to implement the activities set out in the community management plan; and
- (b) is most representative of the interests of the wider forest community.

45. Procedure for entering into a community forest management agreement

(1) The Service and the forest community shall, before entering into a community forest management agreement—

- (a) identify the forest area proposed to be the subject of the agreement and its resources;
- (b) assess the method in which the forest community utilises the forest and the impact of such method; and
- (c) facilitate the formation of forest associations based on existing community structures.

(2) Once a forest association is formed, the Service and the forest association shall—

- (a) facilitate the preparation or adoption of a community forest management plan in respect of the forest area; and
- (b) negotiate, draft and sign a community forest management agreement in respect of the forest area.

(3) The Service shall apply the Participatory Forest Management Guidelines in the implementation of community participation in forest management.

(4) The Service shall, in consultation with the stakeholders, from time to time review and revise the guidelines specified under paragraph (3).

[Subsidiary]

46. Forest-level management committee

The Service shall initiate the formation of a forest-level management committee consisting of—

- (a) representatives from the Service;
- (b) representatives from the forest association; and
- (c) other stakeholders in the area,

to assist the forest association in the implementation of the community forest management agreement.

47. Monitoring of implementation

(1) The Service shall monitor and evaluate the implementation of the community forest management plan.

(2) The forest association shall review the findings made under paragraph (1) and together with the Service, may revise or alter the community forest management plan based on the findings.

48. Technical assistance from the Service

The Service shall provide technical assistance and capacity building to a forest association so as to empower it to perform its functions under these rules.

49. Commercial activities

(1) Where a forest association, in implementing a community forest management agreement, engages in commercial activities, the association shall comply with all the laws for the time being in force for the regulation of such activities.

(2) Any violation of laws under paragraph (1) shall be deemed to be a breach of the community forest management agreement.

Non-Resident Cultivation

50. Agreement with forest association

(1) The Service may enter into a written agreement with a forest association to allow its members to engage in non-resident cultivation in adjacent forest areas.

(2) The Service shall only allow non-resident cultivation in areas intended for the establishment of industrial plantations.

51. Zoning of forest areas

(1) The Service shall for the purposes of Rule 50—

- (a) identify and zone off the forest areas available for such cultivation;
- (b) demarcate individual plots, which shall be of a minimum size of one quarter hectare and of a maximum size set by the Service based on local conditions; and
- (c) prepare a sketch map of all the plots, and display it prominently at the forest station responsible for the forest area.

(2) The Service may open up new areas for cultivation in accordance with the approved planting programmes.

52. Where plots may not be allocated

The Service shall not allocate a plot—

- (a) within an important water catchment area or a source of a spring;
- (b) on a slope exceeding thirty percent inclination;
- (c) within thirty metres on either side of a river course or wetland, spring or other water source; or

- (d) in a firebreak, road reserve, natural glade, natural forest area and an area under mature plantation.

53. Allocation of plots

(1) The Service shall allocate a plot using a balloting system organised through the forest association.

(2) A person allocated a plot under paragraph (1) shall be issued with a cultivation-permit, in Form 6 as set out in the Schedule to these Rules.

(3) The Service and the forest association shall ensure that the method of allocation gives preference to the poor and vulnerable members of the community.

54. Conditions for permits

(1) A holder of a cultivation-permit issued under rule 53 shall be subject to the following conditions—

- (a) plant only annual crops approved by the Service;
- (b) render assistance to the Service upon request in—
 - (i) beating up or replanting, whichever may be appropriate, in cases of low survival rate of seedlings;
 - (ii) controlling illegal forest activities; and
 - (iii) preventing or fighting forest fires;
- (c) not lease, sublet or sell the allocated plot;
- (d) use only hand tools for land preparation; and
- (e) not erect any structure on the plot allocated, except, with written permission from the Service, in areas with high incidences of game damage.

(2) A holder of a cultivation permit shall pay the annual rental fees upon allocation of the plot and subsequently after every twelve months.

(3) A person who breaches the conditions of a cultivation-permit shall be guilty of an offence under the Act, and the Service shall withdraw the permit forthwith.

55. Period of cultivation

(1) The holder of a cultivation permit shall vacate the plot to which the cultivation permit relates after a period of three years.

(2) The Service shall not be under any obligation to allocate another plot to a holder of cultivation permit after the cultivation-permit issued to the holder has expired.

56. Planting of seedlings

The planting of tree seedlings shall be done after the completion of one crop season, and the holder of the cultivation permit shall not interfere with the growth or development of the seedlings or trees.

57. Monitoring by forest association

The forest association shall assist the Service in the monitoring of the activities of permit-holders and shall ensure that none of its members or agents takes any action which harms the planted seedlings.

58. Operational guidelines

(1) The Service shall, before issuing a cultivation-permit, issue a comprehensive operational guideline for the implementation of non-resident cultivation.

(2) The Service may from time to time revise the guidelines.

[Subsidiary]

PART IV – GENERAL PROVISIONS

59. Transitional provisions

(1) For an authorisation other than a concession applied for within five years of the commencement of these Rules, where there is no management plan governing the area of an application, the Service shall evaluate the site-specific management plan based on whether it is consistent with sustainable management of resources.

(2) Where there is no forest conservation committee in a forest conservancy area, an application made under these Rules shall be evaluated by the Service.

60. Verification of various existing authorizations

(1) A person who holds an authorisation issued prior to coming into effect of these Rules shall, submit a copy to the Service within a period of twelve months from the date of commencement of these Rules for verification and confirmation.

(2) The Service shall, within one month after the commencement of these Rules, notify, by appropriate means, the person referred to in paragraph (1).

(3) Failure to submit an authorisation as required under paragraph (1) may be used by the Service as a ground for the revocation, amendment or cancellation of the authorisation.

61. Forms and documents under these rules

An application or authorisation under these Rules shall be in the form prescribed in the schedule.

62. Fees

(1) Where these Rules call for the Service to charge fees and do not set those fees by public bidding, the Service shall, by notice in *Gazette*, publish a schedule of the fees or an objective formula for calculating such fees.

(2) The Service shall from time to time review and revise the fees payable under these Rules.

(3) The fees payable under these Rules shall be subject to the approval of the Board.

(4) In this Rule, “fees” includes royalties and other charges payable to the Service.

63. Applicable law

The provisions of the Public Procurement and Disposal Act and the principles of the law of contract shall apply to the procedure for the award of a licence, contract and concession under these Rules.

64. Repeat advertisement

Where no suitable applicant is found after advertising for the issuance of an authorisation, the Service may repeat the advertisement in the same or different terms.

65. Registers

The Service shall maintain a register of all authorisations issued under these Rules, and a member of the public may inspect it or obtain a copy or an excerpt during working hours, upon payment of such fees as may be prescribed.

66. Compliance with other laws

These rules shall not exempt a person authorised pursuant to these rules from the requirements of the any written law governing environmental matters or other written law.

67. Liability under other laws

The suspension or cancellation of an authorization shall not exempt the holder or where the holder is a body corporate, its Board of Directors or officers, from liability under the Act or any other written law.

68. Forest to remain property of State

(1) A forest which is the subject of an authorisation under these Rules shall be and remain the property of the State.

(2) The rights to the land and underlying minerals or other resources shall not be deemed to be transferred to any person who is a holder of an authorisation or party to an agreement under these Rules.

69. Appeals

A person who is aggrieved by the decision of the Service with respect to an application for an authorisation or the action of the Service with respect thereto may appeal to Appeals Tribunal under Environmental Management and Coordination Act.

SCHEDULE

FORM 1

[Rule 9.]

KENYA FOREST SERVICE
PERMIT

Station

Date 20

To

.....
.....

Permission is hereby granted to you for exercise of the following rights/removal of the following forest products:

	<i>Description of Forest Product/Service</i>	<i>Price</i>	<i>Total</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
	Grand Total		

Signed:
Authorized Forest Officer.

[Subsidiary]

FORM 2

[Rule 12.]

KENYA FOREST SERVICE

TIMBER LICENCE

1. PARTIES

This licence is made this day of 20 between the Kenya Forest Service of P.O. BOX Nairobi ("the Service") and of P.O. BOX bearer of pre-qualification certificate number ("the licensee"). The Service and the licensee are jointly referred to as "the parties"

2. OBJECTIVES AND PURPOSE

(a) The Service grants this licence to the licensee for the sole purpose of harvesting timber in Sub Compartment at Forest Station in Forest Division ("the forest area").

(b) The forest area(s) measures hectares comprising of species and its boundaries are better described as an annex to this form.

(c) This annex forms an integral part of this licence.

3. TRANSFERABILITY

This licence is not transferable.

4. DURATION

This licence is for a period of from the date of issue ("the licence period").

5. AUTHORISED ACTIVITIES

(a) The licensee shall carry out only those activities outlined in this licence.

(b) The licensee shall comply with the provisions of the Forests Act and any rules made there under and also with the terms and conditions of this licence.

(c) The Service may cancel this license should the licensee commit any breach of the Forests Act or of any rules made there under or of the terms, obligations and conditions of this licence.

6. BASIC WARRANTIES OF THE LICENSEE

(a) The licensee is duly incorporated or registered or validly existing and in good standing.

(b) The licensee shall retain its power, ability and competence in carrying out the rights and obligations under this agreement.

7. RIGHTS OF THE SERVICE

(a) This licence is subject to the provisions of the Forests Act.

(b) The Service allows harvest of coupes or trees under this license on an "as-is-where-is" basis and offers no warranty or guarantee as to the conditions of the trees.

8. RIGHTS OF THE LICENSEE

(a) The licensee has the exclusive right to harvest the coupe or trees under this licence.

(b) The licensee, its servants, employees and agents may enter the forest area for the purposes of carrying out activities to fulfill the requirements of this licence.

9. OBLIGATIONS OF THE SERVICE

(a) The Service shall permit the licensee, its servants, employees and agents access to the forest area using a designated path, road or route for the

purposes of carrying out activities to fulfill the requirements of this licence.

- (b) The Service shall periodically monitor the operations of the licensee.

10. OBLIGATIONS OF THE LICENSEE

- (a) The licensee shall cut all trees or coupes and within the duration required under this licence.
- (b) The licensee is responsible for the acts of his agents or employees in the forest area.
- (c) The licensee shall supply the Service a nominal roll of employees, agents and servants giving registration number and any other details required by the Service. The licensee shall supply the roll at the commencement of the licence period and monthly thereafter. The licensee may not employ more than persons during any one month on work to be carried out under this licence.
- (d) All equipment which may be used for logging operations shall be removed from the forest area not more than thirty days after the date on which the licence expires or has been cancelled. Should the licensee fail to comply with this condition all claim to such equipment shall be forfeited which then shall be deemed to be the property of the Service and may be disposed of in such manner as the Director of the Service may deem fit.
- (e) (i) The licensee may use only such roads on the forest as are approved by the Service. The Service may prohibit the use of such roads at any time and may also specify the type of vehicle to be used on them.
 (ii) The Service may require the licensee to repair to the Service's satisfaction, any damage caused to roads and bridges in the forest area of the licensee, agents, servants or employees.
 (iii) The licensee must ensure that no road, track, footpath, watercourse or stream is obstructed as a result of its operations.
- (f) (i) The licensee must ensure that his operations do not pollute any stream, water body or wetland and it must take such actions as may be required by the Service to prevent such pollution.
 (ii) The licensee must ensure also that his operations do not directly affect the amount of flow of any stream or watercourse.
 (iii) The licensee shall observe the provisions of the Water Act.
 (iv) The licensee shall comply with the applicable environmental standards, including laws relating to environmental impact assessment.
 (v) The licensee shall honor any customary rights existing in the forest area.
 (vi) The licensee shall protect other forest resources in the forest area.
- (g) The licensee must ensure that his operations do not cause soil erosion and must take such action as may be required by the Service to prevent or cure soil erosion.
- (h) The licensee, its employees, servants or agents shall extinguish any fire that may occur in or near its forest area.
- (i) The licensee, its employees, servants or agents shall give assistance to the Service, if required, in preventing, reporting, apprehending and prosecuting offenders under the Forests Act.
- (j) The licensee shall not cut forest produce unless the Service has marked the produce for that purpose or has given written authority for cutting in a coupe demarcated on the ground. If the licensee cuts any other forest produce, the licensee shall pay the Service the market value of the unprocessed forest produce, delivered to the mill or market, multiplied by three.

Forest Conservation and Management

[Subsidiary]

- (k) The Licensee must fell and cross-cut all trees by saw, axes being used only to obtain felling direction and to trim branches from the trees. All trees must be felled as close as possible to ground level. All trees must be cross-cut to give the maximum length of log down to a diameter of centimeters. The Service may measure timber wasted by leaving high stumps or by incorrect cross-cutting and the licensee shall pay for that wasted timber at double the royalty rate.
- (l) The licensee shall pay compensation for any damage done to standing trees due to faulty felling and extraction or due to any other cause occasioned by carelessness or negligence. The Service shall calculate compensation based on the estimated volume of the damaged tree or trees at the market value. The damaged tree or trees remain the property of the Service.
- (m) The licensee shall not remove forest produce from the forest area until the Service has measured where necessary, the forest produce, marked it with a marking hammer where necessary, and collected the appropriate fee in full in accordance with the Timber Act (Cap. 386) Laws of Kenya.
- (n) All forest produce not removed within thirty days after the expiry of the licence period or after the termination of the licence are the property of the Service and the Service shall dispose of the forest produce as it deems fit.
- (o) The Director of the Service shall appoint an appropriate officer of the Service to represent the Service in implementing the provisions of this licence in the forest area.

11. FEES, TAXES, LEVIES, CHARGES AND BID PRICES

- (a) The licensee undertakes to pay such fees, charges or bid prices as prescribed under the Forests Act and regulations and as follows:
 - i)
 - ii)
 - iii) etc.
- (b) The licensee shall be responsible to pay salaries and emoluments to its employees, agents and servants that it may engage for the implementation of this licence.
- (c) Nothing under this licence exempts the licensee from paying taxes required under the laws of Kenya.

12. INDEMNITY, RISK AND LIABILITY

- (a) The licensee shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence or any breach of any of the obligations on the part of the licensee contained in this licence or the exercise or purported exercise of the rights given herein.
- (b) The licensee shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such harm from wildlife, fires, rivers, falling trees and other objects associated with the license and the forest area.
- (c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the licensee its members, employees, servants, agents, goods or equipment.

