Internal Documents Show that Plum Creek Real Estate Investment Corp. Violated Maine Laws and Destroyed Important Wildlife Habitat
NRCM Report

Appendices

Appendix 1: E-mail from Don Mansius, Director of Forest Policy and Management at MFS. August 31, 2006.

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Appendix 9: E-mail from Douglas Kane, IF&W Biologist to Ken Elowe Director, Bureau of Resource Management, et. al. January 31, 2006.

Appendix 10: E-mail from William Galbraith, LURC Staff, to Andrew Flint, LURC Staff. April 01, 2003.

Appendix 11: Letter from Robert McKee, Senior Compliance Investigator, LURC, to N. Lynn Wilson, Plum Creek Maine Timberlands, LLC. June 11, 2002.

Appendix 12: E-mail from Donald Mansius, Director of Forest Policy and Management, MFS, to William Galbraith, LURC staff. June 04, 2002.

Appendix 13: Administrative Settlement Agreement in the Matter of Plum Creek Timberlands, LLC. State of Maine, Department of Conservation, Maine Forest Service. April, 2003.

Appendix 14: E-mail from Tim Post, MFS staff, to Donald Mansius, Director of Forest Policy and Management, MFS. December 6, 2005.

Appendix 15: November 2002 letter from Robert M. McKee, LURC Senior Compliance Inspector, to Paul Davis, Plum Creek Timberlands, LLC.

Appendix 16: E-mail from Donald Mansius, Director of Forest Policy and Management, MFS, to Tim Post, MFS staff, July 11, 2002.

Appendix 17: MFS News Release entitled "Maine Forest Service closes out settlement for Forest Practices Act Violations". June 15, 2006.

Appendix 18: MFS News Release entitled "Maine Forest Service closes out settlement for Forest Practices Act Violations". June 15, 2006.

Appendix 19: Letter from Alec Giffen, MFS Director to Catherine Carroll, LURC Director. June 8, 2006.

Appendix I

From: Mansius, Donald J. [mailto:Donald.J.Mansius@maine.gov]
Sent: Thursday, August 31, 2006 12:01 PM
To: Diano Circo
Cc: Giffen, Alec
Subject: RE: FPA Fines

Diano:

Here is the information you requested. In legal terms, these are not "fines," they are civil penalties.

Best regards,
Donald J. Mansius
Director, Forest Policy & Management
Department of Conservation - Maine Forest Service
22 State House Station
Augusta, ME 04333-0022
t: 207.287.4906
f: 207.287.8422
mobile: 207.215.9180
e: donald.j.mansius@maine.gov
web: www.maineforestservice.org; www.bewoodswise.org
We help you make informed decisions about Maine's forests

Maine Forest Service
Forest Policy & Management Division

FPA PENALTIES, 1996-2006

Year	LANDOWNER	TOWN	PENALTY
1996	Town of Detroit	Detroit	$500.00
1996	Quinn/Ames Co.	Mercer	$500.00
1996	B.A.W. Relty Inc.	Sanford	$250.00
1996	J.K. Lyford Sr.	Mariaville	$2,500.00
1996	Norris Bennett	Lovell	$3,660.00
1996	White Oak Inc.	Haynesville	$12,000.00

10/18/2006

1997	Fortin & Redmond Assoc.	Bridgton	$3,538.00
1997	DeLaite Trucking Inc.	Forkstown Twp.	$10,000.00
1997	H. D. Perrin Inc.	Hersey	$3,750.00
1997	Fraser Paper Ltd.	T11 R7 WELS	$1,000.00
1998	Gabriel Rioux	Conner Twp.	$17,500.00
1998	Raymond Hanington	Hodgdon	$3,400.00
1998	International Paper	T1 R6 WELS	$19,500.00
1998	Sally Tornquist	Monson	$6,188.00
1999	Oliver Forest Products	Glenwood Plt.	$4,500.00
2000	Charles Holt	Otis	$3,000.00
2001	Jay McLaughlin	Argyle	$19,500.00
2001	Lakeville Shores Inc.	Oxbow Plt.	$1,000.00
2001	Everett Rossignol	Oakland	$250.00
2001	Galen York	Moro	$3,000.00
2002	Sally Tornquist	Mariaville	$7,000.00
2002	UpNorth Corp.	Amity	$4,200.00
2002	Irving Woodlands	T8 R5 WELS	$1,000.00
2002	Clayton Lake Woodlands	T11 R14	$1,000.00
2003	Rick Deloge	Hersey	$2,800.00
2003	Plum Creek	West Middlesex Canal Grant	$9,000.00
2004	George Schott	Bowdoin	$5,500.00
2004	Irving Woodlands	Aroostook County	$18,050.00
2004	International Paper	T1 R5	$9,500.00
2004	North Country Land Inc.	Alfred	$2,200.00
2004	Robbins Lumber	Alfred	$1,500.00
2004	Oak Leaf Realty	Blue Hill	$4,000.00
2004	Guildo Rioux	Grand Isle	$1,000.00
2005	Robert Blake	Mason Twp.	$5,000.00
2006	Plum Creek	Piscataquis/Somerset	$57,000.00

31-Aug-06

-----Original Message-----
From: Diano Circo [mailto:diano@nrcm.org]
Sent: Wednesday, August 30, 2006 11:24 AM
To: Mansius, Donald J.
Subject: FPA Fines

Don,

Do you have or can I get a list of FPA fines the Department has issued over the past 10 years?

Diano Circo
North Woods Policy Advocate and Outreach Coordinator
Natural Resources Council of Maine
3 Wade Street
Augusta, ME 04330
207-622-3101
diano@nrcm.org

Appendix 2

The Maine Sportsman

New England's Largest Circulation Outdoor Publication
September 2006 - 80 Pages - $3.50

Deer Yard "In Crisis"

Page 3

Maine's Wacky Whitetails

Page 50

Southern Maine Moose Hunt

Page 4

Trout, Perch, Mackerel

Page 28

September Goosehunting

Page 38

Shotgun Vs. Rifle for Deer

Page 25

Allagash Trout Fishing

Page 31

Commissioner Martin Says Deer Yards In 'Crisis'

Department of Inland Fisheries and Wildlife (DIF&W) Commissioner Dan Martin has issued a written column critical of some landowners for poor management of deer wintering habitat.

Deer yards have been a hot topic since Mark Stadler, DIF&W's Wildlife Division director, took after large landowners at SAM's 2006 Sportsman's Congress last January.

