

FS Agreement No. 20-GN-11091300-017  
Cooperator Agreement No. \_\_\_\_\_

**GOOD NEIGHBOR AGREEMENT**  
**Between**  
**NATURAL RESOURCES, WISCONSIN DEPT OF**  
**And the**  
**USDA FOREST SERVICE,**  
**CHEQUAMEGON-NICOLET NATIONAL FOREST**

This Good Neighbor Agreement is hereby made and entered into by and between the Natural Resources, Wisconsin Dept of, hereinafter referred to as the “State” and the USDA Forest Service, Chequamegon-Nicolet National Forest, hereinafter referred to as the “Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206 as amended, 16 USC 2113a, (Good Neighbor Authority (GNA))and Wis. Stats. ss. 20.370(1)(cz), 20.370(1)(mv) and 28.15. The CFDA for this agreement is 10.691, Good Neighbor.

**Title: Good Neighbor Agreement (2020-2030) with the State of Wisconsin.**

**I. PURPOSE:**

The purpose of this Good Neighbor Agreement is to provide the framework and to document the cooperative effort between the parties for authorized forest, rangeland, and watershed restoration services in accordance with the following provisions.

The State and the Forest Service enter into this agreement as a cooperative effort to perform forest, rangeland, and watershed restoration services. These services could include, but are not limited to, treating insect and disease infected trees; implementing hazardous fuel reduction; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat. This agreement covers the entire suite of activities that meet the goals and objectives identified in the Chequamegon-Nicolet Land and Resource Management Plan and that are authorized under Good Neighbor Authority. Timber Sales may be conducted on National Forest System lands as approved in Appendix A, B, C, D, E & F of this Agreement.

**II. GOOD NEIGHBOR AUTHORITY OBJECTIVES:**

The Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. This Good Neighbor Agreement provides an opportunity for the parties to carry out “authorized forest, rangeland, and watershed restoration services”. All Forest Service functional areas may utilize this Agreement with the condition that the activities must be an authorized forest, rangeland, and watershed restoration service. The Forest Service Program Manager and Budget Official must ensure that funding used is appropriate for the work performed.



Authorized forest, rangeland, and watershed restoration services include activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat.

The reconstruction, repair, or restoration of an NFS system road that is necessary to carry out authorized restoration services is authorized. Any such roads reconstructed, repaired or restored that were previously identified as not needed according to 36 CFR 212.5(b)(2) must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project. The Good Neighbor Authority excludes construction of paved or permanent roads or parking areas, and construction, alteration, repair, or replacement of public buildings or works. Projects are not authorized in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted by an Act of Congress or Presidential proclamation.

The Forest Service will retain National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) (NEPA) responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this Good Neighbor Authority shall not be delegated.

All projects proposed for completion under this Agreement will undergo a collaborative process. The collaborative process will ensure that both parties understand the goals and objectives of the agreed upon restoration services and all necessary rules, regulations, and policies as outlined in this Agreement.

### **III. THE FOREST SERVICE SHALL:**

- A. Perform in accordance with the attached Scope of Work and Financial Plan, Appendix A and B, and Appendix C, D, E, & F.
- B. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on NFS lands shall not be delegated to the State.
- C. Ensure appropriate boundary line determination and designation is completed prior to implementation of project activities.
- D. Inform the State of any changes in Good Neighbor Agreement policy, law and regulations.
- E. Recognize the State's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- F. STATEMENT OF MUTUAL INVOLVEMENT. To perform the Agency's stewardship and land management responsibilities, and meet the requirements in the Good Neighbor Authority, the Forest Service must be involved in the development and implementation of any work performed on NFS lands. The Forest Service's specific responsibilities are described in detail in the attached and hereby incorporated Statement of Work.



#### IV. THE STATE SHALL:

- A. Perform in accordance with the attached Scope of Work and Financial Plan, Appendix A, B, C, D, E, & F.
- B. LEGAL AUTHORITY. The State shall (as allowed in Wis. Stat. 28.15) have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs (through Wis. Stat. 20.370(2)(mv)), when applicable.
- C. OMB CIRCULARS AND OTHER REGULATIONS. This Agreement is subject to the OMB Governmentwide Guidance for Grants & Agreements found in subparts A through E of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles.

Electronic copies of the CFRs can be obtained at the following internet site:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 715-362-1388 or 573-341-7477.

Effective October 1, 2010, the State is required to report information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." For more information, see 2 CFR Part 170.

- D. CONTRACT REQUIREMENTS (State). When procuring property and services under this Agreement, the State must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.
- E. NON-FEDERAL STATUS FOR STATE PARTICIPANT LIABILITY. The State agree(s) that any of their employees, volunteers, sub-Cooperators, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the State hereby agrees to assume these responsibilities to the extent provided by law.

Further, the State shall provide any necessary training to their employees, volunteers, sub-Cooperators, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The State shall also supervise and direct the work of its employees and volunteers, and participants performing under this Agreement.

- F. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT. The State shall maintain current information in SAM until receipt of final payment. This



requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, SAM means the Federal repository into which an entity must provide information required to conduct business as a cooperator. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

- G. SUBAWARDS. The State shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- H. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is shown in the NICRA provided by the State.

Indirect cost rates must be formalized in a written agreement between the cognizant agency and the State. Requirements are set forth in appendices to 2 CFR 200.

(1) If the State does not have a previously established indirect cost rate with a Federal agency, the State shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The State will be reimbursed for indirect costs at the tentative rate reflected in the budget until the rate is formalized in a negotiated indirect cost rate agreement (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.

(2) As new NICRAs are agreed to between the State and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

(3) If the NICRA is for a provisional rate, the State shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

(4) Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the Forest Service.

- I. PROGRAMMATIC CHANGES. The State shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.
- J. NOTIFICATION. The State shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this agreement. Also, notification must be given in case of problems, delays or adverse conditions that materially



impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

K. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending June 30. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the Good Neighbor Agreement.

L. TRAFFICKING IN PERSONS.

1. Provisions applicable to a cooperator that is a private entity (State is not a private entity).
  - a. You as a cooperator, your employees, subrecipients under this agreement, and subrecipients' employees may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect;or
    - (3) Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
    - (1) Is determined to have violated a prohibition in paragraph 1.a of this provision; or
    - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".
2. Provision applicable to a Cooperator (the State) other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)".



3. Provisions applicable to any cooperator.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph 1.a of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity":
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

M. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The State may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The State must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph



- (a) of this award provision are no longer in effect.
3. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If the Government determines that the State is not in compliance with this award provision, it;
    - a. Will prohibit the State's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - b. May pursue other remedies available for the State's material failure to comply with award terms and conditions.
- N. The State may offer National Forest timber for sale as a cooperator for the Forest Service. When this occurs, the Forest Service and the State must agree to practices and procedures for timber sale preparation, offer, finance and administration when developing the timber sale plan in the Good Neighbor agreement.
1. All work performed by the State on NFS land must meet applicable federal laws, regulations, and orders, including requirements of associated documents such as NEPA decisions, Forest Plans, and silviculture prescriptions.
  2. The State may follow its regular sale preparation, contracting, administration and other procedures when they meet Forest Service objectives, are acceptable to the responsible line officer, and are agreed to in the Good Neighbor Agreement.
  3. The Forest Service will not have a direct contract relationship with the timber purchaser.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. JOINT STATEMENT OF WORK (SOW). Both parties will collaborate in the development of a SOW, which is incorporated and made a part of this agreement as Appendix A. At a minimum, the SOW must clearly provide a plan of operations and quality control for project work, identify activities to be performed, and the responsible party. The funding for those activities will correspond to and be reflected in the financial plan. A timeline for the work activities should be included to serve as a monitoring tool for both parties, and to help ensure completion of the work within the period of performance of the SOW. The work described in the SOW must reflect the activities approved in the applicable National Environmental Policy Act (NEPA) document and any mitigation activities identified therein.
- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



- C. There is no statutory match required for this authority; however the State is encouraged to provide available resources to projects of mutual benefit. All funding and contributions will be captured on the Financial Plan, Appendix B.
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

**Principal State Contacts:**

| <b>State Project Coordinator</b>   | <b>State Administrative Contact</b>   |
|--|---|
| Name: Rebecca Diebel, Policy Advisor<br>Address: P.O. Box 7921<br>City, State, Zip: Madison, WI 53707<br>Telephone: 608-444-5774<br>FAX: 608-266-8576<br>Email: <a href="mailto:Rebecca.diebel@wisconsin.gov">Rebecca.diebel@wisconsin.gov</a> | Name: Jeff Stagg, Budget and Grants Section Chief<br>Address: P.O. Box 7921<br>City, State, Zip: Madison, WI 53707<br>Telephone: 608-267-0580<br>FAX: 608-266-8576<br>Email: <a href="mailto:Jeffrey.stagg@wisconsin.gov">Jeffrey.stagg@wisconsin.gov</a> |
| Name: Jeff Olsen, National Forest Specialist<br>Address: 107 Sutliff Ave.<br>City, State, Zip: Rhinelander, WI 54501<br>Telephone: 715-892-0699<br>Email: <a href="mailto:Jeffrey.olsen@wisconsin.gov">Jeffrey.olsen@wisconsin.gov</a>         |   |

**Principal Forest Service Contacts:**

| <b>Forest Service Project Coordinator Special Authorities Program Manager (Forest-wide)</b>   | <b>Forest Service Project Contact Timber Program Manager (Forest-wide)</b>   |
|---|--|
| Name: Adam Felts<br>Address: 500 Hanson Lake Road<br>City, State, Zip: Rhinelander, WI 54501<br>Telephone: 715-362-1335<br>FAX: 715-369-8859<br>Email: <a href="mailto:adam.felts@usda.gov">adam.felts@usda.gov</a> | Name: Karl Welch, Timber Sale Contracting Officer<br>Address: 500 Hanson Lake Road<br>City, State, Zip: Rhinelander, WI 54501<br>Telephone: 715-362-1329<br>FAX: 715-369-8859<br>Email: <a href="mailto:karl.welch@usda.gov">karl.welch@usda.gov</a> |

- E. ADVANCE AND REIMBURSABLE PAYMENTS. Advance and reimbursable payments are approved under this Good Neighbor Agreement. Only costs for those project activities approved in (1) the initial agreement, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.





Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the State receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this agreement must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment:

The invoice must be sent by one of three methods (email is preferred):

EMAIL: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to: Karl Welch, [karl.welch@usda.gov](mailto:karl.welch@usda.gov) and  
Adam Felts, [Adam.Felts@usda.gov](mailto:Adam.Felts@usda.gov)

- F. OVERPAYMENT. Any funds paid to the State in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the State to the U.S. Forest Service:
- a. Any royalties or other special classes of program revenue which, under the provisions of the agreement, are required to be returned.
  - b. If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:
    - i. Making an administrative offset against other requests for reimbursement.
    - ii. Withholding advance payments otherwise due to the State.
    - iii. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

- G. REVENUE. Revenue received by a State from the sale of Federal timber shall be held, expended, and accounted for by the State in accordance with the Good Neighbor Authority. Revenue shall be expended for mutually agreed upon authorized restoration work under a Good Neighbor agreement on National Forest System lands. The State may assess their indirect administrative costs approved under the Good Neighbor Agreement as an indirect rate against the revenue as it is expended, following the terms of their NICRA or



alternatively they may use the de minimis rate of 10% if they do not have a NICRA (See 2 CFR 200.414).

Except as provided below, the State may not offer, nor may the Forest Service request, the return of any revenue as the State is responsible for performance of the revenue-funded restoration work under this Good Neighbor agreement. Should the State elect to have the Forest Service perform the required reforestation (KV work), Brush Disposal, or required Road Maintenance they may enter into a separate Collection Agreement under the authority of the Cooperative Funds Act of June 30, 1914, 16 USC 498 as amended by PL 104-127.

The authority to enter into new agreements that generate revenue or transfer revenue from one Good Neighbor agreement to another expires October 1, 2023.

- H. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this Good Neighbor Agreement is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year. The State will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.
- I. USE OF GOVERNMENT OWNED VEHICLE. Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement
- J. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The State may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.
- K. PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the Good Neighbor Agreement activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period,
- Reason(s) for delay if established goals were not met,

The State shall submit annual performance reports. These reports are due (90) days after the reporting period. The final performance report shall be submitted either with the final payment request, or separately, but not later than 90 days from the expiration date of the Good Neighbor Agreement.



- L. COORDINATION OF LAW ENFORCEMENT. Either party to this agreement shall provide to the other party, any and all reports of violations of law cited within the project area or otherwise associated with the activities of the agreement.
- M. NOTICES. Any notice given by the Forest Service or the State will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Agreement.
- To the State, at the address shown in this Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- N. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
- O. ELIGIBLE WORKERS. The State shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The State shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this agreement.
- P. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise therefrom, either directly or indirectly.
- Q. DRUG-FREE WORKPLACE.
1. The State agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
    - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
    - b. Specify the actions the State will take against employees for violating that prohibition; and
    - c. Let each employee know that, as a condition of employment under any award, the employee:
      - (1) Shall abide by the terms of the statement, and
      - (2) Shall notify the State in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.



2. The State agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The established policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation and employee assistance programs; and
    - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
  3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
  4. The State agrees to immediately notify the Forest Service Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after the State learns of the conviction.
  5. Within 30 calendar days of learning about an employee's conviction, the State must either
    - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
    - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- R. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552)



or Wisconsin's Open Records Law (Wis. Stats. ss. 19.31-19.39). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give public notice of the receipt of this Agreement and, from time to time, to announce progress and accomplishments.
- The State may call on Forest Service's Office of Communication for advice regarding public notices. The State is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.
- V. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- W. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this Agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.
- X. GOVERNMENT-FURNISHED PROPERTY. The State may use Forest Service property furnished under this Agreement only for performing tasks assigned in this Agreement. The State shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished



property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Partner Liability for Government Property.*

1. Unless otherwise provided for in the Agreement, the State shall not be liable for loss, damage, destruction, or theft to the Forest Service property furnished or acquired under this agreement, except to the extent of State law when any one of the following applies—
    - a. The risk is covered by insurance or the State is otherwise reimbursed (to the extent of such insurance or reimbursement).
    - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the State's managerial personnel. The State's managerial personnel, in this clause, means the State's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the State's business; all or substantially all of the State's operation at any one plant or separate location; or a separate and complete major industrial operation.
  2. The State shall take all reasonable actions necessary to protect the Forest Service property from further loss, damage, destruction, or theft. The State shall separate the damaged and undamaged Forest Service property, place all the affected Forest Service property in the best possible order, and take such other action as the Property Administrator directs.
  3. The State shall do nothing to prejudice the Forest Service's rights to recover against third parties for any loss, damage, destruction, or theft of Forest Service property.
  4. Upon the request of the Forest Service Grants and Agreements Specialist, the State shall, at the Forest Service's expense, furnish to the Forest Service all reasonable assistance and cooperation, including the prosecution of suit and the execution of Agreements of assignment in favor of the Forest Service in obtaining recovery.
- Y. TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and the State agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by either party, setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Agreement must not accomplish the purpose for which the Agreement was made, the Forest Service may terminate the agreement upon 30 days written notice in its entirety.



Upon termination of an Agreement, the State shall not incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to the State for the Forest Service share of obligations that cannot be canceled and were properly incurred by the State up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

Z. DISPUTES.

1. Any dispute under this agreement must be decided by the Forest Service Signatory Official. The Signatory Official shall furnish the State a written copy of the decision.
2. Decisions of the Forest Service Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the State appeals the decision to Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the State.
3. In order to facilitate review on the record by the Director, AQM, the State shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.
5. The final decision by the Director, AQM does not preclude the State from pursuing remedies available under the law.

AA. DEBARMENT AND SUSPENSION. The State shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the State or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The State shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-cooperators or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary Cooperator.

BB. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.



Any unobligated balance of cash advanced to the State or any unspent revenue must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.345.

Within a maximum of 90 days following the date of expiration or termination of this Agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the State.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

CC. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

DD. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the last signature.

The start date of this Agreement is December 1, 2019, pre-award costs are authorized pursuant to 2 CFR 200.458.

The end date, or expiration date is 10 years from the date of the last signature. This instrument may be extended by a properly executed modification.

EE. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement. In witness whereof, the parties have executed this Agreement as of the last date written below.

*Betu Bill*  
\_\_\_\_\_  
for PRESTON D. COLE, Secretary  
Wisconsin Department of Natural Resources  
Date *2/28/20*

*[Signature]*  
\_\_\_\_\_  
for PAUL I.V. STRONG, Forest Supervisor  
U.S. Forest Service, Chequamegon-Nicolet National  
Forest  
Date *3/12/2020*





The authority and format of this Agreement has been reviewed and approved for signature.

TINA SMITH  
U.S. Forest Service Grants Management Specialist

2/19/20  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0239. The time required to complete this information collection is estimated to average 1 hour per response. The total response time to complete the entire package is estimated to average 4 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

## APPENDIX A STATEMENT OF WORK

### **Project description and agreed-to activities:**

The State of Wisconsin, Department of Natural Resources (the State) and the Forest Service, Chequamegon-Nicolet National Forest (Forest Service) enter into this Agreement as a cooperative effort to perform forest, rangeland, and watershed restoration services including activities on and off National Forest lands to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat. This Agreement covers the entire suite of activities that meet the goals and objectives identified in the Chequamegon-Nicolet National Forest Land and Resource Management Plan and that are authorized under Good Neighbor Authority. This Agreement is intended to cover a ten-year period in total. However, the specific project areas and treatment activities shall be identified on an annual basis and consequently this Agreement shall be amended annually to incorporate additions and subtractions from the list of agreed activities.

During years one through three the primary focus of this Agreement will be on commercial timber harvest forest restoration projects; however, non-timber restoration projects may be considered based on available revenue. During years four and five the focus will be on both timber and non-timber restoration projects. During years six through ten, the focus of the agreement will shift to implementing non-timber restoration projects and finishing previously contracted commercial timber forest restoration projects; however, additional timber projects may be included. The intent is to enter into future agreements with the Forest Service.

The State and Forest Service shall identify project areas and treatment activities on an annual basis, with an overall objective of accelerating the pace and scale of restoration activities on U.S. Forest Service lands. Through this acceleration of restoration activities, the Forest Service will move closer to meeting the Goals and Objectives, along with associated outputs, as described in the 2004 Chequamegon-Nicolet National Forest Land and Resource Management Plan. The projects and treatments identified for approximately the next 12-month period will be identified specifically in Appendix C. Annually, the Forest Service and the State shall review project accomplishments, discuss current status of projects, identify future project areas and treatments for the next 12 month period, and shall formally amend this agreement, including Appendices B and C, to designate additional projects and treatments. Additionally, the Forest Service and the State may amend this agreement at any other time to address and respond to changing social or environmental conditions, including salvage treatments.

### **Map and description of the project area, treatment activities, acres to be treated, timeline for work activities, and other agreed-to activities:**

See Appendix C for a detailed list of projects and treatments, which includes the agreed treatment locations (maps or legal descriptions), treatment types, and approximate acres to be treated. The treatments identified in Appendix C are targeted to be established over the coming 12-18 months and administered and completed within approximately 48 months. When necessary a more detailed timeline for activities may be identified in appendix C. Typically for commercial timber harvest projects the State will conduct the following phases: timber sale establishment (silvicultural prescription preparation, harvest boundary lay-out, timber designation, cruising, and contract development), timber sale administration (advertising, bid awarding, sale area inspections, scaling, billing, contract enforcement), and reforestation establishment as needed (site preparation, seeding, planting, release, and periodic regeneration monitoring). For restoration projects other than commercial timber harvests and

reforestation establishment, Appendix C shall include treatment types, locations, and acres and shall identify specific tasks to be completed by the State and Forest Service.

**Plan of operations & quality control plan:**

The Forest Service and the State shall complete agreed to activities as outlined throughout this Good Neighbor Authority project agreement, including all appendices. Principal contacts identified in this Agreement and future modifications shall communicate quarterly, at a minimum, to ensure operations are proceeding according to the agreement. Local Forest Service District contacts and local State field staff contacts will be identified to coordinate and communicate at the field level. Appendix C contains a detailed list of projects, treatments, and tasks to be completed by the State and Forest Service. The work to be completed by the State as part of this agreement shall be conducted by a combination of DNR staff, Wisconsin county forestry departments' staff, and private forestry consultants. Participating county forestry departments shall enter into separate agreements with the State as contractors for the State.