13. DISPUTE RESOLUTION

- (a) Where the licensee is aggrieved by the decision of the Service, it may within thirty days after being notified of the decision, appeal to the Board of the Service against the decision.
- (b) In the event of either of the parties being dissatisfied thereafter, the dissatisfied party may submit the dispute for arbitration, in accordance with the Arbitration Act (No. 4 of 1995) Laws of Kenya.

- (c) The cost of arbitration shall be borne equally by both parties.
- (d) The arbitration shall take place at the headquarters of the forest conservancy area where the forest area is situated.

14. TERMINATION AND WITHDRAWAL OF LICENCE

- (a) The Service may terminate or withdraw this licence where the licensee breaches its terms or conditions.
- (b) Where the Service intends to terminate or withdraw the licence it shall give the licensee thirty days' notice to show cause why the licence should not be terminated or so withdrawn. During this period the licence shall be suspended.

SEALED with the common seal of the)
 KENYA FOREST SERVICE)
 In the presence of)
)
 Director)
)
 Witnessed by)
)
 SIGNED for and on behalf of the)
 LICENSEE)
 In the presence of)
)
)
)

Annex

0.	Forest Division	Forest Station	Sub-compartment	Lot	Area (Ha)	Volume (M3)	Species	Remarks
1								
2								
3								
4								
5								

FORM 3

[Rule 21.]

KENYA FOREST SERVICE
 SPECIAL-USE LICENCE

1. PARTIES

This licence made between the Kenya Forest Service (hereinafter "the Service") of P.O. BOX Nairobi and of P.O. BOX (hereinafter "the licensee"). The Service and the Licensee are jointly referred to as "the parties".

2. OBJECTIVES AND PURPOSE

- (a) This licence is issued to the licensee for the purposes of permitting the licensee to undertake the activities listed in Annex 1 to this Form hereto in Sub-compartment in the Forest Block located at Forest Station in Forest Division ("the Forest Area").

Forest Conservation and Management

[Subsidiary]

- (b) This special use licence is issued pursuant to the determination by the Service that the primary purposes of those activities listed in the Annex 1 to this Form are in the public interest.
 - (c) The forest area in which the activity will be carried out by the parties shall comprise (in words) hectares and its boundaries are better described in the Annex 2 to this Schedule.
 - (d) These Annexes form an integral part of this licence.
3. TRANSFERABILITY
- (a) This licence shall not be transferable.
 - (b) This licence may be assigned only with the written approval of the Service.
 - (c) The Service shall not approve an assignment of this licence which would depart from the main objectives and purpose set out in this licence.
 - (d) The licensee is liable for all the activities, acts and omissions of the assignees of its rights under this licence.
 - (e) This licence does not give the licensee exclusive possession of the forest area or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.
4. DURATION
- This licence shall be for a term of years from the date of issue.
5. FEES AND OTHER CHARGES
- (a) The licensee shall make payment as follows:
 - i. Licence fees
 - ii. Annual fees
 - iii. Any other fees as determined by the Service
 - (b) The licence fees shall be paid immediately prior to the issue of this licence.
 - (c) The annual fees and any other fees shall be paid within thirty (30) days of being due and failure to pay such fees shall render this licence void.
 - (d) The Service shall review the annual fees payable by the licensee and where this occurs the licensee shall be informed in writing.
6. BASIC WARRANTIES OF THE SERVICE
- (a) The forest area is a state forest.
 - (b) At the time of making this licence, the property rights attached to the forest area consist of the easements, rights of way, servitudes, mineral rights, any customary rights established under Section 22 of the Forests Act, 2005 or other claims of record and the Government's own right of ownership.
7. BASIC WARRANTIES OF THE LICENSEE
- (a) The licensee is duly incorporated or registered or validly existing and in good standing.
 - (b) The licensee shall retain its power, ability and competence in carrying out its rights and obligations under this licence.
8. RIGHTS OF THE SERVICE
- (a) This licence is subject to the Forests Act.
 - (b) The Service shall have the right to inspect records kept by the licensee.
9. RIGHTS OF THE LICENSEE
- (a) The licensee has a right to carry out those activities listed in Annex 1 to this license.
 - (b) The licensee, its servants, employees and agents shall have the right to enter the forest area for the purposes of carrying out the activities to fulfill the requirements of this licence.

10. OBLIGATIONS OF THE SERVICE

The Service shall allow access to the forest area of the licensee, its servants, employees and agents using a designated route, road or path for the purposes of carrying out activities to fulfill the requirements of this licence.

11. OBLIGATIONS OF THE LICENSEE

The licensee shall—

- (i) ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks and harm from wildlife, fires, rivers, falling trees and other objects, risks and harms in the forest and in the event of such events occurring shall not hold the Service liable.
- (ii) protect sacred groves and protected trees.
- (iii) assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.
- (iv) inform the Service if the licensee becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.
- (v) take precautions against fire, and where it occurs take all necessary measures to put out the fire.
- (vi) take precautions against destruction of trees and other forest resources and produce and where it occurs, report to the Service.
- (vii) do any other act that is necessary for the efficient conservation and management of the forest.
- (viii) use the forest area in a manner consistent with the approved management plan.
- (ix) keep written records of all activities conducted in the forest area and preserve such records for at least six years from when first written or for duration of this licence, whichever is longer.
- (x) obtain and maintain at its own cost all other necessary consents, licences and approvals from the relevant authorities for its permitted use.
- (xi) pay to the Service the licence fees, annual fee and other fees and levies when due for the duration of the licence.
- (xii) not do or permit any act that would interfere with the work of the Service.
- (xiii) not pollute, damage, or disturb land or water, except with permission of the Service or other appropriate agency of the Government of Kenya.
- (xiv) not cause or permit a nuisance or trespass, whether on lands of the Service or lands owned or occupied by others.
- (xv) not interfere with the use of the land by the Service or any other person authorized by the Service.
- (xvi) remove all equipment from the site and the land within thirty days of termination of this licence.
- (xvii) observe all the Service's security, access and other rules, regulations, procedures and reasonable instructions that may from time to time be issued by the Service.
- (xviii) maintain public liability or other third party liability insurance in respect of any injury loss or damage to any persons or property arising out of the exercise of the licensee's rights and upon written request provide proof of such insurance to the Service.
- (xix) pay all charges and keep the Service indemnified in respect of the electricity, water and other utilities consumed by the licensee.

Forest Conservation and Management

[Subsidiary]

- (b) This licence does not give the licensee the right to mining, quarrying, logging, timber extraction or other activities.
- (c) Nothing under this licence exempts the licensee from paying such taxes, fees and levies as it may be required under the Laws of Kenya.

12. DISPUTE RESOLUTION

- (a) In the event of a dispute concerning this licence or its implementation the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act, 1995 (No. 4 of 1995) Laws of Kenya.
- (b) The cost of arbitration shall be borne equally by both parties.
- (c) The arbitration shall take place in Nairobi.

13. VARIATION

This licence may be cancelled by the Service

- (d) On the request of the licensee, or
- (e) On its own after giving fourteen days' notice to the holder with reasons for such variation or cancellation, or
- (f) Immediately if the licensee is in breach of any terms and conditions prescribed herein.

14. INDEMNITY, RISK AND LIABILITY

- (g) The licensee shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence or any breach of any of the obligations on the part of the licensee contained in this licence or the exercise or purported exercise of the rights given herein.
- (h) The licensee shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such as harm from wildlife, fires, rivers, falling trees and other objects associated with the license and the forest area.
- (i) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the licensee its members, employees, servants, agents, goods or equipment.

SEALED with the common seal of the)
 KENYA FOREST SERVICE)
 In the presence of:-)
)
 Director)
)
)
 Witnessed by)
)
)
 SIGNED for and on behalf of)
 in the)
)
)
 presence of:-)
)
 Director)
)
)
 Secretary)

Annex 1

Forest Name	Forest Division	Forest Station	Forest activity:	Remarks

Annex 2

Forest Name	Forest Division	Forest Station	Forest area in hectares	Forest boundary	Remarks

FORM 4

[Rule 26.]

KENYA FOREST SERVICE
JOINT FOREST MANAGEMENT AGREEMENT

1. PARTIES

This agreement is made this day of 20 between the Kenya Forest Service of P.O. BOX Nairobi on one hand (hereinafter referred to as "the Service") and of PO BOX on the other hand (hereinafter referred to as "Joint Manager"). The Service and the Joint Manager are jointly referred to as "the parties".

2. OBJECTIVES AND PURPOSE

- (a) The parties make this agreement for the purposes of jointly managing the Forest located at Forest Station in Forest Division ("the forest area") as per the attached joint management plan in the Annex 1 to this Form.
- (b) The forest area comprises (In words) hectares and its boundaries are for the purposes of identification described in the sketch plan bordered in red in the Annex 2 to this Form.
- (c) The primary purpose of this joint management agreement shall be to conserve the forest and allow non-consumptive uses of the forest area in accordance with the joint management plan.¹
- (d) The Annexes are an integral part of this agreement.

3. TRANSFERABILITY

- (a) This agreement is not transferable.
- (b) Subject to Section 37(8) of the Forests Act, the Joint Manager may assign all or any of the rights under this agreement only with the written approval of the Director of the Service.

¹ This objective may vary. Regulation 22(a) provides that a joint management agreement may also allow limited consumptive use of forest resources if sustainable.

Forest Conservation and Management

[Subsidiary]

- (c) The Director of the Service shall not approve an assignment of this agreement which would depart from the main objectives and purpose set out in this agreement.
- (d) The Joint Manager remains liable for all the activities, acts and omissions of the assignees of its rights under this agreement.

4. DURATION

This agreement is for a term of Years from

5. AUTHORISED ACTIVITIES

- (a) The Joint Manager shall carry out those activities as outlined in the joint management plan.
- (b) The Joint Manager may, with the written approval of the Service enter into partnership with other persons for the purposes of ensuring efficient and sustainable conservation and management of the forest area.

6. BASIC WARRANTIES OF THE SERVICE

- (a) The forest area is a state forest.
- (b) At the time of making this agreement, the property rights attached to the forest area consist of the easements, rights of way, servitudes, mineral rights, any customary rights established under Section 22 of the Forests Act, other claims of record and the Government's own right of ownership.

7. BASIC WARRANTIES OF THE JOINT MANAGER

- (a) The Joint Manager is duly incorporated or registered or validly existing and in good standing.
- (b) The Joint Manager shall retain its power, ability and competence in carrying out its rights and obligations under this agreement.

8. RIGHTS OF THE SERVICE

- (a) This agreement is subject to the Forests Act.
- (b) The Service may inspect such records kept by the Joint Manager.

9. RIGHTS OF THE JOINT MANAGER

The Joint Manager, its servants, employees and agents may enter the forest area using such designated roads, routes or paths to carry out activities to fulfill the requirements of this agreement.

10. OBLIGATIONS OF THE SERVICE

- (a) The Service shall allow access to the forest area of the Joint Manager, its servants, employees and agents for the purposes of carrying out activities to fulfill the requirements of this agreement.
- (b) The Service shall approve the annual operations plans subject to the plans being consistent with the objectives of the joint management plan.
- (c) The Service shall keep written records of all activities conducted in the forest area.

11. OBLIGATIONS OF THE JOINT MANAGER

- (a) The Joint Manager shall ensure that its employees, servants and agents take precaution and measures to protect themselves against risks and harm from wildlife, fires, rivers, cliffs, falling trees and other objects, risks or harms associated with the forest area and in the event of such events occurring shall not hold the Service liable.
- (b) The Joint Manager shall protect sacred groves and protected trees.
- (c) The Joint Manager shall assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular, those concerning illegal harvesting of forest produce and hunting of game.

- (d) The Joint Manager shall keep the Service informed of any developments, changes and occurrences within the forest which affect the conservation of biodiversity.
- (e) The Joint Manager shall patrol the forest area, in close cooperation with the Service, to protect the forest. The Joint Manager shall provide the patrols with means of communication to enable communication with the appropriate Service forest guard station.
- (f) The Joint Manager shall provide labour, tools and equipment for the forest management operations.
- (g) The Joint Manager shall take precautions against theft or destruction of tress and other forest resources and produce.
- (h) The Joint Manager shall take such precautions against occurrence fire and where it occurs, help in fire fighting.
- (i) The Joint Manager shall in consultation with the Service, prepare an annual operations plan for the forest area. The Joint Manager shall ensure that the annual operations plan is consistent with the management plan and the annual operations plan shall be subject to the approval of the Service.
- (j) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.
- (k) This joint agreement does not give the Joint Manager the right to mining, quarrying, logging, timber extraction or other activities.

12. JOINT MANAGEMENT TEAM

- (a) To ensure effective implementation of this joint agreement a joint management team shall be appointed consisting of the following persons —
 - (i) Two officers of the Service designated by the Director, one who is a disciplined officer and the other a professional officer of the Service.
 - (ii) Two persons appointed by the Joint Manager.
 - (iii) One person representing the community forest association in the forest station appointed by the Service.
- (b) With the assistance of the Service and the Joint Manager, the joint management team shall update the forest management plan every five years, and the updated forest management plan shall be subject to approval by the Service.
- (c) The joint management team shall meet on a periodic basis to be agreed by the parties to monitor the progress of implementation of this agreement in accordance with the joint management plan. However, the Service shall have the ultimate authority in monitoring the implementation of this agreement.
- (d) The joint management team shall keep written records of their meetings and they shall submit these records to the Service on a regular basis in accordance with the joint management plan.

13. COSTS AND BENEFIT SHARING ARRANGEMENT

- (a) The Joint Manager undertakes to pay such fees as prescribed under the Forests Act and regulations including annual fees and other fees to facilitate such other activities as may fall within the ambit of this agreement.
- (b) Except as otherwise stated in this agreement, the costs of implementing this agreement and the benefits accruing shall be shared according to the Annex 3 to this Form. This Annex is an integral part of this agreement.

[Subsidiary]

- (c) Nothing under this agreement exempts the Joint Manager from paying such taxes, fees and levies as it may be required under the Laws of Kenya.

14. DISPUTE RESOLUTION

- (a) In the event of a dispute concerning this agreement or its implementation the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act (No. 4 of 1995) Laws of Kenya.
- (b) The cost of arbitration shall be borne equally by both parties.
- (c) The arbitration shall take place in Nairobi.

15. VARIATION

This agreement may be varied by mutual consent of both parties provided that the variation does not alter the objectives and purpose of this agreement, is within the provisions of the Forests Act, rules and regulations and is in writing.

