



FS Agreement No. 15-GN-11091300-109  
Cooperator Agreement No. \_\_\_\_\_

**GOOD NEIGHBOR AGREEMENT  
SUPPLEMENTAL PROJECT AGREEMENT**  
To  
MASTER GOOD NEIGHBOR AGREEMENT #15-GN-11091300-108  
BETWEEN  
THE STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES  
AND THE  
USDA, FOREST SERVICE, REGION 09  
CHEQUAMEGON-NICOLET NATIONAL FOREST

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the Wisconsin Department of Natural Resources hereinafter referred to as “the State,” and the USDA, Forest Service, Region 09, Chequamegon-Nicolet National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206, (Good Neighbor Authority), and Wis. Stats. ss. 20.370 (1) (cz), 20.370 (1) (mv) and 28.15, and specified under the provisions of Master Good Neighbor Agreement #15-GN-11091300-108. The CFDA for this agreement is 10.691.

**Title: Good Neighbor Supplemental Project Agreement for Forest Restoration Services**

**Authorized Activities:** Only authorized forest, rangeland, and watershed restoration services are allowed under this SPA which includes 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. Services not allowed under this SPA includes construction, reconstruction, repair, or restoration 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. Road maintenance and construction and decommissioning of temporary roads necessary to implement restoration or improvement projects are allowed. Timber Sales may be conducted on National Forest System lands as approved in Appendix D of this SPA.

**I. GENERAL PROJECT DESCRIPTION**

The State of Wisconsin and the USDA 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 Land and Resource Management Plan and that are authorized under Good Neighbor Authority.

In consideration of the above premises, the parties agree as follows:



## II. RESPONSIBILITIES:

### A. The State shall:

1. Collaborate with the Forest Service in development of the Scope of Work (SOW) as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, and the Timber Removal Plan, Appendix D, if attached. As appropriate, work will comply with requirements of the National Environmental Policy Act (NEPA) decision as well as provided or approved silvicultural prescriptions and timber marking guides. The State shall utilize the information provided by the Forest Service to comply with Federal regulations including the protection of federal resources, permitted uses and forest product accountability.
3. 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 30 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. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).
4. Report timber sales completed quarterly, including total harvest volumes, to the Forest Service.
5. Remit payment of the bill for collection, for the approved rate for timber harvested within 30 days of receipt of bill for collection. Payments should be sent to the address shown on the bill for collection.
6. Monitor the use of Program Income and report Program Income values and use to the Forest Service at least annually. The State must receive prior approval from the Forest Service for activities in which the state will require reimbursement of funds from the Forest Service, before performing reimbursable activities.

### B. The U.S. Forest Service shall:

1. Collaborate with the State in development of the Scope of Work as described in C1 below.
2. Perform the activities described in the Scope of Work, attached as Appendix A, and the Timber Removal Plan, Appendix D, if attached. The Forest Service must be involved in the development and implementation of any work performed on National Forest System (NFS) lands.



3. Complete all necessary National Environmental Policy Act (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.
4. Provide information to the State, such as NEPA mitigation or requirements; silviculture prescriptions and marking guides; and locations of protected resources as necessary to comply with federal law, regulation, and policy.
5. Ensure appropriate property boundary line determination and designation, if applicable, is completed prior to implementation of project activities.
6. Bill the State quarterly for all timber reported harvested by the State. Payment is due within 30 days of the date of billing. Bill for Collection will be sent to

Forestry Financial Specialist, FR/4  
C/O Kathy Mather  
Wisconsin Department of Natural Resources  
P.O. Box 7921  
Madison, WI 53707

7. Consistent with all sales of NFS timber, the Forest Service shall provide for the review of sale preparation work by competent, experienced specialists. The review must determine that sale preparation followed the provided or approved silvicultural prescription and standard operating procedures, as agreed to in Appendix F, and other resource protection requirements or guidance for sale preparation. The review must include on-the-ground review of quality and compliance with environmental analysis for a sample of the sales as determined in the Scope of Work. See Appendix F item XV.

C. It Is Mutually Understood and Agreed By And Between The Parties That:

1. JOINT SCOPE OF WORK (SOW). Both parties will collaborate in the development of a SOW, which will be incorporated and made a part of this agreement. 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.
2. 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.

3. ADVANCE AND REIMBURSABLE PAYMENTS. 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, [kwelch@fs.fed.us](mailto:kwelch@fs.fed.us); Program Manager, U.S. Forest Service

4. 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:

- Any royalties or other special classes of Program Income which, under the provisions of the agreement, are required to be returned.



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:

- a. Making an administrative offset against other requests for reimbursement.
- b. Withholding advance payments otherwise due to the State.
- c. 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 U.S. Forest Service may charge interest on an overdue debt.

5. NON-FEDERAL STATUS FOR STATE PARTICIPANT LIABILITY. The State agree(s) that any of their employees, volunteers, sub-recipients, 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 willingly agrees to assume these responsibilities to the extent allowed by state law.

Further, the State shall provide any necessary training to their employees, volunteers, sub-recipients, 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, volunteers, and participants performing under this SPA.

6. CONTRACT REQUIREMENTS. When procuring property and services under this Master 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.
7. MODIFICATIONS. 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
8. 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. The output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable,

- Reason(s) for delay if established goals were not met.

The State shall submit annual performance reports. These reports are due 30 days after the reporting period ending June 30. The final performance report shall be submitted either with the State's final payment request, or separately, but not later than 90 days from the expiration date of the Good Neighbor Agreement.

9. 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.
10. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The State may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Scope 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 U.S. Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable U.S. Forest Service statements of responsibilities.
11. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service become property of the United States. These improvements will be 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 Master Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
12. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used by the State employees or State sub-awardees or State sub-contractors, including county forest employees and contracted consulting foresters, for official U.S. Forest Service business only 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. It is not the intent to provide the State the use of U.S. Forest Service vehicles. The occasional use of U.S. Forest Service vehicles for particular activities, such as joint inter-disciplinary review, will be mutually agreed upon.
13. FUNDING EQUIPMENT. Federal funding under this agreement is not 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.

14. AGREEMENT CLOSE-OUT. 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 must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR 200.343.

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 U.S. Forest Service by the State.

If this agreement is closed out without audit, the U.S. 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.

15. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

- a. When the U.S. 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.
- b. 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 U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement 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 U.S. Forest Service shall allow full credit to the State for the U.S. Forest Service share that cannot be cancelled and were properly incurred by the State up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

16. ADVANCE PAYMENT FOR TIMBER. Advance payment to the U.S. Forest Service for timber harvested is not required under this Good Neighbor Agreement. 36 CFR 223.34 requires that all sales contracts provide for payment or satisfactory payment guarantee in advance of harvest. Good Neighbor Agreements are not sales contracts; therefore, the U.S. Forest Service will accept this signed agreement as documentation that the State stands behind the agreement with the full faith and credit of the State.



**III. CONTACTS & TIME LIMITS:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal State Contacts:**

<b>State Program Contact</b>	<b>State Administrative Contact</b>
Name: Joe Schwantes, County & Public Forest Specialist Address: PO BOX 7921 City, State, Zip: Madison, WI 53707 Telephone: (608) 264-9217 FAX: (608) 266-8576 Email: joseph.schwantes@wi.gov	Name: Kathy Mather, Forestry Financial Specialist Address: PO BOX 7921 City, State, Zip: Madison, WI 53707 Telephone: (608) 266-6982 FAX: (608) 266-8576 Email: kathy.mather@wi.gov
Name: Rebecca Diebel, Policy Advisor Address: P.O. Box 7921 City, State, Zip: Madison, WI 53707 Telephone: 608-266-9261 FAX: 608-266-8576 Email: rebecca.diebel@wi.gov	

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Karl Welch, Timber Program Manager Address: 500 Hanson Lake Road City, State, Zip: Rhinelander, WI 54501 Telephone: 715-362-1329 FAX: 715-369-8859 Email: kwelch@fs.fed.us	Name: Tina Smith, Grants Management Specialist Address: 500 Hanson Lake Road City, State, Zip: Rhinelander, WI 54501 Telephone: 715-362-1388 FAX: 715-369-8863 Email: tmsmith@fs.fed.us

- B. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.  
 The start date of this award is the date of the Forest Service signatory official signature.

The end date, or expiration date is **08/04/2025**.





IV. APPROVAL

A. 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 hereto have executed this agreement as of the last date written below.

*[Signature]*  
\_\_\_\_\_  
CATHY STEPP, Secretary  
Wisconsin Department of Natural Resources  
9/10/15  
Date

*[Signature]*  
\_\_\_\_\_  
PAUL I.V. STRONG, Forest Supervisor  
U.S. Forest Service, Chequamegon-Nicolet National Forest  
9/14/15  
Date

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

*[Signature]*  
\_\_\_\_\_  
TINA SMITH  
U.S. Forest Service Grants Management Specialist  
9/10/15  
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 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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## Supplemental Project Good Neighbor Authority Agreement

### Appendices

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## **APPENDIX A** **SCOPE OF WORK**

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

The State of Wisconsin, Department of Natural Resources (the State) and the USDA Forest Service, Chequamegon-Nicolet National Forest (U.S. 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 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 Program Income. 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 another ten year agreement at approximately year five of this agreement, which will allow some of the timber sales established as part of this agreement to be sold and administered as part of the subsequent agreement.