See Appendix F for the State Good Neighbor Project Operating Procedures. This document contains standard operating procedures for Good Neighbor Authority projects, including quality control measures. Appendix F shall supplement the existing State DNR policies and procedures for conducting project activities, including timber harvests, as established by law, administrative rule, DNR manual code, DNR handbooks (particularly the Timber Sale Handbook 2461 and the Public Forest Lands Handbook 2460.5), and other DNR policy documents. Appendix F shall act to clarify existing procedures as they relate to Good Neighbor Authority projects and to establish new procedures, where existing procedures are insufficient to address Good Neighbor Authority projects. Appendix F shall be reviewed periodically, in conjunction with identification of additional project areas, and updated as needed to ensure all required policies and procedures are clearly addressed and agreed to.

**Principal State Project Contacts:**

|  |  |
|--|--|
| <b>Wisconsin DNR GNA Operations Leader (Statewide)</b>   | <b>State Project Contact Lakewood-Laona District Area</b>  |
| Jeff Olsen, National Forest Specialist<br>107 Sutliff Ave.<br>Rhineland, WI 54501<br>715-892-0699<br>Jeffrey.olsen@wisconsin.gov | Avery Jehnke<br>15085 State HWY 32<br>Lakewood, WI 54138<br>920-604-5631<br>averyA.jenhke@wisconsin.gov                |
| <b>State Project Contact Medford-Park Falls District Area</b>  | <b>State Project Contact Eagle-Florence District Area</b>  |
| Maggie Lorenz<br>875 S. 4 <sup>th</sup> Ave.<br>Park Falls, WI 54522<br>715-492-1970<br>Margaret.lorenz@wisconsin.gov            | Kelsey Dencker<br>404 N. Lake Street<br>Crandon, WI 54520<br>715-216-0286<br>Kelsey.dencker@wisconsin.gov              |
| <b>State Project Contact Great Divide District Area</b>  | <b>State Project Contact Washburn District Area</b>  |
| David Todus<br>10220 State Road 27<br>Hayward, WI 54843<br>715-577-1806<br>David.Todus@wisconsin.gov                             | Larin Krautkramer<br>203 East Bayfield Street<br>Washburn, WI 54891<br>715-781-5149<br>Larin.krautkramer@wisconsin.gov |

**Principal Forest Service Project Contacts:**

|  |   |
|--|---|
| <b>Project Contact, Special Authorities Coordinator (Statewide)</b>  | <b>Project Contact, Timber Program Manager (Statewide)</b>  |
| Adam Felts<br>500 Hanson Lake Road<br>Rhineland, WI 54501<br>715-362-1335<br>Fax: 715-369-8859<br>Adam.felts@usda.gov                                  | Karl Welch<br>500 Hanson Lake Road<br>Rhineland, WI 54501<br>715-362-1329<br>Fax: 715-369-8859<br>Karl.welch@usda.gov                     |
| <b>Project Contact Park Falls-Medford District Area</b>  | <b>Project Contact Great Divide District Area</b>   |
| Melanie Fullman<br>1170 4th Ave. S.<br>Park Falls, WI 54552<br>Telephone: 715-762-5107<br>FAX: 715-762-5179<br>Email: mfullman@usda.gov                | Mike Martin<br>P.O. Box 126<br>Glidden, WI 54527<br>Telephone: 715-264-2511<br>FAX: 715-264-3307<br>Email: mikemartin@usda.gov            |
| <b>Project Contact Eagle River-Florence District Area</b>  | <b>Project Contact Lakewood-Laona District Area</b>   |
| Chad Kirschbaum<br>1247 E. Wall Street<br>Eagle River, WI 54521<br>Telephone: 715-479-2827 Ext. 14<br>FAX: 715-479-6407<br>Email: ckirschbaum@usda.gov | Michael Brown<br>15085 State Rd 32<br>Lakewood, WI 54138<br>Telephone: 715-276-6333<br>FAX: 715-276-3594<br>Email: michaelwbrown@usda.gov |
| <b>Project Contact Washburn District Area</b>  |   |
| Brad Turberville<br>P.O. Box 578<br>Washburn, WI 54891<br>Telephone: 715-373-2667 x5224<br>Email: bturberville@usda.gov                                |   |

**SPECIFICATIONS:**

See Appendix C for project specifications. Typically for commercial timber harvest projects the State will conduct the following phases: timber sale establishment (silvicultural prescription preparation, harvest boundary lay-out, timber designation, cruising, and contract development), timber sale administration ( advertising, bid awarding, sale area inspections, scaling, billing, contract enforcement), and reforestation establishment as needed (site preparation, seeding, planting, release, and periodic regeneration monitoring). Appendix C shall specify the activities that will not be conducted by the State. For restoration projects other than commercial timber harvests, Appendix C shall include treatment types, locations, and acres and shall identify specific tasks to be completed by the State and Forest Service.

The State will assume responsibility for artificial reforestation activities (see Appendix D section 6.E.1), but the Forest Service shall have a Certified Silviculturist verify that the seed/seedling stock is from a confirmed source and appropriate for the planting site.

**The State Shall:**

- I. Collaboratively review NEPA approved projects with Forest Service to select restoration projects and treatments. Set up accounting systems and codes to charge pre-award & future costs to and for maintaining revenue. Work with the Forest Service to identify and select project areas and types of project work. Take Forest Service data and import into state programs, when possible and beneficial. Identify objectives. Generate maps or utilize maps generated by the Forest Service.
- II. Work collaboratively with Forest Service to prepare or modify a statement of work (Appendix A), a financial plan (Appendix B), a list and maps of treatment activities (Appendix C), a timber removal plan (Appendix D), a GNA timber sale contract template (utilizing existing State DNR timber sale contract, Appendix E, and Forest Service Contract B & C provisions as necessary), and a plan of operations & quality control (Appendix F). Each of these shall be reviewed on an annual basis and updated as needed. Work with the Forest Service to include Forest Service policies addressed in GNA agreement, including Appendix E.
- III. Provide all silvicultural prescriptions prepared by the State to the Forest Service for approval prior to implementation. Review all silvicultural prescriptions provided by the Forest Service and request clarification if needed.
- IV. Identify all post sale activities included in the final approved silvicultural prescription that will be accomplished by the State and communicate the results to the Forest Service.
- V. Layout sale area boundaries, mark trees to cut or leave, and cruise timber.
- VI. Complete timber appraisal, create timber sale area map, complete draft timber sale contract. Provide timber sale contract along with other relevant documents from sale file to Forest Service for approval prior to soliciting bids.
- VII. Advertise sales in accordance with State procedures, solicit bids, and award contracts.
- VIII. Provide sold contract summary to Forest Service following each bid opening.
- IX. Administer contracts, conduct periodic inspections of contract work, and collect timber sale proceeds from contractor.
- X. Provide a report of timber sales completed on a quarterly basis, including volume removed, to the Forest Service. The report will be provided within 30 days of the end of the quarter.
- XI. Provide a report of other restoration services, including site preparation or reforestation activities, accomplished on a quarterly basis to the Forest Service.
- XII. Provide a summary report of project accomplishment on an annual basis following each state fiscal year to the Forest Service, to include timber removal volumes and acres for completed sales, revenue, other non-timber project work accomplishments, and Federal Financial Report, form SF-425.
- XIII. Utilize available revenue on approved activities prior to closeout of this Agreement. Check in regularly and prepare for the next agreement. Review of activities to date. Closeout agreement when needed and comply with any audit procedures.
- XIV. Recognize the need for Confidentiality of Culture Resources and their Protection in accordance with the following statement:
  - I. The Forest Service in accordance with Section 106 of the National Historic Preservation Act (NHPA), State Historic Preservation Officer (SHPO), and the Advisor Counsel on Historic Preservation (ACHP) abide by confidentiality of sensitive cultural and historic resources.
  - II. As stipulated in CFR 36.800-confidential cultural resource location information and report distribution should be restricted to those with a need to know. Cultural resources are nonrenewable and their scientific, cultural, and aesthetic values can be significantly impaired by disturbance. To deter vandalism and other activities that can damage cultural resources, the locations of these resources should be kept confidential

### **The Forest Service Shall:**

- I. Identify available NEPA approved projects. Identify road work needs on those NEPA approved projects which may be undertaken in part by the State. Work with State to identify project areas & treatments which the State is able to undertake. Grant Access to or transfer stand specific data to the state. Provide relevant NEPA decision documents & crosswalks and identify project specific measures needed to comply with the Forest Plan and NEPA decision. Identify objectives and/or treatments for project areas. Generate maps for use by State, if needed. Identify transportation system (roads) conditions & needs relative to the identified projects. Determine road closure needs. Identify mitigations required in NEPA. Provide any additional project or treatment specific information that is needed to ensure successful project implementation.
- II. Work collaboratively with State to prepare or modify a statement of work (Appendix A), a financial plan (Appendix B), a list and maps of treatment activities (Appendix C), a timber removal plan (Appendix D), a GNA timber sale contract template (utilizing existing State DNR timber sale contract, Appendix E, and Forest Service Contract B & C provisions as necessary), and a plan of operations & quality control (Appendix F). Each of these shall be reviewed on an annual basis and updated as needed. Work with the State to include Forest Service policies addressed in GNA agreement, including Appendix E.
- III. Silvicultural Prescriptions:
  - a. Provide silvicultural prescriptions signed by a Forest Service Certified Silviculturist to the State and provide clarification if requested. A Forest Service Certified Silviculturist is defined as a person who meets the requirements for experience and training, is certified by the Regional Forester and maintains certification every four years.
  - b. Have a Forest Service Certified Silviculturist review all silvicultural prescriptions prepared by the State. All silvicultural activities on National Forest System lands that cut, burn, establish, or otherwise modify forest vegetation must have a silvicultural diagnoses and prescription reviewed by a Forest Service Certified Silviculturist prior to implementing the project or treatment. Silvicultural treatments or treatment sequences include all management activities that control the establishment, growth, composition, health, and quality of forested lands to achieve stated land management objectives.

Prescriptions:

    - i. Shall be described in a concise, detailed, written document that outlines a timed sequence of treatment activities so that assigned personnel can implement treatments to meet management objectives and to comply with National Environmental Policy Act (NEPA) decisions, the Forest Plan, and other applicable laws and policies such as the National Forest Management Act (NFMA).
    - ii. Should include sufficient detail to ensure that implementation meet the intent of the prescription, including appropriate monitoring activities.
    - iii. Should describe desired future conditions based on current and anticipated site conditions and provide, in measurable terms, a basis for monitoring and evaluation.
    - iv. Shall be signed and dated by the author.
  - c. Approve State-written prescriptions by having a Forest Service Certified Silviculturist sign and date them and return them to the State for implementation under the terms of this agreement. If not approved, a Forest Service Certified Silviculturist shall provide written notification and request modification within 15 business days of notification. If the State cannot meet this resubmission deadline, they may provide a justification and an alternative completion timeframe for consideration.
- IV. Provide access to Forest Service systems, and commensurate training, to the State for completing agreed to activities, when beneficial and mutually agreed to.

- V. Review and approve draft timber sale contract documents submitted by the State, including timber appraisal, timber sale area map, and a complete draft timber sale contract. Approve or request modification within 15 business days of submission or provide written notification with justification and alternative completion timeframe.
- VI. Complete any required reporting of project accomplishments in Forest Service databases.
- VII. Ensure project funds are utilized on approved activities prior to closeout of agreement. Check in regularly and prepare for the next agreement. Review of activities to date. Closeout agreement when needed and comply with any audit procedures.
- VIII. Provide copy of sample contract with Sale Area Map to local Forest Service Law Enforcement personnel.
- IX. Complete review of known heritage/cultural sites within or adjacent to project locations. Identify/mark sites on the ground with pink/black striped flagging where disturbance avoidance is required. Provide map and/or GPS files of flaglines to the State.

## **APPENDIX B FINANCIAL PLAN**

Forest Service form FS-1500-17 is recommended, although other formats may be used as long as there is sufficient detail.

**\* See Financial Plan, attached on the next page, for a detailed budget breakdown.**

The financial plan budget breakdown is an estimate for the project period included. It is mutually understood and agreed that the final costs and revenues will vary and may exceed or fall short of estimated levels. It is imperative to monitor revenues and expenses to ensure adequate revenue has been or will be generated to complete project activities. Project activities identified in Appendix C may be delayed or dropped if revenue is insufficient.

Actual labor costs for work performed by the State staff or by County Forest staff will be accounted for using the actual hourly rate for each employee multiplied by the hours worked on approved GNA project activities, as reflected in Appendix B and Appendix C. These hourly rates may include overtime at the overtime pay rate that each employee is entitled to under their compensation plan or contract. A fringe rate shall be applied for all State and County Forest labor costs at the rate annually approved by the federal government for the State. Actual contracting expenses may be based on an hourly, area, volume, or other basis. An indirect cost rate may be applied to the subtotal of all direct costs.



Attachment: Exhibit B

USFS Agreement No.: 20-GN-11091300-017  
 Cooperator Agreement No.:

Mod. No.: 2020

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

| COST ELEMENTS               | FS Contributions |                            | State Contribution + Revenue |                                 | (e)<br>Total |
|-----------------------------|------------------|----------------------------|------------------------------|---------------------------------|--------------|
|                             | (a)<br>Noncash   | (b)<br>Cash<br>to<br>State | (c)<br>Noncash               | (d)<br>Project Revenue<br>Costs |              |
| Direct Costs                |                  |                            |                              |                                 |              |
| Salaries/Labor              | \$79,675.00      | \$0.00                     | \$0.00                       | \$200,000.00                    | \$279,675.00 |
| Travel                      | \$0.00           | \$0.00                     | \$0.00                       | \$10,000.00                     | \$10,000.00  |
| Equipment                   | \$12,405.50      | \$0.00                     | \$0.00                       | \$0.00                          | \$12,405.50  |
| Supplies/Services           | \$0.00           | \$0.00                     | \$0.00                       | \$5,000.00                      | \$5,000.00   |
| County Costs (other)        | \$0.00           | \$0.00                     | \$0.00                       | \$0.00                          | \$0.00       |
| Contracting                 | \$0.00           | \$0.00                     | \$0.00                       | \$5,000.00                      | \$5,000.00   |
| Subtotal                    | \$92,080.50      | \$0.00                     | \$0.00                       | \$220,000.00                    | \$312,080.50 |
| Coop Indirect Costs         |                  | \$0.00                     | \$0.00                       | \$0.00                          | \$0.00       |
| FS Overhead Costs           | \$9,208.05       |                            |                              |                                 | \$9,208.05   |
| Total                       | \$101,288.55     | \$0.00                     | \$0.00                       | \$220,000.00                    | \$321,288.55 |
| <b>Total Project Value:</b> |                  |                            |                              |                                 | \$321,288.55 |

|                                |
|--------------------------------|
| <b>Program Revenue Earned</b>  |
| <b>Program Revenue Balance</b> |

| Estimated     | Actual |
|---------------|--------|
| \$0.00        | \$0.00 |
| -\$220,000.00 | \$0.00 |

\*Trf to next year's revenue carryover

**WORKSHEET FOR**

**FS Non-Cash Contribution Cost Analysis, Column (a)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. Instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor   |            |           |  |             |
|--|------------|-----------|--|-------------|
| Standard Calculation   |            |           |  |             |
| Job Description  | Cost/Day   | # of Days |  | Total       |
| Forest Silviculturist (Overhead/Accomplishment Reporting)        | \$416.00   | 5.00      |  | \$2,080.00  |
| District Silviculturist (Rx Review)                              | \$335.00   | 35.00     |  | \$11,725.00 |
| District TMA (Contract Review/Outyear Planning)                  | \$335.00   | 25.00     |  | \$8,375.00  |
| Program Database Inputs (Accomplishment Reporting/Reforestation) | \$280.00   | 35.00     |  | \$9,800.00  |
| Appraisal/Billing/Harvest Reporting                              | \$280.00   | 15.00     |  | \$4,200.00  |
| Quality Control/Monitoring                                       | \$1,600.00 | 3.00      |  | \$4,800.00  |
| Quality Control Walkthroughs                                     | \$280.00   | 5.00      |  | \$1,400.00  |
| Program Management Resource work                                 | \$416.00   | 30.00     |  | \$12,480.00 |
| Program Management Agreements                                    | \$375.00   | 20.00     |  | \$7,500.00  |
| Data/File Sharing and Preparation                                | \$280.00   | 8.00      |  | \$2,240.00  |
| Implementation Resource Review/Outyear Planning                  | \$335.00   | 35.00     |  | \$11,725.00 |
| Assessment/Identification of Project Area                        | \$335.00   | 10.00     |  | \$3,350.00  |
| Non-Standard Calculation   |            |           |  |             |

|                             |                    |
|-----------------------------|--------------------|
| <b>Total Salaries/Labor</b> | <b>\$79,675.00</b> |
|-----------------------------|--------------------|

| Travel                   |           |           |            |        |
|--------------------------|-----------|-----------|------------|--------|
| Standard Calculation     |           |           |            |        |
| Travel Expense           | Employees | Cost/Trip | # of Trips | Total  |
|                          |           |           |            | \$0.00 |
|                          |           |           |            | \$0.00 |
|                          |           |           |            | \$0.00 |
| Non-Standard Calculation |           |           |            |        |

|                     |               |
|---------------------|---------------|
| <b>Total Travel</b> | <b>\$0.00</b> |
|---------------------|---------------|

| Equipment                |            |          |           |             |
|--------------------------|------------|----------|-----------|-------------|
| Standard Calculation     |            |          |           |             |
| Piece of Equipment       | # of Units | Cost/Day | # of Days | Total       |
| Fleet                    | 5.00       | \$28.85  | 86.00     | \$12,405.50 |
| Non-Standard Calculation |            |          |           |             |
|                          |            |          |           |             |

**Total Equipment** \$12,405.50

| Supplies/Materials       |            |           |  |       |
|--------------------------|------------|-----------|--|-------|
| Standard Calculation     |            |           |  |       |
| Supplies/Materials       | # of Items | Cost/Item |  | Total |
| Non-Standard Calculation |            |           |  |       |
|                          |            |           |  |       |

**Total Supplies/Materials** \$0.00

| Other                    |            |           |  |       |
|--------------------------|------------|-----------|--|-------|
| Standard Calculation     |            |           |  |       |
| Item                     | # of Units | Cost/Unit |  | Total |
| Non-Standard Calculation |            |           |  |       |
|                          |            |           |  |       |

**Total Printing** \$0.00

| Contracting              |            |           |  |       |
|--------------------------|------------|-----------|--|-------|
| Standard Calculation     |            |           |  |       |
| Item                     | # of Units | Cost/Unit |  | Total |
| Non-Standard Calculation |            |           |  |       |
|                          |            |           |  |       |

**Total Other** \$0.00

|                              |                    |
|------------------------------|--------------------|
| <b>Subtotal Direct Costs</b> | <b>\$92,080.50</b> |
|------------------------------|--------------------|

| Forest Service Overhead Costs  |                       |  |  |                   |
|--------------------------------|-----------------------|--|--|-------------------|
| Current Overhead Rate          | Subtotal Direct Costs |  |  | Total             |
| 10.00%                         | \$92,080.50           |  |  | \$9,208.05        |
| <b>Total FS Overhead Costs</b> |                       |  |  | <b>\$9,208.05</b> |

|                   |                     |
|-------------------|---------------------|
| <b>TOTAL COST</b> | <b>\$101,288.55</b> |
|-------------------|---------------------|

**WORKSHEET FOR**

**Program Revenue Project Cost Analysis**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element amounts may be deleted or added as needed, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/acre x # of acres, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee 6 days x \$200/day= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. 'daily rate,' on a line below the figures.

