bark
po box 12065
portland, or 97212

OREGON WILD
Formerly Oregon Natural Resources Council (ONRC)

23 October, 2014

To: Lisa Northrop, Forest Supervisor
Mt. Hood National Forest

RE: North Fork Mill Creek Timber Sale Pre-decisional Objection

"The **overall purposes of this project are to meet the existing contractual and economic obligations** and to improve safety on National Forest System roads within the burned area." *North Fork Mill Creek draft Decision Notice, at 2.*

"This alternative [to cancel Roan and Eques contracts] would exercise the contractual provisions in the Integrated Resource Timber Contract (IRTC) to pay the timber purchasers for the timber currently under contract. **This alternative could meet the overall purpose to meet the existing contractual and economic obligations within the existing Roan and Eques stewardship sales**, but it would not meet the underlying needs to improve the health and vigor of forested standing [sic]." *North Fork Mill Creek Environmental Assessment at 2-34, 35.*

"The ecological cost of salvage logging speaks for itself, and the message is powerful. I am hard pressed to find any other example in wildlife biology where the **effect of a particular land-use activity is as close to 100% negative as the typical postfire salvage-logging operation tends to be**." *Dr. Richard Hutto, Director of the Avian Science Center at the University of Montana.*[1]

In accordance with 36 CFR §218, Bark & Oregon Wild hereby object to the Environmental Assessment ("EA") and draft Decision Notice for the North Fork Mill Creek Timber Sale.

[1] Hutto, R. L. 2006. Toward meaningful snag-management guidelines for post-fire salvage logging in North American conifer forests. Conservation Biology 20: 984–993.

Responsible Official: Lisa Northrop, Forest Supervisor, Mt. Hood National Forest ("MHNF")

Objection Period End Date: October 24, 2014

Location: North Fork Mill Creek Watershed, Hood River Ranger District, Mt. Hood National Forest

Objector's Interests:

Bark is a non-profit organization based in Portland, Oregon and has worked to protect the MHNF since 1999. Staff, members, volunteers, supporters, and board members of Bark live in the communities surrounding the MHNF and use and enjoy the Forest extensively for recreation, drinking water, hunting, fishing, general aesthetic enjoyment, family gatherings, viewing flora and fauna, gathering forest products, and other purposes. The value of the activities engaged in by Bark members and staff will be damaged by the implementation of this project.

Oregon Wild represents about 5,000 members who support its mission to protect and restore Oregon's wildlands, wildlife, and water as an enduring legacy. Its goal is to protect areas that remain intact while striving to restore areas that have been degraded. This can be accomplished by moving over-represented ecosystem elements (such as logged and roaded areas) toward characteristics that are currently under-represented (such as roadless areas and complex old forest).

Bark and Oregon Wild both participated in the Mill Creek Watershed Collaborative Working Group that submitted recommendations on the original North Fork Mill Creek fuels reduction proposal in March 2006. Both organizations have also participated in reviewing and providing detailed comments of the Preliminary Assessment on the revised North Fork Mill Creek Timber Sale.

Requested Relief

In recognition that the proposed action is unnecessary, ecologically damaging, and faces strong scientific and public opposition, Bark requests that the Forest Service cancel the contracts for the Roan and Eques timber sales as part of its final Decision.

Bark & Oregon Wild submit this Objection for the following reasons:

A) It is illegal to use pre-existing contracts for the basis of a NEPA Analysis

> "Overall, the Forest Service has the obligation (if possible) to make the timber purchaser whole in the existing contracts based on the economic value of the timber." *DN at 3.*

> ""I did not select either of these alternatives [contract cancellation or Alternative 3] because they did not completely fulfill our contractual obligations, nor did they fully meet the purpose and need for action." *DN at 10.*

Because the MHNF focused its analysis on fulfilling a pre-existing contract, it created a Purpose and Need in which only one alternative, the proposed action, could be selected. This is illegal. "One obvious way for an agency to slip past the strictures of NEPA is to contrive a purpose and need so slender as to define competing reasonable alternatives out of consideration (and even out of existence)" *Simmons v. U.S. Army Corps of Engineers*, 120 F.3d 664, 666 (7th Cir. 1997). Thus, "a court begins by determining whether or not the Purpose and Need Statement was reasonable." *Westlands Water Dist. v. U.S. Dept. of Interior*, 376 F.3d 853, 865 (9th Cir. 2004).