Stadler called himself, "Mr. Disappointed," with the commitment of many large landowners to the department's effort to protect deer wintering areas in the north woods.

The Sportsman's Alliance of Maine (SAM) and the Maine Forest Products Council are engaged in on-going discussions on this important issue, and it is likely that action, either initiated by these groups or by DIF&W itself, will be taken later this year or during the 2007 legislative session.

The Commissioner's column, which includes a history of deer yard management at DIF&W, noted that the department set aside the traditional zoning of deer yards by the Land Use Regulation Commission in favor of cooperative deer yard management agreements with large landowners.

Changing Ownership

"At its peak," wrote the Commissioner, "the Department had deer wintering agreements with eight major landowners in the state, covering nearly a quarter of a million acres.

"But recently in the Maine woods," continued Martin, "millions of acres have changed hands. Owners of large tracts of land who agreed to work with the Department to protect deer wintering habitat have sold to new owners, and many of these new owners have been reluctant to enter into deer wintering area agreements.

"One could say we are in a crisis," reported Martin. "Years of work by our Department to secure wintering areas for our northern deer herd could be gone with the cut of a saw. Deer herds in Northern, Western and Downeastern Maine will not recover until there is sufficient wintering habitat.

"The collapse of these agreements will set our cooperative deer management programs backwards, and force us to start at the beginning," said Martin.

The Commissioner elaborated on the shape of what he called this "new beginning."

"Wildlife belongs to all of Maine's citizens, not solely the landowner," he wrote, "and landowners have responsibilities to society for the conservation of wildlife, particularly species of economic or esthetic importance that are threatened or endangered. There is much legal and cultural precedent supporting this tenet.

Cooperation Needed

"MDIFW respects the legal rights and privileges conferred by owning land," wrote Martin. "It also greatly appreciates the role private lands play in providing wildlife habitat and in providing a diversity of high-quality recreational opportunities for society.

"There is no debate that whitetailed deer are of economic and esthetic importance in Maine. Landowners must recognize and accept their responsibility in the conservation of this species and in the management of deer wintering areas.

"MDIFW prefers working with forest landowners in a spirit of cooperation to manage and conserve deer wintering areas – and as mentioned above, the recovery of the deer herd in Western, Northern and Eastern Maine is dependent on the availability of high quality winter shelter.

(Continued on Page 6)

Capitol Report

by George A. Smith
Blake Hill Rd., Mount Vernon 04352
sam@ime.net

Commissioner Martin Says Deer Yards In 'Crisis'

(Continued from Page 3)

"But our on-going discussions have produced no formal agreements, and we have begun to question their value," said Martin.

"I call upon the forest industry and the Maine Forest Products Council to enter into a meaningful dialogue with the Department to mutually address the cooperative conservation of deer wintering areas – a discussion that will yield meaningful results for the landowner, the deer, and society," concluded the Commissioner.

Landowner Relations

It's got a big name and even bigger responsibilities, and although it took nearly two years for the Baldacci Administration to appoint its members (and there are still a couple of vacancies), the Landowners and Sportsmen Relations Advisory Board has already built some momentum and begun to focus on high priority issues.

The LSRA board held its fourth meeting in June, focused on the impact that illegal waste dumping has on public access to private land. Paula Clark of the DEP presented an informative briefing on state waste dumping laws and fees.

A specially designated legislative commission is currently looking at waste issues, including the hot topic of importation of out-of-state waste by Maine's private landfill operators, and will report to the legislature in January.

An angry exchange of letters between LSRA board chair David Peppard and DIF&W Commissioner Dan Martin, was also aired. On behalf of the board and at the board's direction, Peppard had complained about changes in the department's landowner relations position, which was changed from 50 percent of a warden's job to 10 percent of the new captain's job. Peppard also questioned DIF&W's support for and commitment to the new advisory board.

Warden's Involved

Martin responded in kind, with an explanation indicating that Deputy Commissioner Paul Jacques would attend all future advisory board meetings, and stating that DIF&W is actually increasing its commitment to landowner relations by incorporating it into the work of every single game warden.

At the June LSRA board meeting, Colonel Tom Santaguida announced that game wardens would focus on enforcement of the state's trespass laws this fall, and acknowledged that the warden service had not done well responding to trespass complaints in the past.

Major Greg Sanborn reported that prosecutors were reluctant to prosecute criminal trespass cases, and were likely to plead them down to a breaking and entering charge. He advocated for a civil violation of "recreating while trespassing," in Title 12. By doing so, the warden service would eliminate the need for a landowner to testify in trespassing cases.

Colonel Santaguida has assigned one warden to do a study of the reasons that landowners post their land. The Colonel said this warden was actually calling on landowners who have posted their land, to inquire about the reasons. The Colonel is also working on new policies relevant to the use of private property, to govern the work of the Maine Warden Service.

SAM Sets Priorities

The board of directors of the Sportsman's Alliance of Maine has created a new strategic plan that names eight high priority projects. Since 1995 the SAM board and staff have created annual plans that govern the organization's work from July 1 to the following June 30.

An aggressive agenda for the 2007 legislative session will be a top priority. SAM anticipates submitting at least two dozen bills on a wide range of topics from youth hunting to fish stocking to landowner relations. Access to land and water will certainly be included in the legislative package, as will DIF&W funding.

SAM's legislative agenda must be completed by November so that draft summaries and titles of all bills can be submitted on time for the new legislative session. Sportsmen are invited to send their legislative ideas to the SAM office at 205 Church Hill Road, Augusta, ME 04330. They may also be emailed to SAM at members@samcef.org.

As part of the group's legislative effort, a stronger grassroots organization will be built using SAM's Rapid Response Team. And SAM will once again contract with Ed and Cate Pineau for lobbying services. The Pineaus have lobbied for SAM for the past two legislative sessions and give the organization a strong full-time presence at the Capitol.

Endorsing Candidates

The fall election this year is also a high priority for SAM, which operates through its political action committee, SAM PAC.

Governed by SAM's board of directors, SAM PAC endorses candidates for the legislature, governor, and Congress. A candidate survey is an important part of the endorsement process (this year's survey can be viewed on SAM's website). A score is established for each candidate's survey responses, and the board considers other relevant infor-

(Continued on Next Page)

Deer Task Force High Priority For SAM

(Cont. from Previous Page)

mation – including the records of incumbents – to establish a grade for each candidate, and then makes the endorsements.

