



## **BARK**

PO Box 12065  
Portland, OR 97212

www.bark-out.org  
503-331-0374

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Jim Roden  
Estacada Ranger Station  
595 NW Industrial Way  
Estacada, OR 97023

Dear Jim,

Thank you for the opportunity to comment on the No Gin scoping proposal. As you know, Bark has been engaged in monitoring logging projects on Mt. Hood National Forest for over a decade. Our accrued knowledge and perspective on the timber sale program has allowed us a wider-angle lens to view the Forest Service's actions. Due in part to this history, we have several concerns and questions regarding the proposed No Gin Timber Sale.

Bark was a plaintiff in the lawsuit that eventually ended the implementation of the Solo Timber Sale. This logging project included some of the last of the highly controversial, egregious old growth timber sales. Throughout the summers of 2002 and 2003, forest protection activists erected treesits and created road blockades in protest to the logging. In addition, Bark led dozens of field visits for the public to Solo, raising awareness about the proposal. On one such trip, a lichenologist recognized rare lichen in one of the units. This finding led to inquiries about the lack of surveying for this listed species and eventually landed Bark onto a comprehensive lawsuit surrounding the agency's obligation to follow "Survey and Manage" protocol. The lawsuit, *ONRC Action, et al v. United States Forest Service*, led to the Court issuing a final permanent injunction prohibiting logging of the Solo Timber Sale.

In the midst of these protest actions, the Forest Service auctioned and sold-to-cut the timber to Freres Logging. As the court ordered the Forest Service back to the drawing board, finding them out of compliance with NEPA and the Northwest Forest Plan, they were then forced to negotiate an arrangement with Freres Logging to fulfill the contract they had made with them for the timber. Freres Logging has an ongoing presence in the Mt. Hood National Forest timber program and an agreement was settled that allowed the Forest Service to commit future timber sales to Freres Logging as replacement volume for their original contract under the Solo Timber Sale.

In April 2008, the Forest Service responded to a 2006 letter from Freres requesting replacement volume rather than cash compensation. The letter stated that the Forest Service had allocated 12 units of second growth Douglas-fir timber to substitute for the original Solo unit. There is no mention of additional CCF needed to meet the replacement volume of the Solo Timber Sale.

In September 2008, another letter from the Forest Service to Freres Logging states that the agreement for replacement volume will cancel the original Solo contract. However, this letter includes 4,000 CCF more than what was offered in the 12 units of the Rod Thin (reviewed in the 2007 Thin Environmental Assessment.) The letter acknowledges conversations between Freres and the Forest Service, but formally recognizes this addition of board feet to the contract without any acknowledgement of how this arrangement was found to be equitable:

“Both Parties also agree that the value of the old growth timber being replaced is significantly higher than the value of the second growth replacement timber. Acknowledging this, the Parties hereby agree that the volume of replacement timber (as measured by the total volume in AT 2 of each subsequent contract) will be approximately one and one half times the original volume...”

A September 25, 2008 Addendum puts the remaining replacement after the Rod Thin at 3,702 CCF.

In July 2009, the Raven Timber Sale (reviewed in the Rethin Environmental Assessment) was offered to Freres, presumably to make up for the additional timber beyond the original volume of the Solo units. In the letter to Freres, the Forest Service reports that the cruised volume for the Raven sale is 2,808 CCF, approximately 1,000 CCF short of the remaining volume. The Forest Service acknowledges this by adding:

“The timber on Raven RV is higher quality and larger size than on your Rod Thin RV sale. This, in addition to the 100% ground based system, resulted in the higher advertised rate for Raven RV. The larger timber also produced a lower MBF to CCF ratio and therefore resulted in the lower than planned replacement volume in CCF. I am hopeful that the higher value and larger timber on Raven RV will fully meet the intent of the cancellation agreement to your satisfaction. If that is not the case, a third sale will have to be prepared at a later date, as we have no additional similar timber to add to this offering.”

A letter dated August 5, 2009 from Rob Freres, Jr. responding to this request states that they are expecting a third timber sale of 893 CCF to make up the difference.

A second amendment to the contract is dated August 31, 2009, recognizes that the volume of the Raven RV contract, 2,870 CCF (62 CCF more than the original Raven proposal) leaves another 831 CCF for remaining replacement volume.

Most of this information was culled from a Freedom of Information Act request made by Bark regarding the Solo replacement timber. The most recent document included in this request was the August 2009 amendment. In the summer of 2010, we were told by Forest Service staff that a timber sale would be going through NEPA review in the fall to complete the Solo replacement volume contract with Freres Logging.

The No Gin Timber Sale Scoping Letter is dated November 1, 2010. This letter announcing to the public 65 acres of proposed logging makes no mention of the replacement volume. Rather the Purpose & Need is stated as diversity in tree species, health and growth of the forest and forest products. There is no mention that the purpose is to continue logging without any accountability. There is no recognized need to placate a greedy logging company.

From Bark's perspective in this evolution the Forest Service:

1. Designed an illegal timber sale that put old growth forests on the chopping block,
2. Sold the timber sale at a moment where forest activists had made a clear distinction of their intent to stop this logging by occupying the trees that were at risk of being logged,
3. Were held accountable to this illegal timber sale in the courts,
4. Forced then to negotiate with the logging company, Freres to avoid a cash reimbursement and create a replacement timber sale
5. Was told that was not enough by Freres
6. Created a suggested increase of another half of the volume and suggested a second timber sale to make up for Freres loss of old growth in the original logging proposal, including special consideration for the fact that Freres wanted bigger, older trees
7. Was told this was not enough by Freres
8. Created a third timber sale, giving away more of the public's forest than Freres was ever promised.

When we asked for information from the Forest Service about how this replacement volume was being tracked, we received anecdotal memories and suggestions that the original lawsuit would hold some better information. When we received documents from our FOIA request, the correspondence referred to phone conversations between the agency and Freres, but did not include phone logs or emails where a clear line of accountability was could be traced.

The No Gin Timber Sale would:

- Log in forests that are 70 years old
- Require the creation of ¼ mile of new road in an area that is receiving restoration funds to reduce road mileage

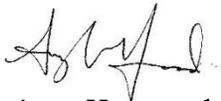
- Would log in an area that Bark has requested a moratorium on logging while enforcement of the newly designated La Dee OHV Area should be the highest priority.
- Log adjacent to active timber sales and thus need to be thoroughly analyzed for cumulative impacts.

The Forest Service has completed their agreement with Freres and should not be allowing further logging in the name of the Solo Timber Sale.

In the letter from July 2009, the Forest Service encourages Freres to “Please let me know as soon as possible if this proposal is satisfactory to you, or if it is not, what we can do to make it so.” Utilizing this scoping period as Bark’s way of responding to this proposal we submit:

- That this proposal is unsatisfactory to us, and
- you can satisfy us by dropping it from the Forest Service staff’s valuable NEPA schedule.

Sincerely,



Amy Harwood  
Program Director