The State of Wisconsin Department of Natural Resources (the State) and the Chequamegon-Nicolet National Forest (U.S. 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 U.S. 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 U.S. 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 U.S. 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.



## **II. 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, Appendix C shall include treatment types, locations, and acres and shall identify specific tasks to be completed by the State and U.S. Forest Service.

## **III. Plan of operations & quality control plan:**

The U.S. 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 the supplemental project agreement shall communicate quarterly, at a minimum, to ensure operations are proceeding according to the agreement. Local U.S. 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 U.S. 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 sub-awardees of or 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.

**IV. 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). When the timber harvest project phases described above will not all be conducted by the State, 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 U.S. Forest Service.

**V. The State Shall:**

- A. 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 Program Income. Work with the U.S. Forest Service to identify and select project areas and types of project work. Take U.S. Forest Service data and import into state programs, when possible and beneficial. Identify objectives. Generate maps or utilize maps generated by the U.S. Forest Service.
- B. Work collaboratively with Forest Service to prepare a Scope 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 U.S. 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 U.S. Forest Service to include U.S. Forest Service policies addressed in GNA agreement, including Appendix E.
- C. Provide all silvicultural prescriptions prepared by the State to the U.S. Forest Service for approval prior to implementation. Review all silvicultural prescriptions provided by the U.S. Forest Service and request clarification if needed.
- D. 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 U.S. Forest Service.
- E. Layout sale area boundaries, mark trees to cut or leave, and cruise timber.
- F. 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 U.S. Forest Service for approval prior to soliciting bids. Notify principal local U.S. Forest Service contact of any significant contract modification, incorporating feedback as needed.



- G. Advertise sales in accordance with State procedures, solicit bids, and award contracts.
- H. Provide sold contract summary to U.S. Forest Service following each bid opening.
- I. Act on behalf of the U.S. Forest Service to implement authorized timber removal activities using State contracting procedures.
- J. Administer contracts, conduct periodic inspections of contract work, and collect timber sale proceeds from contractor.
- K. Provide a report of timber sales completed on a quarterly basis, including volume removed, to the U.S. Forest Service for the purpose of generating invoices for required payments to the U.S. Forest Service. The report will be provided within 30 days of the end of each quarter.
- L. Provide a report of other restoration services, including site preparation or reforestation activities, accomplished on a quarterly basis to the U.S. Forest Service for the purpose of maintaining forest inventory and upward reporting of Chequamegon-Nicolet N.F. accomplishments.
- M. Provide a summary report of project accomplishment on an annual basis following each state fiscal year to the U.S. Forest Service, to include timber removal volumes and acres for completed sales, Program Income, other non-timber project work accomplishments, and Federal Financial Report, form SF-425.
- N. Utilize available Program Income on approved activities prior to closeout of agreement. Check-in at year 5 and prepare for the next agreement. Review of activities to date. Closeout agreement at year 10 and comply with any audit procedures.

#### **VI. The Forest Service Shall:**

- A. 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 and design features required in NEPA. Provide any additional project or treatment specific information that is needed to ensure successful project implementation.
- B. Work collaboratively with State to prepare a Scope 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 U.S. 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 U.S. Forest Service policies addressed in GNA agreement, including Appendix E.

- C. Provide all silvicultural prescriptions prepared by the U.S. Forest Service to the State and provide clarification if requested by the State. Review all silvicultural prescriptions prepared by the State and communicate approval or request modifications within 15 business days of submission or provide written notification with justification and alternative completion timeframe. Ensure there is adequate detail in prescriptions to provide information that forester needs to set up the sale to meet management objectives and comply with Forest Plan and NEPA decision. Provide reference material in regards to supporting documentation.
- D. Provide access to U.S. Forest Service systems, and commensurate training, to the State for completing agreed to activities, when beneficial and mutually agreed to. (As stated in agreement provision II. C. 10 Building and Computer Access by Non Forest Service Personnel)
- E. 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.
- F. Bill the State quarterly with 30 day payment term, based on quarterly reports received from the State, of timber sales completed, for agreed to and required U.S. Forest Service GNA Required Payments. U.S. Forest Service GNA Required Payments will include the greater of the Regional Forester established minimum rates (FSH2409.18; 45.7; \$1/ccf or \$3/ccf) or the combination of the cost of essential reforestation activities required within a sale area improvement (KV) plan not to be conducted by the State, agreed to non-essential activities to be performed by the U.S. Forest Service, and agreed to salvage sale funds, plus \$0.25/CCF. Additional deposits including 1.75% of State sold stumpage value for road maintenance will be collected and brush disposal may also be collected when agreed upon.
- G. Complete any required reporting of project accomplishments in U.S. Forest Service databases.
- H. Ensure project funds are utilized on approved activities prior to closeout of agreement. Check-in at year 5 and prepare for the next agreement. Review of activities to date. Closeout agreement at year 10 and comply with any audit procedures.
- I. Provide copy of sample contract with a sale area map to local Forest Service Law Enforcement personnel.



## **APPENDIX B** **FINANCIAL PLAN**

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**\* See Financial Plan in an Excel Workbook format 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. Revenues and expenses will be monitored to ensure adequate Program Income has been or will be generated to complete project activities. Project activities identified in Appendix C may be delayed or dropped if Program Income is insufficient.

In addition to the GNA Required Payments that must be remitted to the U.S. Forest Service for timber harvested, the State shall remit additional deposits in the amount of 1.75% of State sold stumpage value for road maintenance. These funds shall be received and distributed by the U.S. Forest Service for the purpose of maintaining local road infrastructure, to compensate for the road use associated with Good Neighbor Authority projects.

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. For State employee labor, the fringe shall be at the rate annually approved by the federal government for the State of Wisconsin DNR. For county labor costs, counties shall be reimbursed for actual fringe costs per any subsequent agreement between the State and that county. Participating counties shall also be reimbursed for indirect (overhead) costs incurred by that county for all costs incurred at an indirect cost rate calculated and agreed to by the State and that county.

Actual contracting expenses may be based on an hourly, area, volume, or other basis.

An indirect cost rate shall be applied to the subtotal of all direct project costs at the rate annually approved by the federal government for the State of Wisconsin DNR.





Attachment: **Exhibit B**

USFS Agreement No.: **15-GN-11091300-109**  
 Cooperator Agreement No.:

Mod. No.: **Year 1**

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

COST ELEMENTS	FS CONTRIBUTIONS		STATE CONTRIBUTIONS + PI		(e) Total
	(a) Noncash	(b) Cash to State	(c) Noncash	(d1) PI (from FS Tbr) Project Costs	
Direct Costs					
Salaries/Labor	\$58,300.00	\$0.00	\$0.00	\$449,422.06	\$507,722.06
Travel	\$0.00	\$0.00	\$0.00	\$74,200.00	\$74,200.00
Equipment	\$7,443.30	\$0.00	\$0.00	\$12,500.00	\$19,943.30
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$48,800.00	\$48,800.00
County Costs (other)	\$0.00	\$0.00	\$0.00	\$117,820.00	\$117,820.00
Contracting	\$0.00	\$0.00	\$0.00	\$217,500.00	\$217,500.00
Subtotal	\$65,743.30	\$0.00	\$0.00	\$920,242.06	\$985,985.36
Coop Indirect Costs		\$0.00	\$0.00	\$145,214.20	\$145,214.20
FS Overhead Costs	\$5,259.46				\$5,259.46
Total	\$71,002.76	\$0.00	\$0.00	\$1,065,456.26	
<b>Total Project Value:</b>					<b>\$1,136,459.03</b>

	Estimated	Actual
<b>Program Income Earned</b>	\$2,145,625.00	\$0.00
<b>Program Income Balance</b>	\$1,080,168.74	\$0.00





<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
<b>Non-Standard Calculation</b>					
<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
Fleet	3.00	\$28.85	86.00		\$7,443.30
					\$0.00
					\$0.00
<b>Non-Standard Calculation</b>					
<b>Total Equipment</b>					<b>\$7,443.30</b>
<b>Supplies/Materials</b>					
<b>Standard Calculation</b>					
Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
					\$0.00
					\$0.00
<b>Non-Standard Calculation</b>					
<b>Total Supplies/Materials</b>					<b>\$0.00</b>



Other				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
<b>Total Printing</b>				<b>\$0.00</b>
Contracting				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Other</b>				<b>\$0.00</b>
<b>Subtotal Direct Costs</b>			<b>\$65,743.30</b>	
Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
8.00%	\$65,743.30			\$5,259.46
<b>Total FS Overhead Costs</b>				<b>\$5,259.46</b>
<b>TOTAL COST</b>			<b>\$71,002.76</b>	



**WORKSHEET FOR**

**Program Income Project Cost Analysis, Column Yr1 (d1)**

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/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.