All viable candidates for major office are also interviewed by the SAM board and staff. Four candidates for governor were interviewed in late June: Governor John Baldacci, Senator Chandler Woodcock, Rep. Barbara Merrill, and Pat Lamarche. But the board chose not to issue grades or make an endorsement in this race until September, in order to gather more information about the candidates and campaign.

On September 10, the board will issue grades and make endorsements for all the races from legislature to U.S. Senate. Grades and scores will be presented on SAM's website, provided to the news media, and published with additional information in *SAM News*.

Deer Plans

The recommendations of SAM's Deer Task Force, presented in *The Maine Sportsman* in June, are another high priority item for SAM's new plan. At its annual retreat, board members and staff spent three hours reviewing and acting on the recommendations in a discussion led by DTF chair Gerry Lavigne, a SAM volunteer. The retired DIF&W deer biologist has brought a lot of credibility and knowledge to SAM and he won the praise of the board for the outstanding report and recommendations of the Deer Task Force which consisted of an experienced group of hunters and hunting organizations.

The board added its own thoughts to the package of recommendations and then decided to make implementation of those recommendations a high priority. A number of recommendations will require changes in laws and rules.

Completion of SAM's new conference center is an obvious priority, including the capital fundraising drive that has, so far, raised $550,000 towards the $800,000 cost of construction, which is underway. The 4,000 foot addition to SAM's Augusta headquarters should be completed by December, in time to host the next annual Sportsman's Congress.

And speaking of the Congress, it is also a high priority project, along with the State of Maine Sportsman's Show, a partnership between SAM and *The Maine Sportsman* and SAM's largest single fundraiser each year. The Sportsman's Show brings Maine's outdoor enthusiasts together each spring at the Augusta Civic Center, while the Sportsman's Congress is now an invitation-only event featuring briefings on the major issues for the state's outdoor leaders and groups.

SAM's major publication, the *SAM News*, is another high priority project, and ten issues are expected to be jam-packed with information about the organization's major projects and the state's challenging issues.

Stable Membership

The board of directors also endorsed an exciting initiative on membership retention and recruitment, including a new free SAM membership for all juvenile hunters and anglers. These young sportsmen will receive an emailed newsletter and urged to participate in SAM through the organization's Outdoor Kids program.

SAM's membership has remained stable at 14,000 for the last four years, but this year the board has established a goal of growing that membership to the 16,000 level, while not sacrificing the organization's outstanding 85 percent retention rate. For the past five years, SAM has focused on increasing the stability of its membership, primarily by moving members into long-term memberships, and last year, 57 percent of SAM's members were multi-year or life members, an astonishing statistic.

SAM has also over the years established diverse sources of revenue, allowing dues to diminish as a percentage of revenue. SAM's membership dues now produce less than 20 percent of the organization's total revenue, a very favorable situation. Most similar organizations rely on dues for 50 percent or more of their revenue.

Finally, SAM will continue its current effort to build strong alliances with other sportsmen's organizations, landowner organizations, and conservation groups. The strong alliance constructed during the bear referendum was tattered a bit in the bitter fight over Sunday hunting last year, but all of the major sporting and landowner groups are once again working effectively together, and all participated in an important conference in August to review shared concerns and piece together a shared agenda for the future.

The SAM board emphasizes the importance of this alliance and these relationships in its new plan.

Although these are the group's top priorities, many other programs and initiatives will continue and are mentioned in the new strategic plan, from the SAM/DIF&W partnership called the Hunting Heritage Program, to SAM's Outdoor Kids website based program and the on-going work of SAM's Fishing Initiative Committee.

Appendix 3

Maine Department of Inland Fisheries and Wildlife
Wildlife Division - Region D
689 Farmington Road
Strong, ME 04983

MEMORANDUM

June 22, 2005

To: Gene Dumont, Regional Management Supervisor

From: Chuck Hulsey, Regional Wildlife Biologist, Region D

Subject: DWA Issues

As expressed in recently, I have serious concerns about the status and condition of DWAs in organized towns under NRPA, as well as the viability of cooperative long-term management agreements in satisfying critical winter habitat levels necessary to achieve both short and long-term deer population objectives. In my view we are losing ground in both unorganized and organized towns. Managing DWAs is a forest management exercise. In forestry, decisions made today, good or bad, impact winter habitat availability not only next winter but decades into the future.

Organized Towns (NRPA)

In the early 1990's the Wildlife Division decided to take a cooperative approach towards managing DWAs in organized towns. There were many good reasons for doing this. However it was impossible for anyone to foresee the change in land ownership to come. Movement of holdings from owners with a forestry ethic to those who only buy and liquidate timber has created an environment where the cooperative approach has absolutely no chance of working. The Region D office has reviewed thousands of FONS, many had DWA hits. For every one of those hits we sent a letter to the forester or landowner stating the importance of the DWA and that regional staff were available to offer technical assistance to meet both their needs and those of the deer. The number of replies can be counted on one hand. Number of cooperative agreements, zero. This effort has included on-site visits in Upton, a town ground surveyed due to its importance. We met with Wagner and got nowhere. I've approached the biggest timber liquidator in the region about a DWA they were about to harvest. The reply he gave me through his forester was, "I ain't interested in not cutting no trees".

When I met with you and Mark this spring, I suggested we begin assessing the status of organized town DWAs, mapped in the mid-1990's. Following that meeting I met

With Ken Lausteren of the MFS to see if this could be accomplished through remote sensing. It didn't appear there was an easy approach to this, at least for regional staff. Ken did say that what he had available was also available to MDIFW's staff in Bangor,

I recommend that assessing the status of DWAs in organized towns be made a high priority of the Wildlife Division. Based on limited personal knowledge, experience with FONS review, and complaints from Warden Service and the public, there's a chance the situation may be serious. We need to know and develop a plan of action if needed.

Unorganized townships

The key to success in long-term DWA management agreements lies in the wording "long-term". When MDIFW began approaching large, industrial forest landowners in the 1990's, this strategy appeared to be an improvement over zoning. As a forester and biologist, I fully supported this approach, and worked hard to make them viable in Region D. Unfortunately the large forest landownership picture has changed drastically. Virtually gone are companies who truly believed they would be in Maine forever, and really cared about their public image. I knew from many firsthand working relationships with industrial foresters that they took pride in how the public viewed them. Most of these have been replaced by "forest management fronts" and the land is owned by investor-groups. One investor bought a million acres of forestland in Maine (mostly Region D), and they will not divulge who they are. I don't think they care about their public image.