16. SUSPENSION

The Service may suspend this agreement in the following circumstances:

- (a) Where the Joint Manager is found by an arbitrator to have breached the terms of this agreement and does not remedy the breach as provided in the arbitral award.
- (b) Where overwhelming acts of third parties or nature make it temporarily impossible for a party to comply with this agreement.
- (c) Where the implementation of this agreement is not consistent with the forest management plan.
- (d) Where the employees, agents or servants of the Joint Manager carry out activities that are contrary to the provisions of the Forests Act, the Wildlife (Conservation and Management) Act, the Water Act and such other Acts, regulations and rules that may apply.

17. TERMINATION

This agreement may be terminated in the following circumstances:

- (a) By operation of law, where the Joint Manager is deregistered, dissolved or in receivership.
- (b) By the written order of an arbitrator, where an arbitrator finds a party to this agreement having breached the agreement and the breach is not remedied as provided in the arbitral award.
- (c) By the Service delivering written notice to the Joint Manager, if any fees, levies or dues payable to the Service under this agreement remain unpaid for thirty days.
- (d) By either party delivering a written notice of termination to the other party, at least three months after either party issues written notice to the other of its intention to terminate this agreement.

18. MONITORING AND EVALUATION

- (a) The Joint Manager shall make such periodic reports to the Service as may be required under the joint management plan as agreed by the parties.
- (b) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.

19. INDEMNITY, RISK AND LIABILITY

- (a) The Joint Manager shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Joint Manager contained in this agreement or the exercise or purported exercise of the rights given herein.

- (b) The Joint Manager shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such as harm from wildlife, fires, rivers, falling trees and other objects associated with the agreement and the forest area.
- (c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the Joint Manager its members, employees, servants, agents, goods or equipment.

20. RELATIONSHIP OF PARTIES

- (a) This agreement does not create any kind of joint venture or partnership between the parties.
- (b) This agreement does not make either party the agent of the other.
- (c) This agreement does not give the Joint Manager exclusive possession of the forest area or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.

SEALED with the common seal of)
 KENYA FOREST SERVICE)
)
 In the presence of:-)
)
 Director)
)
)
 Witnessed by)
)
)
)
 SIGNED for and on behalf of)
 in the presence of:-)
)
)
 Director)
)
)
 Secretary)
)

Annex 1
JOINT MANAGEMENT PLAN

Annex 2
SKETCH PLAN

Annex 3
COST/BENEFIT SHARING MODE

[Subsidiary]

FORM 5

[Rule 43.]

KENYA FOREST SERVICE
COMMUNITY MANAGEMENT AGREEMENT

1. PARTIES

This agreement is made this day of 20 between the Kenya Forest Service of P.O. BOX Nairobi on one hand (hereinafter referred to as "the Service") and Community Forest Association of P.O. BOX on the other hand (hereinafter referred to as "the Association"). The Service and the Association are jointly "the parties".

2. OBJECTIVES AND PURPOSE

- (a) The parties enter into this agreement for the purposes of granting the Association permission to participate in the conservation and management of Forest located at Forest Station in Division ("the forest area") as per the attached site-specific management plan.
- (b) The forest area comprises hectares and its boundaries are better described in the sketch plan.
- (c) The sketch map and the management plan form an integral part of this agreement.

3. ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT

- (a) The Association may only assign this agreement with the written approval of the Service.
- (b) The Service through the Director shall not approve an assignment of this agreement which would depart from the main objectives and purpose set out in this agreement.
- (c) The Association is liable for all the activities, acts and omissions of the assignees of its rights under the agreement.

4. DURATION

This agreement has a term of years from

5. AUTHORISED ACTIVITIES

- i. The Association may carry out those activities outlined in the site-specific forest management plan.
- ii. The Association may, with the written approval of the Service, enter into partnership or agreements with other persons for the purposes of ensuring efficient and sustainable conservation and management of the forest area.

6. BASIC WARRANTIES OF THE SERVICE

- i. The forest area is a state forest.
- ii. At the time of making this agreement, the property rights attached to the forest area consist of:
 - a) the easements, rights of way, servitudes, mineral rights, or other claims of records listed in the schedule to this agreement
 - b) any customary rights established under section 22 of the Forests Act, and
 - c) the Government's own right of ownership and these rights shall remain during the tenure of this agreement.

7. BASIC WARRANTIES OF THE ASSOCIATION

- i. The Association is duly incorporated or registered or validly existing and in good standing.

- ii. The Association shall retain its power, ability and competence in carrying out its rights and obligations under this agreement.

8. RIGHTS OF THE SERVICE

- i. This agreement is subject to the provisions of the Forests Act.
- ii. The Service may inspect records kept by the Association from time to time.

9. RIGHTS OF THE ASSOCIATION

The Association, its members, servants, employees and agents shall have the right to enter the forest area for the purposes of carrying out activities to fulfill the requirements of this agreement.

10. USER RIGHTS

- i. The Association shall have the following user rights²:
 - i)
 - ii)
 - iii)
- ii. Subject to Section 47 of the Forests Act, the Service through the Director may, in consultation with the Association, make rules regulating the performance of any of the above user rights.
- iii. The grant of the user rights shall not exclude the Association or its members from paying such fees, taxes and levies required for the exercise of the right or carrying out of activity or by any law.

11. OBLIGATIONS OF THE SERVICE

- i. The Service shall allow access to the forest area of the Association, its members, servants, employees and agents for the purposes of carrying out activities to fulfill the requirements of this agreement provided that such access is done in an orderly manner, on designated paths, routes and roads and without committal of any offences under the Forest Act or regulations or under any law.
- ii. The Service shall monitor and evaluate the implementation of the site-specific management plan.

12. OBLIGATIONS OF THE ASSOCIATION

- (i) The Association shall protect, conserve and manage the forest or part thereof pursuant to this management agreement and the provisions of the approved management plan for the forest.
- (ii) The Association shall protect sacred groves and protected trees.
- (iii) The Association shall assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.
- (iv) The Association shall inform the Service if the Association becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.
- (v) The Association shall take precautions against occurrence of fire and where it occurs, help in fire fighting.
- (vi) The Association shall maintain a roll of its members, agents, servants and employees and shall update the same regularly and furnish the details of the roll to the Service upon request.

² The user rights may vary from agreement to agreement and should be inserted as necessary as provided in section 47(2) of the Act.

[Subsidiary]

- (vii) The Association shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.
- (viii) Where the Association engages in commercial activities, the association shall comply with all the laws for the time being in force for the regulations of such activities, and any violation of those laws is a breach of this agreement.

13. INDEMNITY, RISK AND LIABILITY

- i. The Association shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Association contained in this agreement or the exercise or purported exercise of the rights given herein.
- ii. The Association shall provide adequate security for its members, employees, servants and agents and shall ensure that precaution and other necessary measures are taken to protect themselves against risks such harm from wildlife, fires, rivers, falling trees and other objects associated with management of the forest.
- iii. In this regard, the Service is not liable for any injury, loss or damage occurring to the Association, its members, employees, servants, agents, goods or equipment.

14. DISPUTE RESOLUTION

- i. Where the Service is dissatisfied with the implementation of this agreement, it may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act (No. 4 of 1995) Laws of Kenya.
- ii. Where the Association is aggrieved by the decision of the Service on the implementation of this agreement,
 - a) it may within thirty days after being notified of the decision, appeal to the Board of the Service against the decision.
 - b) in the event of the parties being dissatisfied thereafter, the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act (Act No. 4 of 1995) Laws of Kenya.
- iii. Where a dispute is submitted to arbitration under the provisions of this agreement,
 - a) the cost of arbitration shall be borne equally by both parties.
 - b) The arbitration shall take place at the headquarters of the forest conservancy area where the forest area is situated.

15. TERMINATION OR WITHDRAWAL OF USER RIGHT

- i. The Service may terminate this agreement in the following circumstances —
 - a) Where the Association is deregistered;
 - b) Where the Association breaches any of the terms and conditions of this agreement;
 - c) Where the Service considers termination as necessary for purposes of protecting and conserving biodiversity;
 - d) Where the Association itself so requests.
- ii. The Service may withdraw a particular user right in the following circumstances:
 - a) Where the Association breaches any of the terms and conditions of this Agreement;

Forest Conservation and Management

[Subsidiary]

- b) Where the Service considers withdrawal as necessary for purposes of protecting and conserving biodiversity;
- c) Where the Association itself so requests.
- iii. Where the Service intends to terminate this agreement or withdrawal of a particular user right it shall give the Association thirty days' notice in writing to show cause why the management agreement should not be terminated or, the user right so withdrawn. During this period, this agreement or the right in question shall be suspended.

16. RELATIONSHIP OF PARTIES

- i. This agreement does not create any kind of joint venture or partnership between the parties.
- ii. This agreement does not make either party the agent of the other.
- iii. This agreement does not give the association exclusive possession of the forest area or any part thereof and create nor is it intended to create a lease or tenancy in any way whatsoever.

SEALED with the common seal of the)
 KENYA FOREST SERVICE)
 In the presence of)
)
 Director)
)
)
 In the presence of)
)
)
 SIGNED for and on behalf of)
 the Community Forest)
 Association)
 .)
)
)
 in the presence of:-)
 Chairman)
)
 Secretary)

FORM 6

[Rule 53.]

KENYA FOREST SERVICE
NON-RESIDENT CULTIVATION PERMIT

This non-resident cultivation permit is granted to Mr /Mrs /Miss /Ms
 ID No Member of Community Forest Association of P. O.
 BOX to cultivate plot number, measuring hectares for
 purposes of identification marked in red and numbered accordingly on the sketch plan on
 this permit in Sub-Compartment Number in Forest Station for
 a period of one (1) year, subject to the following terms and conditions:

- 1. This permit only allows the permit-holder to use the plot. This permit does not make the permit-holder owner of the plot. The permit-holder may keep other people off the plot (except for people from the Service), but the permit-holder has no right to sell, rent, or act as owner of the plot in any way.

Forest Conservation and Management

[Subsidiary]

2. The permit-holder shall plant only annual crops on the plot. The Service has a list of approved crops. The permit-holder shall choose his crops from this list and plant only annual crops.
3. The permit-holder shall help the Service upon request in
 - a. Beating up or replanting, whichever may be appropriate, in cases of low survival of tree seedlings;
 - b. Controlling illegal forest activities;
 - c. Preventing or fighting forest fires; and
 - d. Any other activity for the benefit of the forest.
4. The permit-holder shall use only hand tools to work the plot.
5. The permit-holder shall not build anything on the plot, except with written permission of the Service.
6. Breaking the terms of this permit is an offence and if that happens, the Service may withdraw this permit. A permit-holder who breaks the terms of this permit may also have to pay the Service an administrative fee.
7. The permit-holder accepts the risk of injury, harm or death from trees, logs, wild animals, game, rivers and streams, and other hazards on the plot and neighboring forest. Whether the injury happens to property, the permit-holder, or another person, the Service is not responsible.
8. This permit does not give the permit holder exclusive possession of the plot or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.

Signed by the Permit holder

Date

Name of Issuing Officer

Official stamp

FORESTS (HARVESTING) RULES, 2009

ARRANGEMENT OF RULES

Rule

1. Citation.
2. Interpretation.
3. Application.
4. General provision for harvesting.
5. Application for license.
6. Damages to resources in the harvesting area.
7. Harvesting equipment.
8. Stump height and top diameter.
9. Skid trail grades.
10. Timber marking.
11. General provision for removing forest produce.
12. Contents of delivery note and proof of origin.
13. Prohibition of endorsement by other persons.
14. Delivery note, proof of origin to be carried in the vehicle.
15. Timber delivery.
16. Receiving timber.
17. Record of timber or bamboo received.
18. Copy of records to be kept for twelve months.
19. Manager to compile records.
20. Collection of firewood.
21. Application for collection of forest produce.
22. Issue of license to collect forest produce.
23. Direction to leave public forest produce area.
24. Closure of forest roads.
25. Revocation of licenses.
26. Security bond.
27. Offences and penalties.

SCHEDULE

- FORM 1 — APPLICATION FOR A LICENCE TO COLLECT FIREWOOD
- FORM 2 — LICENCE: KENYA FOREST SERVICE

[Subsidiary]

FORESTS (HARVESTING) RULES, 2009

[L.N. 185/2009.]

1. Citation

These Rules may be cited as the Forests (Harvesting) Rules, 2009.

2. Interpretation

In these Rules unless the context otherwise requires—

“**commercial harvesting**” means harvesting of forest produce for the purpose of making the produce available for sale;

“**Community Forest Association**” means such association comprising of members of a community, established to protect and ensure the sustainable use of a forest within the community;

“**Director**” means the Director of Kenya Forest Service and includes a Divisional Forest Officer or such other Forest Officer as the Director may designate in writing;

“**felling area**” means such area that has been designated or set aside for the felling of selected trees;

“**forest road**” means a road into a state forest or a local authority forest including bridges and culverts along it;

“**harvesting**” includes the felling, trimming, docking, splitting, debarking, extracting, sorting or loading of any forest produce and includes the supervision of any of those activities;

“**licensee**” means a person granted a license to harvest timber, bamboo or forest produce;

“**proof of origin**” includes—

- (a) a certificate of origin;
- (b) a delivery note from the person arranging for the transportation of indicating where the forest produce originated and where they are to be delivered; or
- (c) a document from an owner of the forest produce attesting to the origin of the forest produce;

“**responsible authority**” in relation to a forest area, means the Service, in the case of a state or provisional forest, the local authority concerned in the case of a local authority forest and the private landowner in the case of private forests;

“**timber**” means—

- (a) any tree which has been felled or has fallen; or
- (b) the part of any tree which has been cut off or fallen, and all wood whether sawn, split, hewn or otherwise fashioned.

3. Application

(1) These rules shall apply to commercial harvesting of timber in state forests, provisional forests, registered private forests, and local authority forests.

(2) The provisions of rules 20, 21, 22 and 23 shall not apply to the harvesting of forest produce in private forests.

4. General provision for harvesting

(1) No person shall harvest timber in a state forest, provisional forest, a local authority forest or a registered private forest without a valid license.

(2) Notwithstanding paragraph (1), a person may harvest timber for the purposes of—

- (a) final felling, to harvest the final tree crop when the stand has reached the final felling age or the final felling diameter;
- (b) selection thinning, to improve the stand composition, growth conditions for the remaining stand, and the forest health;
- (c) sanitary harvesting, to remove pest, disease, wildlife or dead, wind-thrown and wind-broken trees or otherwise damaged trees;
- (d) reconstruction harvesting, to cut down a non-productive stand; or
- (e) any other type of harvesting intended to establish and maintain the forest infrastructure, to shape forest landscape or transform the forestland for other uses.