| Program Revenue Carry-over (from previous year's program revenue balance Actual) |                       | \$0.00  |
|--|-----------------------|---------|
|  | Estimates             | Actuals |
| Program Revenue Earned   | \$0.00                | \$0.00  |
| * Reforestation Transferred to FS via Collection Agreement                       |                       | \$0.00  |
| * Road Maintenance Transferred to FS via Collection Agreement                    |                       | \$0.00  |
| * Brush Disposal Transferred to FS via Collection Agreement                      |                       | \$0.00  |
| <b>TOTAL Transfer to FS via Collection Agreement</b>                             | \$0.00                | \$0.00  |
| <b>GNA Timber Expenses</b>   |                       |         |
| Salaries (FTE & LTE)   | \$112,500.00          |         |
| Fringe (FTE & LTE)   | \$87,500.00           |         |
| Total DNR Salaries/Labor   | \$200,000.00          |         |
| DNR Travel   | \$10,000.00           |         |
| Equipment purchase   | \$0.00                |         |
| DNR Supplies & Services  | \$5,000.00            |         |
| Contracting Expenses   | \$5,000.00            |         |
| Other  | \$0.00                |         |
| <b>TOTAL COST</b>  | \$220,000.00          | \$0.00  |
| <b>Program Income Projects</b>   |                       |         |
| Salaries (FTE & LTE)   | \$0.00                |         |
| Fringe (FTE & LTE)   | \$0.00                |         |
| Total DNR Salaries/Labor   | \$0.00                |         |
| DNR Travel   | \$0.00                |         |
| Equipment purchase   | \$0.00                |         |
| DNR Supplies & Services  | \$0.00                |         |
| Contracting Expenses   | \$0.00                |         |
| Other  | \$0.00                |         |
| <b>TOTAL COST</b>  | \$0.00                | \$0.00  |
| <b>Subtotal Direct Costs</b>   | \$220,000.00          | \$0.00  |
| <b>Total Indirect Costs</b>  |                       |         |
| Current Overhead Rate  | Subtotal Direct Costs |         |
| 0.00%  | \$220,000.00          | \$0.00  |
| <b>Total Indirect Costs</b>  | \$0.00                | \$0.00  |
| <b>TOTAL COST</b>  | \$220,000.00          | \$0.00  |
| <b>Program Revenue Balance</b>   | -\$220,000.00         | \$0.00  |

**WORKSHEET FOR**

**FS Cash to the State Cost Analysis, Column (b)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| <b>Salaries/Labor</b>       |  |          |           |  |        |
|-----------------------------|--|----------|-----------|--|--------|
| <b>Standard Calculation</b> |  |          |           |  |        |
| Job Description             |  | Cost/Day | # of Days |  | Total  |
|                             |  |          |           |  | \$0.00 |
|                             |  |          |           |  | \$0.00 |
|                             |  |          |           |  | \$0.00 |
|                             |  |          |           |  | \$0.00 |
|                             |  |          |           |  | \$0.00 |

**Non-Standard Calculation**

|                             |  |  |  |  |               |
|-----------------------------|--|--|--|--|---------------|
| <b>Total Salaries/Labor</b> |  |  |  |  | <b>\$0.00</b> |
|-----------------------------|--|--|--|--|---------------|

| <b>Travel</b>               |           |           |            |  |        |
|-----------------------------|-----------|-----------|------------|--|--------|
| <b>Standard Calculation</b> |           |           |            |  |        |
| Travel Expense              | Employees | Cost/Trip | # of Trips |  | Total  |
|                             |           |           |            |  | \$0.00 |
|                             |           |           |            |  | \$0.00 |

**Non-Standard Calculation**

|                     |  |  |  |  |               |
|---------------------|--|--|--|--|---------------|
| <b>Total Travel</b> |  |  |  |  | <b>\$0.00</b> |
|---------------------|--|--|--|--|---------------|

| <b>Equipment</b>            |            |          |           |  |        |
|-----------------------------|------------|----------|-----------|--|--------|
| <b>Standard Calculation</b> |            |          |           |  |        |
| Piece of Equipment          | # of Units | Cost/Day | # of Days |  | Total  |
|                             |            |          |           |  | \$0.00 |
|                             |            |          |           |  | \$0.00 |

**Non-Standard Calculation**

|                        |  |  |  |  |               |
|------------------------|--|--|--|--|---------------|
| <b>Total Equipment</b> |  |  |  |  | <b>\$0.00</b> |
|------------------------|--|--|--|--|---------------|

| Supplies/Materials   |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Supplies/Materials   | # of Items | Cost/Item | Total  |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |

**Non-Standard Calculation**

|                                 |  |  |               |
|---------------------------------|--|--|---------------|
| <b>Total Supplies/Materials</b> |  |  | <b>\$0.00</b> |
|---------------------------------|--|--|---------------|

| Printing             |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Paper Material       | # of Units | Cost/Unit | Total  |
|                      |            |           | \$0.00 |

**Non-Standard Calculation**

|                       |  |  |               |
|-----------------------|--|--|---------------|
|                       |  |  | \$0.00        |
| <b>Total Printing</b> |  |  | <b>\$0.00</b> |

| Other Expenses       |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Item                 | # of Units | Cost/Unit | Total  |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |

**Non-Standard Calculation**

|                    |  |  |               |
|--------------------|--|--|---------------|
| <b>Total Other</b> |  |  | <b>\$0.00</b> |
|--------------------|--|--|---------------|

|                              |               |
|------------------------------|---------------|
| <b>Subtotal Direct Costs</b> | <b>\$0.00</b> |
|------------------------------|---------------|

**Cooperator Indirect Costs**

|                                   |                       |  |               |
|-----------------------------------|-----------------------|--|---------------|
| Current Overhead Rate             | Subtotal Direct Costs |  | Total         |
|                                   | \$0.00                |  | \$0.00        |
| <b>Total Coop. Indirect Costs</b> |                       |  | <b>\$0.00</b> |

|                   |               |
|-------------------|---------------|
| <b>TOTAL COST</b> | <b>\$0.00</b> |
|-------------------|---------------|

## WORKSHEET FOR

### State Non-Cash Contribution Cost Analysis, Column ©

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor           |          |           |               |        |
|--------------------------|----------|-----------|---------------|--------|
| Standard Calculation     |          |           |               |        |
| Job Description          | Cost/Day | # of Days | Total         |        |
|                          |          |           |               | \$0.00 |
|                          |          |           |               | \$0.00 |
|                          |          |           |               | \$0.00 |
|                          |          |           |               | \$0.00 |
|                          |          |           |               | \$0.00 |
| Non-Standard Calculation |          |           |               |        |
|                          |          |           | <b>\$0.00</b> |        |

| Travel                   |           |           |               |        |
|--------------------------|-----------|-----------|---------------|--------|
| Standard Calculation     |           |           |               |        |
| Travel Expense           | Employees | Cost/Trip | # of Trips    | Total  |
|                          |           |           |               | \$0.00 |
|                          |           |           |               | \$0.00 |
|                          |           |           |               | \$0.00 |
| Non-Standard Calculation |           |           |               |        |
|                          |           |           | <b>\$0.00</b> |        |

| Equipment                |            |          |               |        |
|--------------------------|------------|----------|---------------|--------|
| Standard Calculation     |            |          |               |        |
| Piece of Equipment       | # of Units | Cost/Day | # of Days     | Total  |
|                          |            |          |               | \$0.00 |
|                          |            |          |               | \$0.00 |
|                          |            |          |               | \$0.00 |
| Non-Standard Calculation |            |          |               |        |
|                          |            |          | <b>\$0.00</b> |        |

| Supplies/Materials   |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Supplies/Materials   | # of Items | Cost/Item | Total  |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |

|                          |  |  |  |
|--------------------------|--|--|--|
| Non-Standard Calculation |  |  |  |
|--------------------------|--|--|--|

|                          |  |  |        |
|--------------------------|--|--|--------|
| Total Supplies/Materials |  |  | \$0.00 |
|--------------------------|--|--|--------|

| Printing             |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Paper Material       | # of Units | Cost/Unit | Total  |
|                      |            |           | \$0.00 |

|                          |  |  |  |
|--------------------------|--|--|--|
| Non-Standard Calculation |  |  |  |
|--------------------------|--|--|--|

|  |  |  |        |
|--|--|--|--------|
|  |  |  | \$0.00 |
|--|--|--|--------|

|                |  |  |        |
|----------------|--|--|--------|
| Total Printing |  |  | \$0.00 |
|----------------|--|--|--------|

| Other Expenses       |            |           |        |
|----------------------|------------|-----------|--------|
| Standard Calculation |            |           |        |
| Item                 | # of Units | Cost/Unit | Total  |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |
|                      |            |           | \$0.00 |

|                          |  |  |  |
|--------------------------|--|--|--|
| Non-Standard Calculation |  |  |  |
|--------------------------|--|--|--|

|             |  |  |        |
|-------------|--|--|--------|
| Total Other |  |  | \$0.00 |
|-------------|--|--|--------|

|                              |               |
|------------------------------|---------------|
| <b>Subtotal Direct Costs</b> | <b>\$0.00</b> |
|------------------------------|---------------|

| Cooperator Indirect Costs  |                       |  |        |
|----------------------------|-----------------------|--|--------|
| Current Overhead Rate      | Subtotal Direct Costs |  | Total  |
|                            | \$0.00                |  | \$0.00 |
| Total Coop. Indirect Costs |                       |  | \$0.00 |

|                   |               |
|-------------------|---------------|
| <b>TOTAL COST</b> | <b>\$0.00</b> |
|-------------------|---------------|



## APPENDIX C

The State shall conduct the following forest restoration activities, as needed, for the stands listed below:

1. Timber sale establishment (silvicultural prescription preparation, harvest boundary layout, timber designation, cruising, and contract development),
2. Timber sale administration (advertising, bid awarding, sale area inspections, scaling, billing, contract enforcement), and
3. Reforestation establishment as needed and agreed to during the silvicultural prescription process (site preparation, seeding, planting, release, and periodic regeneration monitoring).

November 2019 timber stands and maps listed below:

Medford/Park Falls Ranger District Stands cleared through NEPA

| NEPA Document                       | Area Name | Stand ID       | Acres | Timber Type        | Treatment   | Subtotal Acres | Subtotal Volume (MBF) |             |
|-------------------------------------|-----------|----------------|-------|--------------------|-------------|----------------|-----------------------|-------------|
| Park Falls Hardwoods                | Primate   | 09130101161017 | 10    | Aspen              | Clearcut    |                | 133                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161026 | 8     | Aspen/Hardwoods    | Improvement |                | 66                    |             |
| Park Falls Hardwoods                | Primate   | 09130101144038 | 85    | Northern Hardwoods | Selection   |                | 705                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161002 | 17    | Northern Hardwoods | Selection   |                | 144                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161011 | 13    | Aspen              | Clearcut    |                | 173                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161023 | 107   | Northern Hardwoods | Selection   |                | 888                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161034 | 9     | Aspen              | Clearcut    |                | 119                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161018 | 143   | Northern Hardwoods | Selection   |                | 1186                  |             |
| Park Falls Hardwoods                | Primate   | 09130101161032 | 37    | Northern Hardwoods | Selection   |                | 307                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161035 | 10    | Aspen              | Clearcut    |                | 133                   |             |
| Park Falls Hardwoods                | Primate   | 09130101144001 | 17    | Aspen/Hardwoods    | Improvement |                | 144                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161008 | 44    | Northern Hardwoods | Selection   |                | 365                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161014 | 34    | Aspen/Hardwoods    | Improvement |                | 282                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161019 | 30    | Northern Hardwoods | Selection   |                | 249                   |             |
| Park Falls Hardwoods                | Primate   | 09130101161020 | 9     | Aspen              | Clearcut    |                | 119                   |             |
| <b>sub-Total</b>                    |           |                |       |                    |             | <b>573</b>     | <b>5013</b>           |             |
| <b>Medford/Park Falls SUB-TOTAL</b> |           |                |       |                    |             |                | <b>573</b>            | <b>5013</b> |

Great Divide Ranger District Stands cleared through NEPA

| NEPA Document | Area Name   | Stand ID       | Acres | Timber Type        | Treatment | Subtotal Acres | Subtotal Volume (MBF) |
|---------------|-------------|----------------|-------|--------------------|-----------|----------------|-----------------------|
| Black Torch   | Moose Links | 09130200067017 | 19    | Northern Hardwoods | Selection |                | 76                    |
| Black Torch   | Moose Links | 09130200067072 | 10    | Aspen              | Clearcut  |                | 100                   |
| Black Torch   | Moose Links | 09130200067021 | 138   | Aspen              | Clearcut  |                | 1380                  |
| Black Torch   | Moose Links | 09130200067056 | 14    | Aspen              | Clearcut  |                | 140                   |
| Black Torch   | Moose Links | 09130200067009 | 22    | Aspen              | Clearcut  |                | 220                   |
| Black Torch   | Moose Links | 09130200067020 | 8     | Aspen              | Clearcut  |                | 80                    |

|   |                 |                |     |                |             |             |
|---|-----------------|----------------|-----|----------------|-------------|-------------|
| Black Torch   | Moose Links     | 09130200067006 | 53  | Aspen          | Clearcut    | 530         |
| Black Torch   | Moose Links     | 09130200067012 | 52  | Aspen          | Clearcut    | 520         |
| Black Torch   | Moose Links     | 09130200067007 | 11  | Birch          | Shelterwood | 66          |
| Black Torch   | Moose Links     | 09130200067029 | 19  | Aspen          | Clearcut    | 190         |
| Black Torch   | Moose Links     | 09130200067026 | 6   | Aspen          | Clearcut    | 60          |
| Black Torch   | Moose Links     | 09130200067016 | 39  | Aspen          | Clearcut    | 390         |
| Black Torch   | Moose Links     | 09130200067016 | 6   | Aspen          | Clearcut    | 60          |
| <b>sub-Total</b>  |                 |                |     |                | <b>397</b>  | <b>3812</b> |
| Black Torch   | West Bullwinkle | 09130200427027 | 98  | Aspen          | Clearcut    | 980         |
| Black Torch   | West Bullwinkle | 09130200427033 | 17  | Aspen          | Clearcut    | 170         |
| Black Torch   | West Bullwinkle | 09130200427006 | 42  | Aspen          | Clearcut    | 420         |
| Black Torch   | West Bullwinkle | 09130200437002 | 37  | Aspen          | Clearcut    | 370         |
| Black Torch   | West Bullwinkle | 09130200427012 | 33  | Aspen          | Clearcut    | 330         |
| Black Torch   | West Bullwinkle | 09130200427034 | 16  | Aspen          | Clearcut    | 160         |
| Black Torch   | West Bullwinkle | 09130200427038 | 36  | Mixed Conifer  | Thinning    | 144         |
| Black Torch   | West Bullwinkle | 09130200437001 | 14  | Aspen          | Clearcut    | 140         |
| Black Torch   | West Bullwinkle | 09130200437020 | 7   | Aspen          | Clearcut    | 70          |
| Black Torch   | West Bullwinkle | 09130200427024 | 39  | Aspen          | Clearcut    | 390         |
| <b>sub-Total</b>  |                 |                |     |                | <b>339</b>  | <b>3174</b> |
| Black Torch   | Click Clock     | 09130200122003 | 7   | Aspen          | Clearcut    | 70          |
| Black Torch   | Click Clock     | 09130200122001 | 11  | Aspen          | Clearcut    | 110         |
| Black Torch   | Click Clock     | 09130200132029 | 20  | Aspen          | Clearcut    | 200         |
| Black Torch   | Click Clock     | 09130200122024 | 115 | Mixed Hardwood | Selection   | 460         |
| Black Torch   | Click Clock     | 09130200122005 | 24  | Aspen          | Clearcut    | 240         |
| Black Torch   | Click Clock     | 09130200122004 | 10  | Mixed Hardwood | Selection   | 40          |
| <b>sub-Total</b>  |                 |                |     |                | <b>187</b>  | <b>1120</b> |
| <b>Great Divide SUB-TOTAL</b>                               |                 |                |     |                |             |             |
| <b>923 8106</b>   |                 |                |     |                |             |             |
| <b>Washburn Ranger District Stands cleared through NEPA</b> |                 |                |     |                |             |             |

| NEPA Document                 | Area Name         | Stand ID       | Acres | Timber Type | Treatment | Subtotal Acres | Subtotal Volume (MBF) |
|-------------------------------|-------------------|----------------|-------|-------------|-----------|----------------|-----------------------|
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500202020 | 18    | Red Pine    | Thinning  |                | 99                    |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500203020 | 28    | Red Pine    | Thinning  |                | 154                   |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500203009 | 48    | Red Pine    | Thinning  |                | 264                   |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500203001 | 10    | Red Pine    | Thinning  |                | 55                    |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500203018 | 13    | Red Pine    | Thinning  |                | 72                    |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500202022 | 17    | Red Pine    | Thinning  |                | 94                    |
| Chequamegon Red Pine Thinning | GNA20 FiveCorners | 09130500203002 | 75    | Red Pine    | Thinning  |                | 413                   |
| <b>sub-Totals</b>             |                   |                |       |             |           | <b>209</b>     | <b>1151</b>           |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500182038 | 9     | Red Pine    | Thinning  |                | 50                    |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500182005 | 8     | Red Pine    | Thinning  |                | 44                    |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183043 | 45    | Red Pine    | Thinning  |                | 248                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500185034 | 29    | Red Pine    | Thinning  |                | 160                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183036 | 5     | Red Pine    | Thinning  |                | 28                    |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500184015 | 44    | Red Pine    | Thinning  |                | 242                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500163001 | 20    | Red Pine    | Thinning  |                | 110                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500182035 | 22    | Red Pine    | Thinning  |                | 121                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183006 | 24    | Red Pine    | Thinning  |                | 132                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183038 | 116   | Red Pine    | Thinning  |                | 638                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183039 | 28    | Red Pine    | Thinning  |                | 154                   |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500184025 | 212   | Red Pine    | Thinning  |                | 1166                  |
| Chequamegon Red Pine Thinning | GNA20 Long Lake   | 09130500183014 | 21    | Red Pine    | Thinning  |                | 116                   |
| <b>sub -Totals</b>            |                   |                |       |             |           | <b>583</b>     | <b>3209</b>           |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207022 | 27    | Red Pine    | Thinning  |                | 149                   |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207011 | 30    | Red Pine    | Thinning  |                | 165                   |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207014 | 31    | Red Pine    | Thinning  |                | 171                   |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500205003 | 28    | Red Pine    | Thinning  |                | 154                   |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207035 | 26    | Red Pine    | Thinning  |                | 143                   |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207012 | 9     | Red Pine    | Thinning  |                | 50                    |
| Chequamegon Red Pine Thinning | GNA20 Teuton      | 09130500207020 | 36    | Red Pine    | Thinning  |                | 198                   |

|                               |              |                |    |          |          |                  |
|-------------------------------|--------------|----------------|----|----------|----------|------------------|
| Chequamegon Red Pine Thinning | GNA20 Teuton | 09130500207016 | 50 | Red Pine | Thinning | 275              |
| Chequamegon Red Pine Thinning | GNA20 Teuton | 09130500207024 | 41 | Red Pine | Thinning | 226              |
| Chequamegon Red Pine Thinning | GNA20 Teuton | 09130500207025 | 33 | Red Pine | Thinning | 182              |
| <b>sub -Totals</b>            |              |                |    |          |          | <b>311 1713</b>  |
| <b>Washburn SUB-TOTAL</b>     |              |                |    |          |          |                  |
|                               |              |                |    |          |          | <b>1103 6073</b> |