					Estimates	Actuals
<b>Program Income</b>						
Timber Value Received				\$2,250,000.00	\$0.00	
NFF Payment (Reg. Forester Min Rates)				\$35,000.00	\$0.00	
Reforestation (KV) Fund Payments				\$30,000.00	\$0.00	
Local Road Aid Payments				\$39,375.00	\$0.00	
SUBTOTAL of GNA Required Payments				\$104,375.00	\$0.00	
<b>Program Income Earned</b>					<b>\$2,145,625.00</b>	<b>\$0.00</b>
<b>DNR Salaries/Labor</b>						
<b>Standard Calculation</b>						
Job Description	Cost/hour	# of Hours	FTE EQ	Total		
GNA Planning/Coordination	\$28.00	900	0.49	\$25,200.00	\$0.00	
Silvicultural Rx Writing	\$28.00	630	0.35	\$17,640.00	\$0.00	
Sale Establishment	\$28.00	5,875	3.23	\$164,500.00	\$0.00	
Sale Administration	\$28.00	2,935	1.61	\$82,180.00	\$0.00	
Reforestation - Site Prep	\$28.00	0	0.00	\$0.00	\$0.00	
Reforestation - Planting/Seeding	\$28.00	0	0.00	\$0.00	\$0.00	
Reforestation - Monitoring	\$28.00	0	0.00	\$0.00	\$0.00	
Other Restoration Activity	\$28.00	500	0.27	\$14,000.00	\$0.00	
<b>Non-Standard Calculation</b>						
Sub-total		10,840.00	5.96	\$303,520.00	\$0.00	
Fringe	48.07%			\$145,902.06	\$0.00	
<b>Total DNR Salaries/Labor</b>					<b>\$449,422.06</b>	<b>\$0.00</b>



<b>County Forest Salaries/Labor</b>						
<b>Standard Calculation</b>						
Job Description	Cost/hour	# of Hours	FTE EQ	Total		
GNA Planning/Coordination	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Silvicultural Rx Writing	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Sale Establishment	\$45.00	2,000	1.10	\$90,000.00	\$0.00	\$0.00
Sale Administration	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Site Prep	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Planting/Seeding	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Monitoring	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
Other Restoration Activity	\$45.00	0	0.00	\$0.00	\$0.00	\$0.00
<b>Non-Standard Calculation</b>						
<b>Total County Forest Salaries/Labor</b>					<b>\$90,000.00</b>	<b>\$0.00</b>
<b>Contracting Expenses</b>						
<b>Standard Calculation</b>						
Job Description	Cost/hour	# of Hours	FTE EQ	Total		
Silvicultural Rx Writing	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
Sale Establishment	\$50.00	4,350	2.39	\$217,500.00	\$0.00	\$0.00
Sale Administration	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Site Prep	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Planting/Seeding	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
Reforestation - Monitoring	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
Other Restoration Activity	\$50.00	0	0.00	\$0.00	\$0.00	\$0.00
<b>Non-Standard Calculation</b>						
<b>Total Contracting Expenses</b>					<b>\$217,500.00</b>	<b>\$0.00</b>



<b>DNR Travel</b>						
<b>Standard Calculation</b>						
Travel Expense	# of Nights	Cost/mile	# of Miles		Total	
All Activity Travel		\$0.55	120000.00		\$66,000.00	
Lodging	100	\$82.00			\$8,200.00	
		\$0.00			\$0.00	
<b>Non-Standard Calculation</b>						
<b>Total DNR Travel</b>					<b>\$74,200.00</b>	<b>\$0.00</b>
<b>County Forest Travel</b>						
<b>Standard Calculation</b>						
Travel Expense	# of Nights	Cost/mile	# of Miles		Total	
All Activity Travel		\$0.55	20000.00		\$11,000.00	
Lodging	10	\$82.00			\$820.00	
		\$0.00			\$0.00	
<b>Non-Standard Calculation</b>						
<b>Total County Forest Travel</b>					<b>\$11,820.00</b>	<b>\$0.00</b>
<b>DNR Equipment</b>						
<b>Standard Calculation</b>						
Piece of Equipment		Cost/Hour	# of Hours		Total	
Reforestation - Site Prep		\$50.00	0		\$0.00	
Other Restoration Activity		\$50.00	250		\$12,500.00	
					\$0.00	
<b>Non-Standard Calculation</b>						
<b>Total DNR Equipment</b>					<b>\$12,500.00</b>	<b>\$0.00</b>
<b>County Forest Equipment</b>						
<b>Standard Calculation</b>						
Piece of Equipment		Cost/Hour	# of Hours		Total	
Reforestation - Site Prep		\$50.00	0		\$0.00	
Other Restoration Activity		\$50.00	0		\$0.00	
					\$0.00	
<b>Non-Standard Calculation</b>						
<b>Total County Forest Equipment</b>					<b>\$0.00</b>	<b>\$0.00</b>



<b>DNR Supplies/Materials</b>						
<b>Standard Calculation</b>						
Supplies/Materials		# of Items	Cost/Item		Total	
Marking Paint	quart can	4000.00	\$8.00		\$32,000.00	\$0.00
Flagging	role	1200.00	\$1.50		\$1,800.00	\$0.00
Data Recorder & software	unit	4.00	\$2,500.00		\$10,000.00	\$0.00
Misc. supply*			5000.00		\$5,000.00	
<b>Non-Standard Calculation</b>						
<b>Total DNR Supplies/Materials</b>					<b>\$48,800.00</b>	<b>\$0.00</b>
<b>County Forest Supplies/Materials</b>						
<b>Standard Calculation</b>						
Supplies/Materials		# of Items	Cost/Item		Total	
Marking Paint	quart can	2000.00	\$8.00		\$16,000.00	\$0.00
Flagging					\$0.00	
Misc. supply					\$0.00	
					\$0.00	
<b>Non-Standard Calculation</b>						
<b>Total County Forest Supplies/Materials</b>					<b>\$16,000.00</b>	<b>\$0.00</b>





Printing				
<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Printing</b>				<b>\$0.00</b>
				<b>\$0.00</b>
Other Expenses				
<b>Standard Calculation</b>				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Other</b>				<b>\$0.00</b>
				<b>\$0.00</b>
<b>Subtotal Direct Costs</b>			<b>\$920,242.06</b>	<b>\$0.00</b>
<b>Total Indirect Costs</b>				
Current Overhead Rate	Subtotal Direct Costs		Total	
15.78%	\$920,242.06			
<b>Total Indirect Costs</b>			<b>\$145,214.20</b>	<b>\$0.00</b>
<b>TOTAL COST</b>			<b>\$1,065,456.26</b>	<b>\$0.00</b>
<b>Program Income Balance</b>			<b>\$1,080,168.74</b>	<b>\$0.00</b>