5. Application for license

An application for a licence to harvest timber shall be made to the Director in accordance with the Act and the Rules made thereunder.

6. Damages to resources in the harvesting area

(1) A licensee shall harvest timber or bamboo in a manner that does not cause unnecessary damage to the trees, soil or resources in the felling area.

(2) The Director may, where a licensee has caused unnecessary damage to the trees, soil or resources in the felling area, direct the licensee, in writing, to remedy the damage attributed to the licensee within a specified time.

(3) A licensee shall, remedy to the satisfaction of the Director, within the time specified under paragraph (2), any damage attributable to the licensee's operations, which, was determined by the Director, to be excessive or was avoidable.

(4) Where a licensee fells or removes timber, bamboo or any other forest produce that is not designated for cutting or removal under the harvesting licence, the licensee shall be liable to pay such damages as may be assessed by the Director.

(5) The Director may, by a notice in writing, require a licensee to submit a plan showing how such licensee shall restock or cause the damaged area to be restocked.

7. Harvesting equipment

(1) Notwithstanding the registration requirements as set out under any other Regulations made under the Act, the Director may determine the equipment that may be used for harvesting.

(2) In determining the equipment to be used in harvesting, the Director shall consider—

- (a) the possibility of effective use of different equipment and methods in relation to the terrain; and
- (b) the stand characteristics, including length of slopes, inclination, topography, possibility of transit, obstacles, soil, ground bearing capacity, age of stands, species, composition or the quality of timber.

(3) The Director may specify on a licence, such conditions relating to the equipment and methods for harvesting as he considers appropriate.

8. Stump height and top diameter

(1) A licensee shall, when harvesting timber, ensure that where, the timber to be harvested is—

- (a) of indigenous stock—
 - (i) the height of the stump does not exceed fifteen centimetres;
 - (ii) the top diameter of the tree is not less than ten centimetres; and
 - (iii) no residue is removed from the forest.
- (b) a cultivated plantation—
 - (i) the stump height does not exceed eight centimetres;

[Subsidiary]

- (ii) the top diameter is not less than ten centimetres; and
- (iii) no residue is removed from the forest.

9. Skid trail grades

(1) A licensee shall not, while moving felled timber or bamboo, use skid trails with grades exceeding fifteen percent.

(2) Notwithstanding paragraph (1), a licensee may use skid trails with grades exceeding fifteen percent where the steep grades are unavoidable.

(3) A licensee shall, when using skid trails with grades exceeding fifteen percent under paragraph (2)—

- (a) limit the grade to not more than one hundred meters in length; and
- (b) use practices that will minimize soil erosion and runoff, including among others, breaking the grade, installing drainage structures, or using soil stabilization practices.

10. Timber marking

(1) The Director shall assign a different mark for each station, state forest and private forest.

(2) A person shall distinctly mark, brand or otherwise identify timber felled with the respective mark assigned by the Director before removing or causing timber felled to be removed from the felling area.

(3) No person shall remove or cause to be removed from the felling area, timber that has been felled unless the timber has been distinctly marked, branded or otherwise identified with a mark issued by the Director.

(4) No person shall cause timber that has been felled to be marked or branded with a mark that was assigned to another station, state forest and private forest.

11. General provision for removing forest produce

(1) A person shall not transport forest produce without—

- (a) in the case of produce from state forest or local authority forest, a valid licence and a delivery note, issued by the Director; or
- (b) in the case of produce from any other land, a proof of origin issued by the owner of the forest from which the timber was felled; and
- (c) the proof of payment of the prescribed fee.

(2) Paragraph (1) shall not apply to a person transporting, within a duration of one month

- (a) sawn timber that does not exceed one tonne or one cubic meter, whichever is less;
- (b) bamboo that does not exceed one tonne or one cubic meter, whichever is less;
- (c) any quantity of such other forest produce as Director may, by order, specify.

(3) Every forest Officer in charge of a forest shall ensure the compliance of paragraph (2).

12. Contents of delivery note and proof of origin

(1) A delivery note or proof of origin shall specify—

- (a) the person to whom the forest produce is being delivered to; and
- (b) the place to which the forest produce is to be delivered.

(2) A delivery note or proof of origin issued under this Rule shall be valid for one trip from the point of loading to the point of offloading.

13. Prohibition of endorsement by other persons

A person who has been issued with a delivery note or proof of origin shall ensure that no other endorsement is made on such delivery note or proof of origin, by any other person other than the person who issued the delivery note or proof of origin.

14. Delivery note, proof of origin to be carried in the vehicle

The driver of any vehicle carrying forest produce for which a delivery note or proof of origin has been issued, shall ensure that at all times during the transportation of the timber, the original of the delivery note or proof of origin duly completed in respect of forest produce, is carried in the vehicle.

15. Timber delivery

A person shall not deliver any forest produce for which a delivery note or proof of origin has been issued, to—

- (a) any person, other than the person specified in the delivery note or proof of origin as being the person to whom the timber is to be delivered to; or
- (b) a place, other than the place specified in the delivery note or proof of origin as being the place to which the log timber is to be delivered.

16. Receiving timber

A person operating a sawmill shall not receive timber or bamboo delivered at a sawmill unless—

- (a) the timber or bamboo is accompanied by a proof of origin issued by the responsible authority; and
- (b) in the case of timber or bamboo from a state forest or a local authority forest, the timber or bamboo is distinctly marked or branded or otherwise identified with a mark assigned by the Director.

17. Record of timber or bamboo received

A person operating a sawmill, where timber or bamboo is received, shall keep a record at the sawmill, stating—

- (a) the date the timber or bamboo was received;
- (b) the species and product type of the timber or bamboo;
- (c) the quantity of timber or bamboo received; and
- (d) the origin of the timber or bamboo.

18. Copy of records to be kept for twelve months

(1) A person who operates a sawmill shall, keep at the sawmill, a copy of every record made in respect of timber or bamboo received at the sawmill, for twelve months, showing the quantities and source of the timber or bamboo received.

(2) A person who operates a sawmill shall, where it is not practicable to keep copies of the record at the sawmill, keep the record at any other place approved, by the Director in writing.

(3) A person who operates a sawmill shall, at the end of every year, submit to the Director a copy of the record relating to timber or bamboo received during that year.

19. Manager to compile records

(1) The person in charge of a sawmill shall, within three working days from the end of each calendar month, compile or cause to be compiled a record relating to the timber or bamboo received during that month.

(2) The Director shall prescribe the form and content of the record under paragraph (1).

[Subsidiary]

20. Collection of firewood

(1) No person shall collect firewood from a state forest, a local authority forest or a provisional forest unless the person has a valid license issued by the Director.

(2) A person licensed to collect firewood shall collect firewood from the area designated for collection in the licence.

(3) A person licensed to collect firewood may collect firewood from—

- (a) fallen and waste wood in places where timber has been harvested and the wood suitable for milling has already been removed;
- (b) dead and fallen wood from natural forests that are not nature reserves;
- (c) fallen branches of plantation trees after pruning; or
- (d) such other source as the Director may, by notice in the *Gazette*, determine.

21. Application for collection of forest produce

An application for a license to collect forest produce shall be made to the Director in the form 1 in the Schedule and pay the prescribed fee.

22. Issue of license to collect forest produce

(1) The Director shall consider every application made under rule 21 and may, if satisfied that the application meets the requirements of the Act, issue a licence to the applicant upon payment of the prescribed fee.

(2) A license issued under this rule shall be in the Form 2 set out in the Schedule and shall be valid for the period specified in the permit.

(3) The Director may endorse, on a license, such conditions, as the Director considers necessary.

23. Direction to leave public forest produce area

(1) A forest officer may direct any person to immediately leave a public forest produce area, where the forest officer is of the opinion that—

- (a) it is necessary in the interests of public safety;
- (b) the person has failed or refused to pay a fee payable under rule 22 or has otherwise contravened the Act;
- (c) the person is blocking the access of a forest officer, or any other officer of the Service or any other person using the area; or
- (d) the presence of the person is adversely affecting the management of the area by the Service.

(2) A person shall comply with a direction given, by a forest officer, to that person under paragraph (1).

24. Closure of forest roads

(1) The Director may issue order that a forest road be closed for such period as he may consider necessary.

(2) The Director shall state the period of closure in the order.

(3) Where the Director has issued an order for the closing of a forest road, no person shall enter a state forest or local authority forest between 7.00 p.m and 6.00 a.m unless that forest is officially open for public use, the person is an employee of the Service or that person is accompanied by the employees of the Service.

25. Revocation of licenses

The Director may, by notice to any licensee, suspend or revoke a licence where—

- (a) the Director is reasonably satisfied that the licensee is carrying out practices that are detrimental to the forest;

- (b) a licensee has contravened any of the conditions in the license; or
- (c) a licensee has contravened any of the provisions of the Act.

26. Security bond

(1) The Director may require any person licensed under these Rules to deposit such amount of money that may be deemed to constitute appropriate security for good forestry practice.

(2) The Director shall, where the licensee has observed good forestry practice to his satisfaction, refund the deposit, without interest, to a licensee after a duration that does not exceed twenty-four months.

(3) The Director may, after giving the licensee an opportunity to be heard, confiscate a security bond where the licensee is responsible for forestry practice that is in breach of the provisions of these Rules or a licence issued under these Rules, where the Board is satisfied that the licensee has become a habitual offender.

27. Offences and penalties

A person who contravenes any provision of these Rules commits an offence and is liable, on conviction, to a fine not less than ten thousand shillings or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.

[Subsidiary]

SCHEDULE

FORM 1

(r. 21)

APPLICATION FOR A LICENCE TO COLLECT FIREWOOD

Applicant:			
Trading name (if any):			
Contact person:			
Postal address:			
		Postal code:	
Telephone: ()		Cell:	
E-mail:		Fax: ()	
Landowner:			
State Forest/ Local Authority Forest/ Private Forest			
Contact person:			
Postal address:			
		Postal code:	
Telephone: ()		Cell:	
E-mail:		Fax: ()	

Please note that in instances where there is more than one landowner, please attach a list of landowners with their contact details to the back of this page.

Municipality in whose area of jurisdiction the forest is located			
Contact person:			
Postal address:			
		Postal code:	
Telephone ()		Cell:	
E-mail:		Fax: ()	

Other permits or approvals: Include a description of all permits and approvals that will be necessary from the Forest Service and other governmental agencies in order to fully implement the project. Please attach project plans including preliminary grading plans, drainage plans, water quality management plans, construction site; Best Management Practices (BMPs) Plans.

.....

DECLARATIONS

I, in my personal capacity or duly authorized thereto hereby declare that:

- The information contained in this application form is true and correct, and
- I am fully aware of my responsibilities under the Forests Act, 2005 (No. 7 of 2005) and that failure to comply with these requirements may constitute an offence under the Forests Act, 2005 and the Rules made thereunder.

SCHEDULE—continued

Please Note: If acting in a representative capacity, a certified copy of the resolution or power of attorney must be attached.

.....
Signature of the applicant:

.....
Name of company:

.....
Date:

FORM 2

(r. 22)

LICENCE
KENYA FOREST SERVICE

Licence No.

Name:

Address:

The Service has evaluated your application Ref No. to collect firewood in a state forest and a licence is hereby issued for collection of firewood and is subject to the following conditions:

CONDITIONS OF LICENCE

1. The licence is valid for a period of days from the date hereof.
2.
3.
4.
5.

.....
Director
Kenya Forest Service

FOREST (CHARCOAL) RULES, 2009

ARRANGEMENT OF RULES

Rule

1. Citation.
2. Application.
3. Interpretation.
4. Competent authority.
5. Establishment of associations.
6. Establishment of licensing committee.
7. Requirement for a licence.
8. Licence.
9. Exemption.
10. Renewal of licence.
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15. Record keeping.
16. Protection of endangered and threatened plant species.
17. Export permit.
18. Import permit.
19. Inspections.
20. General penalty.
21. Effect of conviction.

SCHEDULES

FIRST SCHEDULE—

INFORMATION ON CHARCOAL PRODUCER ASSOCIATIONS

SECOND SCHEDULE—

FORMS

FORM 1 —

CERTIFICATE OF REGISTRATION OF ASSOCIATION

FORM 2 —

APPLICATION FOR CHARCOAL PRODUCER LICENCE

FORM 3 —

CONSENT FROM LAND OWNER

FORM 4 —

CHARCOAL MOVEMENT PERMIT

FORM 5 —

APPLICATION FOR CHARCOAL IMPORT/EXPORT PERMIT

FORM 6 —

CHARCOAL IMPORT/EXPORT PERMIT AND COMPLIANCE WITH CHARCOAL SAFETY REQUIREMENTS



[Subsidiary]

FOREST (CHARCOAL) RULES, 2009

[L.N. 186/2009.]

1. Citation

These Regulations may be cited as the Forests (Charcoal) Regulations, 2009.

2. Application

These Regulations shall be in addition to any other written law relating to forestry and sustainable charcoal production, transportation and marketing, for the time being in force.

3. Interpretation

In these Regulations, unless the context otherwise requires—

“**Act**” means the Forests Act, 2005;

“**charcoal**” means wood fuel product derived from carbonization of wood or other plant materials;

“**competent authority**” refers to the Kenya Forest Service established under the Act;

“**export**” means commercial trade with a natural or legal person outside the territory of Kenya;

“**Service**” means the Kenya Forest Service established under the Act.

4. Competent authority

(1) The Kenya Forest Service shall be the competent authority responsible for the issuance of licences for the production and transportation of charcoal.

(2) No licensing authority established under, any other written law, shall issue a trading permit or licence for the undertaking of any activity relating to commercial charcoal trade unless the applicant has produced to the licensing authority a licence for charcoal production or transportation, issued by the Service under these Regulations.

5. Establishment of associations

(1) All commercial charcoal producers shall organize themselves and form charcoal producer associations in the manner set out in the First Schedule.

(2) The Service shall register and issue a registration certificate in Form 1 set out in the Second Schedule to a commercial charcoal association formed under paragraph (1).

(3) An association registered under paragraph (2) shall—

- (a) facilitate sustainable production of charcoal by its members;
- (b) ensure that its members implement the reforestation conservation plans;
- (c) develop and implement a Code of Practice for the purposes of self regulation;
- (d) assist the Service in enforcing the provisions of the Act relating to sustainable charcoal production, transportation and marketing; and
- (e) do any other thing that is necessary for sustainable charcoal production and transportation.