Was it reasonable for the Forest Service to create a narrow purpose and need by selectively interpreting the existing contracts to require extensive post-fire logging? In a word – no. Basing its decision on the premise that these contracts must be fulfilled to the greatest extent possible flies in the face of NEPA regulations, which prohibit NEPA documents from being used to "justify decisions already made." 40 C.F.R. § 1502.2(f), (g). Where an agency enters into a contract prior to preparing NEPA analysis, the analysis "might be subject to at least a subtle bias" and thus must be discarded. *Metcalf v. Daley*, 214 F.3d 1135, 1144 (9th Cir. 2000). A pre-existing contract "eliminate[s] the opportunity to choose among alternatives." *Id.* at 1143. Also *See Idaho Sporting Congress v. USFS*, 96-0390-S-LMB (D. Idaho, August 13, 1997 Decision and Order); *American Wildlands v. U.S. Forest Serv.*, CV-97-160-M-DWM (D. Montana 1999) (holding that normal deference to agency decision making is inapplicable "if the objectivity of the agency decision making is questionable," and that "[o]therwise, there would be no check on the ability of an agency to circumvent environmental laws by simply going through the motions and conducting environmental assessments on the basis of predetermined or presupposed findings").

The draft DN's insistence that the proposed action is the only way to meet the contract obligations is weakened by its, albeit brief, acknowledgement that cancelling the Roan and Eques stewardship sales due to the catastrophic damage and refunding the contractor based on contractual provisions, " . . .could meet the overall purpose to meet the existing contractual and economic

obligations within the existing Roan and Eques stewardship sales." *EA at 2-34, 35*. As explained below, MHNF has a much wider scope of action available than simply authorizing as much logging as possible under the existing contracts.

B) MHNF Misrepresents Scope of its Contractual Abilities

The Forest Service presents the proposed action as if it were under a strict contractual obligation to provide lumber to the timber company ("I have selected Alternative 2-Revised Proposed Action because it fully meets our existing contractual and economic obligations for the existing Roan and Eques stewardship sales.") This is incorrect. The Forest Service's Integrated Resource Timber Contract (IRTC) – standard language included in every timber sale contract Mt. Hood National Forest enters into – provides ample room for contract modification based on a number of considerations, including catastrophe and changed circumstances.

MHNF selected only three provisions of the IRTC to "serve as the foundation for the purpose and need for action for this EA". *DN at 9-10*. However, there are <u>other</u> provisions of the IRTC that allow MHNF to modify, or even cancel, the contracts as needed. While MHNF indirectly acknowledges that it has this ability (*see* EA at 2-34, 35) these contact provisions are conspicuously absent from the DN.

Bark discussed these other provisions with MHNF staff at the N. Fork Mill Creek Open House, and included them in our comments on the draft EA. However, MHNF continues to narrowly interpret its abilities and insist that the only way to meet the contractual obligations is to turn a "fuels reduction" project into a much more ecologically damaging post-fire timber sale.

1) Termination or Modification for Catastrophic Damage

Both the Roan and Eques sales were determined to have "catastrophic damage" as defined by the stewardship contract. *DN at 2.* The IRTC provides for contract termination, or modification, for catastrophe. *See IRTC I.2.2*, *IRTC I.3.2.*

In its DN, MHNF omits the termination clause in its entirety, and only includes the first of three subparts under the heading "Modification for Catastrophe". The entire contract provision is as follows:

> "In event of Catastrophic Damage, Forest Service, in consultation with Contractor, shall outline on Contract Area Map:
>
> (a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;

(b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and

(c) Areas of affected or unaffected timber that are to be eliminated from Contract Area."