For many of the current large forest landownerships, "long-term" means 1-5 years. Alternatively, managing spruce, fir, cedar, and hemlock stands require planning on a scale of 80-120-year rotations. This is a clash in goals and objectives. In managing DWA, silvicultural decisions made in 2005 are to have quality winter shelter in 2040. This is silvical reality which wintering deer will live and die by in the northern half of Maine.

There have been two long-term cooperative agreements in Region D. Both are defunct at this writing, despite considerable effort by regional staff to make them work. Neither ever saw a harvest operation. The one with Hancock covering 6,500 appears dead as new owner Plum Creek seems to have no interest in honoring the original agreement, except offering to manage 1,500 acres a year, for five years, statewide. The second agreement, formerly with Mead, needs to be re-negotiated with Wagner, owner unknown. Based on past experience with Wagner, I am not optimistic.

I do not believe the future is bright for the long-term cooperative approach. MDIFW made a good faith effort in trying to make this work. Good faith must be reciprocal and that simply is not occurring. Change in large acreage ownership has changed drastically. That is out of our control. We should adapt to that change.

TELEPHONE (207) 778-3324 FAX (207) 778-3323 E:MAIL charles.hulsey@state.me.us

Like DWAS in organized, an assessment should be made to determine what gains or losses in winter shelter acres have occurred in the past 10 years. Can we rely on the cooperative approach to satisfy MDIFW's obligation to meet deer population goals? Though not perfect, the zoning process has conserved DWAs. Standards need to be modified to allow regulating the biological DWA and not just core shelter. If successful in this pursuit, more DWA acreage can be protected and managed, and, there will be a stick to move the investor owner towards a cooperative approach.

Plum Creek and the Indian Stream-Squaretown DWA

In 1993 regional staff conducted aerial and ground surveys to gather required documentation to attain LURC P-FW sub-district zoning for a 1,500 acre DWA along the east branch of Indian Stream in Indian Stream Twp. We collected sufficient deer-use and cover data to bring to the LURC Commission. Instead, MDIFW decided to approach the owner, the Huber Corp., about entering into a long-term management agreement, in lieu of zoning. After many meetings with Huber, an agreement was near when they sold the Land to Hancock Investment, to be managed by Wagner. After several years of negotiating, a 6,500 long-term agreement was signed. A little over a year ago, this land was sold to Plum Creek. Plum Creek refused to renew this agreement.

After attending a meeting between MDIFW and Plum Creek last December, I was asked to review their proposal and provide a written evaluation. I did this by way of memorandum, so I will not revisit those comments in any detail. That proposal was deficient in many ways, especially in how quality shelter would be assessed and managed, as well as the small acreage offered. A carrot MDIFW offers is that LURC zoning won't be pursued as long as an agreement is in place. The carrot for MDIFW is that the entire biological DWA is managed and conserved, far beyond what LURC allows. Acreage offered by Plum Creek is so small it has little resemblance to agreements made with other companies.

Please know that I came way from our June Indian Stream site meeting with many grave reservations. Briefly, they are:

- Plum Creek is interested what they can cut this month. It appears there will be no signed agreement to which both parties agree. Apparently the only agreement is Plum Creek will give us a harvest plan for the core area (1993 LURC survey) so they can cut now. There is no "long-term" expressed, implied, or in writing.
- Lacking a comprehensive plan makes it difficult for current or future biologists and foresters to meet near and long-term goals.
- MDIFW operated in good faith in 1993 and pursued a cooperative agreement instead of zoning. If Plum Creek won't agree to honor the full agreement in place at the time of purchase, then it is a poor deal for MDIFW, to allow them to operate in the area that qualified as P-FW under LURC standards.
- Zoning for this area should be pursued unless Plum Creek honors the agreement MDIFW held with Hancock.

TELEPHONE (207) 778-3324 FAX (207) 778-3323 E:MAIL charles.hulsey@state.me.us

- If Plum Creek harvests this area, then leaves Maine, sells the land, or revokes the 7,500-acre offer, this area will not meet LURC cover requirement standards for zoning. If this were to occur and important DWA could be lost as the next owner would be free to liquidate what is left. Its imperative to understand that someday there will be a "next owner".
- Cutting should not occur in core area until LURC agrees to honor cover data from the 1993 ground survey, in the event MDIFW must pursue P-FW zoning in the future.
- Plum Creek's standards identifying quality shelter are substandard. Written guidelines for P-FW harvesting direct how they are to be managed to perpetually maintain "quality cover", which is also defined. From what I've read, and heard on-site, I am deeply concerned that there is a significant gap between what Plum Creek intends to do and what they minimum standards call for in zoned P-FWs.
- I have a lot of experience working with Plum Creek and their DWAs. They've done a very good job when required by LURC regulations. When requested to something voluntarily it has been a different story. Five years ago MDIFW began negotiations with Plum Creek. At the time I met with a senior forester to show him a map of an important historic DWA between the Upper Pierce Ponds and the Dead River. Heavy browse lines, old records, first-hand observations Gary Cobb (Pierce Pond Camps) proved this was once a very important DWA. The area easily met LURC cover requirements however formal ground surveys could not document current use. I asked Plum Creek to defer harvesting in this area until either an agreement was made between MDIFW and Plum Creek, or formally rejected. Plum Creek ignored this request and cut the area so heavily it will not be a functional DWA for another 30 years. It is my position that it would be unwise to enter into any agreement without a signed agreement by both parties.
- I believe MDIFW has grossly underestimated Plum Creek's need and desire to document wildlife conservation on their lands for both forest sustainability recertification and also to make their billion-dollar development project a reality. We have the leverage to get more than 7,500 acres, statewide, for five years.

At this point I'm concerned about the future viability of the Indian Stream DWA (Plum Creek and beyond) and that arrangements with Plum Creek offer far less for long-term DWA management than do LURC standards currently available.

TELEPHONE (207) 778-3324 FAX (207) 778-3323 E:MAIL charles.hulsey@state.me.us

Appendix 4

From: Dumont, Eugene
Sent: Friday, January 20, 2006 7:45 PM
To: Elowe, Ken; Boland, John; Bourque, Peter; Brann, Sue-Ann; Bucher, Leon; Dressler, Richard; Matula, George; McNeish, Dennis; Ostermann, Mark; Ritchie, Sandy; Stadler, Mark; Timpano, Steve; Toulouse, Irene; Turcotte, Beth; Wilson, Steven A
Subject: RE: Background and inventory information for Plum Creek Plan

Yeah, tell them that PC has had a dismal and feeble history to protect and manage important DWAs. Probably the worse record of any major landowner in the State.