6. Establishment of licensing committee

(1) Every forest conservation committee shall from its membership establish a licensing sub-committee.

(2) Notwithstanding paragraph (1), the Board may, on the recommendation of a forest conservation committee, establish any other licensing sub-committee in any part of a conservancy as it considers appropriate.

(3) A licensing sub-committee established under paragraph (1) or (2) shall—

- (a) consider and recommend applications for the issuance of charcoal producers' licence;
- (b) assess and approve plans and structures of intended charcoal production;
- (c) recommend the suspension or revocation of a charcoal producers' licence; and
- (d) perform such other functions as may be delegated by the Committee, that may be necessary or expedient for the licensing of sustainable charcoal production, transportation and marketing.

(4) Every Committee shall maintain a register of all charcoal producers within its jurisdiction who are licensed under these Regulations.

7. Requirement for a licence

(1) No person shall undertake or engage in any activity relating to commercial charcoal production and transportation without a valid licence, issued by the Service under these Regulations.

(2) A person or association that wishes to obtain a licence to undertake or engage in any activity relating to commercial charcoal production and transportation shall—

- (a) make an application to the forest conservation committee in Form 2 set out in the Second Schedule;
- (b) pay the prescribed fee; and
- (c) provide such other information that the forest conservation committee may require.

(3) Upon the receipt of an application, the licensing subcommittee may—

- (a) consider the application; or
- (b) require the applicant to submit a declaration or provide such additional information as it may consider necessary for the determination of the application.

(4) The licensing sub-committee shall, when determining an application consider—

- (a) the document submitted by the applicant in support of the application including, among others, the registration certificate of the association, its constitution and the list of members;
- (b) the place or places where charcoal is to be produced;
- (c) designated charcoal collection points;
- (d) the consent from the owner, or authorized person, of the land where charcoal is to be produced in Form 3 set out in the Second Schedule;
- (e) tree species, number of trees and estimated volume to be used for charcoal production;
- (f) type of technology to be used as may be prescribed under these Regulations or any other written law, in particular, the Energy Act;
- (g) a recommendation from the local environment committee; and
- (h) the reforestation or conservation plan for the area where trees will be managed for charcoal production.

(5) After considering an application and all the matters relevant to it, the licensing sub-committee may make a recommendation to grant or not to grant the licence.

(6) Upon receipt of the recommendations from the licensing subcommittee, the Committee may, recommend to the Board, to grant or refuse to grant the licence, or grant the application subject to such conditions as the Service may deem expedient.

(7) Any person who is aggrieved by any decision of the Service made under paragraph (6) may, within thirty days of communication to him of such decision, appeal to the National Environment Tribunal established under the Environmental Management and Co-ordination Act, 1999.

[Subsidiary]

(8) The Service may on recommendation of the relevant Committee, at any time vary the conditions of a licence where it considers it expedient for ensuring sustainable charcoal production.

8. Licence

(1) A licence issued under these Regulations, shall unless earlier revoked, be valid for the period specified in the licence and where no such period is specified, the licence shall expire on the 31st December of the year in which it is issued.

(2) A licence issued under these Regulations is not transferable.

9. Exemption

(1) Notwithstanding regulations 7 and 8, a person who wishes to produce charcoal on his own land for his own consumption, shall not require a licence.

(2) Notwithstanding paragraph (1), a person who wishes to produce charcoal for commercial purposes on his own land, shall be required to obtain a licence.

10. Renewal of licence

An application for the renewal of a licence shall be made at least one month before the expiry date of the existing licence.

11. Revocation, suspension or cancellation of licence

(1) The Service may suspend or revoke a licence issued under these Regulations where the holder of a licence contravenes the conditions of the licence.

(2) The Service shall, upon its intention to suspend or revoke the licence under paragraph (1), notify the concerned party accordingly and give a fourteen days notice of revocation or cancellation thereof if the concerned party fails to fulfill such conditions as may be specified in the notice.

(3) The Service may suspend or cancel a licence for charcoal production upon expiry of the notice period prescribed under paragraph (2) of this regulation.

(4) Whenever a licence issued is suspended or revoked, the licensee shall cease operations of the charcoal production that is the subject of the licence until the suspension is lifted or a new licence is issued by the Service.

12. Prohibition relating to licences

(1) A person shall not—

- (a) unlawfully alter or endorse, a licence issued to him for the use any other person;
- (b) engage in commercial charcoal production on the basis of a licence issued to another person; or
- (c) having been disqualified from holding a licence under the Act, apply for a licence without disclosing to the licensing sub-committee the disqualification.

(2) Any person who contravenes the provisions of this regulation commits an offence.

13. Request to provide data

A licensee shall, upon receiving a written request from the Director, provide such data relating to charcoal production as the Director may specify in the request.

14. Charcoal movement permit

(1) No person shall, move charcoal or charcoal products from one place to another unless that person—

- (a) is in possession of a valid charcoal movement permit issued under these Regulations and is operating in conformity with the terms and conditions of such permit; and

- (b) has a certificate of origin for the charcoal the subject of the charcoal movement permit duly signed by the relevant association or person from whom charcoal is to be obtained; or
- (c) has an original receipt from the vendor.

(2) A person who wishes to obtain a charcoal movement permit shall make an application to the Service in the prescribed form.

(3) The Service shall, upon approving an application under paragraph (1), issue a charcoal movement permit in Form 4 set out in the Second Schedule, upon payment of the prescribed fee.

(4) The Service may specify in the charcoal movement permit, the vehicle or vessel that may be used to transport charcoal or charcoal products.

(5) A charcoal movement permit shall not be transferable.

(6) Any person who contravenes the provisions of this regulation commits an offence.

15. Record keeping

(1) A person engaged in wholesale or retail trade in charcoal shall keep a record of the sources of charcoal, and copies of the certificates of origin and the movement permits.

(2) No person or association shall engage in trade in charcoal with unlicensed charcoal producers.

(3) A forest officer may at any time enter the premises in which wholesale or retail trade in charcoal is being undertaken to inspect the records.

(4) Any person who contravenes the provisions of this regulation commits an offence.

16. Protection of endangered and threatened plant species

(1) No person shall produce charcoal from endangered, threatened and protected plant species.

(2) The Service shall publish, in the *Gazette*, a list of endangered, threatened and protected plant species.

(3) Any person who contravenes paragraph (1) commits an offence.

17. Export permit

(1) No person or association shall export charcoal or charcoal products, from Kenya, unless that person has obtained an export permit from the Service.

(2) A person who wishes to obtain an export permit under this regulation shall make an application in Form 5 set out in the Second Schedule to the Director and provide a proper description of the source of charcoal.

(3) The Director shall, upon approving an application, issue an export permit in Form 6 and a safety certificate in Form 7 set out in the Second schedule upon the payment of the prescribed fee.

(4) The Director shall, before granting an export permit, consider the local supply and demand situation of charcoal.

(5) A permit and safety certificate shall—

- (a) be surrendered to the customs officer at the port of export or where such export permit and safety certificate are required by the importer, and the said export permit and safety certificate shall be endorsed at the port of export; and
- (b) expire either on the date specified thereon or when the consignment is shipped or whichever occurs first.

(6) Any person who contravenes the provisions of this regulation shall be guilty of an offence.

[Subsidiary]

18. Import permit

(1) No person or association shall import into Kenya charcoal or charcoal products unless he has obtained an import permit issued by the Service.

(2) A person who wishes to obtain a permit under this Regulation shall make an application in Form 5 set out in the Second Schedule and provide a proper description of the source of charcoal and submit the application to the respective Committee.

(3) The Committee shall consider applications submitted under paragraph (2) and forward the applications together with its recommendation, taking into account the supply and demand situation, to the Director for approval.

(4) The Director shall, upon approving an application, issue an import permit in Form 6 set out in the Second Schedule, subject to payment of the prescribed fee.

(5) Any person who contravenes the provisions of this regulation commits an offence.

19. Inspections

(1) A forest officer may carry out inspections at the premises or vessels used for charcoal production, transportation and trade—

- (a) regularly;
- (b) when non-compliance is suspected; and
- (c) when it is required for the purpose of issuing a licence or permit.

(2) A licensee shall produce a licence or permit issued under these Regulations to a forest officer, on demand.

(3) Whenever practicable, a forest officer shall carry out an inspection without giving prior notice.

20. General penalty

Any person who contravenes the provisions of these Regulations for which no specific penalty is provided commits an offence and is liable to a fine of not less than ten thousand shillings or an imprisonment for a term not exceeding three months.

21. Effect of conviction

(1) Notwithstanding any other penalty prescribed under these Regulations, the Service may revoke the licence or permit of any person who is convicted of an offence under these Regulations.

(2) Any person convicted of an offence under these Regulations shall, unless the Board in writing otherwise directs, stand disqualified from holding a licence or permit related to the provisions under which he has been convicted, for a period of one year from the time of conviction.

(3) The holder of any licence or permit which is cancelled pursuant to paragraph (1) of this Regulation shall, within fourteen days from the date of conviction surrender the licence or permit to the Service.

FIRST SCHEDULE

[Rule. 5.]

INFORMATION ON CHARCOAL PRODUCER ASSOCIATIONS

1. Every conservancy shall encourage individuals or groups involved in charcoal production to form associations.
2. The purpose for which the associations are established is to reduce licensing bureaucracy and make the licensing more affordable.
3. **Each association shall keep—**
 - (a) a list of members of the association and their addresses;
 - (b) a list of current/interim officials of the association;
 - (c) its Constitution and Code of Practice for the association;
 - (d) a list of the places where the members of the association operates from;
 - (e) a record of the activities of the association relating to charcoal production and transportation;
 - (f) information relating to the ownership of the land and the activities on the land;
 - (g) the technology the association members use in charcoal production and the extent to which they have complied with the requirements under the Act or Regulations or any other written law, including among others, the Energy Act; and
 - (h) its technical and financial capability.
4. A registered community forest association (CFA) shall be eligible to engage in charcoal production:

Provided that its constitution so allows and upon the fulfillment of the requirements set out in paragraph (3) of this Schedule.

[Subsidiary]

SECOND SCHEDULE

FORM 1

[Rule 5 (2).]

Application Reference No.

FORESTS ACT, 2005

CERTIFICATE OF REGISTRATION OF ASSOCIATION

- 1. Name of Association
- 2. PIN No.
- 3. Number of Members
- 4. Full Address
- 5. Location of Association:
- Conservancy/Area District
- Location Village

has been registered as a Charcoal Producers' Association for purposes of engaging in sustainable charcoal production in accordance with the provisions of the Forests Act, 2005 and Regulations made thereunder and contingent to conditions specified hereunder:

.....
.....

Fees paid in words in figures

Date of issue

Date of expiry: 31st December,

.....
*Director,
Kenya Forest Service*

FORM 2

(r. 7(2))

APPLICATION FOR CHARCOAL PRODUCER LICENCE

Application Reference No.

PART A – DETAILS OF APPLICANT

- A1. Name of Licensee (Association or Firm) Reg. Cert No.
- A2. PIN No.
- A3. Full Address

PART B – DETAILS OF CURRENT CHARCOAL LICENCE

- B1: Name of the current charcoal licence
- B2: Locality and Date of issue the current charcoal licence

PART C – MATERIAL CONSIDERATIONS

- C1: Place or places where charcoal is to be produced
- C2: Designated charcoal collection point(s)
- C3: Consent from land owner as prescribed in Form 3
- C4: Tree species to be used for charcoal production
- C5: Type of technology to be used
- C6: A recommendation from the local environment committee
- C7: Reforestation/conservation plan for the area

SECOND SCHEDULE, FORM 2—continued

PART D – DECLARATION BY APPLICANT

I hereby certify that the particulars given above are correct and true to the best of my knowledge and belief. I understand that the charcoal licence may be suspended, varied, revoked or cancelled if any information given above is false, misleading, wrong or incomplete.

Name Position Signature
On behalf of Association/Company name and seal Date

PART E – FOR OFFICIAL USE ONLY

Approved/Not Approved
Comments

Officer signature Date
Fees paid in words In figures Date of issue

Director, Kenya Forest Service

FORM 3

(r. 7(4))

FORESTS ACT, 2005

CONSENT FROM THE LAND OWNER

PART A – CONSENT HOLDER

A1. Consent holders' Name (Association or Firm) Reg. Cert. No.
A2. PIN No.
A3. Full Address

PART B – CONSENT GRANTOR

B1: Name of the land owner or authorized person
B2: Locality (LR. No.)
B3: PIN No.
B4: Full Address

PART C – DECLARATION BY LAND OWNER/AUTHORIZED PERSON

I hereby give the association/firm named above consent to produce charcoal on my parcel of land using indigenous/farm forestry wood resources in accordance with the provisions of the Forests Act, 2005, the Forests (charcoal) Regulations made thereunder and the following conditions:

Given under my hand

Name Land Owner/Authorized Person Signature
On behalf of firm Association/Company name and seal Date

Forest Conservation and Management

[Subsidiary]

SECOND SCHEDULE, FORM 3—continued

PART D – FOR OFFICIAL USE ONLY

Approved/Not Approved

Comments

Officer Signature Date

Director
Kenya Forest Service

FORM 4

(r. 14(3))

CHARCOAL MOVEMENT PERMIT

1. Conservancy District Station/Div/Loc
 Name..... of (address)
 Nationality ID No/Passport No.
 is hereby authorized to transport charcoal/charcoal products named hereinbelow:

CHARCOAL/CHARCOAL PRODUCTS	QUANTITY

FROM			TO		
Conservancy		Place	Conservancy		Place

Reasons for movement
 Date of Transportation Date of expiry
 Official Receipt No.
 Name of Issuing Forest Officer Designation Signature
 Name of forest officer supervising removal
 Designation Signature Date
 Fees paid in words in figures Date of issue

Director
Kenya Forest Service

Contingent to any conditions as may be specified:

- (a) The charcoal movement permit is not transferable.
- (b) Transport of charcoal shall take place between 6 a.m. and 6 p.m.

FORM 5

(r. 16 and 17)

FORESTS ACT, 2005

APPLICATION FOR CHARCOAL IMPORT/EXPORT PERMIT

PART A – DETAILS OF THE APPLICANT

A1. Name of Applicant (Association or Firm)

A2. Reg. Cert No.