**Eagle River/Florence Ranger District Stands cleared through NEPA**

| NEPA Document     | Area Name      | Stand ID       | Acres | Timber Type        | Treatment         | Subtotal Acres | Subtotal Volume (MIBF) |
|-------------------|----------------|----------------|-------|--------------------|-------------------|----------------|------------------------|
| Morgan Lake EA    | Canoe GNA      | 09130303093012 | 34    | Aspen              | Shelterwood       |                | 255                    |
| Morgan Lake EA    | Canoe GNA      | 09130303093015 | 24    | Red Pine           | Thin              |                | 85                     |
| Morgan Lake EA    | Canoe GNA      | 09130303093017 | 13    | Aspen              | Shelterwood       |                | 100                    |
| Morgan Lake EA    | Canoe GNA      | 09130303093018 | 21    | Aspen              | Shelterwood       |                | 160                    |
| Morgan Lake EA    | Canoe GNA      | 09130303093019 | 16    | Red Pine           | Thin              |                | 60                     |
| Morgan Lake EA    | Canoe GNA      | 09130303093027 | 21    | Red Pine           | Thin              |                | 75                     |
| Morgan Lake EA    | Canoe GNA      | 09130303093029 | 44    | Aspen/Fir          | Shelterwood       |                | 330                    |
| Morgan Lake EA    | Canoe GNA      | 09130303093030 | 26    | Red Pine           | Thin              |                | 90                     |
| Morgan Lake EA    | Canoe GNA      | 09130303093032 | 1     | Red Pine           | Thin              |                | 5                      |
| Morgan Lake EA    | Canoe GNA      | 09130303093047 | 20    | Red Pine           | Thin              |                | 70                     |
| Morgan Lake EA    | Canoe GNA      | 09130303093048 | 38    | Red Pine           | Thin              |                | 135                    |
| Morgan Lake EA    | Canoe GNA      | 09130303095002 | 85    | Red Pine           | Thin              |                | 300                    |
| Morgan Lake EA    | Canoe GNA      | 09130303095003 | 33    | Aspen              | Clearcut          |                | 330                    |
| Morgan Lake EA    | Canoe GNA      | 09130303095004 | 5     | Red Pine           | Thin              |                | 20                     |
| Morgan Lake EA    | Canoe GNA      | 09130303095005 | 24    | Red Pine           | Thin              |                | 85                     |
| Morgan Lake EA    | Canoe GNA      | 09130303095022 | 7     | Red Pine           | Thin              |                | 25                     |
| Morgan Lake EA    | Canoe GNA      | 09130303096026 | 13    | Northern Hardwoods | Selection         |                | 65                     |
| Morgan Lake EA    | Canoe GNA      | 09130303096027 | 3     | Aspen/Fir          | Overstory Removal |                | 25                     |
| <b>sub-Totals</b> |                |                |       |                    |                   | <b>428</b>     | <b>2215</b>            |
| Morgan Lake EA    | Miss Daisy GNA | 09130303093043 | 29    | Northern Hardwoods | Selection         |                | 150                    |
| Morgan Lake EA    | Miss Daisy GNA | 09130303093044 | 10    | Paper Birch        | Overstory/Removal |                | 75                     |

|                                       |                |                |    |                    |                   |             |
|---------------------------------------|----------------|----------------|----|--------------------|-------------------|-------------|
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094002 | 31 | Red Pine           | Thin              | 115         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094003 | 29 | Red Pine           | Thin              | 115         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094006 | 7  | Red Pine           | Thin              | 25          |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094007 | 12 | Aspen              | Overstory/Removal | 100         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094008 | 16 | Aspen              | Clearcut          | 160         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094022 | 29 | Aspen/Fir          | Shelterwood       | 230         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094033 | 28 | Aspen              | Overstory/Removal | 220         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094034 | 23 | Aspen              | Overstory/Removal | 180         |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094036 | 6  | Northern Hardwoods | Selection         | 30          |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094037 | 7  | Aspen/Fir/Birch    | Thin              | 25          |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094039 | 19 | Red Pine           | Thin              | 70          |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094040 | 16 | Northern Hardwoods | Improvement       | 65          |
| Morgan Lake EA                        | Miss Daisy GNA | 09130303094042 | 30 | Aspen/Fir          | Shelterwood       | 225         |
| <b>sub-Totals</b>                     |                |                |    |                    |                   | <b>1785</b> |
| <b>Eagle River/Florence SUB-TOTAL</b> |                |                |    |                    |                   |             |
|                                       |                |                |    |                    |                   | <b>720</b>  |
|                                       |                |                |    |                    |                   | <b>292</b>  |

**Lakewood/Laona Ranger District Stands cleared through NEPA**

| NEPA Document                           | Area Name           | Stand ID       | Acres | Timber Type | Treatment        | Subtotal Acres | Subtotal Volume (MBF) |
|---|---------------------|----------------|-------|-------------|------------------|----------------|-----------------------|
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404138011 | 2     | Red Pine    | Salvage Clearcut |                | 19                    |
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404138014 | 8     | Red Pine    | Salvage Clearcut |                | 97                    |
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404154003 | 3     | Red Pine    | Salvage Clearcut |                | 38                    |
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404154010 | 4     | Red Pine    | Salvage Clearcut |                | 50                    |
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404154011 | 10    | Red Pine    | Salvage Clearcut |                | 114                   |
| Plantation Thinning 2 SIR               | Wischer Salvage     | 09130404154024 | 9     | Red Pine    | Salvage Clearcut |                | 108                   |
| LKLN Early Successional Habitat Project | Wischer Salvage     | 09130404154008 | 13    | Aspen       | Salvage Clearcut |                | 160                   |
| LKLN Early Successional Habitat Project | Wischer Salvage     | 09130404138001 | 33    | Aspen       | Salvage Clearcut |                | 395                   |
| LKLN Early Successional Habitat Project | Wischer Salvage     | 09130404138003 | 27    | Aspen       | Salvage Clearcut |                | 322                   |
| <b>sub-Totals</b>                       |                     |                |       |             |                  | <b>109</b>     | <b>1303</b>           |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage | 09130404139006 | 10    | Aspen       | Salvage Clearcut |                | 126                   |

|   |                       |                |    |       |                  |             |
|---|-----------------------|----------------|----|-------|------------------|-------------|
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139017 | 42 | Aspen | Salvage Clearcut | 498         |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139018 | 22 | Aspen | Salvage Clearcut | 262         |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139019 | 45 | Aspen | Salvage Clearcut | 540         |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139021 | 62 | Aspen | Salvage Clearcut | 742         |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139028 | 36 | Aspen | Salvage Clearcut | 430         |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139031 | 90 | Aspen | Salvage Clearcut | 1074        |
| LKLN Early Successional Habitat Project | Perch Aspen Salvage   | 09130404139035 | 10 | Aspen | Salvage Clearcut | 118         |
| <b>sub-Totals</b>                       |                       |                |    |       |                  | <b>3791</b> |
|   |                       |                |    |       |                  | <b>316</b>  |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139002 | 53 | Aspen | Salvage Clearcut | 639         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139011 | 44 | Aspen | Salvage Clearcut | 531         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139020 | 85 | Aspen | Salvage Clearcut | 1021        |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139023 | 22 | Aspen | Salvage Clearcut | 268         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139029 | 38 | Aspen | Salvage Clearcut | 462         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139030 | 16 | Aspen | Salvage Clearcut | 189         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139036 | 27 | Aspen | Salvage Clearcut | 325         |
| LKLN Early Successional Habitat Project | Saul's Aspen Salvage  | 09130404139037 | 54 | Aspen | Salvage Clearcut | 645         |
| <b>sub-Totals</b>                       |                       |                |    |       |                  | <b>4079</b> |
|   |                       |                |    |       |                  | <b>340</b>  |
| LKLN Early Successional Habitat Project | Eichoff Aspen Salvage | 09130404140013 | 51 | Aspen | Salvage Clearcut | 618         |
| LKLN Early Successional Habitat Project | Eichoff Aspen Salvage | 09130404140020 | 99 | Aspen | Salvage Clearcut | 1186        |

|   |                       |                |    |       |                  |              |
|---|-----------------------|----------------|----|-------|------------------|--------------|
| LKLN Early Successional Habitat Project | Eichoff Aspen Salvage | 09130404140022 | 35 | Aspen | Salvage Clearcut | 424          |
| LKLN Early Successional Habitat Project | Eichoff Aspen Salvage | 09130404140042 | 43 | Aspen | Salvage Clearcut | 516          |
| <b>sub-Totals</b>                       |                       |                |    |       |                  | <b>229</b>   |
| <b>Lakewood/Laona SUB-TOTAL</b>         |                       |                |    |       |                  |              |
|   |                       |                |    |       |                  | <b>993</b>   |
|   |                       |                |    |       |                  | <b>11916</b> |

CHEQUAMEGON-NICOLET NATIONAL FOREST POTENTIAL GNA TREATMENTS

|        |        |
|--------|--------|
| ACRES  | 4312   |
| VOLUME | 35,108 |

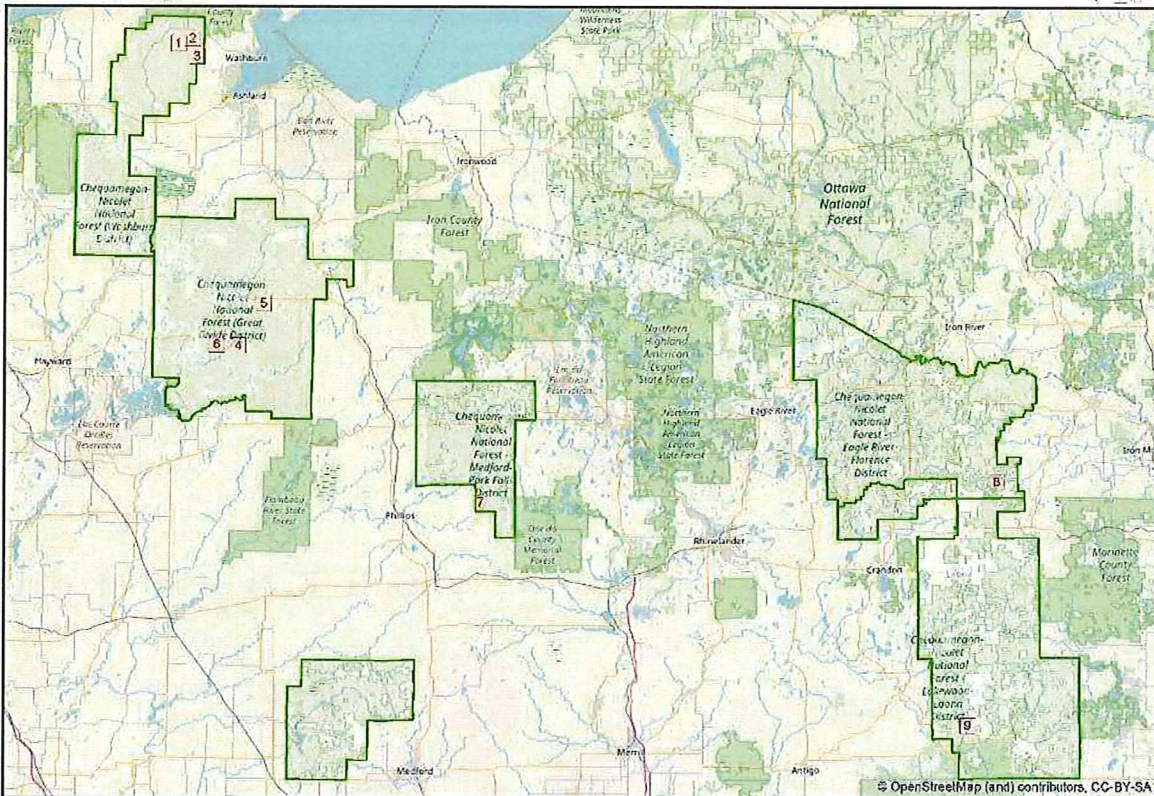




**2020 Good Neighbor Authority - Treatment Stands Mapset**  
**Chequamegon-Nicolet National Forest - Wisconsin**



Map Page Number





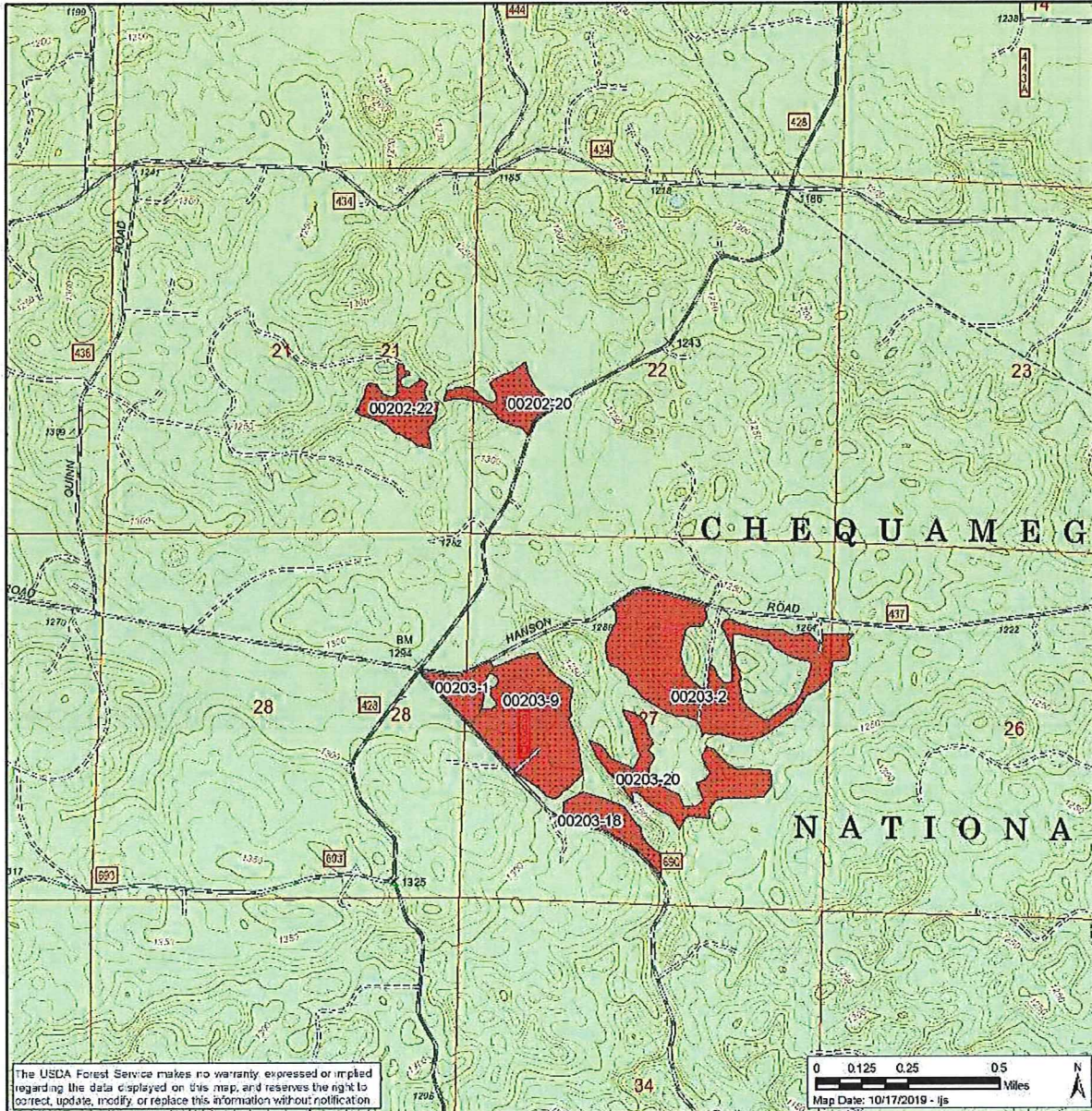
# 2020 Good Neighbor Authority - Treatment Stands

MAP: 1 of 9

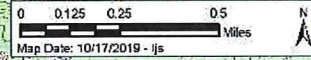
## Chequamegon-Nicolet National Forest - Washburn Ranger District

Treatment Area: Five Corners

Legal Description: T49N, R6W



The USDA Forest Service makes no warranty expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify or replace this information without notification.



### TIMBER TYPE

Red Pine

### TREATMENT

Thinning

### Roads and Trails

- Road - Light Duty - Paved
- Road - Light Duty - Gravel
- Road - Light Duty - Dirt
- Trail

### Lakes, Rivers and Streams

- Stream - Perennial
- Open Water - Perennial
- Marsh/Swamp/Muskeg

### WISCONSIN Bayfield County

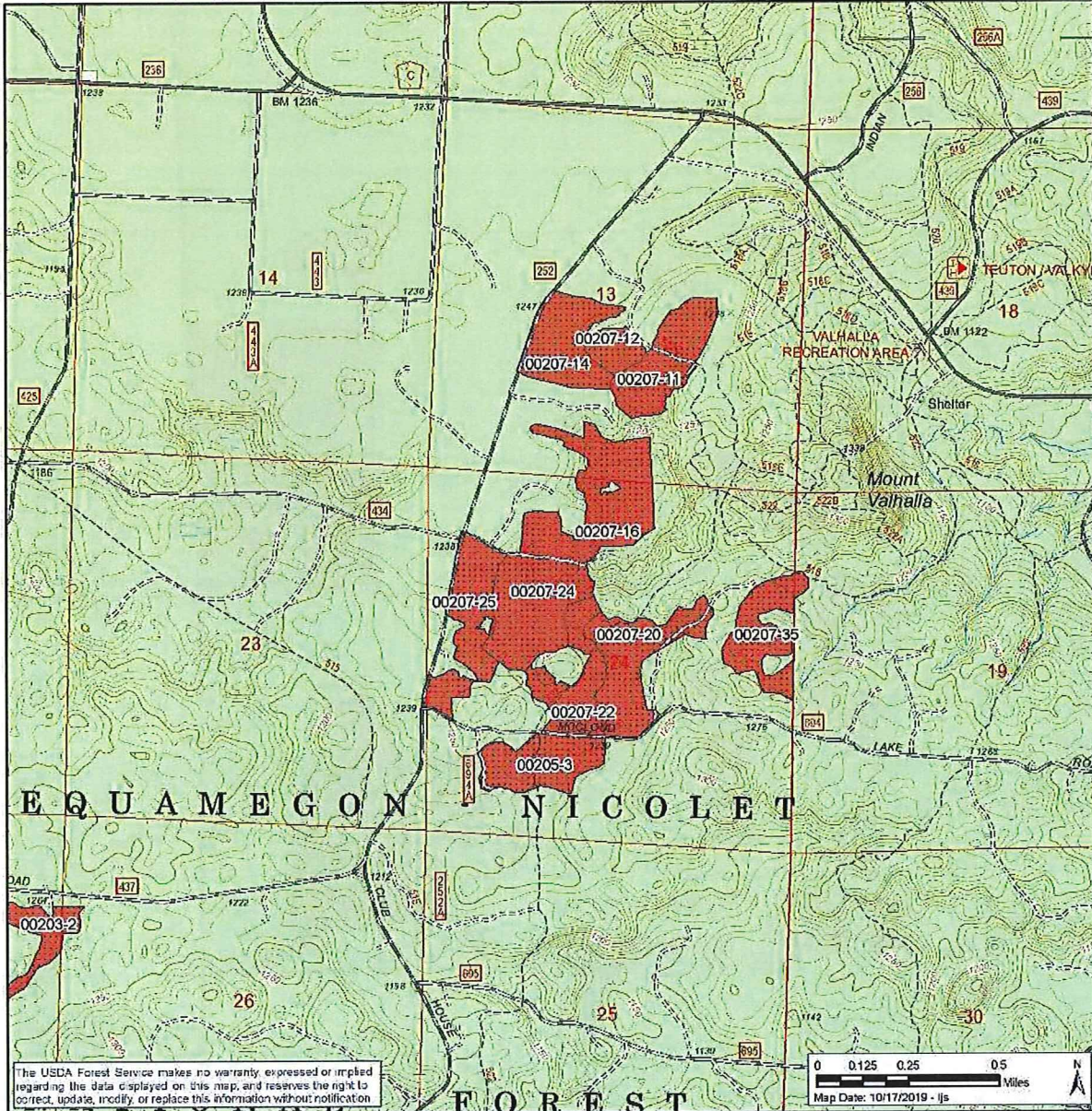




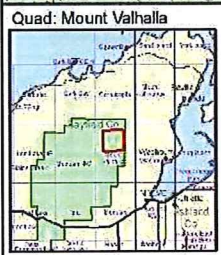
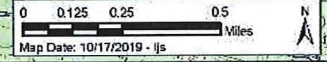
**2020 Good Neighbor Authority - Treatment Stands**  
**Chequamegon-Nicolet National Forest - Washburn Ranger District**  
 Treatment Area: Teuton