--Gene

Appendix 5

Hulsey, Charles

From: Hulsey, Charles
Sent: Wednesday, October 12, 2005 3:34 PM
To: Dumont, Eugene
Subject: Plum Creek Harvesting in Indian Stream

Gene--

I've just returned from working the moose hunt in Eustis this week and as requested am forwarding you a brief summary regarding Plum Creek's harvesting activity in the core area within of the former 6500-acre DWA management agreement we once had with Hancock.

Early last week Bob Cordes was flying multiple jobs including an evaluation of this area to determine the extent of harvesting that Wagner/Hancock conducted, about 3-4 years ago, within this core area. As part of that agreement they were to provide MDIFW with a written plan before doing any harvesting. Though no plan was ever received, and despite multiple meetings with Wagner foresters, both on-site and in Bangor, Wagner went in and harvested in the core area anyway. MDIFW was never notified. I discovered this while involved with two site visits late this summer with Plum Creek forester Rocco Pizzo. During the flight last week, Bob was quite certain that he saw Plum Creek harvesting in the core area. To be sure of this, and because I had moose hunt responsibilities this week, I visited the area last Saturday to do a ground check.

They are harvesting in the core area. This was a surprise to me. I was very clear with Plum Creek that MDIFW needed a written plan for this area, that both parties could agree on, before any harvesting was to be done. This summer I even received calls from both Rocco and Mark Doty to see if they could harvest that area as they had equipment across the road. I told them not until there was a plan. They agreed.

I met twice with Rocco in the field, and once at their Geenville office on August 31. We reviewed final acreage estimates and discussed three possible prescriptions. One was a 40% volume removal in the hardwood stands, on hardwood growing sites. We saw these during a site visit. The second was a partial cut in the mixed-wood stands, as well as a seed tree cut in that type.. Rocco wanted a 40% volume removal and I said I could not agree to such a high volume removal due to excessive hardwood sprouting that would result. I said I felt a 30% volume removal was more appropriate to maintain more shade to reduce hardwood competition from regeneration. I believed I left Greenville with Plum Creek accepting of the 30%. We both agreed that the volume removal would be entirely from hardwood species. As far as the seed tree prescription, I told them it was essential to time the cut to a cone crop and to scarify the soil (non-winter harvest).

Upon inspection of their harvesting this past Saturday, it appears that the volume removal is at least 40% and they are targeting every dominant good spruce tree. We both agreed that the objective for the mixed-wood stand was to increase the softwood component over time. The manner by which this stand is being harvested will have the opposite effect. Now the hardwood component will increase over time. Also, there doesn't not appear to be any designation of the areas we discussed. This could lead to loggers roaming all over.

This is now the third time that the landowner has gone in and harvested wood, without a plan, contrary to what was agreed upon, and without notifying MDIFW. This DWA cannot continually experience this level of poor management and sustain wintering deer in this region now, or into the future.

--Chuck

Charles T. Hulsey
Regional Wildlife Biologist
Region D
Maine Dept. of Inland Fisheries and Wildlife
689 Farmington Road
Strong, ME 04983

Appendix D

Hulsey, Charles

From: Hulsey, Charles
Sent: Monday, February 06, 2006 7:05 PM
To: Elowe, Ken
Cc: Dumont, Eugene; Kane, Douglas; Cordes, Robert; Stadler, Mark
Subject: Plum Creek Update

Ken--

Since my last update I've received e-mail notifications from three Plum Creek foresters informing me they were going to operate in one of the "historic" areas indicated on the regional map provided to them. To each of them I replied that I needed a map of the parcel and some lead-time to work with them. For one of those, a map was provided and a site visit is scheduled. A second reply was confusing and indicated there may have been an error in what was sent. There has been no reply from the third forester. It appears they are sending these to me shortly before operations are planned.

The most important update to provide you pertains to recent developments in Lexington Twp. This involves two parcels, each containing a P-FW as well as adjoining area zoned M-GN. The M-GN area for both parcels provided quality winter shelter and I know from past work in the entire P-FW that it is heavily used by deer in the winter. On the first parcel the forester agreed to manage the M-GN area the same as the P-FW. He refused to do so on the second parcel. I told him that I wanted to count that acreage towards the 2006 allotment, as per the conditions set forth by Plum Creek. He refused. I included this turn of events in a previous update to you.

Today Bob Cordes and I conducted a harvest inspection on both parcels, along with the forester. Parcel 1 is 50% completed. So far the operator has done a very good job with both the P-FW and M-GN area. The prescription is the same for both P-FW and M-GN. Parcel 2 is 100% completed. On parcel 2 the forester refused to manage the winter shelter occurring in the M-GN area. The operator did a very good job in the P-FW portion. Alternatively, there is no longer any viable winter shelter remaining in the M-GN portion. By way of this operation, Plum Creek knowingly and contrary to my request, eliminated this shelter by removing 60-65% of the volume (eyeball estimate), almost entirely from dominant hemlock and spruce. Not only was valuable winter shelter lost but the long term effect of this harvesting will be to convert these softwood dominated stands to hardwood dominated stands. The difference in the two treatments in parcel 2 is so stark that one could use it as an effective teaching tool to show the difference between very good DWA management (P-FW area) and extremely poor DWA management. By the way, harvesting in both P-FWs was done under LURC Plan Agreements.

Please note that we are particularly disappointed and concerned that Plum Creek refused to include parcel 2 within the 1500-acre allotment for 2006 and are left wondering if there any value at all in the plan they put on the table.

