

North Fork Mill Creek Revised EA Project
Objection Resolution Meeting Notes
December 3, 2014, 1400 hrs

Attendees

Forest Service: Becki Heath (Reviewing Officer), Lisa Northrop (Responsible Official), Janeen Tervo, Michelle Lombardo, Roy Shelby, Jennie O'Connor Card, Whitney Olsker, Debbie Anderson, and Adam Felts

Objectors: Alex Brown, Brenna Bell, Michael Krochta, and Doug Heiken (by phone)

Debbie outlined the meeting rules printed on the agenda:

- The Reviewing Officer (Becki Heath) is there to listen; her objective is to receive additional clarification of objectors' main concerns and determine if there are areas of possible resolution.
- Today's dialogue is to be between the Reviewing Officer and the objectors.
- No decisions will be made today; reiterate that this is a listening session.

Becki: pointed out that this objection process is new to everyone, but she wants to keep this discussion focused on points of resolution and common ground.

Brenna: she is hesitant to reiterate existing objection points because the Forest Service already has them but she does want to hear if the Forest Service has any clarification questions.

Bark's objection remedy is to cancel both timber sales.

Michael: brought out proposed activity maps that were handed out during a past open house; the brown units in the moderate to severe burned units should be dropped.

He recognized the conditions have changed and agrees that the original purpose and need of the 2008 project would not be met; this does warrant a change to activities.

If the timber sales would be cancelled and hazardous tree removal continues, public safety would be increased while the burned areas would be left to naturally heal; additionally the impacts to the northern spotted owl impacts would be avoided.

Alex: Thinks we have a disagreement in two places, the new decision and in long standing collaboration outputs.

The Mill Creek collaboration group knew activities in this area were important to the watershed. During the time of this collaboration, all sides were present and talked the issues out. It was clear that some action was going to take place and this moved the collaborative toward that direction.

The collaborative's concern in this area was the negative impacts that wildfire could cause to the drinking water.

They had many field trips and had an agreement to decrease tree densities in certain areas, finding some common ground.

BARK (2006) hired Peter Morris to do an analysis on the area and this analysis proposed aggressive thinning.

He believes the current decision goes against the intent and agreements reached in the past collaborative. This has dissolved trust.

He believes that this is not a fight about the paper document as much as it is a disagreement of where the Forest Service is taking the new decision, which they state is away from the agreements of the original decision (i.e. the purpose and need changing from 2008 to now).

He hopes there is some common ground and compromise to salvaging the timber in this area.

He stated that the last salvage on the Mt. Hood NF was “ugly.”

Jennie: Clarified that the Mill Creek Collaborative worked from 2006ish-2011; no formal collaborative exists anymore for this area. The NEPA decisions were signed as a result of the work of the collaborative; The Dalles Watershed Fuelbreak (2007), North Fork Mill Creek (2008) and The Dalles Watershed Phase 2 (2012).

Debbie: What in this NEPA document are you concerned about?

She explained the changed condition NEPA process and the contracting process, pointing out that many more steps need to happen after the NEPA decision to really determine if the salvage activities would go forward.

In 2008, the original decision was signed; there was a fire; some areas are now being proposed to be dropped because the Forest Service couldn't do anything to them and meet law, regulation, and policy; the Forest Service is proposing salvage in areas in which the laws, regulation, policy, and the resources allow; the Forest Service needs to complete this process because of the existing legal obligations they have because of the contract, and not necessarily changing the past agreements of the collaborative.

Alex: this is all about organizational relationships and NEPA; they both have changed ever since the past collaborative.

Lisa: We had to do something to show that the sold and awarded timber (that legally belongs to the purchaser) can or can't be removed in that area and making sure law, regulation, and policy are met.

Brenna: It seems like the Forest Service could utilize other contract modifications in order to get out of the contract.

The original intent of the project was fuel reduction and getting goods for services and now it seems like this already met.

In addition, the EA makes it sound like there is more contract wiggle room than is being portrayed in this meeting.

Post-fire salvage negatively impacts northern spotted owl habitat.

She is wary to believe that there is not any wiggle room in the timber contracts to cancel them outright.

The Forest Service is trying to change the purpose and need from fuels reduction to controversial salvage.

Doug: The purpose of NEPA is to inform decision makers and this project's purpose and need is so focused that it narrows down the discretion of the decision maker.

Lisa: These contracts are between two parties and at this time we are in the analysis phase and haven't gotten to the modifying contract phase yet.

Brenna: Pointed out that the decision maker could still select the no action alternative.

Roy: Explained that the contract would only be modified after the decision.

