

CHIPPEWA COUNTY FOREST COMPREHENSIVE LAND USE PLAN

TABLE OF CONTENTS

CHAPTER 500

LAND MANAGEMENT AND USE

<u>Section</u>	<u>Subject</u>	<u>Page</u>
500	LAND USE.....	3
	500.1 OBJECTIVES.....	3
505	TIMBER SALES.....	3
	505.1 FIELD PREPARATION OF TIMBER SALES.....	3
	505.2 ADVERTISING FOR BIDS.....	4
	505.3 PROSPECTUS.....	4
	505.4 METHOD OF BIDDING	4
	505.5 AWARDING SALES.....	5
	505.6 SALES CONTRACTS.....	5
	505.7 TIMBER SALE PERFORMANCE BOND.....	6
	505.8 CONTRACT PROVISIONS.....	6
	505.8.1 Contract Number and Contract Name.....	6
	505.8.2 Contract Parties.....	6
	505.8.3 Duration and Extension of Contracts.....	6
	505.8.4 Termination of Contract by Seller.....	7
	505.8.5 Performance Bond, Damages, Future Contracts.....	8
	505.8.6 Title to Timber.....	8
	505.8.7 Payment Schedule.....	8
	505.8.8 Utilization Specifications.....	9
	505.8.9 Training Requirement.....	9
	505.8.10 BMPs, Roads, Landings.....	9
	505.8.11 Soil Disturbance and Rutting.....	10
	505.8.12 Liability and Workers Compensation Insurance.....	11
	505.8.13 Scaling and Conversion Factor.....	11

	505.8.14 Forest Certification.....	11
	505.8.15 Other Contract Conditions	12
	505.8.16 Attachments to Contract.....	12
	505.9 TIMBER SALE RESTRICTIONS.....	13
	505.10 TIMBER SALE ROADS.....	13
	505.11 SUPERVISING SALES.....	14
	505.12 FOREST PRODUCTS ACCOUNTABILITY.....	14
	505.12.1 Scaling Merchantability.....	14
	505.12.2 Utilization Standards.....	14
	505.12.3 Methods of Accountability.....	15
	505.13 SPECIAL FOREST PRODUCTS PERMITS.....	15
510	TIMBER THEFT.....	16
	510.1 TIMBER THEFT INVESTIGATION.....	16
515	ENCROACHMENTS.....	16
520	SPECIAL USES.....	18
	520.1 SAND AND GRAVEL.....	18
	520.2 EXPLORATION, PROSPECTING AND MINING.....	19
	520.3 SANITARY LANDFILLS.....	19
	520.4 MILITARY MANEUVERS.....	20
	520.5 PUBLIC UTILITIES.....	20
	520.6 ACCESS TO PRIVATE LAND.....	21
	520.6.1 Temporary Access.....	21
	520.6.2 Access Agreements.....	21
	520.6.3 Prescriptive Easements.....	22
	520.6.4 Other Types of Access.....	22
	520.7 PRIVATE UTILITY SERVICE LINES.....	23
	520.8 COMMUNICATION TOWERS.....	23
	520.9 OTHER.....	24
525	TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS.....	24

500 LAND USE

500.1 OBJECTIVES

1. To identify policies and procedures employed to effectively manage, utilize and sustain the resources of the County Forest.
2. To identify regulated management activities, land uses and special resource areas.
3. To lay out proper permits needed for certain activities in the County Forest.

505 TIMBER SALES

Regulated cutting of timber is essential to the goals and objectives of this plan. Timber harvesting will be conducted to achieve a sustainable harvest level. Harvest areas will be distributed in the County Forest to accommodate such needs as biodiversity, wildlife, aesthetics, watershed protection and other biological needs. WisFIRS will be used for planning all timber harvests activities in the County Forest. All sales will be established, administered and reported in accordance with the DNR *Timber Sale Handbook (2461)*. All sales in the County Forest are to be advertised for public bidding, with the exception of small sales with an estimated value of \$3,000 or less, or sales that would qualify under a salvage provision (s. 28.11(6)(c), Wis. Stats.). These sales may be sold direct without advertising.

505.1 FIELD PREPARATION OF TIMBER SALES

The County and the DNR will cooperate to locate, designate and prepare harvest areas for sale. The County Forest Administrator and DNR Liaison Forester shall jointly be responsible to see that the field work on sales is accomplished. The County Forest Administrator and DNR Liaison Forester will also jointly be responsible for ensuring that all proper documentation for each timber sale is properly filled out and routed for signatures.