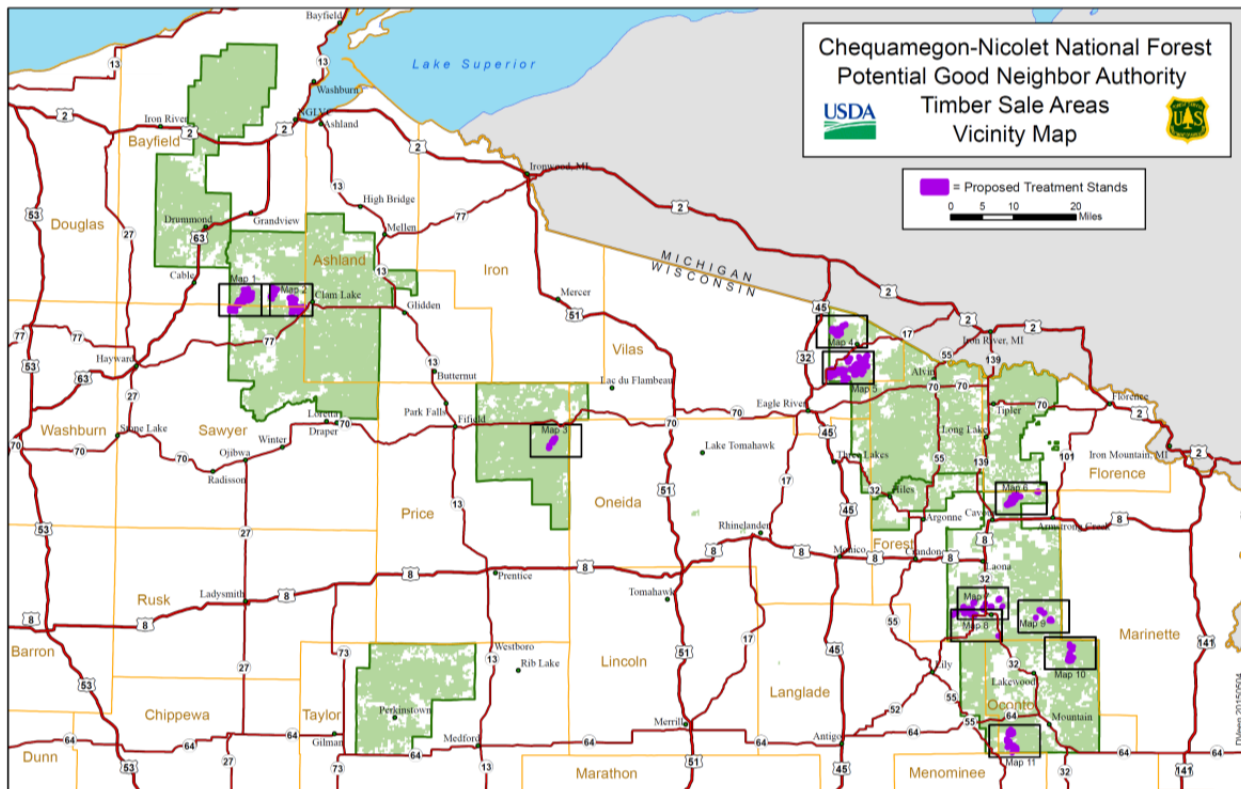


## APPENDIX C PROJECT AREAS & TREATMENT ACTIVITIES

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

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



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

<b>NEPA Document</b>	<b>Area Name</b>	<b>Stand ID</b>	<b>Acres</b>	<b>Timber Type</b>	<b>Treatment</b>	<b>Subtotal Acres</b>	<b>Subtotal Volume (MBF)</b>
Phelps EIS	Turtle Stroke	09130302124007	11	Northern Hardwood	Selection		
Phelps EIS	Turtle Stroke	09130302124010	6	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302125062	14	Jack Pine	Clearcut		
Phelps EIS	Turtle Stroke	09130302125065	18	Jack Pine	Clearcut		
Phelps EIS	Turtle Stroke	09130302126002	12	Northern Hardwood	Selection		
Phelps EIS	Turtle Stroke	09130302126003	5	Northern Hardwood	Selection		
Phelps EIS	Turtle Stroke	09130302126004	8	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302126010	10	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302126011	20	Aspen	Clearcut		
Phelps EIS	Turtle Stroke	09130302126014	5	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302126015	7	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302126022	20	White Pine	Shelterwood		
Phelps EIS	Turtle Stroke	09130302126025	13	White Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302127002	7	Red Pine	Thinning		
Phelps EIS	Turtle Stroke	09130302127023	5	Aspen	Clearcut		
Phelps EIS	Turtle Stroke	09130302127052	34	Jack Pine	Clearcut	<b>195</b>	<b>1100</b>
Phelps EIS	Freestyle	09130302114002	10	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114004	5	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114017	6	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114032	3	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114035	10	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114041	13	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302114044	16	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302115014	7	Aspen	Clearcut		
Phelps EIS	Freestyle	09130302115017	15	Red Pine	Thinning		
Phelps EIS	Freestyle	09130302115031	4	Jack Pine	Clearcut		

Phelps EIS	Freestyle	09130302115044	27	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302115061	4	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302116003	6	Red Pine	Thinning		
Phelps EIS	Freestyle	09130302116008	20	Aspen	Shelterwood		
Phelps EIS	Freestyle	09130302121004	6	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302121020	14	Northern Hardwood	Selection		
Phelps EIS	Freestyle	09130302122003	77	Northern Hardwood	Selection		
Phelps EIS	Freestyle	09130302122005	58	Northern Hardwood	Selection		
Phelps EIS	Freestyle	09130302122006	33	Northern Hardwood	Selection		
Phelps EIS	Freestyle	09130302125005	15	Northern Hardwood	Selection		
Phelps EIS	Freestyle	09130302125008	6	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125014	9	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125045	24	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125051	4	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125052	3	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125060	11	Jack Pine	Clearcut		
Phelps EIS	Freestyle	09130302125073	5	Red Pine	Thinning		
Phelps EIS	Freestyle	09130302127041	9	Red Pine	Thinning		
Phelps EIS	Freestyle	09130302127042	21	Aspen	Shelterwood		
Phelps EIS	Freestyle	09130302127053	16	Jack Pine	Clearcut	<b>457</b>	<b>2300</b>
Phelps EIS	Backstroke	09130302115073	14	Jack Pine	Clearcut		
Phelps EIS	Backstroke	09130302117003	15	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302117005	41	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302118003	17	Aspen	Shelterwood		
Phelps EIS	Backstroke	09130302118004	138	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302118008	32	Northern Hardwood	Shelterwood		
Phelps EIS	Backstroke	09130302118042	38	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302119001	180	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302119002	33	Northern Hardwood	Selection		

Phelps EIS	Backstroke	09130302119005	17	Paper Birch	Clearcut		
Phelps EIS	Backstroke	09130302119015	44	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302119016	12	White Pine	Shelterwood		
Phelps EIS	Backstroke	09130302119022	31	Aspen	Clearcut		
Phelps EIS	Backstroke	09130302119023	11	White Pine	Shelterwood		
Phelps EIS	Backstroke	09130302119026	44	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302119028	22	Northern Hardwood	Selection		
Phelps EIS	Backstroke	09130302119029	16	Aspen	Clearcut		
Phelps EIS	Backstroke	09130302119031	103	Northern Hardwood	Selection	<b>808</b>	<b>3000</b>
Phelps EIS	Moth Stroke	09130302162010	3	Red Pine	Thinning		
Phelps EIS	Moth Stroke	09130302162011	2	Red Pine	Thinning		
Phelps EIS	Moth Stroke	09130302162022	44	Northern Hardwood	Selection		
Phelps EIS	Moth Stroke	09130302163021	7	Balsam Fir - Aspen	Clearcut		
Phelps EIS	Moth Stroke	09130302164016	34	Northern Hardwood	Selection		
Phelps EIS	Moth Stroke	09130302164018	152	Northern Hardwood	Selection		
Phelps EIS	Moth Stroke	09130302164024	36	Northern Hardwood	Selection		
Phelps EIS	Moth Stroke	09130302164030	40	Balsam Fir - Aspen	Clearcut		
Phelps EIS	Moth Stroke	09130302170003	20	Northern Hardwood	Selection		
Phelps EIS	Moth Stroke	09130302170011	2	Jack Pine	Clearcut		
Phelps EIS	Moth Stroke	09130302170030	2	Jack Pine	Clearcut	<b>342</b>	<b>1300</b>
<b>Eagle River/Florence SUB-TOTAL</b>						<b>1802</b>	<b>7700</b>
<b>Lakewood/Laona Ranger District Stands cleared through NEPA</b>							
<b>NEPA Document</b>	<b>Sale Name</b>	<b>Stand ID</b>	<b>Acres</b>	<b>Timber Type</b>	<b>Treatment</b>	<b>Subtotal Acres</b>	<b>Subtotal Volume (MBF)</b>
Plantation 2	Laona 3	09130405013013	25	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008006	63	Red Pine	Thinning		
Plantation 2	Laona 3	09130405010024	30	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008004	5	Red Pine	Thinning		

Plantation 2	Laona 3	09130405008019	16	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008020	31	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008052	15	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008031	97	Red Pine	Thinning		
Plantation 2	Laona 3	09130405008034	14	Red Pine	Thinning		
Plantation 2	Laona 3	09130405004011	15	Red Pine	Thinning		
Plantation 1	Laona 3	9130405010018	15	Red Pine	Thinning		
Plantation 1	Laona 3	9130405008045	32	Red Pine	Thinning		
Plantation 1	Laona 3	9130405008018	31	Red Pine	Thinning	<b>388</b>	<b>1200</b>
Plantation 2	Laona 11	09130405148001	3	Red Pine	Thinning		
Plantation 2	Laona 11	09130405145008	9	Red Pine	Thinning		
Plantation 2	Laona 11	09130405148031	38	Red Pine	Thinning (ROW)		
Plantation 2	Laona 11	09130405144007	49	Red Pine	Thinning		
Plantation 2	Laona 11	09130405144005	20	Red Pine	Thinning		
Plantation 2	Laona 11	09130405141009	5	Red Pine	Thinning		
Plantation 2	Laona 11	09130405141012	5	Red Pine	Thinning		
Plantation 2	Laona 11	09130405142011	18	Red Pine	Thinning		
Plantation 2	Laona 11	09130405140006	28	Red Pine	Thinning		
Plantation 2	Laona 11	09130405147012	24	Red Pine	Thinning		
Plantation 2	Laona 11	09130405140012	9	Red Pine	Thinning		
Plantation 2	Laona 11	09130405186004	24	Red Pine	Thinning		
Plantation 1	Laona 11	09130405122004	11	Red Pine	Thinning		
Plantation 1	Laona 11	09130405122010	18	Red Pine	Thinning		
Plantation 1	Laona 11	09130405146002	33	Red Pine	Thinning		
Plantation 1	Laona 11	09130405153004	1	Red Pine	Thinning		
Plantation 1	Laona 11	09130405149012	12	Red Pine	Thinning		
Plantation 1	Laona 11	09130405152014	3	Red Pine	Thinning		
Plantation 1	Laona 11	09130405144011	5	Red Pine	Thinning	<b>315</b>	<b>1100</b>