Forest Conservation and Management

[Subsidiary]

SECOND SCHEDULE, FORM 3—continued

A3. PIN No.
A4. Full Address
A5. Business Location: Name of Building/Place
LR No. Street/Road
Town District

PART B – BUSINESS DETAILS

B1: Other than the business for which this application is made, are you involved in any other trade in the forestry industry? YES/NO
B2: If answer to B1 above is in the affirmative, specify nature or type of business(es)

Table with 3 columns: Charcoal/Charcoal Products, Quantity, Value

B4: Name and Address of Consignee/Supplier

PART C – SAFETY REQUIREMENTS

C1: Does the charcoal for export/import meet the safety standards? YES/NO
C2: Is the charcoal free from fire and safe for transportation?
C3: If answer to C1 and C2 is in the affirmative, specify measures taken to render the charcoal free from fire and other hazards

PART D – DECLARATION BY APPLICANT(S)

I/We declare that the particulars and information supplied by me/us herein are true, accurate and correct in every respect. I/We understand clearly that discovery of any false information provided by me/us will render this application invalid.

Signature Date
Name (of signatory)
Position (in business)

PART E – FOR OFFICIAL USE ONLY

Approved/Not Approved
Comments
Officer signature Date
Fees paid in words in figures Date of issue

Director
Kenya Forest Service

FORM 6

(r. 16 and 17)

CHARCOAL IMPORT/EXPORT PERMIT AND COMPLIANCE WITH CHARCOAL SAFETY REQUIREMENTS

To: The Collector of Customs
Kenya Revenue Authority

Forest Conservation and Management

[Subsidiary]

SECOND SCHEDULE, FORM 6—continued

(Port/Airport of export)

This is to confirm that (Name) of (address) has been authorized to Import/Export Charcoal/Charcoal Products mentioned herein below to/from (country)

Charcoal/Charcoal Products	Quantity	Value

Name and address of consignee.....

The validity of this permit expires on the date specified or immediately on shipment of the consignment whichever of the two occurs earlier.

Fees paid in words in figures Date of issue

Director
Kenya Forest Service

FORESTS (FEES AND CHARGES) RULES, 2012

[L.N. 104/2012.]

1. These rules may be cited as the Forests (Fees and Charges) Rules, 2012.
2. There shall be payable, in respect of the forest produce specified in the first column of Part I of the First Schedule, the fees respectively specified in the second and third columns.
3. There shall be payable a stumpage fee in respect of the tree species specified in Part II of the First Schedule in the manner respectively set out in that Part.
4. There shall be payable in respect of timber from the tree species specified in the first and second columns of the Second Schedule, which is commonly used in the manner specified in the third column of that Schedule, the fee respectively set out in the third column.
5. There shall be payable in respect of the forest products specified in the first column of the Third Schedule the price specified in the third column of that Schedule for the units of the respective product specified in the second column.
6. There shall be payable in respect of the activities set out in the first and second columns of the Fourth Schedule the fees specified in the third column of that Schedule.
7. There shall be payable in respect of the professional services specified in the first column of the Fifth Schedule, when rendered by the Service, the fees specified in the third column of that Schedule.
8. There shall be payable for the hire of the plant and equipment specified in the first column of the Sixth Schedule, for use in the manner specified in the second column of that Schedule, the charges set out in the third column.

FIRST SCHEDULE

[Rules 2, 3.]

PART I - PLANTATION SPECIES

TREE SPECIES	CLEARFELLS Ksh./m ³	THINNINGS Ksh./m ³
<i>A: Grevillea robusta (Grevillea)</i>		
Logs less than 240 mm diameter	2,114	1,733
Logs of diameter 240 mm – 319 mm	2,461	2,018
Logs of diameter 320 mm – 399 mm	2,840	2,329
Logs of diameter 400 mm – 479 mm	3,555	2,915
Logs of diameter 480 mm – 559 mm	3,978	3,262
Logs of diameter 560 mm and over	4,311	3,535
<i>B: Juniperus procera (Cedar)</i>		
Logs less than 240 mm diameter	5,043	4,136
Logs of diameter 240 mm – 319 mm	5,870	4,813

Forest Conservation and Management

[Subsidiary]

FIRST SCHEDULE—continued

TREE SPECIES	CLEARFELLS Ksh./m ³	THINNINGS Ksh./m ³
Logs of diameter 320 mm – 399 mm	6,775	5,556
Logs of diameter 400 mm – 479 mm	8,482	6,955
Logs of diameter 480 mm – 559 mm	9,491	7,782
Logs of diameter 560 mm and over	10,284	8,433
<i>C. Vitex keniensis (Meru Oak)</i>		
Logs less than 240 mm diameter	3,020	2,476
Logs of diameter 240 mm – 319 mm	3,515	2,882
Logs of diameter 320 mm – 399 mm	4,057	3,327
Logs of diameter 400 mm – 479 mm	5,079	4,165
Logs of diameter 480 mm – 559 mm	5,683	4,660
Logs of diameter 560 mm and over	6,158	5,050

PART II - STUMPAGE FEES

A. CYPRESS			B. PINES		
	Clearfell	Thinning		Clearfell	Thinning
DBH (cm)	KSh./m ³	KSh./m ³	DBH (cm)	KSh./m ³	KSh./m ³
	2010/11	2010/11		2010/11	2010/11
15	2,375	1,972	15		N/A
16	2,375	1,972	16		N/A
17	2,398	1,991	17		N/A
18	2,421	2,010	18		N/A
19	2,444	2,029	19		N/A
20	2,468	2,049	20	2,222	1,844
21	2,492	2,069	21	2,243	1,862
22	2,511	2,084	22	2,260	1,876
23	2,532	2,102	23	2,279	1,892
24	2,553	2,119	24	2,298	1,907
25	2,577	2,139	25	2,320	1,925
26	2,596	2,155	26	2,337	1,939
27	2,611	2,167	27	2,350	1,951
28	2,627	2,180	28	2,364	1,962
29	2,644	2,195	29	2,380	1,975
30	2,661	2,209	30	2,395	1,988
31	2,678	2,222	31	2,410	2,000
32	2,692	2,234	32	2,423	2,011

Forest Conservation and Management

[Subsidiary]

FIRST SCHEDULE—continued

A. CYPRESS			B. PINES		
	<i>Clearfell</i>	<i>Thinning</i>		<i>Clearfell</i>	<i>Thinning</i>
<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>	<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>
	<i>2010/11</i>	<i>2010/11</i>		<i>2010/11</i>	<i>2010/11</i>
33	2,706	2,246	33	2,435	2,021
34	2,719	2,257	34	2,447	2,031
35	2,732	2,267	35	2,459	2,041
36	2,745	2,279	36	2,471	2,051
37	2,757	2,288	37	2,481	2,059
38	2,769	2,299	38	2,492	2,069
39	2,780	2,307	39	2,502	2,076
40	2,791	2,317	40	2,512	2,085
41	2,802	2,326	41	2,522	2,093
42	2,811	2,333	42	2,530	2,100
43	2,821	2,341	43	2,539	2,107
44	2,831	2,350	44	2,548	2,115
45	2,842	2,359	45	2,558	2,123
46	2,850	2,366	46	2,565	2,129
47	2,859	2,373	47	2,573	2,136
48	2,867	2,380	48	2,580	2,142
49	2,876	2,387	49	2,588	2,148
50	2,883	2,393	50	2,595	2,154
51	2,891	2,400	51	2,602	2,160
52	2,900	2,407	52	2,610	2,166
53	2,905	2,411	53	2,615	2,170
54	2,914	2,419	54	2,623	2,177
55	2,919	2,423	55	2,627	2,180
56	2,928		56	2,635	
57	2,933		57	2,639	
58	2,940		58	2,646	
59	2,945		59	2,650	
60	2,952		60	2,657	
61	2,957		61	2,661	
62	2,963		62	2,667	
63	2,969		63	2,672	
64	2,976		64	2,678	

Forest Conservation and Management

[Subsidiary]

FIRST SCHEDULE—continued

A. CYPRESS			B. PINES		
	<i>Clearfell</i>	<i>Thinning</i>		<i>Clearfell</i>	<i>Thinning</i>
<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>	<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>
	<i>2010/11</i>	<i>2010/11</i>		<i>2010/11</i>	<i>2010/11</i>
65	2,979		65	2,681	
66	2,986		66	2,687	
67	2,989		67	2,690	
68	2,994		68	2,695	
69	3,000		69	2,700	
70	3,005		70	2,705	
71	3,010		71	2,709	
72	3,014		72	2,712	
73	3,017		73	2,715	
74	3,022		74	2,720	
75	3,028		75	2,725	
76	3,031		76	2,728	
77	3,036		77	2,732	
78	3,039		78	2,735	
79	3,043		79	2,738	
80	3,044		80	2,740	
81	3,050		81	2,745	
82	3,053		82	2,748	
83	3,056		83	2,751	
84	3,062		84	2,756	
85	3,064		85	2,757	
86	3,067		86	2,760	
87	3,072		87	2,765	
88	3,073		88	2,766	
89	3,077		89	2,769	
90	3,079		90	2,771	
91	3,084		91	2,776	
92	3,086		92	2,777	
93	3,089		93	2,780	
94	3,091		94	2,782	
95	3,096		95	2,786	
96	3,098		96	2,788	

Forest Conservation and Management

[Subsidiary]

FIRST SCHEDULE—continued

A. CYPRESS			B. PINES		
	<i>Clearfell</i>	<i>Thinning</i>		<i>Clearfell</i>	<i>Thinning</i>
<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>	<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>KSh./m³</i>
	<i>2010/11</i>	<i>2010/11</i>		<i>2010/11</i>	<i>2010/11</i>
97	3,099		97	2,789	
98	3,103		98	2,793	
99	3,105		99	2,794	
100 and over	3,108		100 and over	2,797	

C. EUCALYPTUS

	<i>Clearfell</i>		
<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>DBH (cm)</i>	<i>KSh./m³</i>
20	1,975	71	2,408
21	1,994	72	2,411
22	2,009	73	2,413
23	2,026	74	2,418
24	2,043	75	2,422
25	2,062	76	2,425
26	2,077	77	2,429
27	2,089	78	2,431
28	2,101	79	2,434
29	2,115	80	2,435
30	2,129	81	2,440
31	2,142	82	2,443
32	2,154	83	2,445
33	2,165	84	2,449
34	2,175	85	2,451
35	2,185	86	2,454
36	2,196	87	2,458
37	2,206	88	2,459
38	2,215	89	2,462
39	2,224	90	2,463
40	2,233	91	2,467
41	2,242	92	2,469
42	2,249	93	2,471
43	2,257	94	2,473

Forest Conservation and Management

[Subsidiary]

FIRST SCHEDULE—continued

<i>Clearfell</i>			
<i>DBH (cm)</i>	<i>KSh./m³</i>	<i>DBH (cm)</i>	<i>KSh./m³</i>
44	2,265	95	2,477
45	2,273	96	2,478
46	2,280	97	2,479
47	2,287	98	2,482
48	2,294	99	2,484
49	2,301	100 and over	2,490
50	2,306		
51	2,313		
52	2,320		
53	2,324		
54	2,331		
55	2,335		
56	2,342		
57	2,346		
58	2,352		
59	2,356		
60	2,361		
61	2,366		
62	2,371		
63	2,375		
64	2,381		
65	2,383		
66	2,389		
67	2,391		
68	2,395		
69	2,400		
70	2,404		

D. PULPWOOD

	<i>Units</i>	<i>Price (KSh.)</i>
Pulpwood within pulpwood working circle but specifically managed for pulpwood	per cubic metre	1,972
Pulpwood from sawnwood areas and those managed as saw wood	per cubic metre	Price same as sawlog

SECOND SCHEDULE

[Rule 4.]

FEES FOR NATURAL FOREST TIMBER AND UNCOMMON EXOTIC SPECIES

BOTANICAL NAME	COMMON NAME	COMMON USAGE	Ksh/cu.m.
1. <i>Azela quanzensis</i>	Mbambakofi (kiswa)	Carving/floor/fum	5,150
2. <i>Albizia gummifera</i>	Mukuwe (kik)	Timber/veneer	3,260
3. <i>Angeles altissima</i>	Mukangu (kiluhya)	Timber/plywood	2,378
4. <i>Antiaris toxicaria</i>	Mulundu (kiluhya)	Timber/furniture	2,673
5. <i>Avicennia marina</i>	Mohu (kiswa)	Timber/poles	256
6. <i>Bosqueia phobeios</i>	Mbarakaya (kiswa)	Veneer/furniture	3,264
7. <i>Brachylaena hulletensis</i>	Muhugu (kik)	Carving/floor	4,458
8. <i>Brachystegia spectabilis</i>	Miti/Mirhi (kiswa)	Timber	2,180
9. <i>Brugulera gymnothiza</i>	Mvuli (kiswa)	Carving/timber/poles	256
10. <i>Chlorophora excelsa</i>	Mvule	Furniture/floor	5,149
11. <i>Chrysophyllum albidum</i>	Mululu (kiluhya)	Timber/plywood	2,673
12. <i>Combretum schumanii</i>	Munguru	Carving floor	3,266
13. <i>Cordia spp.</i>	Muringa, Mukomari Mungoma (kiluhya)	Furniture	4,458
14. <i>Croton macrostachys</i>	Mutundu (kik)	Const. Timber/plywood	2,173
15. <i>Croton megalocarpus</i>	Mukinduri (kik), Musine (kiluhya)	Const. Timber/plywood	2,173
16. <i>Dalbergia melanoxylon</i>	Molingo (kiswa), Ebony (English)	Carving/Mus Inst.	5,149
17. <i>Dombeja goetzenii</i>	Mukeu (kik)	Joinery	3,266
18. <i>Euphorbia spp.</i>	Euphorbia	Plywood	2,673
19. <i>Fagara macrophylla</i>	Shikuma (kiluhya)	Furniture	3,266
20. <i>Ficus spp.</i>	Satinwood	Plywood	2,673
21. <i>Funtumia africana</i>	Mutondo (kak)	Const. Timber/plywood	2,673
22. <i>Hagenia abyssinica</i>	Rosewood	Joinery, fum./Floor	5,149
23. <i>Juniperus procera</i>	Cedar	Joinery, fum./Floor	5,940
24. <i>Mbesopsis emini</i>	Mutele (kiluhya) Mals	Joinery, fum./Floor	3,266
25. <i>Mbenikara butugi</i>	Kydlani (kak)	Timber/furniture	3,266
26. <i>Mbenikara zanzibarensis</i>	Ngambo (kiswa)	Boats/fum./Joinery	4,277
27. <i>Newtonia buchananii</i>	Mukil (kimeru)	Timber/furniture	3,266
28. <i>Newtonia pauciflora</i>	Mkanani	Timber	3,266
29. <i>Ocotea usambarensis</i>	Camphor (English) Muthali (kik)	Joinery/furniture	10,299
30. <i>Olea africana</i>	Mutamalyu (kik)	Floor/carving	5,149