505.2 ADVERTISING FOR BIDS

After field work is completed and necessary reports receive DNR approval, the County Forest Administrator shall prepare a sale prospectus and make it available to interested loggers. Under s.28.11(6)(b) Wis. Stats, timber sale advertisements, at a minimum, will be by classified ad in a newspaper having general circulation in the County. Ads shall be run once each week for two (2) consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in spring and fall, or as needed.

505.3 PROSPECTUS

The following minimum information will be made available to prospective bidders:

1. Species to be harvested and estimated volume.
2. Maps of sale areas.
3. Special contract provisions.
4. Procedures for bidding.
5. Bid forms.
6. Timber sales bond and advance stumpage schedule.

505.4 METHOD OF BIDDING

Bids will be reviewed and subject to approval by the Chippewa County Land Conservation & Forest Committee. A sealed envelope showing tract number or advertised number and marked "sealed bid" shall be submitted on County Forest bid forms by the bidder for each tract bid on, and shall contain:

1. The bid price per unit of species product. The total value of the timber sale bid shall be indicated on both scaled and lump sum bids. The total bid value must meet or exceed the minimum acceptable bid value, as documented in the 2460.
2. A minimum of ten percent (10%) of the bid value of each tract must accompany the bid as a bid bond, payable to the Chippewa County Treasurer.

505.5 AWARDING SALES

1. The high bidder is normally awarded the sale contract, however, the Chippewa County Land Conservation & Forest Committee reserves the right to reject any or all bids and accept the bid offer most advantageous to the County. Grounds for rejecting bids may include, without limit:
 - A. Non-compliance with County Forest contract requirements.
 - B. Delinquent financial obligations.
 - C. Unsatisfactory past performances.
 - D. Inability to demonstrate financial or professional capability.

Evaluation criteria on timber sales will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, references, proof of financial stability, past performance and documented training completed. The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.

2. Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.
3. Sales remaining unsold after being advertised once may be sold direct, at not less than the minimum advertised or appraised value, whichever is less, even though their estimated value exceeds \$3,000. (See DNR *Timber Sale Handbook* (2461)).

505.6 SALE CONTRACTS

1. Contracts will be prepared with copies provided to the logger, and the original filed in the County Forest Administrator's office.
2. Contracts are to be signed by the successful bidder within 30 days of the sale or before cutting begins, whichever occurs first, with payment being made according to the County Timber Sale Bond and Advance Stumpage Payment Schedule. Failure to sign the contract within 30 days may result in forfeiture of the bid bond.

505.7 TIMBER SALE PERFORMANCE BOND

1. Surety bonds or an irrevocable letter of credit issued by a bank, which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation, may be used in lieu of cash as a performance bond on sales. The letter of credit or surety bond must be in effect for a period of time equal to the terms of the contract, plus 60 days to allow for possible extension(s) and for closeout of the contract after cutting is completed. The performance bond on all sales shall be twenty-five percent (25%) of the total amount bid for the sale.
2. The bid bond may be transferred to the performance bond.

505.8 CONTRACT PROVISIONS

All timber sale contracts will be on the form approved by the Chippewa County Land Conservation & Forest Committee and all provisions therein shall apply. A copy of the timber sale map will be attached and become a part of the contract. The following items are essential contract provisions that should be covered in each contract. A copy of the current timber sale contract can be found in the Appendix.

505.8.1 Contract Number and Contract Name

Every contract shall have a unique numerical number and a unique name.

505.8.2 Contract Parties

Contracts must have Name, Address, and other contact information of the Contractor.

505.8.3 Duration and Extension of Contracts

- A. All contracts begin on the date of signature of the Forest Administrator.
All contracts will be issued for not less than six (6) months or longer than 30 months. Contracts must have a specific end date.