By only listing the first subpart of the provision (and omitting the termination clause), MHNF creates the false impression that it is unable to remove areas of affected, or unaffected, timber from the contract. This improperly narrows its scope of ability to act.

2) Modification for Changed Conditions

The IRTC also allows the Forest Service to modify contracts when, because of substantial change in the physical conditions to the Contract Area, the completion of certain work would no longer serve the purpose intended. *IRTC I.3.1*. One can hardly think of a more fitting provision for a situation such as the N.Fork Mill Creek project, which was created with the explicit purpose of fuels reduction. Now that the physical conditions have changed due to fire, the completion of logging would no longer serve the purpose intended.

However, MHNF strangely suggests that "this provision is used to cover changes in law, regulation or policy (e.g., changing of a species list under the Endangered Species Act), rather than a catastrophic change." *DN at 10*. This is a clearly erroneous interpretation, as this clause specifically regards **changes to the physical conditions**, not the legal framework, of the area. It is a directly applicable provisions and should be utilized to modify the contract.

3) Modification to Prevent Environmental Degradation or Resource Damage

There is yet another provision in the IRTC that allows the Contracting Officer to modify the contract, in whole or in part, to prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources. *IRTC I.3.3(a)(1)*. Given that the adverse impacts of this project to the threatened Northern Spotted Owl are now even greater than the initial N. Fork Mill Creek Fuels Reduction project, this is another provision by which the contract could be modified.

Multiple court cases have affirmed the Forest Service's ability to modify or terminate existing contracts. See *Oregon Natural Resource Council Action v. USFS*, 445 F.Supp.2d 1121 (D.OR 2006), *City of Tenakee Springs v. Clough*, 915 F.2d 1308, 1312 (9th Cir.1990).

Thus, there is no legal basis for MHNF to suggest that the only way to comply with its contract is to offer the most timber possible in a post-fire sale.

Obviously, conditions have changed, the original purpose of the project is no longer valid, and the ecological impact of the logging will be far greater in the recently burned area. These are precisely the conditions for which these contract clauses were created, and should be used as such.

C) Draft DN has no Economic Analysis to Support its Assertions.

It is abundantly clear from the analysis that the post-fire salvage logging components of the N.Fork Mill Creek are not being planned for ecological reasons, but rather economic reasons (there are the "valid socio-economic reasons for conducting post-disturbance logging, such as economic recovery of potential lost value." *PA at 2-29*).

Even though providing lumber to timber companies is the primary purpose of the project, the EA does not include *any* economic analysis. While the draft DN asserts that the salvage logging operations must be done for economic reasons, there are no numbers supporting this analysis. If the trees are currently decreasing in value, when must they be logged to retain enough value to satisfy the contract holders?[2] How many acres must be logged in order to have the economics work out? Why can the contracts only be fulfilled by Alternative 2 and not Alternative 3?

While the EA and draft DN do not any answers to these questions, MHNF implies that the less volume available in Alternative 3 rendered the project economically unviable. *See DDN at 10.* However, courts reject unsupported assertions of economic unviability. In *Klamath-Siskiyou Wildlands v. U.S. Forest Service*, the Forest Service rejected all proposed alternatives that eliminated or reduced the amount of timber harvest because "they would have been uneconomical and thereby limited funds for restoration work." 373 F. Supp. 2d at 1088-1089. In holding this rationale unlawful, the Court found that

> "[n]owhere in the EA does the Forest Service provide any analysis regarding the amount of revenue lost under each of the various alternative approaches, how much it will cost to complete the desired improvement projects, and what percentage of required funding must to be generated through timber sales. Rather, it appears the Forest Service simply dismissed out of hand any proposal which would have reduced the amount of timber harvest."