Brenna: The EA appears to say that there are provisions that would give you an out and allow you to select the no action.

Jennie: Pointed out that the EA analyzed canceling the contracts as an alternative considered, but eliminated from detailed study.

Brenna: Asked again, "what can the Forest Service offer us?" This is her second objection resolution meeting and both have had minimal to no movement.

Becki: This project is a unique circumstance with the wildfire and the timber contracts; the Forest Service is trying to explain why certain provisions were used and not used.

Debbie: Pointed out that we will get to the point of contract modification and the explanation of what provisions will be used once a decision is signed.

Becki: This project is very specific and tightly bound so a dialogue about dropping units like you may be typically used to in this type of atmosphere may not be appropriate or useful.

Brenna: Asked for a re-look at Alternative 3; it removes the portions of the project that impact the northern spotted owls and there is no reason why these areas should be a portion of the preferred alternative; Bark doesn't 'hate' Alternative 3, when compared to Alternative 2.

Lisa: As the decision maker, she is trying to balance the many facets of the purpose and need and preliminary selected Alternative 2.

Alex: Can you predict when the contract modification would occur?

Roy: We would try to complete the modified contract within 60 days of the NEPA decision and then give it to the purchasers (High Cascade and Miller Timber Services) for their review.

Michelle: The Forest Service has different discretion now when compared to 2008.

Janeen: since the Forest Service was addressing the changed condition, the decision space was narrowed.

Jennie: At the beginning of the project we looked at all the units that would meet law, regulation, and policy after the activities were implemented.

There were several units that were dropped because that could not meet law, regulation or policy; she put a flow chart in the EA that outlined the rationale for assessing the changed condition.

The 2011 northern spotted owl recovery plan was incorporated in this process.

Brenna: The Biological Opinion pointed out that Recovery Action 12 was not being met in the project; Alternative 3 would be less of an impact to owls.

Debbie: Noted that a biological opinion was received by the US Fish and Wildlife Service, who noted that the 15 acres of salvage in suitable habitat was not in the core area.

Alex: Does the purchaser have the ability to break the contract after the NEPA decision is made?

Roy: Yes, that would be after they have access to the modified contract; the purchasers have been keeping their “cards close to the chest” and we do not know if they will want the modified contract.

Michelle: With salvage logging, what more can we do?

Lisa: We “shook things out” and we have the proposed actions; we believe we have proposed to eliminate acres that do not meet law, regulation and policy, and have proposed to move forward with treatments that meet law, regulation and policy and that give us the greatest option to fulfill the obligations of the contract.

Brenna: Feels the Forest Service’s minds have been made up and there is no room to move and the premise of NEPA is for the public to bring forward information and the results may be altered.

Lisa: She understands frustrations and she listed some example where she was more flexible with NEPA outcomes, where the public’s input did change the results of NEPA.

Brenna: She pointed out that this project still has law, regulation, and policy issues that haven’t been addressed.

Alex: Recognized that sweet and sour negotiation usually gets to some compromise and leads to steps forward.

He understands law, regulation, and policy, but the concerns here are around the interpretation of law, regulation, and policy.

He would request that we go beyond law, regulation, and policy interpretations and think of the human dimension of the dialogue.

When we have no movement, there is no production.

Debbie: Explained past objection resolution meetings have resulted in objections being resolved and remedies being reached, good compromise has been reached with the Wallowa-Whitman NF’s Puderbaugh Project and Oregon Wild.

Michael: Alternative 3 was an option and why wasn’t it chosen?

Lisa: After I balanced the multiple facets of the purpose and need of the project, Alternative 2 better responded to all aspects of the purpose and need.

Brenna: Pointed out that Alternative 2 met the first two parts of the purpose and need, but not the third part (benefitting the ecosystem). Alternative 3 meets all parts of the purpose and need.

Alex, Brenna, and Michael went into the hall to for an internal discussion.

Alex: I hope that future meetings of the Forest Service and Bark can reach remedies like other projects.

What are the next steps with this project?

Debbie: Bark should receive responses to their objection somewhere around December 11th. This is the 45-day of the objection review. The Reviewing Official may utilize a 30-day extension if needed and that would push the review deadline to January 12th.

Brenna: When the modified contract goes to the purchaser, can Bark be notified?

Roy: He wasn't sure but he will do his best to make that possible.

Alex: Noted that Salem BLM with the 36 Pit Fire might be able to help Roy with the contract modification process.

Parting comments were: We understand that the Forest Service needs to balance interests and Bark made our interest clear in this project.

Let's try to make the objection process better going forward.

Doug: He didn't have any parting comments.

Meeting adjourned at 1530 hrs