- B. A one (1) year extension, if deemed necessary by the Seller, may be granted at the same stumpage rate as in the original contract, if the Contractor has actively harvested timber from the contracted sale within the original contract term. All other successive extensions will be for one (1) year and will have a progressive ten percent (10%) increase in stumpage rates. Stumpage increases will be based on a ten percent (10%) increase from the original bid.
- C. The maximum time duration of a timber sale contract, including extensions, shall be four (4) years. Extension beyond this period of time shall be considered by the Chippewa County Land Conservation & Forest Committee only in the event of special justification. Special stumpage rate adjustments may be made.
- D. If Contractors do not wish to have contracts renewed or extended, and do not finish the sale prior to expiration, appropriate penalties may be assessed.
- E. The Contractor may request a contract release due to severe physical or financial disability. The Chippewa County Land Conservation & Forest Committee shall determine whether a release shall be granted and may withhold all or a portion of the bond deposit for damages.

505.8.4 Termination of Contract by Seller

The Seller may terminate a contract by oral or written notice to the Contractor upon its breach as determined by the Seller or at other times when deemed necessary by the Seller. The Seller may also terminate a contract upon breach of any other similar timber sale contract entered into by the Contractor with the State of Wisconsin or with a County Forest in the State, as determined by the Seller. Upon such notice, the Contractor shall cease all operations on and

immediately leave, and not return to the Seller's property, unless otherwise provided by the Seller.

505.8.5 Performance Bond, Damages, Future Contracts

This section of the contract is to identify the dollar amount and the duration of the performance bond. Also covered under this section of the contract are items to which the performance bond may be used to cover damages. This section also addresses County powers, should damages exceed the performance bond amount. Examples of damages include:

- A. Undesignated timber removed.
- B. Removal of timber without payment.
- C. Damage to residual timber, roads or other infrastructure.
- D. Restoration of sale area.
- E. Costs associated with resale of uncut timber.
- F. Other costs.

505.8.6 Title to Timber

Title to timber cut under this contract shall remain with the Seller until payment, as required in the payment schedule, is received by the Seller or written authorization to cut or remove the timber or forest products has been given by the Seller.

505.8.7 Payment Schedule

All contracts shall have a payment schedule that will layout the responsibilities of the Seller and the Contractor for payments under the contract. This schedule will vary based on sale type (lump sum v. scale sale). All pulpwood shall be paid for prior to hauling from the sale area. A ticket for hauling pulpwood, specific to each sale, must be deposited in a lock box each time pulpwood leaves the sale area or it will be considered a breach of contract. All sawlogs shall be scaled prior to leaving the sale area. Payment for sawlogs and other scaled wood products is due within 30 days of the date listed on the invoice. In

instances when the Contractor has past due balances, or has previously demonstrated late payment, the County may, of its sole discretion, require the Contractor to provide payment for sawlogs prior to hauling from the site.

505.8.8 Utilization Specifications

Typical standards are the following:

- A. Cordwood: Utilize each tree down to a 4" top DIB, providing it contains a merchantable 100" pulp stick.
- B. All hardwood logs, except aspen, without significant defect and ≥ 10 " DIB on the small end will be charged at the appropriate sawlog stumpage rate.
- C. All softwood logs without significant defect and ≥ 9 " DIB on the small end may be charged an appropriate sawlog stumpage rate.

505.8.9 Training Requirement

Logging contractors and sale operators are to be compliant with the Wisconsin Sustainable Forestry Initiative® Training Standard, as adopted by the Wisconsin SFI® Implementation Committee. Valid documentation of compliance with the Forest Industry Safety and Training Alliance training standards must be on file with the County before harvesting operations begin and during all operations.

505.8.10 BMPs, Roads, Landings

1. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction, upon completion or termination of a contract.
2. All contractors shall comply with all recommended BMPs for Water Quality guidelines, as described in "*Wisconsin's Forestry Best Management Practices for Water Quality*", published by the Wisconsin Department of Natural Resources, publication Pub-FR-93.
3. All contractors shall comply with all recommended BMPs for Invasive Species, as described in "*Wisconsin's Forestry Best Management Practices for Invasive Species*", publication Pub-FR-444,

4. All contractors shall comply with all General Guidelines, as described in “*Wisconsin’s Biomass Harvesting Guidelines*”, published by the Wisconsin Department of Natural Resources, publication Pub-FR 435.

505.8.11 Soil Disturbance and Rutting

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

Table 1. Thresholds for soil disturbances.

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

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

- C. Prior to sale completion, the Contractor shall mitigate and repair soil disturbances to the Seller’s satisfaction.

505.8.12 Liability and Workers Compensation Insurance

Unless the Contractor is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Contractor agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this contract and any and all employees engaged in cutting on the Seller's land during the period of this contract, regardless of any exemptions from coverage under Chapter 102, Wis. Stats. The proof of insurance shall be kept in the sale folder.