Id. The Court held that this did not constitute a hard look at reasonable alternatives or explain sufficiently why other alternatives would not accomplish

[2] This question is important as the normal operating season is almost over, and the trees are presumably continuing to diminish in value. Is the Forest Service planning for winter logging without being explicit about it? It would appear this way from the Project Design Criteria T-1, which begins: "If a proposal to implement winter logging is presented . . . ". *EA at 2-22*.

the project's purpose and need. *Id.* Similarly, with this project, the Forest Service did not sufficiently explain why either selecting the less environmentally damaging Alternative 3, or cancelling the contracts and refunding the deposits could not also meet the terms of the contracts.

D) Post-fire Logging has no Ecological Benefit, and Many Adverse Impacts

> "Burned forests are not dead zones, but rather teem with life. The reflex reaction to log after forest fires directly contradicts decades of scientific research showing both the immense ecological importance of post-fire landscapes and the significant harm that can occur when such areas are logged."
>
> -Nourished by Wildfire[3]

Bark's comments on the Preliminary Assessment extensively cited scientific papers that describe the damaging impacts of post-fire salvage logging on water quality, soil productivity and wildlife habitat. We incorporate those comments by reference.

Scientists agree that post-fire logging is inappropriate from an ecological perspective. In a recent letter to Congress, more than 200 scientists explained why post-fire logging in Rim Fire area should not be allowed:

> Numerous studies[4] . . . document the cumulative impacts of post-fire logging on natural ecosystems, including the elimination of bird species that are most dependent on such conditions, compaction of soils, elimination of biological legacies (snags and downed logs) that are

---

[3] Nourished by Wildfire: The Ecological Benefits of the Rim Fire and the Threat of Salvage Logging, a Report by the Center for Biological Diversity & John Muir Project, 2014.

[4] *Citing*: Hutto, R. L. 2006. Toward meaningful snag-management guidelines for postfire salvage logging in North American conifer forests. Conservation Biology 20: 984–993.

Beschta, R.L. et al. 2004. Postfire management on forested public lands of the western USA. Conservation Biology 18: 957-967.

Lindenmayer, D.B. et al. 2004. Salvage harvesting policies after natural disturbance. Science 303:1303.

Karr, J. et al. 2004. The effects of postfire salvage logging on aquatic ecosystems in the American West. Bioscience 54: 1029-1033.

DellaSala, D.A., et al. 2006. Post-fire logging debate ignores many issues. Science 314-51-52.

Donato, D.C. et al. 2006. Post-wildfire logging hinders regeneration and increases fire risk. Science 31 1 No. 5759: 352.

> essential in supporting new forest growth, spread of invasive species, accumulation of logging slash that can add to future fire risks, increased mortality of conifer seedlings and other important re-establishing vegetation (from logs dragged uphill in logging operations), and increased chronic sedimentation in streams due to the extensive road network and runoff from logging operations.

Another recent report,[5] authored by scientists from across the region, acknowledged the extensive adverse environmental impacts of post-disturbance salvage logging and concluded:

> [F]or maintenance of forest ecosystem integrity, post-disturbance logging should be prohibited in Riparian Reserves, Key Watersheds, Late Successional Reserves, and other areas where conservation is a dominant emphasis. Post-disturbance actions should prioritize road decommissioning or systemic road drainage improvements, and suspension of livestock grazing to reduce harm under the increased hydrological stresses expected in post-fire forests and their aquatic and riparian habitats and biota.

1) Significant Impacts to Threatened Spotted Owls:

This entire project takes place in designated Critical Habitat for the Northern Spotted Owl. *Biological Opinion at 21*. The Endangered Species Act requires that federal agencies not destroy or adversely modify critical habitat. Critical habitat is essential for the recovery of threatened species. As such, it must be managed with recovery goals in mind.