Plantation 1	Lakewood 7	09130404004019	19	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404005049	7	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404004025	16	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404003031	11	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404027004	136	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404027008	6	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404027007	14	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404027003	21	Red Pine	Thinning		
Plantation 1	Lakewood 7	09130404027003	1	Red Pine	Thinning	230	1000
Plantation 1	Lakewood 8	09130404173035	13	Red Pine	Thinning		
Plantation 2	Lakewood 8	09130404183008	24	Red Pine	Thinning		
Plantation 2	Lakewood 8	09130404174004	14	Red Pine	Thinning (ROW)		
Plantation 2	Lakewood 8	09130404174005	203	Red Pine	Thinning		
Plantation 1	Lakewood 8	09130404159009	210	Red Pine	Thinning		
Plantation 1	Lakewood 8	09130404159010	101	Red Pine	Thinning		
Plantation 1	Lakewood 8	09130404176003	14	Red Pine	Thinning	579	2000
Lakewood SE	New Sale	091304095002	43	Red Pine-Oak	Thinning		
Plantation 1/Lkwd SE	New Sale	091304095009	28	Red Pine	Thinning		
Plantation 1/Lkwd SE	New Sale	091304095010	48	Red Pine	Thinning		
Plantation 2	New Sale	091304095001	39	Red Pine	Thinning		
Plantation 2	New Sale	091304095021	9	Red Pine	Thinning		
Plantation 2	New Sale	091304095026	26	Red Pine	Thinning		
Plantation 2	New Sale	091304095029	7	Red Pine	Thinning	200	700
<b>Lakewood/Laona SUB-TOTAL</b>						<b>1712</b>	<b>6000</b>
<b>Great Divide Ranger District Stands cleared through NEPA</b>							
<b>NEPA Document</b>	<b>Sale Name</b>	<b>Stand ID</b>	<b>Acres</b>	<b>Timber Type</b>	<b>Treatment</b>	<b>Subtotal Acres</b>	<b>Subtotal Volume (MBF)</b>

Chequamegon Salv	Weasel	09130200449007	40	Balsam Fir	Clearcut		
Chequamegon Salv	Weasel	09130200449009	60	Red Pine	Thinning		
Chequamegon Salv	Weasel	09130200449039	5	Red Pine	Thinning		
Chequamegon Salv	Weasel	09130200450015	50	Aspen	Clearcut		
Chequamegon Salv	Weasel	09130200450035	13	Aspen	Clearcut		
Chequamegon Salv	Weasel	09130200450038	15	Aspen	Clearcut		
Chequamegon Salv	Weasel	09130200457023	17	Aspen	Clearcut	<b>200</b>	<b>1725</b>
Chequamegon Salv	Campfire	09130200435019	20	Aspen	Clearcut		
Chequamegon Salv	Campfire	09130200435022	8	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200435042	21	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200435049	3	Aspen	Clearcut		
Chequamegon Salv	Campfire	09130200435049	3	Aspen	Clearcut		
Chequamegon Salv	Campfire	09130200445010	59	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200445011	49	Red Pine	Thinning		
Chequamegon Salv	Campfire	09130200445046	10	Aspen	Clearcut		
Chequamegon Salv	Campfire	09130200446022	29	Red Pine	Thinning		
Chequamegon Salv	Campfire	09130200043035	47	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200448011	7	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200448025	4	Northern Hardwood	Thinning		
Chequamegon Salv	Campfire	09130200454019	11	Aspen	Clearcut		
Chequamegon Salv	Campfire	09130200454047	35	Northern Hardwood	Thinning		
Spruce Decline II EA	Campfire	09130200456017	31	Spruce	Clearcut	<b>337</b>	<b>2175</b>
Twin Ghosts	Bison	09130200385009	36	Aspen	Improvement		
Twin Ghosts	Bison	09130200385032	25	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200385013	25	White Pine	Thinning		
Twin Ghosts	Bison	09130200385033	20	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200385023	9	White Pine	Thinning		
Twin Ghosts	Bison	09130200385011	29	White Pine	Thinning		



Twin Ghosts	Bison	09130200385025	15	Aspen	Improvement		
Twin Ghosts	Bison	09130200385004	10	Balsam Fir	Clearcut		
Twin Ghosts	Bison	09130200385029	30	White Pine	Thinning		
Twin Ghosts	Bison	09130200385021	5	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200385028	16	White Pine	Thinning		
Twin Ghosts	Bison	09130200385002	24	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200385027	22	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200385006	6	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373015	9	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373026	23	Balsam Fir	Clearcut		
Twin Ghosts	Bison	09130200373020	40	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373013	32	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373018	18	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373023	18	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200373030	23	Paper Birch	Shelterwood		
Twin Ghosts	Bison	09130200372017	14	Aspen	Clearcut		
Twin Ghosts	Bison	9130200372006	13	Northern Hardwood	Selection		
Twin Ghosts	Bison	9130200372013	10	Paper Birch	Shelterwood		
Twin Ghosts	Bison	9130200372028	20	Northern Hardwood	Selection		
Twin Ghosts	Bison	9130200373009	20	Northern Hardwood	Thinning	<b>512</b>	<b>3000</b>
Twin Ghosts	County Line	9130200363003	250	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200363005	117	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200363047	7	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200363018	152	Oak	Thinning		
Twin Ghosts	County Line	9130200363017	54	Oak	Thinning		
Twin Ghosts	County Line	9130200375030	9	Oak	Thinning		
Twin Ghosts	County Line	9130200375016	13	Northern Hardwood	Selection		
Twin Ghosts	County Line	9130200375031	10	White Pine	Thinning		
Twin Ghosts	County Line	9130200375011	38	Northern Hardwood	Thinning		

Twin Ghosts	County Line	9130200375019	21	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200375022	30	White Pine	Thinning		
Twin Ghosts	County Line	9130200375020	16	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200375023	21	Northern Hardwood	Thinning		
Twin Ghosts	County Line	9130200375021	58	Oak	Thinning	796	3000
Twin Ghosts	Tater	9130200369016	58	Northern Hardwood	Selection		
Twin Ghosts	Tater	9130200369009	89	Northern Hardwood	Thinning		
Twin Ghosts	Tater	9130200369006	105	Northern Hardwood	Thinning		
Twin Ghosts	Tater	9130200369013	25	Northern Hardwood	Selection		
Twin Ghosts	Tater	9130200369033	20	Aspen	Clearcut		
Twin Ghosts	Tater	9130200369027	9	Paper Birch	Overstory Removal	306	1400
<b>Great Divide SUB-TOTAL</b>						<b>2151</b>	<b>11300</b>
<b>Medford/Park Falls Ranger District Stands cleared through NEPA</b>							
<b>NEPA Document</b>	<b>Sale Name</b>	<b>Stand ID</b>	<b>Acres</b>	<b>Timber Type</b>	<b>Treatment</b>	<b>Subtotal Acres</b>	<b>Subtotal Volume (MBF)</b>
Park Falls Hardwoods	Foulds Creek	09130101131026	16	Northern Hardwood	Selection		
Park Falls Hardwoods	Foulds Creek	09130101131030	19	Northern Hardwood	Selection		
Park Falls Hardwoods	Foulds Creek	09130101131032	26	Paper Birch	Improvement		
Park Falls Hardwoods	Foulds Creek	09130101131033	15	Northern Hardwood	Selection		
Park Falls Hardwoods	Foulds Creek	09130101131041	8	Northern Hardwood	Selection		
Park Falls Hardwoods	Foulds Creek	09130101131042	10	Northern Hardwood	Selection		
Park Falls Hardwoods	Foulds Creek	09130101133019	33	Northern Hardwood	Selection	127	500
<b>Medford/Park Falls SUB-TOTAL</b>						<b>127</b>	<b>500</b>

**CHEQUAMEGON-NICOLET NATIONAL FOREST POTENTIAL GNA TREATMENTS**

<b>ACRES</b>	<b>5,792</b>
<b>VOLUME</b>	<b>25,500</b>



**APPENDIX D  
TIMBER REMOVAL PLAN**

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**This appendix must be updated as the project develops and information becomes available.**

**I. Proposed timber removal activities**

See Appendix C.

**II. Project area map that details location of proposed activities and access needed**

See Appendix C.