505.8.13 Scaling and Conversion Factors

- A. Chippewa County uses the DNR *Timber Sale Handbook (2461)* to determine conversion rates for weight-scaled wood, posts, poles, bolts, chips and other types of forest products.
- B. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
- C. All sawlogs will be scaled by Scribner Decimal C. Log Rule.
- D. In the event that aspen cordwood trees are intentionally peeled, the County will apply a 12.5% adjustment to each load of peeled aspen cordwood.

505.8.14 Forest Certification

The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council® (FSC® C006090) FSC 100%.

505.8.15 Other Contract Conditions

- A. Removal without payment.*
- B. Cutting requirements.*
- C. Waste.*
- D. Stump heights.*
- E. Zone completion.*
- F. Forest fire prevention.*
- G. Slash requirements.*
- H. Cleanup of sale area.*
- I. Other approvals.*
- J. Survey monuments.*
- K. Indemnification.*
- L. Independent contractor.*
- M. Assignment.*
- N. Entire contract.*
- O. Contracting parties.*
- P. Inspection.*
- Q. Access.*
- R. Applicable law.*
- S. Safety.*
- T. Other conditions.*

505.8.16 Attachments to Contract

All contracts will include a timber sale map detailing the sale area and identifying various cutting requirements. All contracts shall include a payment schedule detailing how forest products harvested will be accounted for and payment made in accordance with existing policy and procedure.

505.9 TIMBER SALE RESTRICTIONS

1. To minimize resource damage, the types of logging equipment, methods, and times of operation used on sale areas may be restricted by the County.
2. Special restrictions may be required in accordance with County aesthetic policy, if applicable.
3. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts, benefit wildlife management, avoid endangered resources concerns, minimize insect and disease problems, or to assist in fire protection.

505.10 TIMBER SALE ROADS

1. The Contractor may be responsible for securing legal access to sale areas across private or other non-county ownership. If the County has not secured access to a sale area, it shall be advertised as such in the prospectus.
2. The Contractor will be responsible for securing permission to conduct logging activities within town, county or state road right-of-ways (e.g. decking, skidding)
3. Chippewa County Department of Land Conservation & Forest Management personnel will approve the layout of all roads and make other necessary special provisions within the sale contract.
4. Skidding, decking, or other logging activity is not allowed on Primary County Forest roads or ditches, unless approved by the County Forest Administrator. These areas will be kept free from logging debris. County Forest access roads will be maintained by the logger and be left in good as original condition at the close of the sale. Roads will be inspected by County personnel to insure minimal resource damage.
5. A timber sale Contractor may request permission to gate a timber sale access road. The County Forest Administrator may grant a gate permit to prohibit only motorized traffic.

505.11 SUPERVISING SALES

Sale inspections will be performed periodically by County and/or DNR Forestry personnel, as requested, with corresponding notations in the sales record.

505.12 FOREST PRODUCTS ACCOUNTABILITY

505.12.1 Scaling Merchantability

1. Sawlogs will be scaled by the Scribner Decimal C. log rule. A log is defined as:
 - *9" diameter or larger inside bark (d.i.b.) at 8' in length (plus trim) for softwood*
 - *10" diameter or larger inside bark (d.i.b.) small end at 8' (plus trim) in length for hardwood*
2. The standard unit of measure for cordwood is measuring 4' x 4' x 8' of unpeeled wood. A pulpwood tree contains at least one 8' stick, to a minimum 4" top diameter, as defined in the contract.
3. The DNR *Timber Sale Handbook (2461)* will be used as a guide in determining the conversion rates for posts, poles, bolts, chips, weight-scaled wood or other types of forest products.

505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber and will be based on the scaling standards noted in 505.12.1 and 505.8.13.

505.12.3 Methods of Accountability

Wood harvested from the sale area must be accounted for and payment made in accordance with existing policy and procedure. One or more of the following may be used on an individual sale:

1. The ticket system utilizes serialized three-part tickets that must be paid for in advance, based on the approximate stumpage value of the wood to be hauled. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.
2. Wood may also be scaled on the landing. This method is generally used for sawlogs. Payment for wood products scaled is due within 30 days of days of the invoice date. An interest charge of 1.5% monthly will be added to all account balances more than 30 days past the invoice date. Abuse of credit may require prepayment of stumpage.
3. Lump sum sales may be utilized and divided into cutting units when practical. Payment for a cutting unit must be received in full before any cutting begins in that unit.