MAP: 2 of 9

Legal Description: T49N, R6W



The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



**TIMBER TYPE**  
 Red Pine

**TREATMENT**  
 Thinning

**Roads and Trails**  
 Road - Light Duty - Paved  
 Road - Light Duty - Gravel  
 Road - Light Duty - Dirt  
 Trail

**Lakes, Rivers and Streams**  
 Stream - Perennial  
 Open Water - Perennial  
 Marsh/Swamp/Muskeg





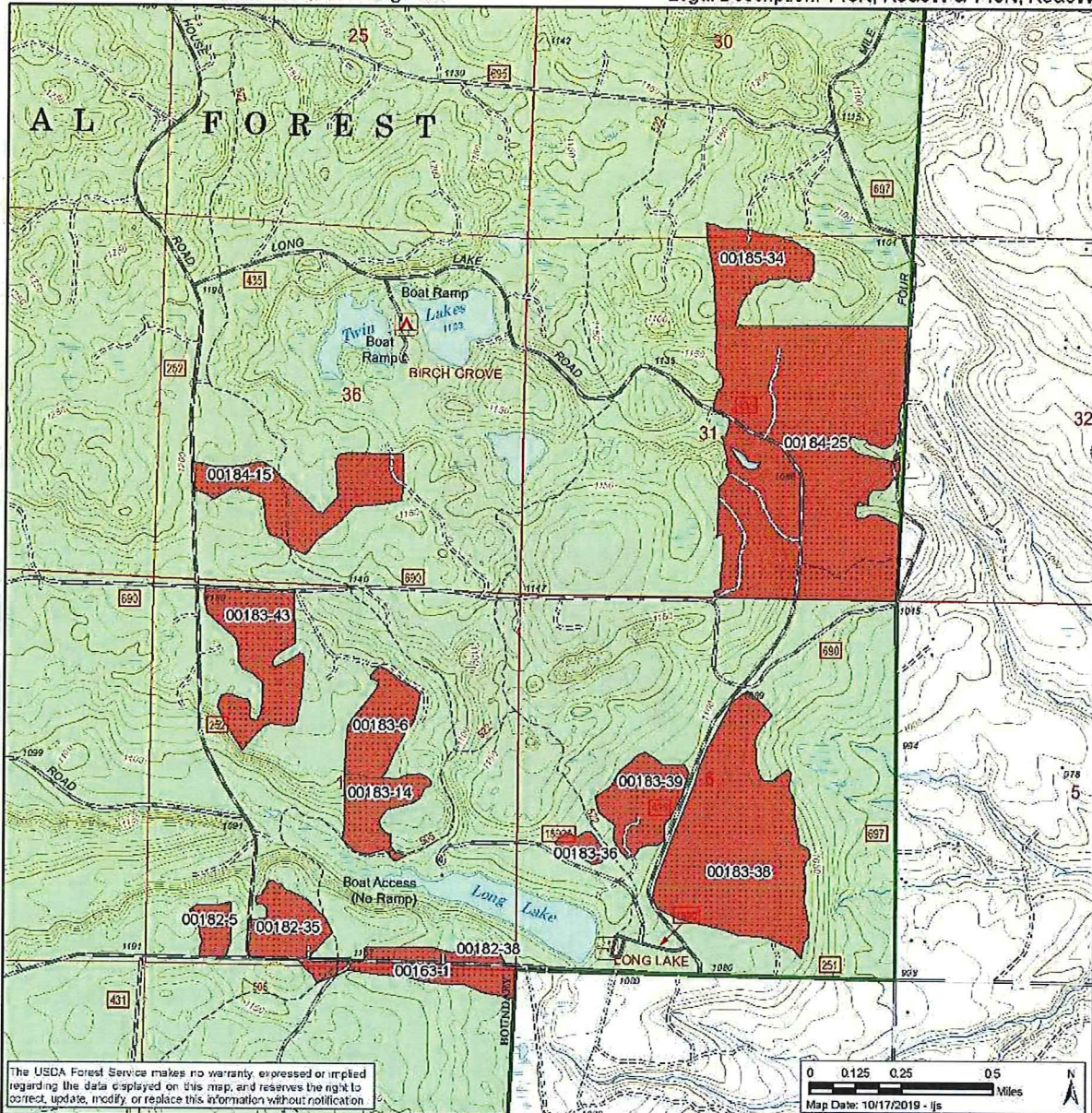
2020 Good Neighbor Authority - Treatment Stands

MAP: 3 of 9

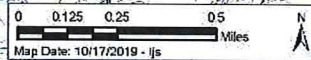
Chequamegon-Nicolet National Forest - Washburn Ranger District

Treatment Area: Long Lake

Legal Description: T48N, R5&6W & T49N, R5&6W



The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



Quad: Mount Valhalla



**TIMBER TYPE**  
 Red Pine

**TREATMENT**  
 Thinning

**Roads and Trails**  
 — Road - Light Duty - Paved  
 — Road - Light Duty - Gravel  
 — Road - Light Duty - Dirt  
 - - - Trail

**Lakes, Rivers and Streams**  
 ~ Stream - Perennial  
 Open Water - Perennial  
 Marsh/Swamp/Muskeg





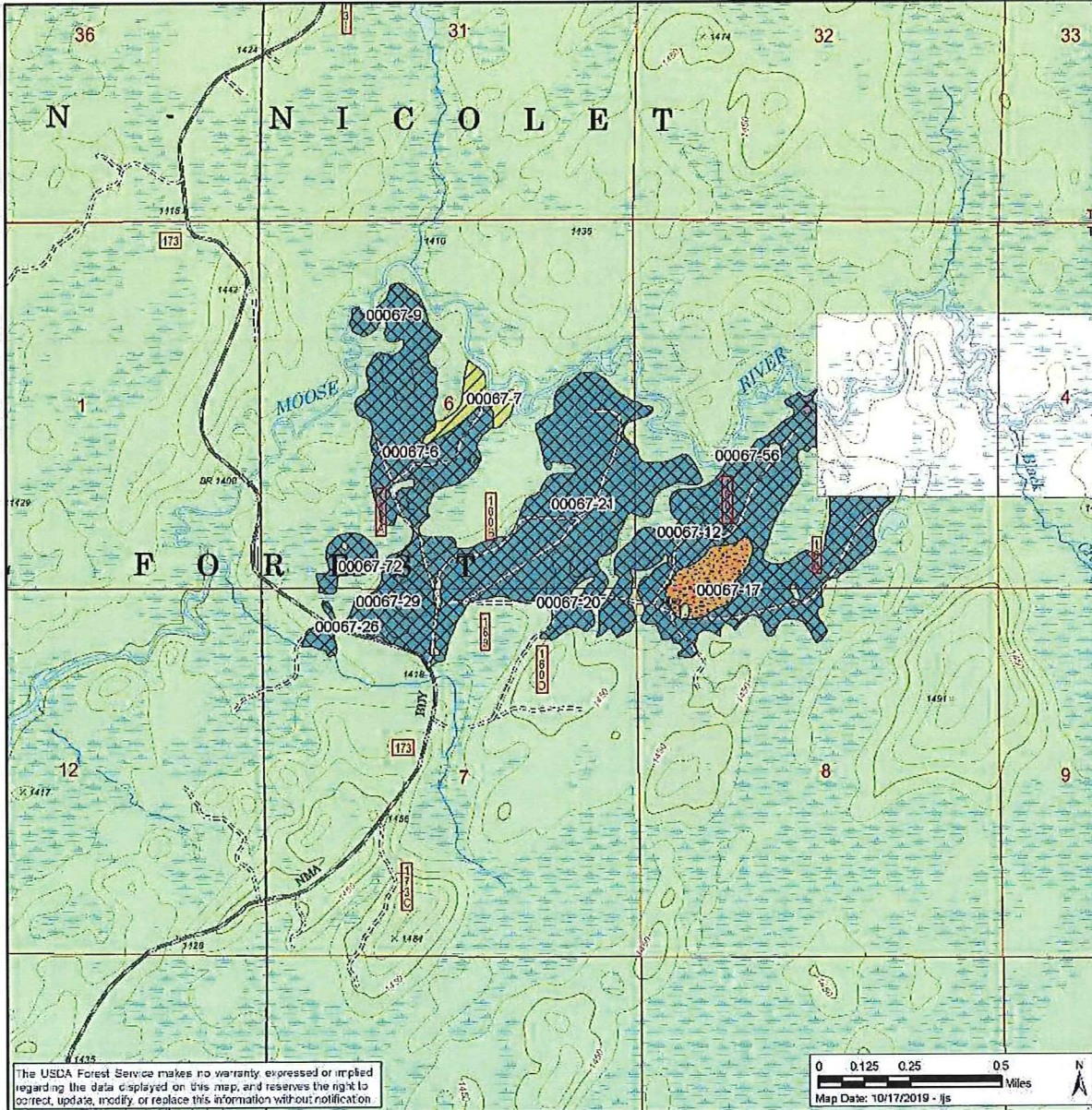
# 2020 Good Neighbor Authority - Treatment Stands

MAP: 4 of 9

## Chequamegon-Nicolet National Forest - Great Divide Ranger District

Treatment Area: Moose Links

Legal Description: T41N, R4W



The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

0 0.125 0.25 0.5 Miles  
Map Date: 10/17/2019 - jls

Quad: Clam Lake SW



### TIMBER TYPE

- Aspen
- Birch
- Northern Hardwoods

### TREATMENT

- Clearcut
- Selection
- Shelterwood

### Roads and Trails

- Road - Light Duty - Paved
- Road - Light Duty - Gravel
- Road - Light Duty - Dirt
- Trail

### Lakes, Rivers and Streams

- Stream - Perennial
- Open Water - Perennial
- Marsh/Swamp/Muskeg

WISCONSIN  
Ashland County





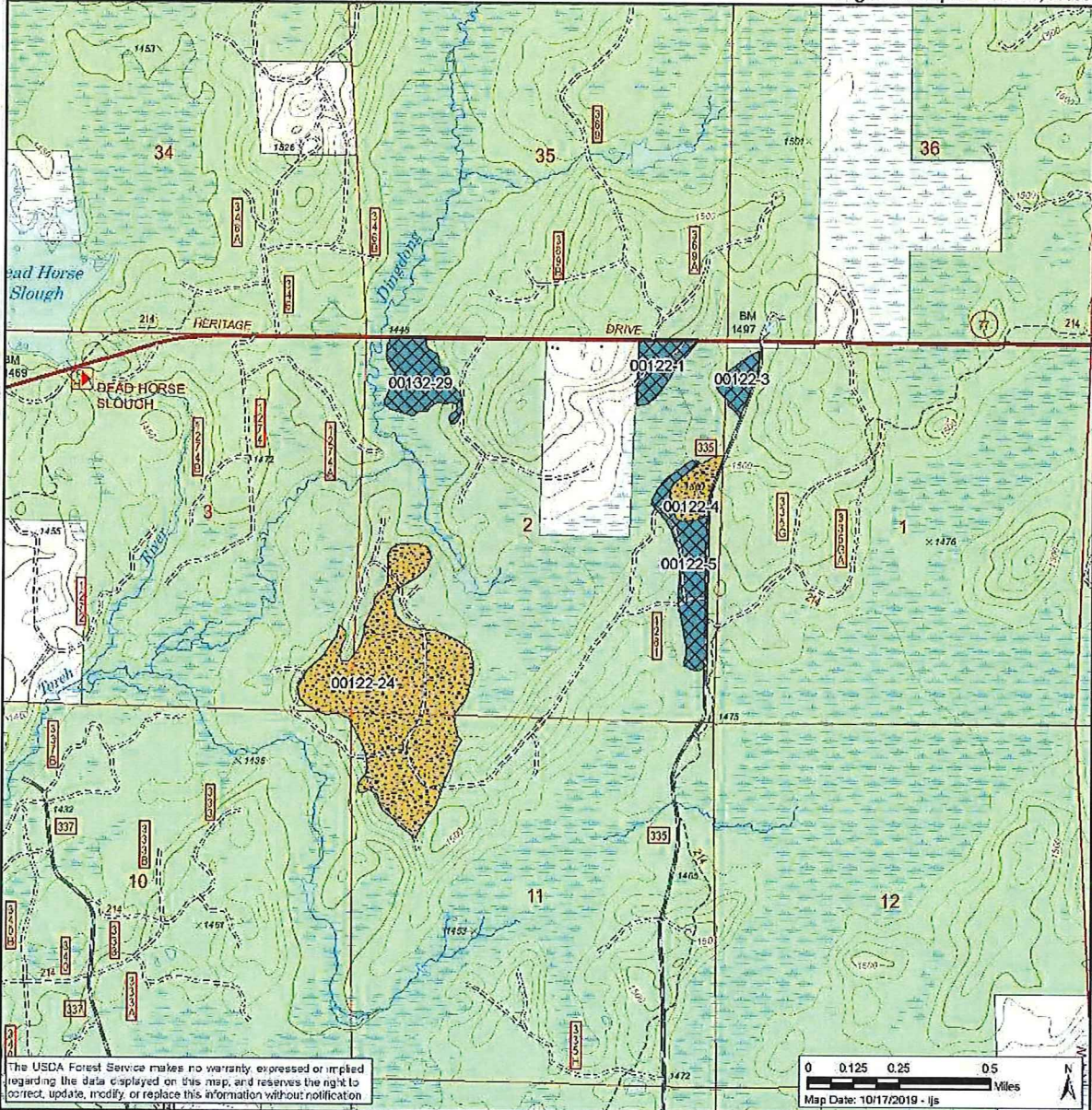
# 2020 Good Neighbor Authority - Treatment Stands

MAP: 5 of 9

## Chequamegon-Nicolet National Forest - Great Divide Ranger District

Treatment Area: Click Clock

Legal Description: T42N, R4W



| TIMBER TYPE |                |
|-------------|----------------|
|             | Aspen          |
|             | Mixed Hardwood |

| TREATMENT |           |
|-----------|-----------|
|           | Clearcut  |
|           | Selection |

| Roads and Trails |                            |
|------------------|----------------------------|
|                  | Road - Light Duty - Paved  |
|                  | Road - Light Duty - Gravel |
|                  | Road - Light Duty - Dirt   |
|                  | Trail                      |

| Lakes, Rivers and Streams |                        |
|---------------------------|------------------------|
|                           | Stream - Perennial     |
|                           | Open Water - Perennial |
|                           | Marsh/Swamp/Muskeg     |





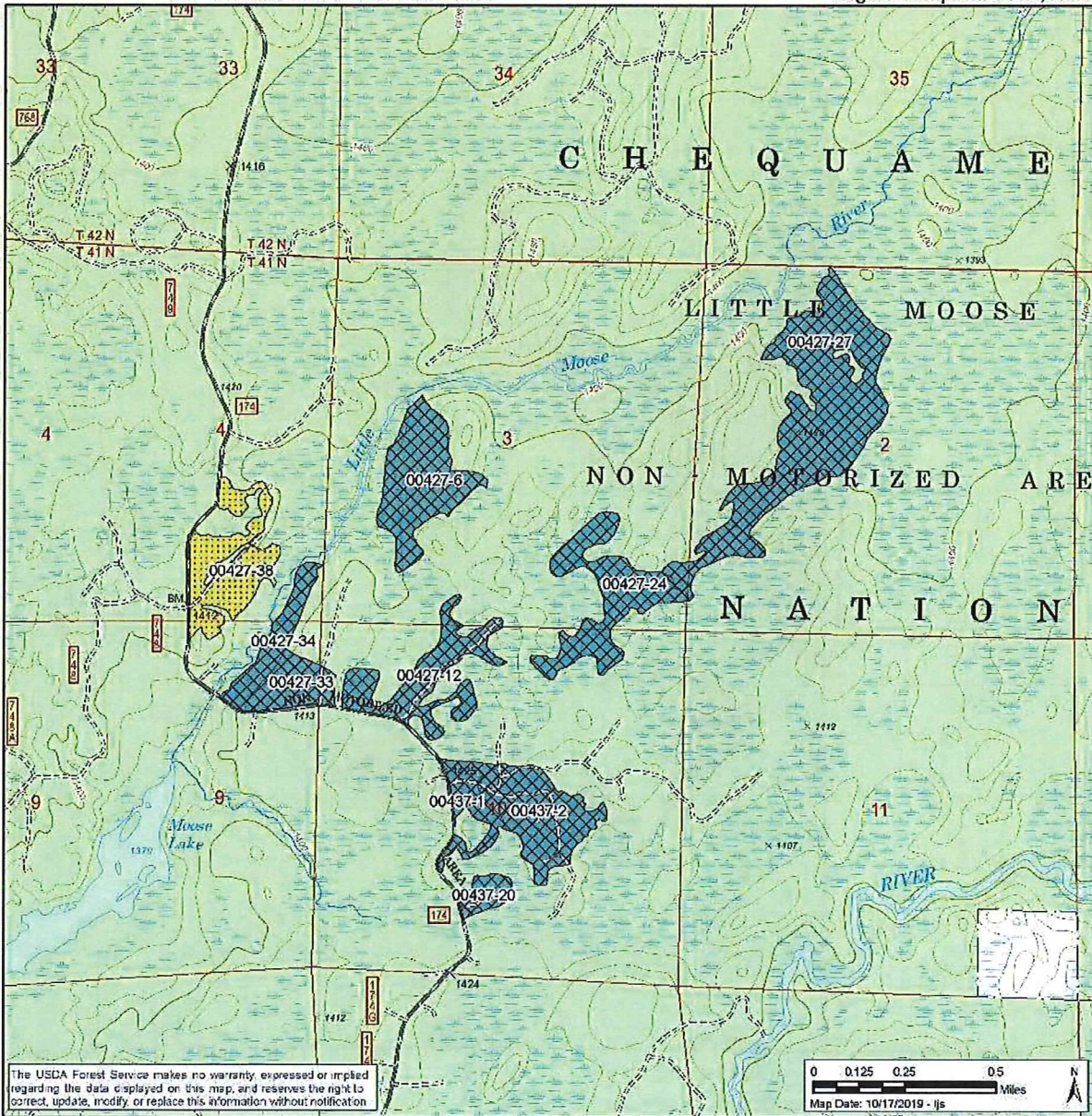
# 2020 Good Neighbor Authority - Treatment Stands

MAP: 6 of 9

## Chequamegon-Nicolet National Forest - Great Divide Ranger District

Treatment Area: West Bullwinkle

Legal Description: T41N, R5W



**TIMBER TYPE**

|  |               |
|--|---------------|
|  | Aspen         |
|  | Mixed Conifer |

**TREATMENT**

|  |          |
|--|----------|
|  | Clearcut |
|  | Thinning |

**Roads and Trails**

- Road - Light Duty - Paved
- Road - Light Duty - Gravel
- Road - Light Duty - Dirt
- Trail