Forest Conservation and Management

[Subsidiary]

BOTANICAL NAME	COMMON NAME	COMMON USAGE	Ksh./cu.m.
31. <i>Olea hochstetteri</i>	Mucharage (kik)	Flooring/carving/furniture	5,149
32. <i>Olea welwitschii</i>	Elgon Olive (Eng.) Loriodo (kiluhya)	Flooring/carving/furniture	6,748
33. <i>Podocarpus africana</i>	Podo	Timber/furniture	3,970
34. <i>Polyscias kikuyuensis</i>	Mutati (kik)	Plywood	3,260
35. <i>Prunus africana</i>	Muri (kik)	Lorries/bridges/flooring	5,149
36. <i>Trachylobium verrucosum</i>	Mutandarusi	Boats/furn./Timber	3,266
37. <i>Trichilia roka</i>	Muyama (kak)	Furniture/veneer	3,266
38. <i>Vitex keniensis</i>	Meru Oak (Eng) Muhuru (kik)	Furniture/veneer	5,149
39. <i>Acacia melanoxylon</i>	Kanunga (kik)	Floor/c arving	4,000
40. <i>Araucaria spp.</i>		Timber	1,600
41. <i>Casuarina equisetifolia</i>	Mvinje (kiswa)	Timber/Poles	1,600
42. <i>Erythrophleum guinensis</i>	Mkelekele		3,266
43. <i>Cynmetra webberi</i>	Mfunda		3,266
44. <i>Nesogordonia parvifolia</i>	Mlunza		3,266
45. <i>Vitex doniana</i>	Mfundu		3,266
46. <i>Terminalia kilimandscharica</i>	Mbambaro		3,266
47. <i>Terminalia catappa</i>	Mukungu		3,266
48. <i>Nesogordonia spp.</i>	Mnomvi		3,266
49. All others			3,266

THIRD SCHEDULE

[Rule 5.]

OTHER FOREST PRODUCTS

Produce	Units	Price (KSh.)
(1) Bamboo	Per piece	55
(2) Withies	Per piece < 5 cm. diameter	10
(3) Firewood	Per cubic meter (commercial – clearfell)	1,200
	Per cubic meter (Salvaging)	600
	Monthly Fuel Licence (M.F.L.)	100
(4) Cut Stone	Cut Stone Licence (annual)	12,000
	20 m by 20 m plot	30,000

Forest Conservation and Management

[Subsidiary]

THIRD SCHEDULE—continued

Produce	Units	Price (KSh.)
(5) Culvert	Per piece	3,500
(6) Limestone	Per metric ton	190
(7) Crushed stone	Per metric ton	200
(8) Quarry waste	Per metric ton	100
(9) Sand	Ordinary per metric ton	200
	Silica per metric ton	350
(10) Murrain	Per metric ton	300
(11) Soil	Per metric ton	300
(12) Grass	Gunny bag or Head load	50
(13) Moss	Gunny bag or Head load	120
(14) Asparagus Fern	Per Kg.	30
(15) Bamboo Tips	Per Kg.	33
(16) Gum and resin	Per Kg.	8
(17) Honey	Per group per year (Community)	1,500
	Per year (Commercial)	10,000
(18) Red ochre	Per head load of 25 kg.	22
(19) Camping fee	Adult per night	650
	Child per night	100
(20) Guest House	Guest House per night – Ordinary	500
	Guest House per night – Medium	850
	Guest House per night – Premium	1,000
	Kenya Forestry College Guest House	1,500
(21) Ranger Services	Escort of visitor per Ranger per excursion	1,000
(22) Observation Platforms	Bird Hides, Watch Towers, Tree Platforms	150,000
(23) Forest land rent	For cultivation per acre/year	500
	Urban (Cities, Municipalities)	20,000
	For commercial purposes per acre per year (other areas)	10,000
	Mangrove areas per acre	20,000
(24) Building Poles	(a) Hardwoods	
	Between 5-10cm. Butt diam. per piece	60
	10-15cm. Butt diam. per piece	350
	(b) Exotic Softwoods	
	Between 5-10cm. Butt diam. per piece	50
	10-15cm. Butt diam. per piece	300
All other sizes to be sold at respective timber price in cu.m.		

Forest Conservation and Management

[Subsidiary]

THIRD SCHEDULE—continued

<i>Produce</i>	<i>Units</i>	<i>Price (KSh.)</i>
(25) Transmission Poles	Extra Light	2,806
	Light	2,906
	Medium	3,006
	Stout	3,106
(26) Cedar Poles	Less than 15cm. diam. per m.	30
	15-20cm. diam. per m.	55
	Sizes above 20cm. diameter to be sold at respective timber rates	
(27) Mangroves	More than 35cm. diameter butt per metre	700
	Banaa (20.1-35cm.) diameter butt per metre	750
	Per piece	70
	Nguzo (13.1-20.0cm.) diameter butt per score	600
	Per piece	60
	Boriti (9.1-13.0cm.) diameter butt per score	500
	Per piece	50
	Mazio (6.1-9.0cm.) diameter butt per score	400
	Per piece	40
	Pau (4.1-6.0cm.) diameter per score	200
	Per piece	30
	Fitos (less 4.0cm.) diameter per score	60
	Per piece	20
(28) Facilities within Mangrove Areas	Docking (annual)	150,000
	Boat Repair Yard (annual)	100,000
	Jetty – for commercial use (annual)	35,000
	Jetty – non-commercial use (annual)	5,000
	Board walk – Commercial (annual)	15,000
	Board walk – Community/groups (annual)	2,000
	Saltworks (annual)	500,000
(29) Christmas trees	Potted	
	Less than 1 metre per tree	300
	1-2 metres per tree	500
	Above 2 metres per tree	700
	Cuttings per metre	200
(30) Plants	(a) Single plants in less than 15 cm. diameter of polythene tube per plant	
	Exotic	10

THIRD SCHEDULE—continued

<i>Produce</i>	<i>Units</i>	<i>Price (KSh.)</i>
	Indigenous	0
	(b) Single plants in more than 15 cm. diameter of polythene tubes per plant	
	Exotic	50
	Indigenous	75
	(c) Plants lifted from Swaziland beds per plant	
	Exotic	4
	Indigenous	5
	(d) Plants in boxes of approximately 55 seedlings per box	250
(31) Croton Seeds	Croton Megalocarpus seed for biodiesel per kg	4
	Licence fee for Seed collection – bio-diesel (annual)	100,000
(32) Barks	Green (stacked) Wattle Barks per cubic m.	1345
	Other barks per kg.	45

FOURTH SCHEDULE

[Rule 6.]

FEES FOR FOREST ACTIVITIES

<i>Produce</i>	<i>Units</i>	<i>Price (KSh.)</i>
(1) Water Reservoirs	For commercial consumption – Large (annual)	50,000
	For commercial consumption – Small (annual)	20,000
	Dam – Small up to 1 million cu.m. (annual)	350,000
	Dam – Large more than 1 million cu.m. (annual)	1,000,000
	Water tank – Small up to diameter of 6m (annual)	5,000
	Water tank – Large – more than diameter of 6m (annual)	10,000
(2) Water abstraction	Water easement (Once)	15,000
	Wayleave – Small – up to 1 m. diameter (annual) per Km	5,000
	Wayleave – Large – more than 1 m. diameter (annual) per Km	20,000

Forest Conservation and Management

[Subsidiary]

FOURTH SCHEDULE—*continued*

<i>Produce</i>	<i>Units</i>	<i>Price (KSh.)</i>
	Borehole (Annual)	50,000
	Monitoring Boreholes (Not for production) (annual)	50,000
(3) Fish-farming annual licence	Fish-farming (fresh water) – 300 square meters	30,000
	Fish-farming (fresh water) – over 300 square meters	100,000
(4) Aquaculture	Aquaculture (Marine) – Large annual	75,000
	Aquaculture (Marine) – Small annual	20,000
(5) Grazing	Cattle per animal per month	100
	Sheep per animal per month	40
(6) Installation of Transmitters and Transceivers	Mobile phone firms (annual)	250,000
	Radio Stations (annual)	150,000
	TV Stations (annual)	250,000
	Data logging mast – Wind energy (annual)	50,000
(7) Licences (Annual)	General Forest Licence (GFL)	10,000
	Small sawmills (<10 cu.m timber/day)	30,000
	Medium s/mills (11-20 cu.m timber/day)	45,000
	Large scale s/mills (>20 cu.m. timber/day)	80,000
	Pulp and Paper	200,000
	Plywood	150,000
	Pole treatment plant	160,000
	Resin Extraction	160,000
	Quarrying	50,000
	Commercial fuelwood	30,000
	Prospecting	50,000
(8) Timber Movement Permit	2-4 tonnes	1,000
	5-7 tonnes	1,500
	Over 7 tonnes	2,000
	Imported timber per consignment	20,000
(9) Charcoal Movement Permit	Per bag	20
(10) Forest Recreation (Entry fee)		
(a) Kenya and EAC citizens	Adults per day	200
	Child per day	50
	School parties per day	20

FOURTH SCHEDULE—*continued*

<i>Produce</i>	<i>Units</i>	<i>Price (KSh.)</i>
(b) Residents	Adults per day	400
	Child per day	100
	School parties per day	50
(c) Non-residents	Adults per day	600
	Child per day	150
(11) Hire of grounds	Urban (Cities) per day	40,000
	Urban (Municipalities) per day	20,000
	Others per day	15,000
(12) Filming rights	Per day	40,000
(13) Electricity way leave	Per acre per annum Cities & Municipalities	20,000
	Per acre per annum Other areas	10,000
(14) Wayleave residue materials	Merchantable Mixed Indigenous materials per cu.m	800
(15) Prospecting for minerals	Prospecting for minerals (annual)	100,000
	Drilling per hole	50,000
(16) Geothermal power (Private developers)	Conservation fees per MW per annum	100,000
(17) Small Hydros	Conservation fees per MW per annum	100,000
(18) Wind Turbine	Conservation fees per turbine per MW per annum	100,000
	Data Logging mast – Wind energy (annual)	50,000
(19) Research permit	(a) East African citizens	5,000
	(b) Non-residents	40,000

FIFTH SCHEDULE

[Rule 7.]

PROFESSIONAL SERVICES RENDERED BY THE SERVICE

Valuation, EIA, tree inventory		5% of gross value
Timber grading	Per consignment (up to 25 cu.m)	5,000
Printing in Colour	A4	100
	A3	500
	A1	1,000
	A0	1,500

Forest Conservation and Management

[Subsidiary]

Valuation, EIA, tree inventory		5% of gross value
Lamination of maps	A4	400
	A3	1,000
	A1	1,500
	A0	2,500
Ammonia prints	A4	100
	A3	150
	A1	300
	A0	500
Digitizing of maps per feature		3,500
Scanning of maps	A4	200
	A3	500
	A1	750

SIXTH SCHEDULE

[Rule 8.]

HIRE OF PLANTS AND EQUIPMENTS

Grader	per hour	5,000
Doser	per hour	10,000
Low loader	per kilometre	40
Smooth Roller	per hour	1,000
Tipper	per kilometre	40
Water bowser	per hour	2,000
Concrete mixer	per day	5,000
Bus	per kilometre	30

DECLARATION OF A PROVISIONAL FOREST

[L.N. 214/2010.]

SCHEDULE

All that piece of land measuring approximately 22,016.4 hectares otherwise known as Kipini Wildlife and Botanical Conservancy comprising of parcel Nos. 14, 20, 564, 558 and L.R. Nos. 12217/3, 12217/4, 12217/5, 12217/6, 12217/7, 12217/8, 12217/9, 12217/10, 12217/11, 12217/12, 12217/13, 12217/14, 12217/15, 12217/16, 12217/17, 12217/18, 12217/19, 12217/20, 12217/21, 12217/22, 12217/23, 12217/24, 12217/25, 12217/26, 12217/27 and 12217/28 situated approximately 10 kilometres east of Witu Township, Lamu District.

DECLARATION OF FORESTS, 2012

LIKIA EXTENSION FOREST

[L.N. 68/2012.]

SCHEDULE

The area of land measuring approximately 544.50 hectares known as Likia Extension adjoining the Eastern boundary of Eastern Mau Forest, situated approximately one kilometre West of Likia Township in Molo District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/413 which is signed and sealed with the seal of the Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Elburgon.

AMARA FOREST

[L.N. 69/2012.]

SCHEDULE

The area of land measuring approximately 1050 hectares of pristine forest known as L.R. No. 25148 adjoining the Western boundary of Eastern Mau Forest, situated approximately fourteen kilometres South West of Elburgon Township in Molo District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/412 which is signed and sealed with the seal of the Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Molo.

DECLARATION OF FORESTS, 2013**MNANGEI/SIYOI FOREST**

[L.N. 22/2013.]

SCHEDULE

An area of land approximately 25.00 hectares, known as Mnangei/Siyoi/53 situated approximately 2 kilometres south-west of Kapenguria Town, West Pokot County/District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/411, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, West Pokot.

MAKUNGA FOREST

[L.N. 23/2013.]

SCHEDULE

An area of land approximately 252.53 hectares, known as L.R. No. 6992/2, adjoining the eastern boundary of Mount Elgon Forest, situated approximately 25 kilometres west of Kitale Municipality, in the Trans Nzoia County/District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/389, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Kitale.

MARANGA FOREST

[L.N. 24/2013.]

SCHEDULE

An area of land approximately 218.5 hectares, situated approximately 12 kilometres east of Embu Municipality, in Embu Municipality, in Embu District/County, Eastern Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/206, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Embu.

MUTHA FOREST

[L.N. 25/2013.]

SCHEDULE

An area of land approximately 1,785.00 hectares, situated approximately 63 kilometres south-east of Kitui Town, in the Kitui District/County, Eastern Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/317, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Kitui.

[Subsidiary]

MAAI FOREST

[L.N. 26/2013.]

SCHEDULE

An area of land approximately 515.00 hectares, situated approximately 80 kilometres north-east of Kitui Town in Kitui District/County, Eastern Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/319, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Kitui.

NTHOANI FOREST

[L.N. 27/2013.]