505.13 SPECIAL FOREST PRODUCT PERMITS

1. A written permit for taking fuelwood for personal use must be purchased for a specific area designated on the permit.
2. A written permit for cutting small amounts of boughs for personal or commercial use may be issued for a specific area designated in the permit, with fees set by the Chippewa County Land Conservation & Forest Committee.
3. Written permits may be issued for special forest products for community or personal use, with fees established by the Chippewa County Land Conservation & Forest Committee.

510 TIMBER THEFT

All cases of alleged timber theft in the County Forest shall be investigated and resolved promptly. An allegation of theft by cutting and/or removing timber from the County Forest does not alleviate the County from payment under s. 28.11 (9), Wis. Stats. The County will collect damages pursuant to s. 26.05 Wis. Stats., and may also pursue criminal charges under s. 943.20, Wis. Stats. and/or seek civil damages.

510.1 TIMBER THEFT INVESTIGATION

The following procedure should be used in all cases of alleged timber theft:

1. Determination of Theft
 - A. Gathering facts - The County, through its Sheriff's Department, and along with the assistance of the DNR liaison, rangers and wardens, will ascertain the facts pertinent to the alleged theft, including determination of the damages to the County. Legal counsel representing the County (Corporation Counsel's Office) should be involved in all aspects of investigation. Property involved in the alleged theft may be seized pursuant to s. 26.064, Wis. Stats. for use as evidence.
 - B. Boundary determination - If property boundaries are involved and not clearly identified or agreed to, the County shall conduct a legal survey of the boundary in question.

515 ENCROACHMENTS

The County will actively investigate all suspected cases of encroachments in the County Forest. To ensure the integrity and continuity of County Forest land, all cases will be dealt with promptly and in a consistent manner. The following procedures will be used in all cases of suspected encroachments:

1. The County will establish property boundaries; if necessary, a legal survey will be conducted.
2. The County will gather all facts.

3. The Chippewa County Land Conservation & Forest Committee, in consultation with the County Forest Administrator, county legal counsel (Corporation Counsel Office) and the DNR, will make a decision as to the disposition of the case.
 - A. All above ground encroachments that are movable will be removed from County property.
 - B. Permanent type facilities, such as homes, garages and septic systems shall be addressed individually and commonly be removed but may be handled by a land use agreement in rare situations. For example, when the encroachment will be removed within a short and defined period of time (e.g. septic system needs replacing, dilapidated structure needs to be rebuilt and relocated). Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the viability of an adverse possession claim (s. 893.29, Wis. Stats.).
 - C. Provisions in the Land Use Agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the County must be notified once encroachment is terminated; County continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached County property; County reserves the right to cancel the permit and the permit is to be filed in the office of the Chippewa County Department of the Land Conservation & Forest Management, and all fees related to the land use permit shall be paid by the permittee.
 - D. A copy of the actual Land Use Agreement can be found in the Appendix.

520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the Chippewa County Land Conservation & Forest Committee may designate specified areas for special uses. Specific management methods are to be considered on these areas. Uses must be consistent with the intent and purposes of the County Forest Law.
2. All requests for specialized uses of any County Forest lands will require a permit authorized by the Chippewa County Land Conservation & Forest Committee.
3. A list of existing special use areas can be found the Appendix.

520.1 SAND AND GRAVEL

Sand and gravel pits located in the County Forest may be used only by units of government or contractors performing public works. Use of existing pits and the opening of new pits by other than the Chippewa County Department of Land Conservation & Forest Management will require Chippewa County Land Conservation & Forest Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

1. Requiring the pit and its access road to be screened from view from any public highway.
2. Severing trees from the stump.
3. Disposition of brush and dirt spoil by leveling or hauling away.
4. Sloping to prevent steep banks.
5. Filing with the Chippewa County Department of Land Conservation & Forest Management an annual written report of gravel and sand removed.

Other conditions may be set at the discretion of the Chippewa County Land Conservation & Forest Committee or County Forest Administrator. The Chippewa County Land Conservation & Forest Committee may set fees for materials removed. Other non-metalliferous materials will be dealt with on an individual basis.