The Critical Habitat Rule for Northern Spotted Owls determined that **all** of the unoccupied and likely occupied areas in this subunit are **essential** for the conservation of the species to meet the recovery criterion that calls for the continued maintenance and recruitment of northern spotted owl habitat (USFWS 2011). The increase and enhancement of northern spotted owl habitat is **necessary** to provide for viable populations of northern spotted owls over the long term by providing for population growth, successful dispersal, and buffering from competition with the barred owl. *EA at 3-27* (emphasis added).

However, the N. Fork Mill Creek proposed alternative degrades or removes critical habitat: "Alternative 2: These treatments would delay the development of PCEs in the stand following treatment, and the life history needs of the spotted owl would no longer be met in these treatment units. EA at 3-28."

[5] Frissell, C., et. al., 2014. Conservation of Aquatic and Fishery Resources in the Pacific Northwest: Implications of New Science for the Aquatic Conservation Strategy of the Northwest Forest Plan, Coast Range Association.

This direct loss of habitat is especially troubling given the likelihood of significant cumulative impacts to the owls from habitat loss throughout the area. As described by the Ninth Circuit:

> Cumulative impacts of multiple projects can be significant in different ways . . . Sometimes the total impact from a set of actions may be greater than the sum of the parts. For example, the addition of a small amount of sediment to a creek may have only a limited impact on salmon survival, or perhaps no impact at all. But the addition of a small amount here, a small amount there, and still more at another point could add up to some-thing with a much greater impact, until there comes a point where even a marginal increase will mean that no salmon survive.
>
> -*KS Wild*, 387 F.3d at 993.

The cumulative impacts section of the EA does little more than provide a list of some of the projects in the area, including the incredibly vague "past timber harvests, private land timber harvest activities." *See EA at 3-28.* However, a mere listing of projects, with no additional information, is not sufficient analysis. A proper consideration of the cumulative impacts of a project requires "some quantified or detailed information; . . . general statements about possible effects and some risk do not constitute a hard look absent a justification regarding why more definitive information could not be provided." *Neighbors of Cuddy Mountain v. United States Forest Serv.,* 137 F.3d 1372, 1379-80 (9th Cir. 1998). The analysis "must be more than perfunctory; it must provide a **useful analysis** of the cumulative impacts of past, present, and future projects." *Klamath-Siskiyou Wildlands Ctr. v. BLM*, 387 F.3d 989, 993-994 (9th Cir. Or. 2004) (emphasis added).

What type of information would a "useful analysis" provide? Answers to questions such as the following:

1. Are any of the listed projects in the same Critical Habitat sub-unit?
2. Did they remove nesting, foraging and dispersal habitat? How much?
3. Did these projects result in take of any Spotted Owls? How many?
4. How much total acreage of owl habitat has been lost from the combination of these projects and the fire?
5. Assessed cumulatively, what are the impacts of **all** this habitat loss on the recovery of spotted owls?

Given the little information in the EA, there is no way to assess the cumulative impacts of incremental habitat loss on threatened owls. While it is not the duty of the public to provide information (*Thomas v. Peterson*, 753 F.2d 754, 765 (9th Cir. 1985) ("it is not the responsibility of the Plaintiff to prove, nor the function of the courts to judge, the effect of a proposed action on an endangered species

. . ."), Bark knows that the nearby Dalles II project led to a total degradation/loss of 785 acres of NSO dispersal and 575 degradation/loss of NSO suitable habitat, for a total of 1360 acres of habitat degraded for up to 50 years. *Dalles II PA at 3-99.* An additional 248 acres of suitable habitat were lost to the fire. How many acres are degraded in all the other projects? How can the cumulative impacts of this project be assessed without this information?

The EA further states that "[t]he cumulative effects to spotted owl critical habitat under Alternative 2 from the above listed projects would not prevent spotted owls from continuing to disperse or forage. . .throughout the subunit because dispersal and foraging habitat is not the limiting factor for owls in the analysis area." *EA at 3-28.* This implies that suitable habitat is the limiting factor, the removal of which, one would assume, would significantly impact threatened spotted owls.