**Lakes, Rivers and Streams**

- Stream - Perennial
- Open Water - Perennial
- Marsh/Swamp/Muskeg

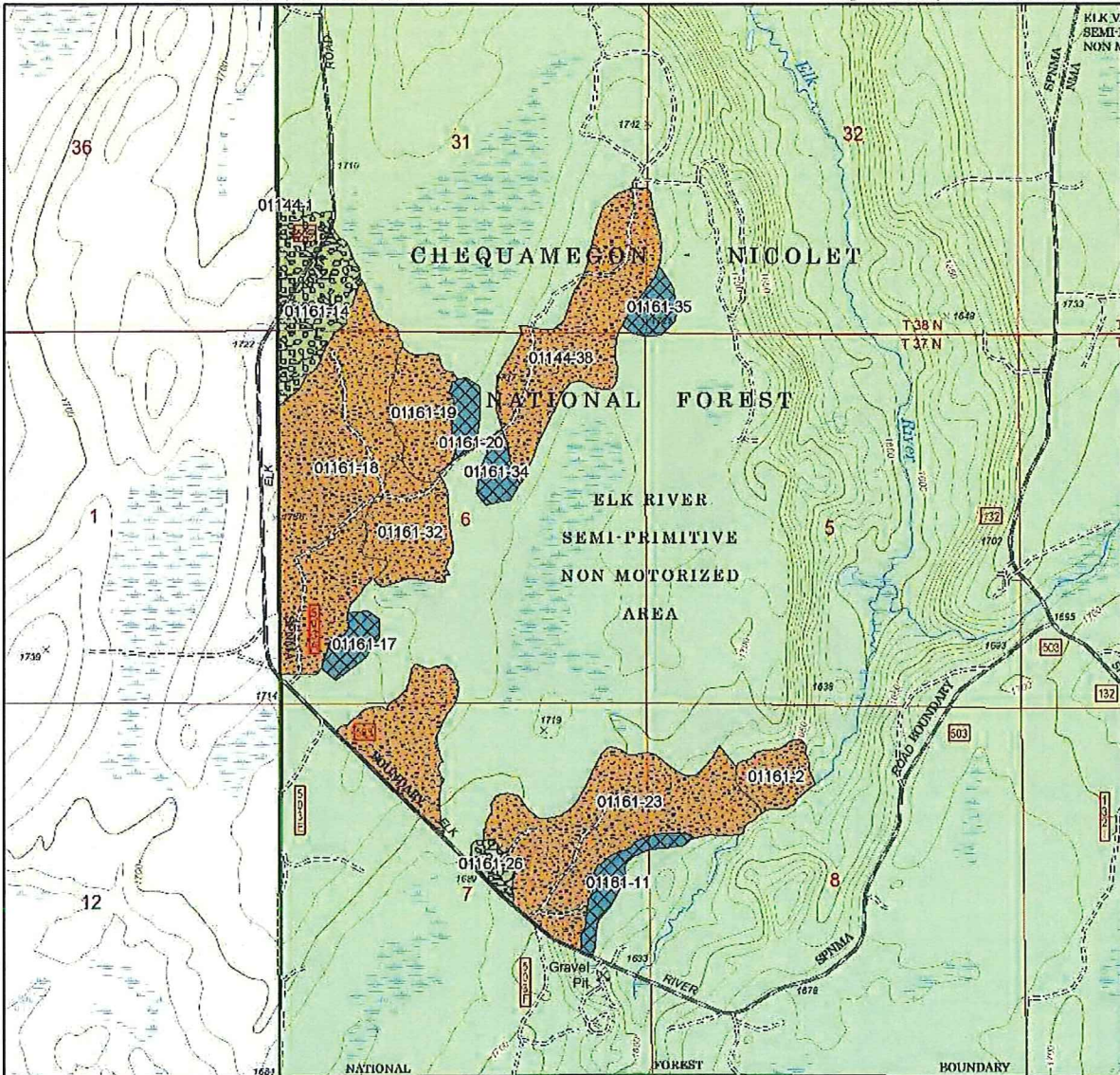




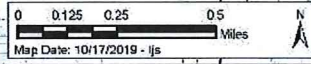
**2020 Good Neighbor Authority - Treatment Stands**  
**Chequamegon-Nicolet National Forest - Park Falls Ranger District**  
 Treatment Area: Primate

MAP: 7 of 9

Legal Description: T37&38N, R3E



The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



**TIMBER TYPE**

|  |                    |
|--|--------------------|
|  | Aspen              |
|  | Aspen/Hardwoods    |
|  | Northern Hardwoods |

**TREATMENT**

|  |             |
|--|-------------|
|  | Clearcut    |
|  | Improvement |
|  | Selection   |

**Roads and Trails**

|  |                            |
|--|----------------------------|
|  | Road - Light Duty - Paved  |
|  | Road - Light Duty - Gravel |
|  | Road - Light Duty - Dirt   |
|  | Trail                      |

**Lakes, Rivers and Streams**

|  |                        |
|--|------------------------|
|  | Stream - Perennial     |
|  | Open Water - Perennial |
|  | Marsh/Swamp/Muskeg     |







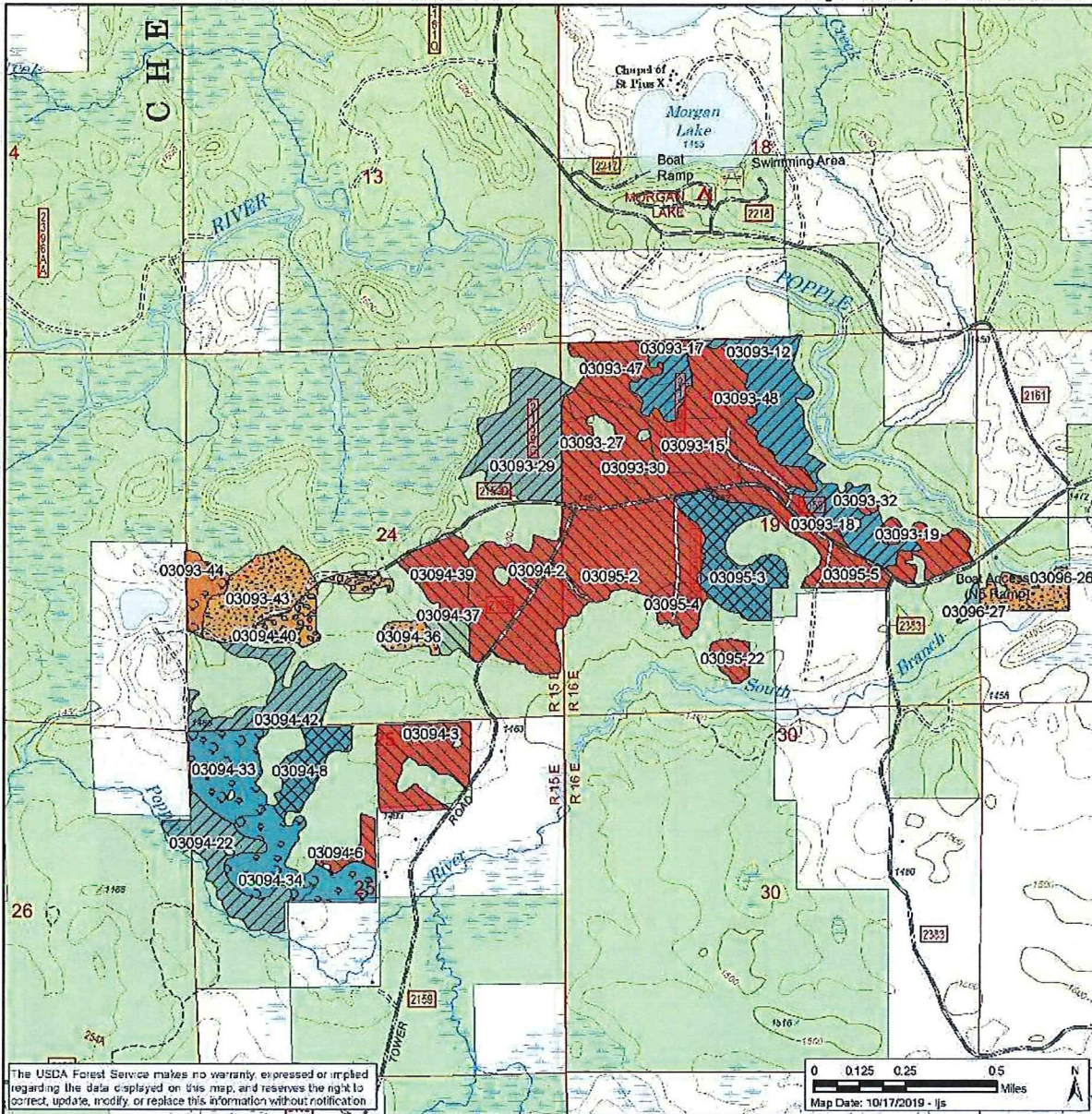
2020 Good Neighbor Authority - Treatment Stands

MAP: 8 of 9

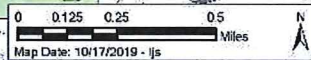
Chequamegon-Nicolet National Forest - Eagle River-Florence Ranger District

Treatment Area: Miss Daisy & Canoe

Legal Description: T38N, R15&16E



The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify or replace this information without notification.



Quad: Long Lk SE & Lk Gordon



TIMBER TYPE

- Aspen
- Aspen/Fir
- Aspen/Fir/Birch
- Northern Hardwoods
- Paper Birch
- Red Pine

TREATMENT

- Clearcut
- Improvement
- Overstory Removal
- Selection
- Shelterwood
- Thin

Roads and Trails

- Road - Light Duty - Paved
- Road - Light Duty - Gravel
- Road - Light Duty - Dirt
- Trail

Lakes, Rivers and Streams

- Stream - Perennial
- Open Water - Perennial
- Marsh/Swamp/Muskeg

WISCONSIN

Florence County





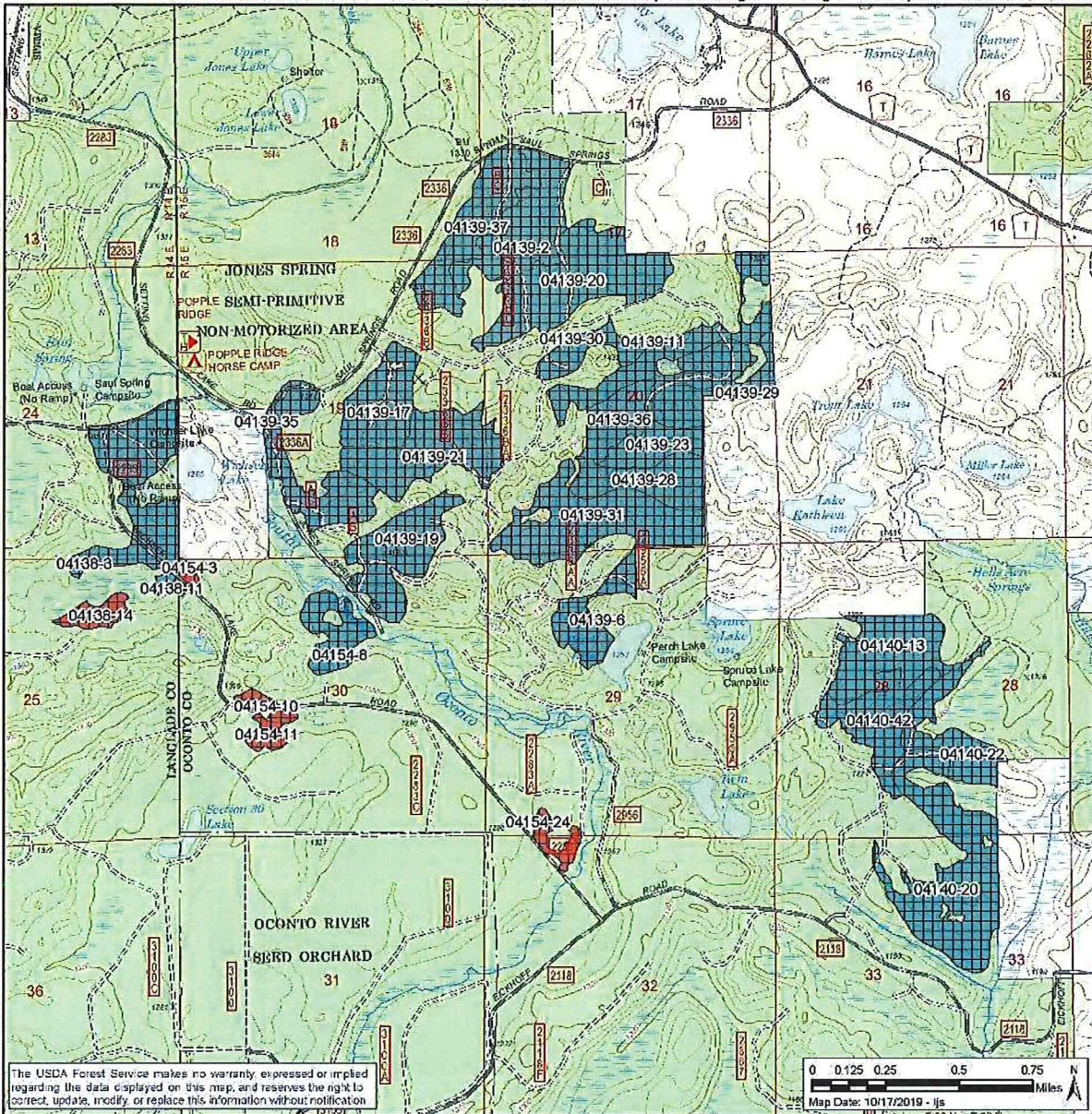
# 2020 Good Neighbor Authority - Treatment Stands

MAP: 9 of 9

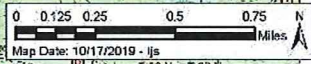
## Chequamegon-Nicolet National Forest - Lakewood-Laona Ranger District

Treatment Area: Wischer, Perch, Saul's & Eichoff Aspen Salvage

Legal Description: T32N, R14&15E



The USDA Forest Service makes no warranty, expressed or implied, regarding the data displayed on this map, and reserves the right to correct, update, modify or replace this information without notification.



**TIMBER TYPE**

- Aspen
- Red Pine

**TREATMENT**

- Salvage Clearcut

**Roads and Trails**

- Road - Light Duty - Paved
- Road - Light Duty - Gravel
- Road - Light Duty - Dirt
- Trail

**Lakes, Rivers and Streams**

- Stream - Perennial
- Open Water - Perennial
- Marsh/Swamp/Muskeg



**APPENDIX D  
TIMBER REMOVAL PLAN**

**The approved and included Timber Removal Plan must include the following (This Appendix must be updated as the project develops and information becomes available):**

1. **Proposed timber removal activities**  
See Appendix C.
2. **Project area map that details location of proposed activities and access needed**  
See Appendix C.

3. **State agency and Forest Service technical contacts**

|  |   |
|--|---|
| <b>Project Contact, Special Authorities Program Manager (Forest-wide)</b>  | <b>Project Contact, Timber Program Manager (Forest-wide)</b>  |
| Adam Felts<br>500 Hanson Lake Road<br>Rhineland, WI 54501<br>715-362-1335<br>Fax: 715-369-8859<br>Adam.felts@usda.gov            | Karl Welch<br>500 Hanson Lake Road<br>Rhineland, WI 54501<br>715-362-1329<br>Fax: 715-369-8859<br>Karl.welch@usda.gov                     |
| <b>Wisconsin DNR GNA Operations Leader (Statewide)</b>   | <b>State Program Coordinator</b>  |
| Jeff Olsen, National Forest Specialist<br>107 Sutliff Ave.<br>Rhineland, WI 54501<br>715-892-0699<br>Jeffrey.olsen@wisconsin.gov | Rebecca Diebel, Policy Advisor<br>P.O. Box 7921<br>Madison, WI 53707<br>608-444-5774<br>FAX: 608-266-8576<br>Rebecca.diebel@wisconsin.gov |

4. **Cooperative fire agreement between Forest Service and State**  
Agreement up-to-date and file. Reference Agreement Number: 18-FI-11420004-035
5. **Agreement on fire liability requirements outlined in the State's contract**

#14. **FOREST FIRE PREVENTION.** The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
- c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.

- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.

**6. Agreement on respective roles and responsibilities to complete activities related to timber removal including (as appropriate):**

**a. Identification and management of transportation system, including:**

- i. The State shall ensure maintenance of National Forest Systems roads commensurate with use by timber purchasers to meet minimum standards for removing forest products.
- ii. The reconstruction, repair, or restoration of an NFS system road that is necessary to carry out authorized restoration services is authorized. Any such roads reconstructed, repaired or restored that were previously identified as not needed according to 36 CFR 212.S(b)(2) must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project.
- iii. The Good Neighbor Authority excludes construction of paved or permanent roads or parking areas, and construction, alteration, repair, or replacement of public buildings or works; as well as projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted.
- iv. Temporary roads are authorized to be constructed for the purpose of facilitating removal of Forest Products. The State shall agree with their Contract Purchasers to temporary road needs and locations, erosion control and closure measures per State GNA Timber Sale Contract.
- v. Forest Service maintains responsibility for acquiring easements or use agreements of any private roads within Project Areas.

**b. Mapping and establishment of timber sale boundaries**

- i. The Forest Service shall establish all timber sale boundaries between National Forest lands and other ownerships.
- ii. The State shall establish harvest area boundaries based on stand boundaries and NEPA decision provided by Forest Service, and accounting for actual stand conditions.
- iii. See Appendix F and DNR *Timber Sale Handbook 2461*.

**c. Timber designation, cruise design, and cruising**

- i. See Appendix F and DNR *Timber Sale Handbook 2461*.

**d. Timber valuation appraisal**

- i. The State shall appraise GNA Timber Sale volume utilizing DNR Timber Sale Handbook rates for that County or adjacent DNR State property and incorporate GNA Timber Sale results into regularly scheduled updates of base period rates. Appraisal documentation will be provided to the Forest Service with the Sample GNA contract prior to advertisement. All value received will be retained by the State for the completion of restoration services.

**e. Reforestation plans**

- i. Reforestation activities will be defined during the silvicultural prescription writing process and incorporated into final approved prescriptions. Agreement as to whether the State or the Forest Service will be responsible for completing the reforestation will be determined and communicated between parties upon the approval of the final prescription.

**f. Billing and payment procedures**

- i. The State shall follow its existing procedures for billing of and payment from contractor. See Appendix F, the GNA Timber Sale Contract template, and DNR Timber Sale Handbook 2461.

- g. **Developing and approving timber sale contract (see Appendix E)**
    - i. The State and Forest Service shall work collaboratively to modify as needed the GNA timber sale contract template (Appendix E). The Forest Service shall review and approve draft timber sale contract documents submitted by the State, including timber appraisal, timber sale area map, and a complete draft timber sale contract. Approve draft contracts within 15 business days of submission or provide written notification with justification and alternative completion timeframe.
  - h. **Timber sale administration, log load accountability, and coordination with law enforcement**
    - i. The State shall conduct all timber sale administration in accordance with existing policies and procedures. See Appendix F, the GNA Timber Sale Contract template, and DNR *Timber Sale Handbook 2461*.
    - ii. The State shall assume the lead role regarding law enforcement issues on Good Neighbor projects.
    - iii. The Forest Service shall provide copies of GNA timber sale maps to local law enforcement upon completion of review of GNA Timber Sale Contracts.
    - iv. The State and Forest Service Law Enforcement personnel may be invited to pre-operations meetings for Good Neighbor Authority projects.
    - v. State and Forest Service Law Enforcement personnel shall share information, with the other parties respective contacts, regarding any investigations, citations or other law enforcement concerns involving Good Neighbor Authority projects.
  - i. **Final acceptance and close out process**
    - i. The State shall provide reports quarterly of Timber Sales that have been closed. The reports will also include a sale synopsis with the following information:
      - 1. Final volume removed
      - 2. Final Inspection Report
      - 3. List of Substantial events or changes during sale administration such as unit boundary changes, changes to planned transportation access, contract breaches, disputes or claims
    - ii. The Forest Service shall record sale as accepted and report in required databases.
7. **Agreed and approved procedures and methods for achieving work products in number (6) above.**
- a. The agreed and approved procedures and methods for achieving work products are contained within other portions of this agreement including the Appendices.

**APPENDIX E  
TIMBER SALE CONTRACT CHECKLIST**

The State shall address the following as appropriate for the project.

The Forest Service will review GNA timber sales prior to advertisement to ensure at a minimum included measures fully address the following as appropriate for the project and required by applicable laws and regulations.

Ensure the final draft State timber contract includes the following items, as appropriate for the project (Reference to FS2400-6 contract clauses in parenthesis):

- Correct location description (A1)
- Timber volume and utilization standards matches cruised volume (A2)
- Timber payment rates are not less than appraised value and appraised value is not less than Forest Service minimum rates (A4)
- Project Area Map (B1)
  - Map is within NEPA Decision Area
  - Map display matches maps and information provided by the Forest Service
- Timber is properly designated to cut or leave (A3, B2)
- Payments for Stumpage (B4.0)
  - Contract payment procedures or State assurance in Appendix D ensure payment to Forest Service.
  - Use of Payment Guarantee? \_\_\_\_\_  
Yes/No
- Road Use and Maintenance (B5.0)
  - Road reconstruction/construction/repair covered in agreement, permit, or contract outside of Farm Bill GNA agreement
  - Contract requires roads to be maintained to acceptable standard
  - Contract does not restrict access by Forest Service
  - Contract shows roads with restricted or prohibited access
  - Contract includes temporary road construction and decommissioning
- Operations and Resource Protection (B6.0)
  - Contract provides protection of improvements
  - Contract provides protection of property owned by FS and others
  - Contract provides for protection of land survey monuments
  - Contract contains special protection measures listed in NEPA and other documents provided by the Forest Service.