--Chuck

Charles T. Hulsey
Regional Wildlife Biologist
Region D
Maine Dept. of Inland Fisheries and Wildlife
689 Farmington Road
Strong, ME 04983
Tel. 207-778-3324
Fax 207-778-3323
e-mail: charles.hulsey@maine.gov

Appendix 7

-----Original Message-----
From: Kane, Douglas
Sent: Friday, January 13, 2006 10:40 AM
To: Elowe, Ken
Cc: Dumont, Eugene; Hulsey, Charles; Stadler, Mark
Subject: RE: Plum Creek DWA correspondence

Ken,Gene:

Just got out of a meeting with Plum Creek personnel this A.M. regarding 2006 cutting plans for DWAs managed out of their eastern (Greenville) office. It was productive in that I now have rough maps for their '06 plans so I have a starting point for my evaluations. It was disappointing, however, because it is obvious that they are not straying at all from their game plan of 1.) 1500 acres per year and, 2.) Applying their BMPs to the chosen 1500 acres. Certainly the 1500 acres is far too little as it will just about cover Indian Stream (Region D) --

which doesn't take into account the dozen or so areas out of their Greenville office; and the 4-5 areas out of their Marshall Yard office (i.e. all in Region E and not taking into account the rest of Region D) which are scheduled for '06 harvest. In addition, even if they were to adjust the annual acre cap of 1500 acres to unlimited, our staff have agreed on numerous occasions that Plum Creeks proposed BMPs will fall far short of sustaining adequate shelter for wintering deer.

I didn't push the 1500 acre / BMP issue at this meeting because it's obvious this an "upper level" policy decision. So in the short term, I plan on evaluating the maps they gave me to determine: 1.) What priority areas they want to harvest timber in, in "06 and 2.) What potential consequence a harvest would have in any given DWA at this time. At this point, they have provided me only with "06 harvest areas. They haven't provided specifics on prescriptions yet. I need to prioritize within the list they gave me then go back for another meeting, probably with individual foresters. At that point, we'll discuss prescription specs.

Ken, I'm still **very** concerned about the path we are taking with Plum Creek regarding DWA management. During our last 2 meetings in Bingham, it was obvious that Plum Creeks policy of 1500 acres per year and applying their BMPs to those chosen acres would be their best attempt at cooperating with us to manage DWAs. Regional and Augusta staff have agreed repeatedly that these BMPs will not sustain adequate shelter for deer during winter.

I think it's critical that we meet ASAP to craft a strategy that will conserve important winter shelter for deer on Plum Creek's ownership. Each day that we wait, additional shelter will be cut. And, in Region E at least, there is precious little left....

--DMK

Appendix 8

-----Original Message-----
From: Kane, Douglas
Sent: Monday, January 23, 2006 11:04 AM
To: Elowe, Ken
Cc: Dumont, Eugene; Stadler, Mark
Subject: FW: Plum Creek DWA correspondence

Ken at al:

Additional stats from this last meeting:

-- 21 DWA areas identified by our office on Plum Creek's ownership managed out of their Greenville (i.e. eastern office) office

-- of the 21, they now have harvest plans for at least part, of 12 of these during 2006.

-- In addition, 7 of the remaining ones with "so-called" no immediate plans are in the Bower /Sebec (their new purchase area) area with new roads newly developed. The forester here was just called up to active duty in the National Guard. Plum Creek has just replaced him with another forester. So, I expect to hear about proposed cutting for some of these areas soon.

This is by far the greatest number of cutting plans for DWAs within a given year. ***Some might call this coincidence -- it's obvious to me that it's strategy...***

--DMK

Appendix 9

Hulsey, Charles

From: Kane, Douglas
Sent: Tuesday, January 31, 2006 11:53 AM
To: Elowe, Ken; Dumont, Eugene; Stadler, Mark; Jacques, P F; Hulsey, Charles; Noble, Bill; Kantar, Lee
Cc: 'eugene.mahar@plumcreek.com'; 'mark.doty@plumcreek.com'
Subject: P.C. cutting another DWA

Ken et al.:

By the time each of you read this short email another important patch of DWA shelter in Region E will probably be on the ground. Bill Noble just radioed the HQ a short time ago to let me know that Plum Creek is operating in a DWA shelter area adjacent to the East Outlet. According to the MFS general notification, it appears this will be part of a 10 or 16 acre clearcut (i.e. there will be 2 clearcut blocks separated by a 250 foot separation zone). By DWA standards, neither of these cuts alone would necessarily be bad. This area, however, is part of an important DWA complex that spans both sides of the East Outlet (a unique microclimate for wintering deer). Our agency identified and mapped this area quite a few years ago.

Only a short time after Plum Creek bought land and arrived in this area, I approached them to discuss our concerns regarding DWA management. The East Outlet DWA complex was part of these discussions. To date Plum Creek has harvested timber in this area on several occasions (i.e. against our recommendations) including a shelter area on the north side of the river recently and now again on the south side.

Chipping away at the shelter areas of these DWAs in a way that is not consistent with our goals, has greatly diminished their value to wintering deer. In fact, it is questionable what value these areas will have to deer once the snow is deep. The East Outlet complex looks similar to the one in Bradstreet and the one in Beaver Cove /Lily Bay -- a greatly fragmented forest with very small patches of shelter left. In addition, these 3 complexes represent a high percentage of wintering deer on Plum Creeks ownership in my region.

This long-winded update is another step in expressing my frustration regarding DWA negotiations with Plum Creek. Our charge as a Department to identify and manage important winter shelter for deer as it relates to northern deer populations is clear. It's also clear that these deer populations are far below the goals and objectives identified by our deer management system. And, as we all know, our current deer population in the north is directly tied to the quantity and quality of winter shelter, or the lack thereof.

Our success negotiating long-term DWA management plans in Region E has been significant. During the last 10 years, we have committed DWA plans for over 30,000 acres and other plans are in the works for several thousand more -- spanning 4 different landowners / managers.

During the 7 or 8 years (?) Plum Creek has been in the area, from very early on to present, we have had many meetings discussing DWA management. Unfortunately, we have accomplished absolutely nothing in terms of conserving shelter for wintering deer on their ownership. In fact, as mentioned above and in prior correspondence we have lost important acres and continue to loose what little DWA shelter is left on their ownership in my region.

It's time for us to move forward with all options available to us as a state agency toward securing important DWA shelter on Plum Creek's land.