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

**Principal State Project Contacts:**

<b>Wisconsin DNR GNA Operations Leader (Statewide)</b>	<b>Wisconsin DNR GNA Support (Statewide)</b>
Jeff Olsen, NHAL Team Supervisor  4125 Forest Headquarters Rd Boulder Junction, WI 54512 Telephone: 715-385-2727 ext. 110 Cell: 715-892-0699 FAX: 715-385-2752 Email: jeffrey.olsen@wi.gov	Joe Schwantes, County & Public Forest Specialist P.O. Box 7921 Madison, WI 53707 Telephone: 608-264-9217  FAX: 608-266-8576 Email: joseph.schwantes@wi.gov
<b>State Project Contact ## Area</b>	<b>State Project Contact ## Area</b>
Name: *will be identified on future amendments Address: City, State, Zip: Telephone: FAX: Email:	Name: *will be identified on future amendments Address: City, State, Zip: Telephone: FAX: Email:

**Principal U.S. Forest Service Project Contacts:**

<b>U.S. Forest Service Project Contact Timber Program Manager (Statewide)</b>	<b>U.S. Forest Service Project Contact Timber Staff Officer (Statewide)</b>
Karl Welch, Timber Sale Contracting Officer 500 Hanson Lake Rd Rhinelander, WI 54501 Telephone: 715-362-1329  FAX: 715-369-8859  Email: <a href="mailto:kwelch@fs.fed.us">kwelch@fs.fed.us</a>	James Boyd, Joint Timber Staff Officer E6248 US 2 Ironwood, MI 49938  Telephone: 906-932-1330 x.315 (ONF) Telephone: 715-362- 1319 (CENN) Cell: 906-364-0413 FAX: 906-932-0122 (ONF) FAX: 715-369-8859 (CENN) Email: <a href="mailto:jamesboyd@fs.fed.us">jamesboyd@fs.fed.us</a>



<p align="center"><b>U.S. Forest Service Project Contact Park Falls-Medford District Area</b></p>	<p align="center"><b>U.S. Forest Service Project Contact Great Divide District Area</b></p>
<p>Bob Hennes 1170 4<sup>th</sup> Ave. S. Park Falls, WI 54552 Telephone: 715-762-5107 FAX: 715-762-5179 Email: rhennes@fs.fed.us</p>	<p>Mike Martin P.O. Box 126 Glidden, WI 54527 Telephone: 715-264-2511 FAX: 715-264-3307 Email: mikemartin@fs.fed.us</p>
<p align="center"><b>U.S. Forest Service Project Contact Eagle River-Florence District Area</b></p>	<p align="center"><b>U.S. Forest Service Project Contact Lakewood-Laona District Area</b></p>
<p>Harv Skjerven 1247 E. Wall St. Eagle River , WI 54521 Telephone: 715-479-2827 ext. 14 FAX: 715-479-6407 Email: jskjerven@fs.fed.us</p>	<p>Jeff Seefeldt 15085 State Rd 32 Lakewood, WI 54138 Telephone: 715-276-6333 FAX: 715-276-3594 Email: jseefeldt@fs.fed.us</p>
<p align="center"><b>U.S. Forest Service Project Contact Washburn District Area</b></p>	
<p>Michelle Davalos P.O. box 578 Washburn, WI 54891 Telephone: 715-373-2667 ext. 224 FAX: 715-373-2878 Email: mdavalos@fs.fed.us</p>	

**IV. Cooperative fire agreement between Forest Service and State**

Agreement up to date and on file. Reference Agreement Number: 12-F1-11091200-016

**V. Agreement on fire liability requirements outlined in the State’s contract**

Below is an excerpt from the State’s GNA Timber Sale Contract Template:

#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.

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

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

- 1. The State shall require National Forest Systems roads to be maintained commensurate with use by timber purchasers to meet minimum standards for removing forest products.
- 2. No Specified Road Construction/Re-construction will occur under this agreement. Temporary roads are authorized to be constructed for the purpose of facilitating removal of Forest Products. The DNR shall agree with their Contract Purchasers to temporary road needs and locations, erosion control and closure measures per DNR GNA Timber Sale Contract.
- 3. U.S. Forest Service maintains responsibility for acquiring easements or use agreements of any private roads within Project Areas. The State agrees to pay agreed upon Road Maintenance Deposits in the amount of 1.75% of State sold stumpage value, in addition to minimum GNA Required Payments, to the U.S. Forest Service for the purposes of performing or fiscally assisting local road jurisdictions with deferred maintenance needs of public transportation facilities within the geographical boundaries of the Chequamegon-Nicolet National Forest.

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

- 1. The U.S. Forest Service shall establish all timber sale boundaries between national forest lands and other ownerships.
- 2. The State shall establish harvest area boundaries based on stand boundaries and NEPA decision provided by Forest Service, and accounting for actual stand conditions.
- 3. See Appendix F and DNR Timber Sale Handbook 2461.

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

- 1. See Appendix F and DNR [Timber Sale Handbook 2461](#).



#### **D. Timber Valuation Appraisal**

1. The State shall appraise GNA Timber Sale volume utilizing DNR Timber Sale Handbook base stumpage rates for the County in which the timber sale is located or for an adjacent DNR State property. The State may incorporate GNA Timber Sale results into regularly scheduled updates of base rates. Appraisal documentation (DNR Form 2460-001) will be provided to the U.S. Forest Service with the Sample GNA contract prior to advertisement. Volume estimates provided by the State in units of measure of MBF (1,000 board feet) or cords will be converted by the U.S. Forest Service to CCF (100 cubic feet) with the following standard conversion factors.  $MBF * 1.85 = CCF$  (Sawtimber)  
 $Cords * .79 = CCF$  (Pulpwood).
2. U.S. Forest Service will develop GNA Required Payment rates in \$/CCF, these are the greater of the Regional Forester established minimum rates (FSH 2409.18; 45.7; \$1/ccf or \$3/ccf) or the combination of essential reforestation activities required within a sale area improvement (KV) plan not to be conducted by the State, agreed to non-essential activities to be performed by the U.S. Forest Service, and agreed to salvage sale funds, plus \$0.25/CCF. Additional deposits of 1.75% of State sold stumpage value for road maintenance will be collected and brush disposal may also be collected when agreed upon. The rate and total collection per Sale will be provided to the DNR GNA Operations Leader with completion of the Sample GNA contract review prior to advertisement.
3. The GNA Required Payment rates, plus additional deposits will be the value to be remitted to the Forest Service. Any value received by the State in excess of the GNA required payment rates plus required deposits (road maintenance) will be retained as Program Income. Program Income will be expended prior to the termination date of this SPA on current or yet to be determined additional restoration activities.

#### **E. Trust Fund Plans**

1. 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 U.S. Forest Service will be responsible for completing the reforestation will be determined and communicated between parties upon the approval of the final prescription.
2. U.S. Forest Service shall incorporate those reforestation activities for which it will be responsible into the GNA Required Payment value to be remitted to the U.S. Forest Service.
3. Any other Trust Fund collections, such as non-required reforestation and Salvage Sale Fund, will be agreed to between the U.S. Forest Service and State prior to inclusion of the associated timber projects in Appendix C.



## **F. Billing and Payment Procedures**

1. 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](#).
2. The State shall hold the amount required to make the GNA Required Payment, to be remitted to the U.S. Forest Service, until the Bill for Collection is received. The portion of stumpage receipts received by the State for the GNA Required Payment is not Program Income, this portion of the receipts is considered a payment for timber to the National Forest System.
3. Upon quarterly notification from the State that individual GNA timber contracts have been closed and receipt of final volume tally, the U.S. Forest Service shall issue a Bill(s) for Collection to the State for a lump sum payment at the rate per CCF identified during the appraisal and contract review process multiplied by the final harvest volume. The Bill(s) for Collection will be mailed via US Postal Service to POC identified by the State for receipt.
4. The State shall remit payment to the Forest Service through Forest Service Lockbox, Electronic Funds Transfer, or Electronic Checking at the discretion of the State within 30 days of issuance of the Bill(s).
5. Upon receipt of payment from the State, the U.S. Forest Service shall generate and mail, via US Postal Service, a Timber Sale Statement of Account and Timber Sale Synopsis indicating the financial status of all State timber sales associated with the auction which the payment is associated with (e.g. GNA Auction Spring 2016). Information including current payments received, payments received to date, current quantity removed, and quantity removed to date are included in the Statement of Account. Additional information, including quantity remaining and value remaining, can further be extrapolated from the Statement of Account.