SCHEDULE

An area of land approximately 1,387.00 hectares, situated approximately 68 kilometres south-east of Kitui Town in Kitui District/County, Eastern Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/320, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Kitui.

MISANGO HILLS FOREST

[L.N. 28/2013.]

SCHEDULE

An area of land approximately 103.7 hectares, known as Kisa/Mwikalikha/1690A, situated approximately 16 kilometres south-west of Kakamega Municipality, in Butere/Mumias District/County, Eastern Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/409, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Butere.

WAYU FOREST

[L.N. 29/2013.]

SCHEDULE

An area of land approximately 42,512.20 hectares, depicted on an extract of 1:50,000 sheet No. 179/1, situated approximately 22 kilometres west of Lamu Township, in Tana River District/County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/416, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Tana River.

HEWANI FOREST

[L.N. 30/2013.]

SCHEDULE

An area of land approximately 2,698.2 hectares, depicted on an extract of 1:50:000 sheets Nos. 179/1, 179/2, 179/3 and 179/4, situated approximately 18 kilometres west of Lamu Township, in Tana River District/County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/417, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Tana River.

MWINA FOREST

[L.N. 31/2013.]

SCHEDULE

An area of land approximately 3,347.20 hectares, depicted on an extract of 1:50,000 sheet No. 179/1, situated approximately 22 kilometres west of Lamu Township, in Tana River District/County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/415, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Tana River.

KOKANI FOREST

[L.N. 32/2013.]

SCHEDULE

An area of land approximately 61,495.5 hectares, depicted on an extract of 1:50,000 sheet Nos. 167/3 and 4 and 178 and 2, situated approximately 28 kilometres west of Lamu Township, in Tana River District/County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No 175/420, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Tana River.

GOT OTARO FOREST

[L.N. 33/2013.]

SCHEDULE

An area of land approximately 0.18 hectares, known as West Karachuonyo/Kokoth "A"/427, situated approximately 14 kilometres west of Kendu Bay Township, in the South Nyanza District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/422, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Oyugis.

[Subsidiary]

KIMANYI FOREST

[L.N. 34/2013.]

SCHEDULE

An area of land approximately 2.5 hectares, known as Kodera/Kamiyawa/785, situated approximately 10 kilometres of Oyugis Township and 1.5 kilometres north-west of Kodera Forest, south Nyanza District, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/421, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Oyugis.

GOD KWER FOREST

[L.N. 35/2013.]

SCHEDULE

An area of land approximately 1.3 hectares, known as West Suna/Wiga/810, situated approximately 16 kilometres west of Migori Township, Migori District, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/418, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Suna.

WIRE FOREST

[L.N. 36/2013.]

SCHEDULE

An area of land approximately 387.3 hectares, situated approximately 20 kilometres north-west of Kisii Town, in the South Nyanza District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/299, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Homa Bay.

RANEN FOREST

[L.N. 37/2013.]

SCHEDULE

An area of land approximately 66.60 hectares, comprised of Kamasonga/Parcel No. 1055 and Kodera Lwora/Parcel No. 758, situated approximately 6 kilometres north-east of Awendo Trading Centre, in the South Nyanza District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/236, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Homa Bay.

KUJA BULL CAMP FOREST

[L.N. 38/2013.]

SCHEDULE

An area of land approximately 17.50 hectares, known as Kamasonga/Parcel No. 447, situated approximately 11 kilometres north-east of Awendo Trading Centre, in the south Nyanza District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/234, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Homa Bay.

BANGALI FOREST

[L.N. 39/2013.]

SCHEDULE

An area of land approximately 119.373.0 hectares, known as Bangali Forest, situated approximately 4 kilometres west of Garissa Township, Tana River District, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/426, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Tana River.

MBALAMBALA FOREST

[L.N. 40/2013.]

SCHEDULE

An area of land approximately 4.253.5 hectares, known as Mbalambala Forest, situated approximately 60 kilometres north-west of Ganssa Township, Tana River District/County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/427, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Tana River.

RAMOGI FOREST

[L.N. 41/2013.]

SCHEDULE

An area of land approximately 399.50 hectares, known as Yimbo/Usigu/2743, situated approximately 24 kilometres north-west of Bondo Township, Siaya District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/423, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Bondo.

[Subsidiary]

ABIERO HILL FOREST

[L.N. 42/2013.]

SCHEDULE

An area of land approximately 62.5 hectares, known as south Sakwa/Migwena/807, situated approximately 9 kilometres south of Bondo Township, Siaya District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No 175/425, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Bondo.

LAMBWE FOREST

[L.N. 43/2013.]

SCHEDULE

An area of land approximately 724.2 hectares, situated approximately 14 kilometres south-west of Homa Bay Town in Suba District/County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/424, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Mbita.

DECLARATION OF FORESTS, 2015**EXTENSION OF A PROVISIONAL FOREST, 2015**

[L.N. 63/2015.]

SCHEDULE

All that parcel of land measuring approximately 22,016.4 hectares otherwise known as the Kipini Wildlife and Botanical Conservancy comprising parcels Nos. 14, 20, 564 and 558 and LR. Nos. 12217/3, 12217/4, 12217/5, 12217/6, 12217/7, 12217/8, 12217/9, 12217/10, 12217/11, 12217/12, 12217/13, 12217/14, 12217/15, 12217/16, 12217/17, 12217/18, 12217/19, 12217/20, 12217/21, 12217/22, 12217/23, 12217/24, 12217/25, 12217/26, 12217/27 and 12217/28 situated approximately ten kilometres east of Witu Township, in the Counties of Tana River and Lamu.

STATE FORESTS**MAKUTANI FOREST**

[G.N. 943/2015.]

SCHEDULE

An area of land measuring approximately 451,430.7 hectares in size situated 35 kilometers north of Lamu Township, Garissa County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 1751434, which is signed and sealed with the seal of the Survey of Kenya and deposited at the Survey Records Office, Survey of Kenya, Nairobi Office, and a copy of which may be examined at the office of the Ecosystem Conservator, Garissa. and Kenya Forest Service Headquarters, Nairobi.

LOIMA FOREST

[G.N. 944/2015.]

SCHEDULE

An area of land measuring approximately 19,139.2 hectares in size situated 44 kilometres west of Lodwar Township, Turkana County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 1751436, which is signed and sealed with the seal of the Survey of Kenya and deposited at the Survey Records Office, Survey of Kenya, Nairobi Office, and a copy of which may be examined at the office of the Ecosystem Conservator, Baringo, and Kenya Forest Service Headquarters, Nairobi.

PANDA NGUO FOREST

[G.N. 945/2015.]

SCHEDULE

An area of land measuring approximately 451,430.7 hectares in size situated 40 kilometres west of Lamu Township, Lamu County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 1751434, which is signed and sealed with the seal of the Survey of Kenya and deposited at the Survey Records Office, Survey of Kenya, Nairobi Office, and a copy of which may be examined at the office of the Ecosystem Conservator, Lamu, and Kenya Forest Service Headquarters, Nairobi.

DECLARATION OF FORESTS, 2017**INSARIA HILL FOREST**

[L.N. 118/2017.]

SCHEDULE

An area of land approximately 4.57 hectares, situated approximately eight kilometers South of Kisii Township, Kisii County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/437, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi, and a copy of which may be inspected at the office of the Ecosystem Conservator, Kisii County, and the Kenya Forest Service Headquarters, Nairobi.

NYANGWETA FOREST

[L.N. 119/2017.]

SCHEDULE

An area of land approximately 18.53 hectares, situated approximately twenty-six kilometers South-west of Kisii Township, Kisii County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/438, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Kisii County, and the Kenya Forest Service Headquarters, Nairobi.

NDONYO HILL FOREST

[L.N. 120/2017.]

SCHEDULE

An area of land approximately 12.59 hectares, situated approximately thirty-three kilometers South-west of Kisii Township, Kisii County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/439, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Kisii County, and the Kenya Forest Service Headquarters, Nairobi.

NGERI HILL FOREST

[L.N. 121/2017.]

SCHEDULE

An area of land approximately 16.21 hectares, situated approximately twelve kilometers West of Kisii Township, Kisii County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/440, which is signed and sealed with the seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Kisii County, and the Kenya Forest Service Headquarters, Nairobi.

[Subsidiary]

RITUMBE FOREST

[L.N. 122/2017.]

SCHEDULE

An area of land approximately 9.57 hectares, situated approximately fourteen kilometers South-west of Kisii Township, Kisii County, Nyanza Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/441, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Kisii County and the Kenya Forest Service Headquarters, Nairobi.

INSARIA BASS/MASEIGE FOREST NURSERY FOREST

[L.N. 123/2017.]

SCHEDULE

An area of land approximately 4.65 hectares, situated approximately twenty kilometers South of Kisii Township, Kisii County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/442, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Kisii County, and the Kenya Forest Service Headquarters, Nairobi.

RANGWA HILLFOREST

[L.N. 124/2017.]

SCHEDULE

An area of land approximately 1,294.74 hectares, situated approximately thirty-five kilometres South-west of Homa Bay Town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/444, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GOD NYAINGU FOREST

[L.N. 125/2017.]

SCHEDULE

An area of land approximately 31.57 hectares, situated approximately thirty-five kilometres North-east of Homa Bay Town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/445, which is signed and sealed with the seal of the Survey of Kenya. And deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

KODERA HILL FOREST

[L.N. 126/2017.]

SCHEDULE

An area of land approximately 703.90 hectares, situated approximately twenty-five kilometres South-east of Homa Bay Town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/446, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GOD JOPE FOREST

[L.N. 127/2017.]

SCHEDULE

An area of land approximately 30.44 hectares, situated approximately sixteen kilometres South-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/447, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

ASEGO HILL FOREST

[L.N. 128/2017.]

SCHEDULE

An area of land approximately 18.98 hectares, situated approximately one kilometre South-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/448, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

NYASORE FOREST

[L.N. 129/2017.]

SCHEDULE

An area of land approximately 2.65 hectares, situated approximately fifty kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/449 which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay county and the Kenya Forest Service Headquarters, Nairobi.

[Subsidiary]

SAMANGA HILL FOREST

[L.N. 130/2017.]

SCHEDULE

An area of land approximately 10.25 hectares, situated approximately fifty kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/450, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GOD KOPOLO FOREST

[L.N. 131/2017.]

SCHEDULE

An area of land approximately 11.54 hectares, situated approximately fifteen kilometres South-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/451, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

URIANDA HILL FOREST

[L.N. 132/2017.]

SCHEDULE

An area of land approximately 18.96 hectares, situated approximately fourteen kilometres West of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/452, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

AYWAYA HILLS FOREST

[L.N. 133/2017.]

SCHEDULE

An area of land approximately 126.14 hectares, situated approximately eighteen kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/453, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

NYAKAYIEMBA FOREST

[L.N. 134/2017.]

SCHEDULE

An area of land approximately 44.57 hectares, situated approximately thirteen kilometres South-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/454, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

LUGONGO FOREST

[L.N. 135/2017.]

SCHEDULE

An area of land approximately 227.29 hectares, situated approximately thirty-five kilometres North-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/455, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and Kenya Forest Service Headquarters, Nairobi.

HOMA HILLS FOREST

[L.N. 136/2017.]

SCHEDULE

An area of land approximately 1,010.08 hectares, situated approximately seventeen kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/456, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

CHABERA FOREST

[L.N. 137/2017.]

SCHEDULE

An area of land approximately 17.41 hectares, situated approximately sixty-two kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/457, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

[Subsidiary]

AGAI HILL FOREST

[L.N. 138/2017.]

SCHEDULE

An area of land approximately 14,76 hectares, situated approximately sixty-three kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/458, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

KAMONDI HILL FOREST

[L.N. 139/2017.]

SCHEDULE

An area of land approximately 2.00 hectares, situated approximately fifty-two kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/459, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

MFANGANO FOREST

[L.N. 140/2017.]

SCHEDULE

An area of land approximately 553.08 hectares, situated approximately fifty kilometres North-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/464, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GEMBE FOREST

[L.N. 141/2017.]

SCHEDULE

An area of land approximately 2,755.01 hectares, situated approximately thirty kilometres North-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/460, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GOT OKOMBO FOREST

[L.N. 142/2017.]

SCHEDULE

An area of land approximately 2.23 hectares, situated approximately fifty kilometres North-east of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/461, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

GOD OOGO FOREST

[L.N. 143/2017.]

SCHEDULE

An area of land approximately 2.80 hectares, situated approximately fifty-three kilometres North-east of Homa Bay Town, Homa Bay County, the boundaries of which are more particularly delineated. edged green, on Boundary Plan No. 175462, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

RURI HILLS FOREST

[L.N. 144/2017.]

SCHEDULE

An area of land approximately 809.90 hectares, situated approximately sixteen kilometers North-west of Homa Bay town, Homa Bay County, the boundaries of which are more particularly delineated edged green on Boundary Plan No. 175/463, which is signed and sealed with the seal of the Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Homa Bay County and the Kenya Forest Service Headquarters, Nairobi.

[Subsidiary]

DECLARATION OF PUBLIC FORESTS, 2017**BONI-LUNGI FOREST**

[L.N. 261/2017.]

SCHEDULE

An area of land approximately 39,925.7 hectares, situated approximately thirty kilometres north of Lamu Township, Lamu County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/433, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Lamu and Kenya Forest Service Headquarters, Nairobi.

BONI-IJARA FOREST

[L.N. 262/2017.]

SCHEDULE

An area of land approximately 451,430.7 hectares, situated approximately thirty-five kilometres north of Lamu Township, Garissa County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/434, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator, Garissa and Kenya Forest Service Headquarters, Nairobi.

PANDA NGUO FOREST

[L.N. 263/2017.]

SCHEDULE

An area of land approximately 41,316.0 hectares, situated approximately forty kilometres west of Lamu Township, Lamu County, Coast Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/435, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Lamu and Kenya Forest Service Headquarters, Nairobi.

LOIMA FOREST

[L.N. 264/2017.]

SCHEDULE

An area of land approximately 19,739.2 hectares, situated approximately forty-four kilometres west of Lodwar Township, Turkana County, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/436, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Turkana and Kenya Forest Service Headquarters, Nairobi.

MUKUTANI FOREST

[L.N. 265/2017.]

SCHEDULE

An area of land approximately 13,195.8 hectares, situated approximately forty-four kilometres north East of Kabarnet Township, Baringo County, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/437, which is signed and sealed with a seal of Survey of Kenya, and deposited at the Survey Records Office, Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Ecosystem Conservator Baringo and Kenya Forest Service Headquarters, Nairobi.