However, when analyzing the impacts from removing suitable habitat, the Forest Service massively inflated the analysis area to the entire subunit scale, effectively minimizing the impacts from loss of suitable habitat to none ("The amount of suitable habitat proposed for removal under Alternative 2 and analyzed at the subunit scale is approximately 0.04 percent of the available habitat and cannot be meaningfully measured in terms of impacts to CH." *EA at 3-28*).

Mount Hood National Forest is not the first federal agency to enlarge its analysis area to dilute adverse impacts. Both the Bureau of Land Management and the National Marine Fisheries Service lost court cases in the Ninth Circuit Court of Appeals for attempting similar dilution. In both cases, the court held that an agency cannot try to "minimize" the environmental impact of an activity by simply adopting a scale of analysis so broad that it marginalizes the site-level impact of the activity on ecosystem health. *See Pac. Coast Fed'n of Fishermen's Ass'ns v. Nat'l Marine Fisheries Serv.*, 265 F.3d 1028, 1035-37 (9th Cir.2001), *Oregon Natural Resources Council Fund v. Brong*, 492 F.3d 1120, 1130 (9th Cir. 2007). Similarly, courts have invalidated Biological Opinions that made inflated the analysis area: "[f]ocusing solely on a vast scale can mask multiple site-specific impacts that, when aggregated, do pose a significant risk to a species." *Alaska v. Lubchenco*, 723 F.3d 1043, 1052-1053 (9th Cir. 2013).

Even if it was appropriate to use the at the subunit level to determine impacts owls from the loss of suitable habitat, given the continued decline Northern Spotted Owls, the apparent increase in severity of the threat from barred owls, and information indicating a recent loss of genetic diversity for the species, the Revised Recovery Plan recommends retaining **more** occupied spotted owl sites and unoccupied, high value spotted owl habitat on all lands. *EA at 3-18.* The proposed action does not comply with this recommendation.

The EA does not even include, let alone comply with, the Recovery Plan's recommendations regarding management activities in post-fire areas:

> Consistent with restoration goals, post-fire management in these areas should promote the development of habitat elements that support spotted owls and their prey, especially those which require the most time to develop or recover (e.g., large trees, snags, downed wood). Such management should include retention of large trees and defective trees, rehabilitation of roads and firelines, and planting of native species). We anticipate many cases where the best approach to retain these features involves few or no management activities. Forests affected by medium- and low-severity fires are still often used by spotted owls and should be managed accordingly. Many researchers supported the need to maintain habitat for spotted owl prey. For example, Lemkuhl confirmed the importance of maintaining snags, downed wood, canopy cover, and mistletoe to support populations of spotted owl prey species.
>
> **Recovery Action 12**: In lands where management is focused on development of spotted owl habitat, post-fire silvicultural activities should concentrate on conserving and restoring habitat elements that take a long time to develop (e.g., large trees, medium and large snags, downed wood).
>
> - *Revised Recovery Plan for the Northern Spotted Owl. Recovery units, criteria and actions*, III-49 (internal cites omitted & emphasis added).

Given that the N.Fork Mill Creek timber sale does the *opposite* of this Recovery Action, it is misleading for MHNF to assert that the timber sale "is consistent" with the Spotted Owl Recovery Plan. *See EA at 3-30*.

Studies suggest that to determine whether and how habitat disturbance affects California spotted owl occupancy within 3 years, managers should strive to annually survey affected AND unaffected historical owl sites 5 times per year. Given the low probability of detection in one year, Bark recommends at least one year of surveys be used to determine site occupancy before management that could be detrimental to the spotted owl is undertaken in potentially occupied habitat.[6]

Because suitable habitat would be removed in territories that are currently below the threshold levels, and because foraging would be reduced on 280 acres, the proposed project may affect, and is likely to adversely affect spotted owls. *EA at*

[6] Lee, D. E., Bond, M. L., Siegel, R. B. Dynamics of Breeding-Season Site Occupancy of The California Spotted Owl in Burned Forests. 2012. The Condor 114(4):792–802.