All active, nonmetallic sites greater than one (1) acre in size, including those in the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The Chippewa County Department of Land Conservation & Forest Management shall administer the necessary permits for nonmetallic mining operations, in coordination with the Planning and Zoning Department, where a site or operation is subject to a conditional use permit under ordinances administered by the County Zoning authority.

Sand and gravel may, under some circumstances, be leased to private contractors for private use. In these situations, the land must be withdrawn from the County Forest Law until sand/gravel removal and reclamation of the site is completed. Upon completion of reclamation to the satisfaction of the County and the State, the lands shall be reapplied for entry under the County Forest Law.

520.2 EXPLORATION, PROSPECTING, AND MINING

1. The Chippewa County Land Conservation & Forest Committee may investigate all mineral exploration, prospecting and mining requests, as they are received.
2. The DNR shall be notified of all requests, as they become known, in accordance with s. 28.11(3)(i) and (j), Wis. Stats. and with DNR Manual Code 2712.1, or other codes which may be subsequently adopted.
3. The *Public Forest Lands Handbook* should be referenced for more detailed procedure.

520.3 SANITARY LANDFILLS

The use of County Forest lands for sanitary landfills will not be allowed unless the lands involved are withdrawn from the County Forest Law.

520.4 MILITARY MANEUVERS

Military maneuvers on County Forest lands will be considered under a lease or written land use agreement. Upon receipt of a written request from the military, the Chippewa County Land Conservation & Forest Committee, other necessary County staff, military, and DNR representatives will discuss the issue at a public Chippewa County Land Conservation & Forest Committee meeting. After the needs have been outlined, the site shall be field checked, DNR input and consistency with the County Forest Law sought, and town officials advised. Depending on the scope of the project, a public hearing may be appropriate. If all aspects and concerns are addressed and agreed to, a legal instrument will be drafted. The matter will then be brought back to a Chippewa County Land Conservation & Forest Committee meeting for final input and approval. The *Public Forest Lands Handbook* will be used for further direction in this matter.

520.5 PUBLIC UTILITIES

Easements for public utilities may be considered by the Chippewa County Land Conservation & Forest Committee. Underground installations will be encouraged. The following main provisions shall be included in any County Board resolution granting permission for construction of any utility transmission line:

1. Utility may be billed for merchantable forest products and existing timber reproduction.
2. Utility may be billed for land removed from production due to right-of-way clearing for losses of future income and multiple use benefits.
3. Land removed for utility operations that is no longer suited “primarily for timber production or, that is no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes” (s. 28.11(4)(c), Wis. Stats) may need to be withdrawn from County Forest Law designation. The utility shall replace any lands requiring withdrawal from County Forest with other lands suitable for County Forest entry that are in the forest blocking of the County Forest.
4. Utility companies will be encouraged to use existing corridors and underground lines to minimize disturbance to the County Forest, and native plants and animals.

5. Merchantable timber will be removed in a manner approved by the Chippewa County Land Conservation & Forest Committee. Timber cut must be reported to the DNR on form 2460-1.
6. Utility must provide notice of proposed route, including a map of not less than 1 inch/mile scale, 90 days in advance of proposed construction.
7. Special maintenance, controlled access and signage concerns shall be addressed in any proposal.
8. An appropriate fee shall be charged for easements.

520.6 ACCESS TO PRIVATE LAND

The Department of Natural Resources has determined that granting a private easement across County Forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion (*OAG-08-10*).

Easement grants to individuals are generally determined to be an exclusive right on a publicly-owned asset. Counties are generally restricted from granting easements on county forest lands unless the easement helps to achieve the purposes of the County Forest Law program.

520.6.1 Temporary Access

Requests for temporary access across County Forest lands will be reviewed for any potential conflicts with management activities or public access. If impacts are minimal, access for short-term needs will be permitted through the use of access agreements or letters of authorization. Temporary access is generally for activities such as access to maintain utilities (rail, powerline, etc.) or for logging access on private lands. The recipient of temporary access is required to restore the roadway to at least its prior condition and to expand coverage of any performance deposits or liability insurance to cover the use of the County road.

520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve access roads through the County Forest. Access agreements will be considered on a

case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands.