Douglas M. Kane
Wildlife Biologist
Inland Fisheries & Wildlife
P.O. Box 551
Greenville, ME 04441
(207) 695 - 3756
douglas.kane@maine.gov <mailto:douglas.kane@maine.gov>

Appendix 10

-----Original Message-----
From: Galbraith, William
Sent: Tuesday, April 01, 2003 9:35 AM
To: Flint, Andrew
Cc: Cote, Don; McKee, Robert
Subject: RE: Appropriate Enforcement Response

Hi Andrew,

This is not only a large project, but a high profile development, and Plum Creek should have been very careful to comply with the rules of the Concept Plan. What is there excuse? The Commission's enforcement policies support the notion of seeking a penalty for not applying for a permit, even if the atf development ultimately complies with the Commission's requirements. Rather than being an environmental, public health or safety concern, such negligence with no consequence is in fact a threat to the agency's ability to regulate. In fact it is not possible for the agency to determine, let alone assure, that the development is/was benign until after the fact. This utility line may have crossed wetlands or other areas of special significance where the route and/or method of installation could have been a concern. I think at a minimum, a Notice of Violation is appropriate, and I would not oppose seeking a settlement here, but I would like to hear more about the circumstances under which they "forgot" to get a permit.

William J. Galbraith
Division Manager
Permitting & Compliance Division
Maine Land Use Regulation Commission
(207) 287-2631
william.galbraith@maine.gov

-----Original Message-----
From: Flint, Andrew
Sent: Tuesday, April 01, 2003 9:26 AM
To: Galbraith, William
Cc: Cote, Don; McKee, Robert
Subject: Appropriate Enforcement Response

Bill et al:
Plum Creek put a 7,500-foot utility line in to the North Shore Subdivision on First Roach Pond (their Concept Plan Area) without a permit and is now seeking an A-T-F permit. The application is complete and the proposal seems to meet the criteria for approval.

My question is how to respond to the violation: on the one hand, they clearly knew the rules (they helped write them) and this is a big project; on the other, there is little-to-no harm done.

Does benign negligence get you a Letter of Warning, or should I take more a rigorous response?

-acf

Appendix 11

STATE OF MAINE
DEPARTMENT OF CONSERVATION
22 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0022

ANGUS S. KING, JR.
GOVERNOR

RONALD B. LOVAGLIO
COMMISSIONER

NOTICE OF INTENTION

June 11, 2002

Plum Creek Maine Timberlands, LLC.
Attn: N. Lynn Wilson
HCR 63 Box 150
West Forks, Maine 04985

RE: Roads and Water Crossings in West Middlesex Canal Grant, Somerset County

Dear Ms. Wilson:

As a result of an ongoing investigation by the Maine Forest Service, staff of the Maine Land Use Regulation Commission recently inspected Plum Creek's property in West Middlesex Canal Grant, Somerset County, Maine. The inspection was conducted as part of the Commission's legal responsibilities for regulating land use activities in the unorganized areas of Maine. The subject property is further described by the Maine Bureau of Taxation as Lots # 2 & # 4 on Plan # 01 of Map # SO043. The site inspection and subsequent investigation revealed that, Plum Creek had conducted land management road work in a manner not in compliance with the Commission's standards for such activities, including direct ditch terminations at a number of water crossings, which resulted in the siltation of a number of streams, which is a violation of Maine law 12 M.R.S.A. subsection 685-B (1), and of Section 10.17,A,4 of the Commission's Rules, Chapter 10 Land Use Districts and Standards.

As the owner of the property where the activity occurred, Plum Creek Maine Timberlands, LLC is responsible for these violations and for taking appropriate corrective measures to bring the road and water crossings into compliance with the Commission's rules.

The staff of the Commission will be conducting a more detailed investigation to clearly define the extent of noncompliance and determine what course of enforcement action the Commission will pursue in formally resolving the violation(s). The Commission is authorized to resolve these types of violations by a number of options, including an administrative settlement agreement or a Notice of Violation letter, depending on the extent of noncompliance and cooperation. Given that the Maine Forest Service is investigating an infraction of the FPA, if a settlement is warranted, the Commission desires to pursue a joint settlement to formally resolve this matter.

In the meantime, if you have any questions regarding this Notice, or if you have additional information that may be useful in our consideration of this matter, please contact me at 1-800-452-8711 as soon as possible so that we may fully discuss your situation.

Sincerely,

Robert M. McKee
Senior Compliance Investigator
Maine Land Use Regulation Commission

RMM/slm

xc: Tim Post, MFS
File

Appendix 12

Mansius, Donald J.

From: Mansius, Donald J.
Sent: Tuesday, June 04, 2002 3:14 PM
To: Galbraith, William
Subject: West Middlesex Canal Grant

Importance: High

Bill:

I hope that Bob was suitably impressed on the field trip yesterday. I have a CD-ROM full of pictures showing the LURC violations. I have seen such things before, but not such a concentration of them.

I would like to speak with you as soon as possible about pursuing a joint enforcement action (FPA and LURC standards). I believe that such an approach would be a winner for both agencies. Time is of the essence.

Please let me know when you might be available. I'm in the office Wednesday and Friday.

Thanks.

Tracking:

Recipient	Delivery
Galbraith, William	Delivered: 6/4/2002 3:14 PM

Appendix 13

COPY

ADMINISTRATIVE SETTLEMENT AGREEMENT

in the matter of

Plum Creek Maine Timberlands, L.L.C.	)	State of Maine
P. O. Box 400	)	Department of Conservation
Fairfield, Maine 04937	)	Maine Forest Service
	)	FPA Case #01-130-002

This agreement by and among Plum Creek Maine Timberlands, L.L.C. (hereinafter "Plum Creek") and the Department of Conservation, Maine Forest Service (hereafter "MFS") is entered into pursuant to Title 12 M.R.S.A., § 8869, forest harvest regulations, and in accordance with MFS Forest Policy and Management Division enforcement procedures.

Plum Creek Maine Timberlands, L.L.C. and the MFS agree as follows:

1. Commission Authority: Pursuant to Title 12 M.R.S.A., chapter 805, subchapter III-A, The Forest Practices Act, the MFS has regulatory authority over the activities described herein.

2. Respondent: Plum Creek Maine Timberlands, L.L.C. is a business involved in timber harvesting in the State of Maine. Plum Creek Maine Timberlands is a Delaware corporation having a mailing address of 999 Third Avenue, Suite 2300, Seattle, Washington 98104. The primary office in Maine is located in Fairfield.

3. Location: On January 16, 2002, Plum Creek owned a contiguous parcel of land of approximately 21,400 acres in the County of Somerset, Town of West Middlesex Canal Grant (T1 R3 NBKP), State of Maine, Map SO043, Plan 1, Lot #2 and Lot #4 (Somerset County Registry of Deeds, Book 2571 Page 021).