Specific Protection measures may be documented in an attachment  
TES species: \_\_\_\_\_

Cave \_\_\_\_\_

Historic/Prehistoric \_\_\_\_\_

Other \_\_\_\_\_

- Contract provides for the containment of petroleum spills
  - Contract provides for notice if other hazardous materials are spilled
  - Contract provides for the cleaning of equipment to prevent invasive species
  - Contract provides for the cutting and removal of all Included Timber
  - Contract provides for the protection of soils and timber regeneration
  - Contract provides for the protection of water resources including streams, meadows, and wetlands
  - Contract provides for erosion control and prevention and revegetation where needed
  - Contract provides for measuring products for payment  
Scaling \_\_\_\_\_ Pre-Sale Measurement \_\_\_\_\_
  - Contract provides for Product Identification measures as described in the agreement between the FS and the State
  - Contract provides for disposal of slash created by the logging operations
- Fire Precautions (B7.0)
- Either
- Contract provides for preventing and responding to fires; both operational fires and other fires through cooperative agreement between FS and State.
- Or
- Specific fire precautions and response measures are included.
- And
- Liability for negligence is not waived or limited.
- Other Conditions (B8.0)
- Timber title transfer is as specified in Forest Service timber sale contract
  - Contract includes appropriate measures to properly identify and account for National Forest timber that is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 as amended (16 USC 620 et seq.)
  - Contract describes how payment will be affected if damage to Included Timber occurs.
  - Contract specifies an acceptable Termination Date for the timber contract.
  - Contract provides an acceptable method for extending the Termination Date if circumstances beyond the control of the State occur (force majeure).
  - Contract provides for sale suspension or cancellation if the Forest Service is required to interrupt or cancel operations due to a court order or to comply with NEPA or other legal sanction.
  - Contract contains a nondiscrimination provision.
  - Contract requires the State's purchaser and the purchaser's subcontractor(s) to provide certification regarding debarment, suspension, ineligibility, and voluntary exclusion (AD-1048, as required by the Master Agreement, is sufficient).
  - Contract or GNSPA contains language preventing the State from doing business with corporations or their principals that have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and /or have unpaid Federal

tax liability. Corporation or their principals subject to this requirement shall provide the appropriate certifications.

- Performance and Settlement (B9.0)
  - Contract contains a procedure for protecting the interests of the United States in event a contractor defaults, such as a performance bond
  - Contract contains language to settle disputes between State and the Purchaser



**GOOD NEIGHBOR AUTHORITY  
- TIMBER SALES CONTRACT**

Chapter 28, Wis. Stats.  
Form 2400-005G (R 3-17)

Name of Property: Chequamegon-Nicolet National Forest

Contract No. \_\_\_\_\_

THIS CONTRACT IS ENTERED INTO by and between the State of Wisconsin (Seller), as a cooperator for the United States Forest Service (Forest Service) for the administration of this Contract, and \_\_\_\_\_ (Purchaser) for the purpose of selling timber of the Seller. The Seller sells and the Purchaser agrees to purchase, cut and remove **ONLY** those trees (timber) specifically described in this Contract or marked by the Seller for cutting on the "sale area" which is identified or described in maps or diagrams attached to and made part of this Contract.

THE PROVISIONS OF THIS CONTRACT and all authority for use of the Seller's or Forest Service property for the cutting of timber (which includes felling, bucking, skidding, loading or hauling) are mutually agreed upon by the Seller and Purchaser and subject to the following terms and conditions:

1. PERFORMANCE.

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2.

2. CONTRACT PERIOD.

- a. All work under this Contract shall be completed to the satisfaction of the Seller between the signing of the Contract by both Parties and \_\_\_\_\_ (END DATE) , FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.
- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions, identification of resources needing special protection, a court order or other legal sanction, identification of additional requirements to comply with NEPA, or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract deemed reasonable by the Seller. The Seller may temporarily suspend operations, including hauling, under this Contract following a contract breach by the Purchaser for failure to make payments as scheduled on any other similar timber sale contract entered into by the Purchaser with the State of Wisconsin or the Forest Service, until such time as the outstanding overdue amounts and interest due are paid in full.

3. CONTRACT EXTENSIONS. If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows:

- a. First extension: \_\_\_\_\_
- b. Second extension: \_\_\_\_\_
- c. Additional extensions: \_\_\_\_\_
- d. Other applicable charges or fees: \_\_\_\_\_

4. TERMINATION. The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller, identification of resources needing special protection, a court order or other legal sanction, identification of additional requirements to comply with NEPA, or at other times when deemed necessary by the Seller. The Seller may also terminate this Contract upon breach of any other similar timber sale contract entered into by the Purchaser with the State of Wisconsin, Forest Service, or with a County Forest in the State, as determined by the Seller.

Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, Forest Service land unless otherwise provided by the Seller.

5. PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.

- a. A performance bond in the Seller's favor in the amount of \$ \_\_\_\_\_, in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser no later than \_\_\_\_\_ to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond will be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.
- b. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. If damages exceed the amount of the performance bond, the Seller may retain any prepaid stumpage up to the amount of calculated damages, at the Seller's discretion. If damages exceed the amount of the performance bond, the Seller may bill and seek damages from the Purchaser, in equity or in law, for the amount of calculated damages in excess of the performance bond, at the Seller's discretion. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract.
- c. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of Forest Service land and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its Contract remedies for breach.
- d. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, as determined by the Seller, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- f. The Seller's damages upon the Purchaser's failure to perform this Contract include, but are not limited to:
  - (1) The Purchaser's bid value of timber not cut and removed under this Contract.
  - (2) Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization under or in violation of this Contract.
  - (3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.
  - (4) All costs of resale of timber not cut and removed as required under this Contract.
  - (5) If the Seller seeks damages for breach of this Contract through court proceedings, and if the Seller prevails in such proceedings, in whole or in part, then the Purchaser agrees to pay all of the Seller's actual and reasonable expenses, including attorneys and expert witness fees.

The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.

- g. A Purchaser deemed by the Seller to be in breach of this Contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the Seller on State of Wisconsin or national forest lands for a period not to exceed two (2) years from the date of determination of the breach.

6. REMOVAL WITHOUT PAYMENT. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller so as to authorize its cutting and removal. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the Seller may seek charges against the Purchaser for Timber Theft, Theft, Criminal Damage to Property, or a violation of administrative rule or ordinance.

7. TITLE TO TIMBER. *(circle the appropriate section based on type of sale)*

- a. MEASURED SALES – All right, title, and interest in and to any timber shall remain in Forest Service with the State of Wisconsin acting on behalf of the Forest Service under this GNA contract, until it has been measured, removed from the sale area or other authorized cutting area, and paid for as provided in this contract, at which time title shall vest in Purchaser. Title to any timber that has been measured and paid for, but not removed from the sale area or other authorized cutting area by Purchaser on or prior to contract end date or termination date, shall remain in Forest Service.
- b. SCALED SALES – All right, title, and interest in and to any timber shall remain in Forest Service with the State of Wisconsin acting on behalf of the Forest Service under this GNA contract, until it has been cut, scaled and removed from the sale area or other authorized cutting area, and paid for as provided in this contract, at which time title shall vest in Purchaser. Title to any timber that has been cut, scaled and paid for, but not removed from the sale area or other authorized cutting area by Purchaser on or prior to contract end date or termination date, shall remain in Forest Service.

8. PAYMENT; PAYMENT SCHEDULE (Attached).

- a. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in the form acceptable to the Seller.
- b. The volume of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.
- c. The volume of timber included under this contract includes all live and dead trees and portions thereof that meet the utilization specifications under par.10 and designated for harvest according to par.9. Additional timber may be designated for harvest at the Seller's discretion, after signing of the Contract to account for road and landing construction needs, Purchaser's operational needs, or timber damaged by Purchaser in logging, as long as any such trees are marked and designated for removal by Seller before Purchaser has completed skidding operations in the sale area. Additional designated timber shall be scaled by the Seller based either on a standing volume estimate or a cut products measurement, and the Purchaser shall be invoiced for the additional scaled volume based on the Contract price per unit, or double mill value in the case of timber cut, removed or damaged without authorization under or in violation of this Contract.

9. CUTTING REQUIREMENTS. ("DBH" represents the diameter of the timber 4.5 feet above the ground):

---

---

---

10. UTILIZATION SPECIFICATIONS:

- a. CORDWOOD: \_\_\_\_\_

b. SAWLOGS: \_\_\_\_\_

c. OTHER: \_\_\_\_\_

11. WASTE. The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.
12. STUMP HEIGHT; TOPS. The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Title to tops shall remain with the seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.
13. ZONE COMPLETION. The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.
14. FOREST FIRE PREVENTION. The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:
  - a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
  - b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)
  - c. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.
  - d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
  - e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
  - f. Other:
15. TRAINING REQUIREMENT. The Purchaser shall ensure that at least one in woods person actively engaged in performance of this contract and responsible for the logging site complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SCI). Criteria for the standard can be found at the website <http://fistausa.org/content/how-become-sfi-trained> or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that the training has been attained prior to initiating sale.
16. SLASH. Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:
  - a. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
  - b. Other:
17. CLEANUP AND USE OF SALE AREA.

- a. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Forest Service land upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other land of Forest Service.
- c. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the Seller.

18. ROADS, RECREATIONAL INFRASTRUCTURE, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs). (The tables in this section only need to be completed if applicable)

a. Road use, construction, reconstruction & maintenance:

- (1) Purchaser is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting. As used in this contract "construct" includes "reconstruct."
- (2) Specified Roads. "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Sale Area Map and listed below which the Purchaser must construct under this contract. Construction initiated by Purchaser on any such Specified Road shall be completed to an agreed terminus that meets Purchaser's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with plans and specifications in the table below or specifications attached hereto.

Description of Governing Road Specifications: \_\_\_\_\_

| Project  |      | Design Class | Approx. Length (mi./km.) | Sheet Numbers and Approval Date | Performance Responsibility |        |                              |
|----------|------|--------------|--------------------------|---------------------------------|----------------------------|--------|------------------------------|
|          |      |              |                          |                                 | Survey                     | Design | Const. Staking <sup>1/</sup> |
| Road No. | Name |              |                          |                                 |                            |        |                              |
|          |      |              |                          |                                 |                            |        |                              |

<sup>1/</sup> Indicate timing, i.e., before clearing (BC) or after clearing (AC).

- (3) Location and construction of Specified Roads shall be agreed to in writing before construction is started. Unless otherwise provided herein, construction may be progressive during this contract. The location and clearing widths of all Temporary Roads or facilities shall be agreed to in writing before construction is started. "Temporary Roads" are roads other than Specified Roads that are constructed by Purchaser for the purpose of harvesting Included Timber.
- (4) Use of Roads by Purchaser. Except as provided herein, Purchaser is authorized to use existing National Forest system roads and Specified Roads when Seller determines that such use will not cause damage to the roads or National Forest resources. If Purchaser's use of an existing Temporary Road, Specified Road, or National Forest system road cannot be satisfactorily accommodated without reconstruction, Purchaser may be authorized to use such road upon agreement as to the minimum reconstruction work that Purchaser shall perform before hauling.

- (5) Existing roads are shown on Sale Area Map. Existing roads that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and road structure which either cannot be used for log hauling or may be used only under the restrictive limitations stated herein are listed below Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

|             |  |
|-------------|--|
| <u>Code</u> | <u>Use Limitations</u>   |
| X           | Hauling prohibited   |
| R           | Hauling restricted   |
| U           | Unsuitable for hauling prior to completion of agreed reconstruction        |
| P           | Use prohibited   |
| A           | Public use restriction   |
| W           | Regulation waiver  |
| O           | Road may be used without restriction, unless unreasonable damage is caused |

Roads coded A will be signed by Seller or Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**Road List**

| Road Number | Road Name | Termini |    | Map Legend | Description of Restrictions |
|-------------|-----------|---------|----|------------|-----------------------------|
|             |           | From    | To |            |                             |
|             |           |         |    |            |                             |
|             |           |         |    |            |                             |
|             |           |         |    |            |                             |

- (6) When not otherwise designated by the Seller, the location and use of all roads, recreational infrastructure, landings, mill sites and campsites on Forest Service land is subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, recreational infrastructure, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the Seller, is the responsibility of the Purchaser.
- (7) Road Maintenance. Purchaser shall maintain roads, commensurate with Purchaser's use. Roads must be left in as good or better condition than existed prior to harvest. Performance of road maintenance work by Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Purchaser's operating schedule and road conditions. Specific required road maintenance specifications are included below.
- i. Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Contract Road Maintenance Requirements Summary**

| Road | Termini |    | Miles | Timing:<br>- Pre-haul<br>- During<br>- Post haul | Applicable Road Maintenance Specifications |  |  |  |  |  |  |  |  |  |
|------|---------|----|-------|--|--|--|--|--|--|--|--|--|--|--|
|      | From    | To |       |  |  |  |  |  |  |  |  |  |  |  |
|      |         |    |       |  |  |  |  |  |  |  |  |  |  |  |
|      |         |    |       |  |  |  |  |  |  |  |  |  |  |  |
|      |         |    |       |  |  |  |  |  |  |  |  |  |  |  |
|      |         |    |       |  |  |  |  |  |  |  |  |  |  |  |
|      |         |    |       |  |  |  |  |  |  |  |  |  |  |  |

- (8) When two or more commercial users are simultaneously using the same road, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. Seller must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Seller shall resolve the differences.
  - (9) If Purchaser elects to use different roads than those documented on the Sale Area Map or those listed in this par. 18.a, Seller shall determine Purchaser's commensurate share of road maintenance.
  - (10) Unless agreed in writing, pre-haul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.
  - (11) Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
  - (12) Berms constructed on Forest Service land shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller.
  - (13) Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Purchaser shall employ such measures as out-sloping, drainage dips, and water-spreading ditches. After a Temporary Road has served Purchaser's purpose, Purchaser shall give notice to Seller and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, and remove ruts and berms. Purchaser shall effectively block the road to normal vehicular traffic at the direction of the Seller where feasible under existing terrain conditions, and build cross ditches and water bars, as directed by the Seller. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
  - (14) Purchaser is authorized to cut and use for construction timber designated by agreement.
  - (15) Use by Others. Forest Service and Seller shall have the right to use any road constructed by Purchaser under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Purchaser hereunder when Seller determines that such use will not materially interfere with Purchaser's operations. Third party use shall be contingent upon Seller determining, and third party agreeing to pay, a fair share of maintenance cost commensurate with such commercial use.
  - (16) Unless otherwise provided in this Contract, Seller shall authorize other commercial uses of roads constructed by Purchaser hereunder only if:
    - i. Seller makes appropriate arrangements to relieve Purchaser of related maintenance costs commensurate with such other uses and
    - ii. Such other uses will not materially interfere with Purchaser's operations.
  - (17) Purchaser shall keep roads and trails needed for fire protection or other purposes and designated on Sale Area Map reasonably free of equipment and products, slash, and debris resulting from Purchaser's operations. Purchaser shall make timely restoration of any such improvements damaged by Purchaser's operations and, when necessary because of such operations, shall move such improvements.
- b. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller.
  - c. Slash that has entered into designated trail right of ways, parking lots, woods roads, and other designated use areas shall be removed on a daily basis and scattered within the sale area to the satisfaction of the Seller.
  - d. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):
  - e. Best Management Practice (BMP) requirements and other Guidelines:
    - (1) The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this

publication is available upon request to the Seller if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.

- (2) The Purchaser shall make every attempt to comply with Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09 unless specifically provided otherwise below. In particular, the Purchaser agrees to work cooperatively with the administering forester and any subcontractors to address the considerations in BMPs 4.4, 4.5, 4.6, 5.1, 5.2, 5.3, 5.5 and 9.1. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/invasive-species-bmps/forestry-bmps>. Purchaser agrees to scrape or brush soil and debris from exterior surfaces, to the extent practical, to minimize the risk of transporting propagules.
- (3) The purchase shall comply with all General Guidelines as described in "*Wisconsin's Forestland Woody Biomass Harvesting Guidelines*" published by the Wisconsin Department of Natural Resources, publication Pub- FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: <http://www.wisconsinforestry.org/initiatives/other/woody-biomass>
- (4) Other:

#### 19. SOIL DISTURBANCE AND RUTTING

- a. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.
- b. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.



*Table 1. Thresholds for soil disturbances.*

| <u>Timber Sale Infrastructure</u>                             | <u>Soil disturbances are excessive if:</u>   |
|---|--|
| <u>Roads, Landings, Skid Trails, and General Harvest Area</u> | <ul style="list-style-type: none"> <li>▪ A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</li> </ul>  |
| <u>Roads, Landings, and Primary Skid Trails</u>               | <ul style="list-style-type: none"> <li>▪ In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</li> <li>▪ In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.</li> </ul> |
| <u>Secondary Skid Trails and General Harvest Area</u>         | <ul style="list-style-type: none"> <li>▪ A gully or rut is 6 inches deep or more and 100 feet long or more.</li> </ul>   |

*Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.*

- c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- d. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):
  - (1)
  - (2)

20. OTHER APPROVALS. Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of all approvals.

21. SURVEY MONUMENTS. The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Purchaser's operations, Purchaser shall notify Seller. Purchaser shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners, or accessories. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Purchaser shall record such survey in appropriate county records.

22. INDEMNIFICATION. The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller and the Seller's employees and agents in any cause of action or suit.

23. INDEPENDENT CONTRACTOR. The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the

harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 2.b. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

24. INSURANCE; NOTIFICATION.

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on Forest Service land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats.
- b. Other insurance requirements:
- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

25. NONDISCRIMINATION. (State Contract requirement) In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

26. AFFIRMATIVE ACTION PLAN. (State Contract requirement) Contracts estimated to be fifty thousand dollars (\$50,000) or more require the submission of a written affirmative action plan. Purchasers with a work force of less than fifty (50) employees are exempted from this requirement.

27. ASSIGNMENT.

- a. The Purchaser is precluded from assigning payment and Contract oversight, duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach. The Seller reserves the right to prohibit a particular sub-contractor from performance of this Contract if it is deemed in the Seller's best interest, as determined by the Seller based on past performance by the subcontractor on national forest, county forest, or state timber sales or civil or criminal timber theft citations.
- b. The Seller may assign responsibility for administering this Contract on behalf of the Seller to another at the sole discretion of the seller, including to the Forest Service, to a county forestry department, or to a consulting forester hired by the Seller. In such an instance, the assigned Contract administrator may be assigned responsibility and authority to administer any provision of this Contract. In any case of conflict between the Purchaser and an assigned sale administrator, the Purchaser shall contact the Seller for resolution.

28. ENTIRE CONTRACT. This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and that no modifications of this Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.
29. CONTRACTING PARTIES.
- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
  - b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.
30. INSPECTION. The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
31. The Purchaser has no access or privilege to go upon Forest Service land other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.
32. SCALING AND CONVERSION FACTORS.
- a. When peeled cordwood is measured, it is agreed that 12.5% will be added to handpeeled or stroke delimeter/processor peeled volume and 16% to ring debarked volume.
  - b. The Scribner Decimal C Log Rule shall be used for scaling logs.
  - c. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
33. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Contract.
35. SAFETY.
- a. Utilities. The Purchaser is responsible to contact the digger's hotline, the controlling utility company, and/or other informational sources performing similar services, prior to digging or conducting other activities on the Forest Service property which may result in contact with utility or service lines or facilities.
  - b. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.
36. PROTECTION OF PROPERTY AND IMPROVEMENTS:
- a. Purchaser shall protect from damage roads and other improvements of the Seller or Forest Service (such as roads, trails, telephone lines, ditches, fences, signs, buildings, etc.):
    - (1) Existing in the operating area, and
    - (2) Determined to have a continuing need or use, as determined by the Seller.