A fee may be assessed by the Chippewa County Land Conservation & Forest Committee for access permits. The Chippewa County Land Conservation & Forest Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

Access across County Forest lands must be demonstrated by the applicant as the route of last resort, including evidence of an offer of fair compensation for access across other private lands. The following stipulations will be included in access agreements:

1. Permits are made by and between the County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.
2. Permits are not to exceed 15 years.
3. Gates, signs, or other articles of the permittee are not permitted on County lands.
4. Other County specific stipulations.

520.6.3 Prescriptive Easements

Historical access points and driveways may meet the legal requirements of prescriptive use. A prescriptive use easement does not generally trigger a need to withdraw lands from the County Forest program unless the public is excluded from motorized travel on the subject road. Any potential claims of prescriptive easement across County Forest lands must be reviewed by legal counsel in order to determine legal validity and possible legal defense or standing.

520.6.4 Other Types of Access

Complex issues of private access needs may arise in the future. Any proposals to grant an easement across County Forest must help achieve the purposes of the County Forest Law and meet a standard of better and higher public use. Easements to private parties will require

withdrawal from County Forest Law and are to be discussed with the Chippewa County Department of Land Conservation & Forest Management prior to initiating any proposals.

520.7 PRIVATE UTILITY SERVICE LINES

If a landowner cannot gain utility access across other lands, the Chippewa County Land Conservation & Forest Committee may consider a land use agreement for access across the County Forest. Requests will be considered on a case-by-case basis. These agreements should consider the inclusions mentioned below:

1. The permit is non-transferrable.
2. The County retains full ownership of the utility corridor, however, it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Chippewa County.
4. The Chippewa County Land Conservation & Forest Committee may set a fee for such a land use agreements at a dollar per lineal foot basis for each utility with a minimum fee per agreement.

520.8 COMMUNICATION TOWERS

The siting of communication towers in the Chippewa County Forest will be considered by the Chippewa County Land Conservation & Forest Committee on a limited basis.

Requests will be considered on a case-by-case basis, subject to the following conditions:

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in the County Forest program. According to section 28.11(4), Wis. Stats, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes may also

need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.

3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. The fee for such a land use agreement would be set by the Chippewa County Land Conservation & Forest Committee with approval by the County Board required.
5. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

520.9 OTHER

Other types of special uses of the County Forest may be considered by the Chippewa County Land Conservation & Forest Committee. Regulations governing these uses will be developed on an individual basis. These may include, but are not limited to research, independent study and scientific areas.

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

Indian treaty rights, and specifically Lake Superior Bands of Chippewa, were granted reserved rights to hunt, fish and gather on all ceded lands in eastern Minnesota and northwest Wisconsin as part of treaties in 1837 and 1842. Federal courts have determined that these Native Americans retain those rights to this day. In a February 21, 1991, decision, Federal Court Judge Barbara Crabb determined that the Chippewa's rights, however, do not include the right to harvest the commercial timber resource.

When the Chippewa entered into the treaties, they ceded to the United States government their rights to the pine timber forever. It was determined that commercial timber harvesting within the ceded territory was not among the Chippewa's usual and customary activities at the time the treaties were signed. Besides hunting and fishing rights, the Chippewa Indians did retain the right to gather miscellaneous forest products in the ceded territory, including firewood, boughs, tree bark, lodge poles, marsh hay, and maple syrup. This type of gathering was determined to be usual and customary activities of the Chippewa at the time the treaties were signed.

The counties now retain the right to regulate any forest product gathering conducted under the 1800's treaties in order to protect the natural resources of public ownership. Suggested permit forms have been developed by the Wisconsin County Forest Association to provide uniformity of permits across the state. Permit forms for gathering miscellaneous forest products must be obtained from the property owner prior to any gathering activities. A 14-day response time for issuance of the permits is allowable.

1. Any treaty rights participant interested in gathering firewood, tree bark, maple sap, lodge poles, boughs, marsh hay or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County ordinances) from County land shall obtain a County gathering permit from the Chippewa County Department of Land Conservation & Forest Management. The County shall respond to the gathering permit request no later than 14 days after receipt of the request. The gathering permit shall indicate the type, volume and location of the material to be gathered, Tribal identification card number, permit time frame and conditions of the gathering of the material necessary for conservation of the timber and miscellaneous forest products on the County land, or for public health or safety.
2. The County may not deny a request to gather miscellaneous forest products on County property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the County or, (c) is otherwise inconsistent with conservation or public health or safety. See subchapter IV, Ch.NR13, Wis. Adm. Code.