3-23. The draft FONSI provides no compelling reason of why these adverse effects will not have a significant impact to threatened owls when assessed cumulatively with the impacts of the fire, private lands logging, past public lands logging, and present and future logging in the same Critical Habitat subunit.

2) Post-fire logging is contrary to original fuels reduction goal

Both Bark and Oregon Wild were part of the Mill Creek Watershed Collaborative Working Group that submitted recommendations on the original North Fork Mill Creek fuels reduction project in March 2006. Salvage logging and replanting is contrary to the original project's goal of fire hazard reduction because it tends to create continuous dense fuel conditions. As noted in Oregon Wild's PA comments, a study of the portions of the Biscuit fire that were previously burned by wildfire, reveals that salvage logging did not reduce the severity of subsequent fires, and in fact salvage logging appeared to increase the severity of subsequent wildfires.[7] In places that burned with high severity in the Silver Fire, areas that were salvage-logged and planted burned with even higher severity than comparable unmanaged areas. This represents significant new information about salvage logging.

Another recent scientific study scientific study of post-fire logging showed that salvage logging causes a four-fold increase in fine fuels and that increase can last for 15 years.[8] Fine fuels tend to cause wildfires to rapidly spread which is more likely to kill young trees and set back forest recovery. Unlogged fire areas (the controls) had lower levels of fine fuels but had higher levels of large fuels. Large fuels do not tend to exacerbate the spread of fire but they can heat the soil. However, soil heating is a patchy phenomena that forests have evolved with and can tolerate. Retaining the large wood is also important for wildlife habitat and soil conservation. The scientific consensus in the fuel management literature is that it is more important to control small fuels.

As noted above, when the when a substantial change in the physical conditions to the Contract Area means that the completion of certain work would *no longer serve the purpose intended*, the contract can be modified. *IRTC I.3.1.* In this case, the original project and contract focused on logging for fuels reduction.

---

[7] Thompson, Jonathan R., Thomas A. Spies, and Lisa M. Ganio. 2007. Reburn severity in managed and unmanaged vegetation in a large wildfire**.** Proceedings of the National Academy of Sciences. *PNAS* published online Jun 11, 2007.

[8] McIver, J.D., and R. Ottmar. 2007. Fuel mass and stand structure after post-fire logging of a severely burned ponderosa pine forest in northeastern Oregon. Forest Ecology and Management. Volume 238, Issues 1-3, 30 January 2007, Pages 268-279.

Now, the fire has handily removed those fuels, but salvage logging and replanting would increase the fuel loading in the area. To meet the original intent of fuels reduction, this contract should be cancelled or modified.

Remedy: Cancel the Roan and Eques Contracts

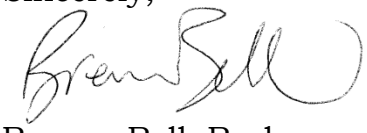
The EA acknowledged that cancelling the contracts "could meet the overall purpose to meet the existing contractual and economic obligations within the existing Roan and Eques stewardship sales" and it would not lead to the multiple adverse environmental impacts of post-fire logging. This remedy would not foreclose the Forest Service from felling hazard trees along roadways and trails, and would not preclude replanting efforts.

Conclusion

> "Now is the time to recognize the critical ecological value of severely burned forests so that the public and the agencies under its trust can begin to accept and even welcome mixed- and high-severity fires."
>
> -Monica Bond, et. al.[9]

The objectors would welcome a productive pre-decisional objection resolution meeting with MHNF staff, and will be contacting you shortly to set it up. If you have any clarifying questions about this objection, please don't hesitate to contact me.

Sincerely,



Brenna Bell, Bark
NEPA Coordinator/Staff Attorney

[9] Bond, Monica, et. al, 2012. A New Forest Fire Paradigm: the Need for High Severity Fires, The Wildlife Professional, Winter 2012.