## **G. Developing and Approving Timber Sale contract (see Appendix E)**

1. The State and U.S. Forest Service shall work collaboratively to prepare a GNA timber sale contract template (utilizing existing DNR timber sale contract, Appendix E, and Forest Service Contract B & C provisions as necessary).
2. 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**

1. 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](#).
2. The State shall assume the lead role regarding investigation of violations of state or federal law pertaining to GNA Timber Contracts.
3. The State shall assume the lead role regarding enforcement of state law violations, and shall coordinate with the U.S. Forest Service for enforcement of violations of federal law.
4. The State shall inform the U.S. Forest Service local Project Contact of any observed law enforcement issues that they reasonably know are violations of state or federal law within GNA Project Areas such as those defined in Title 36 CFR Part 261 Subparts A and B. Examples include but are not limited to illegal timber harvest, property boundary issues, illegal special forest products harvesting, ATV or other illegal motorized access activities, illegal dumping, or abandoned property.
5. The U.S. Forest Service shall provide copies of GNA timber sale maps to local law enforcement upon completion of review of GNA Timber Sale Contracts.
6. U.S. Forest Service and State law enforcement personnel shall be notified of pre-operations meetings for Good Neighbor projects. U.S. Forest Service notification by the State will be through direct communication, phone call or email, to US Forest Service Project Contact (District Ranger).
7. State and U.S. Forest Service Law Enforcement personnel shall share information, with the other party's respective contacts, regarding any investigations, citations or other law enforcement concerns involving Good Neighbor projects.

## **I. Final Acceptance and Close Out Process (Individual State Timber Sales)**

1. The State shall provide reports quarterly of Timber Sales that have been closed for billing purposes as stated above. The reports will also include a sale synopsis with the following information:
  - a. Final volume removed
  - b. Final Inspection Report





- c. List of Substantial events or changes during sale administration such as unit boundary changes, changes to planned transportation access, contract breaches, disputes or claims.
  - d. Prescribed reforestation activities completed through Timber Sale operations (e.g. aspen site prep or canopy gap cleaning).
  - e. If a portion of the performance bond was retained to accomplish on the ground work after contract closure, such as road maintenance or erosion control, a follow up final inspection or other record of completion of these activities must also be provided.
2. The U.S. Forest Service shall issue a bill for the GNA Required Payment and associated deposits, if any. Upon receipt of payment U.S. Forest Service shall issue a sale synopsis recording the sale as accepted and report in required databases.

**VII. Agreed and approved procedures and methods for achieving work products in number (VI.) above.**

1. 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**

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

The U.S. 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.

- 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



## **APPENDIX F**

### **Wisconsin DNR Good Neighbor Project Operating Procedures and Quality Control**

#### **Statement of timber sale procedure specifics**

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#### **I. Silvicultural Prescriptions:**

- A. Approved timber stands identified by U.S. Forest Service that have cleared NEPA and meet GNA goals will be provided.
- B. U.S. Forest Service will develop and deliver training to the State for silvicultural plan writing and marking prescriptions.
- C. Silvicultural prescriptions, marking guidelines, and reforestation plans will be written by the State for all stands in each project site, unless provided by U.S. Forest Service.
- D. Chequamegon-Nicolet National Forest District Silviculturist, or designee, reviews and approves all plans.
- E. Approved silvicultural plans are forwarded to the Wisconsin DNR GNA Operations Leader for assignment of fieldwork.
- F. U.S. Forest Service will supply files for assigned project areas, including stand boundary maps and/or digital stand boundary information, other resource data including but not limited to stand reconnaissance data, threatened and endangered species, non-native invasive species, cultural resources, etc. . U.S. Forest Service threatened and endangered species and cultural resources data will be treated in a similar confidential fashion as the State treats its own threatened and endangered species and cultural resource data.

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

- A. General project boundaries are to be established by the State according to the GNA Project silvicultural plan.
- B. Flag external boundaries of the entire project; adjust and realign until finalized.
- C. If applicable, flag any interior unit or block boundaries; adjust and realign until finalized.
- D. If applicable, flag any special treatment areas, protection areas, exclusion zones, openings, and the like as described in silvicultural plan and marking guidelines.
- E. Paint all project boundary lines and where necessary include stand number, cutting unit number or other distinguishing marks using the appropriate paint color(s) as shown in Table 1.
- F. Traverse all stands of the sale project area. Develop a complete project area map, with specific acreage for each component as necessary, broken down by stand.



- G. Complete cutting notice (Form 2460) that describes the various attributes of the stands included in the sale listed by stand, including stand acreage.
- H. Maintain records of all cruise and traverse data and reports to be kept including GPS or azimuth-distance as part of the project file.
- I. Use Chequamegon-Nicolet National Forest stand numbers and names to identify sale areas.

**III. Timber Marking**

- A. Marking guidelines will be specified in silvicultural plans for each stand. A map of marking work area will be provided to markers. Projects will be marked using standard marking paint. Tracer paint will not be required.
- B. The primary methods for designating timber for harvest include marking the trees to be cut, or to be left in each stand and designation by species.
- C. 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.
- D. Use the appropriate paint color(s) as shown in Table 1. Record colors used for timber marking of each sale component for inclusion in the timber sale contract.
- E. At completion of marking each stand, report stand number, paint colors used and acres to project manager.
- F. Notify Chequamegon-Nicolet National Forest District POC when marking/cruising is completed by timber sale prior to timber sale contract preparation.

**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.

<b>Work Item</b>	<b>Primary Color</b>	<b>Secondary Color*</b>	<b>Tertiary Color*</b>
<b>Cut Trees</b>	Blue	Yellow	Green
<b>Leave Trees</b>	Orange		
<b>Cultural Resources</b>	Orange		
<b>Wildlife Reservation</b>	Orange		
<b>Cutting Boundary</b>	Orange		
<b>Cancel Prior Work</b>	Black		
<b>Property Lines</b>	Red		



#### IV. Volume Determination

- A. Project stands require an estimate of tree volume to be removed (marked and/or designated), using the accepted method of sampling, variable radius plot cruising typically with 10 BAF. Cruise systems standards are detailed in the Wisconsin DNR Timber Sale Handbook, (TSH) chapter 24. Tally of volume while marking is done is also acceptable.
- B. Adhere to sampling error standards as appropriate to stand size and complexity as described in Timber Sale Handbook, Cruise Accuracy Guide, chapter 23.
- C. 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, maintain the following information:
  1. The original cruise design, including all changes to the original plan. Include the name of the person who prepared the plan or changes.
  2. 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.
  3. Cruise reports printed from cruise software, if applicable.
  4. Work sheets that document any adjustments made to the volume shown on the cruise reports.
  5. Traverse data and reports (GPS plot locations or azimuth-distance). Determine and record timber sale area volumes. At a minimum:
    - a. Develop a cruise summary that lists volumes by the various sale units/blocks or by individual stands.
    - b. Record total volume by product and species on DNR Form 2460-001.
- D. Utilization specifications for cruising will detail pulpwood volumes and sawlog volumes. Hardwood logs with a small-end diameter inside bark of at least 10.6" should be cruised and scaled as saw logs, and softwood logs with a small-end diameter inside bark of at least 7.6" should be cruised and scaled as saw logs. Sawlog volume estimates should be separated from cordwood volume estimates during cruising whenever there are at least 2 MBF of estimated sawlog volume on a sale.
- E. Units from cruise (MBF, cds, tons, other) must be detailed. Total sale volumes will be reported on DNR Form 2460-001 in units of cords and MBF. The Wisconsin DNR weight conversion factors will be used, TSH, chapter 12 to convert any weight scaled products.



- F. Comingling volume from cruise (e.g. 18 product code designation) can be done after all individual volumes are calculated. If products will be sold as a comingled product, the establishment notice (i.e. white portion of Form 2460-001) must report separate volumes by cords and MBF and the volume may be reported as comingled on the sold and final notice (i.e. the gray and blue portions of Form 2460-001).
- G. The Wisconsin DNR quality control and consistency measures are to conduct cruising evaluation for cruises conducted by consulting foresters. This will be done as a 5% check cruise by the Wisconsin DNR personnel.

## V. Appraisals

- A. Use DNR TSH appraisal procedures outlined in chapter 32. Use TSH base rates for that County or adjacent DNR property on 2460-001 page 2. This appraisal process shall determine the *State appraised value* and *State minimum acceptable bid values*, and shall not be used to establish the *FS appraisal value (GNA Required Payment)* to be reported to USFS for the purpose of determining required payments to the USFS and Program Income (See Appendix D Timber valuation appraisal for more detail).
- B. Use Wisconsin DNR rounding guidelines for final value and volume numbers, TSH, chapter 43.
- C. *State minimum acceptable bid values* below *GNA required payment rates* will typically not be allowed.
- D. Reforestation and/or restoration work associated with a GNA timber sale will typically be completed by the State; however, such work will be assigned to either the State or USFS at the point of submission/approval of the silvicultural prescription. The FS minimum rates will include these costs, if not to be completed by the State.

## VI. Map guidance

- A. Sale map to be developed detailing planned harvest areas and cruise/marketing information. Sale maps will be created either by hand by using GIS software, see Wisconsin DNR TSH appendix A-9 for an example.
- B. The State may develop a GNA timber sale map template for map consistency.
- C. The State mapping elements and symbols will be used.
- D. Roads to be used, landings, when pre-identified, and other significant map features will be clearly defined on timber sale map.

## VII. Prospectus Guidance

- A. The State timber sale write up of prospectus will use elements in TSH chapter 60.