- b. Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Purchaser shall confine operations to within the areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, slash, or other debris outside these areas. Material that falls outside these areas shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.
  - c. Purchaser shall protect from damage property and improvements not owned by the Seller or Forest Service (such as trees, roads, trails, telephone lines, ditches, fences, signs, buildings, etc.):
    - (1) When Purchaser's operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Purchaser has identified actions necessary to prevent damage.
    - (2) Purchaser shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.
    - (3) In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Purchaser shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.
    - (4) When materials are to be hauled across and utility right-of-way or the tracks of any railway, Purchaser will make arrangements with the utility company or railroad for the use of any existing crossing or for any new crossing required. All construction work to be performed by Purchaser on the right-of-way shall not damage railroad, utility company, Seller, or Forest Service property.
37. PROTECTION OF PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES:
- (a) Areas, known by Seller prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map and/or identified on the ground, and shall be treated as follows:
    - (1) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, or skid trails approved by the Seller. Purchaser may be required to backblade skid trails and other ground disturbed by Purchaser's operations within such areas in lieu of cross ditching required under the Contract. Additional special protection measures needed to protect such known areas are identified in (e) below.
    - (2) Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.
    - (3) Purchaser shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Seller are for any reason inadequate, Seller may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to par. 2.(b) or terminate this Contract pursuant to par. 4.
    - (4) Purchaser shall immediately notify the Seller if its operations disturb or damage any area identified as needing special protection and shall immediately halt its operations in the vicinity of such area until the Seller authorizes continued operations. In the event that Purchaser's operations disturb or damage an area identified as needing special protection, then Purchaser shall reimburse the Seller for the full cost and expense of any evaluative and remedial measures undertaken by the Seller or the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Purchaser from civil or criminal liability under applicable law.
  - (b) Nothing contained in this Subsection shall establish, or be deemed to establish any express or implied warranty on the part of the Seller (i) that the Seller has identified all areas within the Sale Area requiring special protection, or (ii) that measures prescribed by the Seller for protection of such areas are adequate.
  - (c) Following sale advertisement, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal or state lists of protected species. In such event, Seller may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to par. 2.(b) or terminate this Contract pursuant to par. 4.
  - (d) Discovery, by either the Purchaser or the Seller, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.
  - (e) Site Specific Special Protection Measures. Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

(1) Cultural Resource Protection Measures:

(2) Wildlife and Botanical Protection Measures:

(3) Cave Resource Protection Measures:

38. DEBARMENT AND SUSPENSION. Purchaser may not enter into or perform under this Contract at any time that they are debarred or suspended from entering into Federal contracts, as verified by the Seller utilizing the Systems for Award Management (SAM), [www.sam.gov](http://www.sam.gov).

39. FELONY CONVICTION. Purchasing corporation may not have been convicted of a felony criminal violation under any Federal law within the 24 months preceding signing of this contract nor have unpaid Federal tax liability. Corporation or their principals subject to this requirement shall provide the appropriate certifications, as required by the Seller.

40. OTHER CONDITIONS: *(include if applicable)*

a. *Release of Mill Records. The Purchaser agrees that mill slips or records respecting timber from the Seller's sale*

*area, are to be released to the Seller upon Seller's request, and that the Purchaser will execute any letter or form of the Purchaser to that effect upon Seller's request.*

b. *Annosum Root Rot Treatment. This sale requires the Purchaser to complete Annosum root rot preventive treatment 4/1-11/30. Treatment must be performed by a Certified Pesticide Applicator. Treatment involves chemically treating all fresh-cut stumps of pines of merchantable size by applying either Sproax (sodium tetraborate decahydrate) or CELLU-TREAT (disodium octaborate tetrahydrate). Treatment shall be made as soon as possible and no later than one day after harvest and a dye product shall be added to liquid solutions for inspection purposes. The cost of this application can vary based on application method and harvest conditions but should be considered when submitting bids on these timber sales.*

41. LIABILITY FOR LOSS. If timber is destroyed or damaged by an unexpected event that changes the nature of timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Purchaser. Deterioration or loss of value of salvage timber is not an unexpected event and Purchaser shall bear any timber value loss.

In the event timber to which Forest Service holds title is destroyed, as determined by Seller, Purchaser will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, as determined by Seller, the State National Forest Liaison shall make an appraisal to determine for each species the difference between the appraised unit value of timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current contract rates in effect at the time of the value loss shall be adjusted by the differences to become the redetermined rates.

This subsection shall not be construed to relieve either party of liability for negligence.

ATTACHMENTS. Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

- a. Map(s) or Diagrams(s) of Sale Area;
- b. Payment Schedule and Conditions of Payment;
- c. Prospectus;
- d. *(If Applicable) – Road design and construction specifications.*
- e. Other: \_\_\_\_\_

SELLER

Date \_\_\_\_\_

By \_\_\_\_\_

PURCHASER

Date \_\_\_\_\_

By \_\_\_\_\_

Withhold personal identifiers collected on this form from disclosure on any list of 10 or more individuals that the DNR is requested to provide to another person. [s. 23.45(2) and (3), Wis. Stats.]

## **APPENDIX F**

### **Operating Procedures & Quality Controls**

Wisconsin DNR Good Neighbor Project Operating Procedures:  
statement of timber sale procedure specifics

#### **1.Silvicultural Prescriptions:**

- a. Forest Service will provide approved timber stands identified by the Forest Service that have cleared NEPA and meet GNA goals.
- b. Forest Service will develop training to the State for silvicultural plan writing and marking prescriptions.
- c. State will write silvicultural prescriptions, marking guidelines and reforestation plans (KV) for all stands in each project site.
- d. Forest Service District Certified Silviculturist reviews and approves all plans.
- e. Forest Service will forward approved silvicultural plans the State GNA Operations Leader for assignment of fieldwork.
- f. Forest Service will supply files of assigned areas stand lines map and digital stand layer.

#### **2.Timber Sale Boundaries Established (Project Design and Layout)**

- a. The State will establish general project boundaries according to the GNA project silvicultural plan.
- b. The State will flag external boundaries of the entire project; adjust and realign until finalized.
- c. If applicable, the State will flag any interior unit or block boundaries; adjust and realign until finalized.
- d. If applicable, the State will flag any special treatment areas, protection areas, exclusion zones, openings or clear cuts, and the like as described in silvicultural plan and marking guidelines.
- e. Paint all project boundary lines and label them with stand number or distinguishing marks using the appropriate paint color(s) as shown in Table 1.
- f. The State will traverse all stands of the sale project area. They will develop a complete project area map, with specific acreage for each component as necessary, broken down by stand.
- g. The State will develop a table that describes the various components of the sale listed by stand and acreage. They will maintain records of all traverse data and reports (GPS or azimuth-distance) as part of the project file.
- h. The State will use Forest Service stand numbers and names to identify sale areas.

#### **3.Timber Marking**

- a. The State will specify marking guidelines in silvicultural plans for each stand. A map of marking work will be provided.
- b. Projects will be marked using standard marking paint. Tracer paint will not be required.
- c. The primary methods for designating timber for harvest include marking the trees to be cut, or to be left in each stand.
- d. The State will use a paint mark at or above DBH on both sides of trees and another mark below stump height for each cut tree or leave tree to be marked.

- e. The State will use the appropriate paint color(s) as shown in Table 1. They will record colors used for timber marking of each sale component for inclusion in the timber sale contract.
- f. At completion of marking each stand, the State will report stand number, paint colors used and acres to project manager.

**Table 1**  
**National Paint Scheme for Timber-Related Activities**

\* These are secondary colors to be used only if the primary color cannot be used.  
Use the primary color whenever possible.

| Work Item            | Primary Color | Secondary Color* | Tertiary Color* |
|----------------------|---------------|------------------|-----------------|
| Cut Trees            | Blue          | Yellow           | Green           |
| Leave Trees          | Orange        |                  |                 |
| Cultural Resources   | White         |                  |                 |
| Wildlife Reservation | White         |                  |                 |
| Cutting Boundary     | Orange        |                  |                 |
| Cancel Prior Work    | Black         |                  |                 |
| Property Lines       | Red           |                  |                 |

**4. Volume Determination**

- a. Project stands require an estimate of tree volume to be removed (marked and/or designated), use the accepted method of sampling, variable plot cruising with 10 BAF. Cruise systems standards are detailed in Wisconsin DNR Timber Sale Handbook, (TSH) chapter 24. Tally of volume while marking is done is acceptable.
- b. The State will adhere to sampling error standards as appropriate to stand size and complexity as described in *Timber Sale Handbook, Cruise Accuracy Guide, chapter 23*.
- c. The State will maintain sufficient records to provide an audit trail of how the project contract volume was derived: from cruise plan to the final calculation of net volume entered in the sale prospectus and Timber Sale contract. At a minimum, the State will maintain the following information:
  - i. The original cruise design, including all changes to the original plan. Include the name of the person who prepared the plan or changes.
  - ii. Cruise implementation notes that indicate what was actually done on the ground, such as: maps, tallies, plot locations used, plot location details and any deviations from the cruise design.
  - iii. Cruise reports printed from cruise software.
  - iv. Work sheets that document any adjustments made to the volume shown on the cruise reports.
  - v. Traverse data and reports (GPS or azimuth-distance).
- d. The State will determine and record volumes by stand. At a minimum:
  - i. Develop a table that lists volumes by the various sale units, blocks or other components; and by individual stands.
  - ii. Develop a table that lists total volume by Project area.
  - iii. Entry of volume will be on Wisconsin DNR form 2460-001.



- e. Concerning the utilization specifications for cruising, the State will detail pulpwood volumes and sawlog volumes.
- f. Units from cruise (MBF, cords, tons, ccf, other) must be detailed. The Wisconsin DNR weight conversion factors will be used, TSH, chapter 12.
- g. Comingling volume from cruise (e.g. 18 product code designation) can be done after all individual volumes are calculated.
- h. The State quality control and consistency measures are to conduct cruising evaluation for County or consulting foresters. State personnel will need to perform a 5% check cruise.

### **5.Appraisals**

- a. Use Wisconsin DNR timber product appraisal base rates from the County of DNR Property adjacent to the timber sale on form 2460-001 page 2. All rates are found in DNR WisFIRS program.
- b. Use the State rounding guidelines for final value and volume numbers, TSH, chapter 43.
- c. The State Project Leader will check-in with the Forest Service for minimum rate comparison. Calculation of Forest Service base rates will be used as minimum if lower than the calculated, Wisconsin DNR minimum appraisal rate.
- d. Wisconsin DNR rates will not be allowed below the Forest Service minimum rates.
- e. Reforestation and/or restoration work will be delegated to the State or the Forest Service. The State will expense, when not done by the Forest Service, all reforestation and post-sale activities to GNA timber sale revenue.

### **6.Map guidance**

- a. The State will develop a sale map detailing plan harvest areas and cruise/marketing information. Sale maps will be created using Wisconsin DNR TSH appendix A-9 example.
- b. The Forest Service will develop a template for the State map consistency.
- c. The State will use their mapping elements and symbols.
- d. The State will clearly define roads to be used, landings, and map features on timber sale map.

### **7.Prospectus guidance**

- a. The State timber sale write up of prospectus will use elements in TSH. Chapter 60.
- b. The State will use 2460 forms to detail sale descriptions, species and product volumes, appraisal values and sale special conditions.
- c. The State will use all seasonal restrictions for each sale area or units in the sale. These are stated in the Forest Service NEPA document.
- d. Performance Bond shall be the greater of \$1000 or 15% of the total bid value. This will be stated in the Prospectus.
- e. The State will describe in TSH Chapter 50 the sale method. They will state the lump sum, haul ticket, or scaled sale system on the prospectus and detail the special sale conditions to be met.
- f. The sale final write up will be signed by the forester. The State sale coordinator or operations leader will review prospectus page and map.

### **8.Timber Sale Write up Completed**

- a. State sale detail elements listed for all sales on 2460-001 form pages 1, 2 will be filled out. Approval signature required by State Team Leader or State GNA Operations Leader.
- b. Sale map included from developed plan detail and cruise/marketing information.
- c. Map will detail road system that will be utilized for timber sale hauling and wood landings.
- d. Prospectus page developed for bidding package from cruise, marking, map and appraisal of total sale area. Include Congressional District designation on each sale document.
- e. Review/approval of all sale write ups and prospectus will be done by State Team Leader and GNA Operations Leader.
- f. Forest Service will approve each sale prior to advertising. Submit timber sale final write up to Chequamegon-Nicolet National Forest, Forest Supervisor or designated representative. When returned approved, sale advertising can commence.
- g. Record stand and management info for update of GNA records in WisFIRS data base as Sale establishment A-Notice on 2460-001 form.

### **9. Advertising**

- a. A sale prospectus package will be developed with bidding details and deadlines.
- b. This will include an information cover letter, sale locator map, sale description with harvest values and volumes summarized in a minimum bid price and bid forms for prospective sale bidders.
- c. Prior to advertising, all sale materials for single or multiple sale areas will be reviewed by State National Forest Liaison forester and State GNA Operations Leader for completeness.
- d. The State requires 2 newspaper ads in County of sale, out at least two weeks prior to bid opening.
- e. Mailing list from Forest Service is maintained to include all interested vendors in advanced mailing of sale notice and will be provided to the State.
- f. Web advertising is developed to post the prospectus on a website and a post card can go out to the Forest Service and State mailing list for notice and location of bidding materials.

### **10. Bidding**

- a. East and West Chequamegon-Nicolet National Forest bidding locations will be used to hold public bidding procedure. This location will be included with mailings and website info. State TSH chapter 60 bidding process will be used.
- b. All bid results will be posted on the State's GNA website as soon as possible after bids are accepted and approved by the State.  
Send Chequamegon-Nicolet National Forest Timber Program Manager, Wisconsin DNR forestry Team Leaders and other interested parties bid results summary.

### **11. Contract Awarding to Acceptable Bidder**

- a. Timber Sale Contract approval is subject to State requirements.
- b. Contracts are written up and proofed within 3 weeks from bidding day.
- c. Record keeping file to be set up and list the elements required on schedule 2460-00SA-D.
- d. Sustainable Forestry Initiative (SFI) training certificates, insurance certificates and other contract requirements are due prior to signature of contracts. Performance bonds are due within six weeks of bid date or penalty is imposed.
- e. Contract signatures by the State Team Leader or State GNA Operations Leader required prior to sending them to contractor for signature.

- f. State will direct all contract and required contract documents be sent from contractor to the sale lead forester for filing and maintenance of the active sale process.

**12. Financial and Documentation aspects of Contract Timber Sale**

- a. Assign all sale financial record keeping to Wisconsin DNR forester or designated forestry staff.
- b. Fill in and enter into WisFIRS the sold sale information as the B-Notice for 2460-001 data.
- c. Establish ledger and Journal data base for recording all sale contracted transactions.
- d. Establish an active sale file to house all sale documents and financial transaction documentation.
- e. The State must report sale financial activities to the Forest Service Timber Program Manager monthly and quarterly for all GNA Forestry activities.
- f. All costs and expenses for GNA project work will be recorded in the Financial Plan spreadsheets.
- g. Annual reporting of stumpage revenue is required on the Financial Plan document that is sent to the Forest Service.

**13. Sale administration**

- a. Each GNA timber sale will have a sale administrator assigned to it.
- b. State TSH forms to document sale activities include, pre-sale meeting form 2460-009, sale harvest inspection record 2460-002 and sale closeout checklist 2460-013.
- c. Sale administrator is responsible for all file element retention as detailed in DNR TSH Chapter 70.
- d. Conduct a pre-work meeting with the Contractor. This may include a LE Officer from the State and the Forest Service.
- e. Perform standard timber sale administration as described in the State TSH. Maintain written records of each project administration check, phone calls and any notes as part of the project record.
- f. Use the budget fund number to all transactions. All monies collected go to the State on form 2460-003.
- g. Upon inspection and completion of all contract elements each timber sale project, complete final inspection report and begin close out of the sale.
- h. State will return Performance Bond minus any documented damages or penalties to purchaser through sale transaction form 2460-003.
- i. Complete all closeout procedures of final sale close out as part of the project file.
- j. Close out form 2460-013 will be completed and filed with sale documents.
- k. Sale administrator turns in all file items to State GNA National Forest Liaison and it then is forwarded on to National Forest Specialist for reporting to Forest Service quarterly.

**14. Reporting**

- a. State sale reports for closed out sales, project revenues work, post-sale activity stand work will be on a quarterly basis. State reports annually for financial information, silvicultural prescription approvals, timber sale set up and sold accomplishments. Forest Service Timber Program Manager will develop a checklist of reports for each District. One copy to the District office is sufficient.

- b. The time and effort for preparing reports should be cost-out fully and included in the reimbursement from Forest Service to the State as part of the project.
- c. Notification at the end of a calendar quarter of all GNA closed sales since the previous quarter to Forest Service Timber Program Manager.

## The State Good Neighbor Timber Sale Project Quality Control Procedures

### Quality Control for GNA Timber Sale Projects

1. At completion of marking each stand, report stand number, paint colors used and acres to project manager.
2. Quality control and consistency measures: a State Forester shall conduct an evaluation of all timber marking that is completed by consulting foresters, County Forestry department staff, and other State Forestry staff. Ensure all prescription conditions are met on marked GNA timber sales prior to Forest Service notice of timber sale set up.
3. Notify Forest Service District point-of-contact when marking/cruising is completed for each timber sale prior to write up of GNA timber sale contract preparation.
4. Timber sale write up (including Form 2460), map and supporting materials for each management area will be reviewed and approved by a State Team Leader and the State GNA Operations Leader. This review will be to examine the sale details to evaluate cruise accuracy, proper sale documentation, and completeness.
5. Timber Sale Contract approval and administration is subject to State GNA contract requirements. Required elements include FISTA training, worker's compensation insurance confirmation, bond amount and receipt and other timber sale contract specifications.
6. Perform standard timber sale administration consistent with guidance in Timber Sale Handbook. Maintain written records of each project administration inspection, all correspondence, and any notes as part of the project record. Conduct a pre-work meeting with the Contractor, to be documented on DNR Form 2460-009. Document regular sale inspections on DNR Form 2460-002. Timber sale closeout (including Form 2460-013) reviewed and approved by State GNA Operations Leader.

### Chequamegon-Nicolet National Forest Quality Control for GNA Timber Sale Projects

1. Forest Service will develop and conduct training for State personnel for silvicultural plan writing.
2. Forest Service District Certified Silviculturists review completed silvicultural plan and marking guidelines and communicate approval or request modifications within 15 business days of submission or provide written notification with justification and alternative completion timeframe.
3. The State shall submit timber sale final write up to Chequamegon-Nicolet National Forest, Forest Supervisor or designated representative. Forest Service Timber Program Manager or alternative designee of the Forest Supervisor will review and approve each draft timber sale contract prior to advertising and will communicate approval or request modifications within 15 business days of submission or provide written notification with justification and alternative completion timeframe.
4. Forest Service designated personnel will "walk-through" approximately 5% of marked stands prior to approval of timber sale contract to review adherence to silvicultural prescriptions. Results of "walk-throughs" will be critiques and suggestions for future work and provided to State National Forest Specialist in writing. "Walk-through" will not necessitate re-marking if the spirit of the prescription and primary objectives is adhered to.

Chequamegon-Nicolet National Forest/Wisconsin DNR Joint Quality Control for GNA  
Timber Sale Projects

1. The Forest Service and the State will perform a joint interdisciplinary review of 1 closed timber sale per year. This review will be led by the Forest Service and focus on the achievement of project objectives/outcomes and provide positive feedback for future project work. The main objectives of the review are to:
  - a. Assess the attainment of management objectives and compliance with resource mitigation measures as set forth in the project-specific environmental documentation (NEPA) and the Forest Plan
  - b. Measure and evaluate compliance with applicable laws and regulations
  - c. Identify and prevent (or resolve) controversial issues,
  - d. Identify timber sale situations that may lead to negative environmental impacts and recommend modifications,
  - e. Provide feedback to Forest Service and State staffs involved with GNA projects.
  - f. Evaluate post-sale monitoring of NEPA identified mitigation measures.