- B. The State will use the Timber Sale Notice and Report Form (Form 2460-001) to detail sale descriptions, species and product volumes, appraisal values and sale special conditions.
- C. All seasonal and operational restrictions will be clearly identified for each sale area or unit of the sale. These are typically stated in the NEPA document.
- D. No bid bond is required. Performance bond is required within 6 weeks of contract signing per TSH.
- E. Sale method, as described in TSH chapter 50, which includes lump sum (pre-measured), mill-scaled or field-scaled sale systems, shall be stated on prospectus along with details of any special sale conditions to be met.
- F. Forest products sold from federal lands shall not be sold as certified wood under the State's forest certification certificates.
- G. Sale final write up will be signed by forester and the prospectus page and map will be reviewed and approved by the Wisconsin DNR sale coordinator or the Wisconsin DNR GNA Operations Leader.

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

- A. GNA timber sale detailed elements shall be listed for all sales on DNR Form 2460-001 pages 1 and 2. Include Congressional District designation on Form 2460-001. Approval signature required by Wisconsin DNR Team Leader or the Wisconsin DNR GNA Operations Leader.
- B. Sale map shall be included and will reflect proposed harvest plan and stand marking information.
- C. Prospectus page developed for bidding package from cruise, marking, map and appraisal of total sale area.
- D. Review/approval of all sale write ups and prospectus will be done by Wisconsin DNR Team Leader or Wisconsin DNR GNA Operations Leader.
- E. U.S. 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.
- F. Record stand and management info for update of GNA records in WisFIRS data base as A-notice. WisFIRS will be modified to accept GNA sales.

#### **IX. Advertising**



- A. A sale prospectus package will be developed with bidding details and deadlines. This will include an informational cover letter, sale locator map, individual sale descriptions with estimated harvest volumes, minimum bid prices, and bid forms for perspective sale bidders.
- B. Prior to advertising, all sale materials for single or multiple sale areas will be reviewed by DNR Team Leader or DNR GNA Operations Leader for completeness.
- C. The Wisconsin DNR requires 2 newspaper ads in paper circulated in the County of sale, printed in consecutive weeks at least one week prior to bid opening.
- D. Mailing list from U.S. Forest Service will be shared to include their interested vendors in advanced mailing of sale notice.
- E. Web advertising will be developed to facilitate posting sale information on the Wisconsin DNR website. A post card can go out to mailing list for notice and location of bidding materials.

## **X. Bidding**

- A. The State expects to typically hold spring and fall bid openings each year for GNA timber sales, most likely with an East and a West Chequamegon-Nicolet National Forest bidding location to be used to hold public bid openings. The specific location(s) will be included with mailings and website info.
- B. Wisconsin DNR TSH chapter 60 bidding process will be used.

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

- A. Timber sale contract award is subject to the Wisconsin DNR requirements. Contracts are written up and proofed within 3 weeks from bidding day.
- B. Record keeping file to be set up and list the elements required on schedule 2400-005A-D.
- C. Performance bonds and workers compensation insurance certificates are due within six weeks of bid opening date and prior to work commencing.
- D. Timber sale contracts to be signed by the Wisconsin DNR Team Leader or Wisconsin DNR GNA Operations Leader prior to sending them to contractor for signature.
- E. Send Chequamegon-Nicolet National Forest Timber Program Manager, the Wisconsin DNR County and Public Forest Specialist, and other interested parties bid results summary.



## **XII. Financial and Documentation aspects of Timber Sale Contracts**

- A. All timber sale financial record keeping will be completed by the State, and/or a county sub-awardee or contractor.
- B. Fill in and enter into WisFIRS the sold sale information as the B-Notice for 2460-001 data.
- C. Establish ledger and journal (either hardcopy or data base) for recording all sale contract transactions.
- D. Establish an active sale file to house all sale documents and financial transaction documentation.
- E. Entry of sold and completed timber sale notices in WisFIRS should occur within 30 days of sale award and close-out. Closed sales will be reported on a quarterly basis to the U.S. Forest Service Program Manager.
- F. All costs and expenses for GNA project work will be coded using a GNA activity code and recorded in the GNA Financial Plan spreadsheets, or associated tracking spreadsheet.

## **XIII. Sale administration**

- A. Each GNA timber sale will have a sale administrator assigned to it.
- B. The Wisconsin DNR 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 Wisconsin DNR TSH Chapter 70.
- D. Sale administrator will notify U.S. Forest Service Project Contact (District Ranger) through direct communication, phone call or email of pre-sale meeting with contractor.
- E. Conduct a pre-sale meeting with the contractor. This may include a Law Enforcement Officer from the Wisconsin DNR and U.S. Forest Service.
- F. Perform standard timber sale administration. Maintain written records of each project administration check, phone calls and any notes as part of the project record. Retain all written correspondence.



- G. Utilize designated GNA budget fund number for all transactions. All timber sale monies collected go to the State, and should be remitted using DNR form 2460-003 or equivalent.
- H. Upon inspection and completion of all contract elements each timber sale project, complete final inspection report and begin close out of the sale.
- I. Return any unused portion of performance bonds to purchaser through sale transaction form 2460-003.
- J. Complete all closeout procedures of final sale close out as part of the project file.
- K. Closeout form 2460-013 will be completed and filed with sale documents, and will include a closeout summary with items outline in section XIV.B. below.
- L. Sale administrator turns in all file items to DNR GNA Operations Leader.

#### **XIV. Reporting**

- A. The State sale summary reports will be submitted on a quarterly basis for established, sold and closed-out sales to the Chequamegon-Nicolet National Forest Timber Program Manager. The report of closed sales shall be utilized to generate an invoice to the State for GNA Required Payments.
- B. Timber sale closeout summary worksheet will be included with closed sale files. The closed sales files will include at a minimum a sale synopsis with the following information:
  - Final volume removed
  - Final inspection report
  - List of substantial events or changes during sale administration such as unit boundary changes, changes to planned transportation access, contract breaches, disputes or claims
  - Prescribed reforestation activities completed through timber sale operations (e.g. aspen site prep or canopy gap cleaning).

If a portion of the performance bond was retained to accomplish on the ground work after contract closure, such as road maintenance or erosion control, a follow up final inspection or other record of completion of these activities must also be provided.

- C. Files for closed sales shall be transmitted to the U.S. Forest Service quarterly by either the administering forester or the Wisconsin DNR GNA Operations Leader, with at least one copy going to the Chequamegon-Nicolet National Forest GNA Program Manager. The time and effort for preparing all reports shall be tracked and included as a project expense for reimbursement as part of the project.



- D. For all policies and procedures not specifically described in the GNA Supplemental Project Agreement, the standard shall be to apply the DNR guidance utilized on department lands, when applicable, as described in the Timber Sale Handbook, Public Lands Handbook, or similar department guidance document. This includes State guidance and provisions for the salvage of timber associated with insect disease or other disturbance events

## **XV. Wisconsin DNR Good Neighbor Timber Sale Project Quality Control Procedures**

### **A. Wisconsin DNR Quality Control for GNA Timber Sale Projects**

1. At completion of marking each stand, report stand number, paint colors used and acres to GNA Operations Leader.
2. Quality control and consistency measures: Evaluation will be done for marking completed by consulting foresters, check cruise by Wisconsin DNR personnel, as detailed in the Consulting Contractor Contract. Notify Chequamegon-Nicolet National Forest District POC when marking/cruising is completed by timber sale prior to timber sale contract preparation.
3. Timber sale write up (including Form 2460), map and supporting materials for each management area will be reviewed and approved by DNR Team Leader or DNR GNA Operations Leader. This review will be to examine the sale details to evaluate cruise accuracy, proper sale documentation, and completeness.
4. Timber sale contract approval and administration subject to Wisconsin DNR GNA timber sale contract requirements. Required elements include FISTA training, worker's compensation insurance confirmation, performance bond receipt and other timber sale contract specifications.
5. 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-sale 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 DNR Form 2460-013) reviewed and approved by DNR Team Leader or DNR GNA Operations Leader.



## B. U.S. Forest Service Quality Control for GNA Timber Sale Projects

1. U.S. Forest Service will develop and conduct training for State personnel for silvicultural plan writing.
2. Chequamegon-Nicolet National Forest District Silviculturists will 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. Wisconsin DNR shall submit timber sale final write up to the Chequamegon-Nicolet National Forest' Forest Supervisor or designated representative. Chequamegon-Nicolet National Forest 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. U.S. 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 the DNR POC in writing. "Walk-through" will not necessitate re-marking if the spirit of the prescription and primary objectives is adhered to.

## C. U.S. Forest Service/State Joint Quality Control for GNA Timber Sale Projects

1. U.S. Forest Service and the State will perform a joint inter-disciplinary review of 1 closed timber sale per year. This review will be led by the U.S. 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 U.S. Forest Service, State staffs and sub-awardees involved with GNA projects.
  - f. Evaluate post-sale monitoring of NEPA identified mitigation measures.