4. Description of activities: Timber harvesting occurred on the Plum Creek property pursuant to Forest Operations Notification # 227609, dated January 3, 2000. The MFS conducted a harvest cruise in May 2002 to measure residual stocking levels in the harvest area. The timber harvesting created a 157 acre Category 3 clearcut (a clearcut from 76 to 250 acres) on the east side of Public Lot Brook without prior approval from the MFS.

5. Violations: The actions described in Paragraph 4 above have resulted in violations of the following sections of Maine Forest Service rules, Chapter 20 dated October 1999, Forest Regeneration and Clearcutting Standards, and Title 12 MRSA §8885:

   A. Creating a Category 3 clearcut (a clearcut from 76 to 250 acres) without prior notification or review by the Maine Forest Service, Chapter 20, Section 3 (A)(3).

   B. Creating a Category 3 clearcut without meeting separation zone requirements of Chapter 20, Section 5(C)(2)(b and c).

C. Failure to develop a forest harvest plan for a clearcut over 20 acres prior to the harvest and signed by a Licensed Forester, in violation of Chapter 20, section 5 (C)(1).

D. Failure to report the creation of any Category 2 or Category 3 clearcuts to the Maine Forest Service at the end of any of the years that notifications were filed as required by Chapter 20, Section 5(C)(3)(b).

6. Remedial Measures Undertaken: Plum Creek has:

A. Coordinated and facilitated a Forest Practices Act (FPA) Workshop at their Moscow facility on August 1, 2002, in cooperation with MFS, for the purpose of educating the woodland owners, staff and foresters. Mandatory attendance of all Plum Creek staff was required by Plum Creek management.

B. Developed a harvest plan for the violation above, in accordance with the Forest Regeneration and Clear-cutting Standards, Chapter 20, Section 5, C-1a and C-1b, with an identified separation zone (Section 5, C-2) surrounding the violation. The plan was reviewed and approved by the Regional Enforcement Coordinator on October 30, 2002. No harvesting will be allowed in the separation or clearcut areas until the clearcut meets the standards set forth in Chapter 20, Section 5 (C)(2)(d).

C. Filed with the Maine Forest Service, Title 12 MRSA § 8885,(2-A) "Certification of Establishment and Regeneration of a Category 2 or Category 3 Clearcuts" to report the clearcut acreage on October 28, 2002.

7. Responsibility: Plum Creek admits responsibility for the violations described in paragraphs 4 and 5 above and has been working cooperatively with the Maine Forest Service to resolve this issue.

8 Official Record: This agreement shall not be effective nor become part of the official record unless and until it is signed by the Director of the Maine Forest Service and approved by the Attorney General's Office.

9. Conditions: To resolve the violations described in paragraphs 4 and 5 above, Plum Creek agrees to:

A. Pay within 10 days of the effective date of this Agreement a civil penalty in the amount of $9000.00 (nine thousand dollars). Payment shall be made by bank or certified check, or money order at the time the settlement agreement is signed, made payable to the "Treasurer, State of Maine" and mailed to Maine Forest Service, c/o Tim Post Central Region Enforcement Coordinator, P.O. Box 415, Airport Road, Old Town, ME 04468.

B. Review all overstory removal (OSR) harvest sites greater than 20 acres, operated between October 1, 1999 to August 1, 2002, and notified under FPA rules Chapter 20 dated October 1999, Forest Regeneration and Clearcutting Standards, to insure that they

meet all FPA standards. Plum Creek will document and a Maine licensed forester must sign documentation for sites reviewed for OSR and determined to be in compliance based on the sampling technique to be proposed by Plum Creek and agreed upon by MFS. Any harvest site that is not in compliance will be reported to the Regional Enforcement Coordinator as soon as the non compliance is identified, then a harvest plan and map will be developed or edited so that the harvest areas will comply with FPA standards by December 31, 2003. The sampling technique will be proposed by Plum Creek and agreed to by the MFS prior to sampling any harvests. Any non compliant situation related to OSR or similar silvicultural treatments that cannot be remedied by the development or editing of a harvest plan and map acceptable to MFS may be subject to enforcement action by MFS. MFS will not approve or authorize clearcuts identified in this paragraph that are greater than the maximum allowed by FPA standards and rules (250 acres) unless a variance had been granted. If any enforcement action is undertaken related to this section, the enforcement action will be considered a first time violation, if the situation is self reported. The above review of sites with OSR or similar silvicultural treatments is very important since the non compliance described in this settlement agreement is a result of less than acceptable stems per acre and the distribution of the stems.

C. Review all category 2 clearcuts certified or created between October 1, 1999 and August 1, 2002 that were notified under FPA rules Chapter 20 dated October 1999, Forest Regeneration and Clearcutting Standards, to insure that the clearcuts meet all FPA standards. Plum Creek will document and a Maine licensed forester must sign documentation for sites reviewed and determined to be in compliance. Any harvest site that is not in compliance will be reported to the Regional Enforcement Coordinator as soon as the non compliance is identified, then a harvest plan and map will be developed or edited so that the harvest areas will comply with FPA standards by December 31, 2004. Any non compliant situation related to a category 2 clearcut that cannot be remedied by the development or editing of a harvest plan and map acceptable to MFS and the corrective action increases the size of the clearcut above 75 acres may be subject to enforcement action by MFS. Corrective action is not intended to apply to those situations where a clear cut exceeds 75 acres due to joining pre and post October 1999 clear cuts together where there is an absence of intent to establish a seperation zone. MFS will not approve or authorize clearcuts identified in this paragraph that are greater than the maximum allowed by FPA standards and rules (250 acres) unless a variance had been granted. If any enforcement action is undertaken related to this section, the action will be considered a first violation, if the situation is self reported. The above review of category 2 clearcuts is not related to the specific violation in this settlement agreement but has been added at the request of Plum Creek.

D. MFS will review the harvest plans and perform random site inspections on sites reported by Plum Creek as compliant, to verify compliance with FPA standards of all harvest areas reported under section B and C above. After all harvest sites are determined to be in compliance or corrected by agreement with the MFS, then the MFS will acknowledge compliance of these sites for future reference. Any non compliance situations that are found during the review process will be subject to enforcement action by MFS.

E. Conduct a pre-harvest measurement and documentation of acceptable growing stock for all overstory removal harvests greater than 20 acres for a two year period from the effective date of this agreement. This documentation will be kept on file and subject to random review by the MFS.

F. Conduct a post-harvest measurement and documentation of acceptable growing stock for all overstory removal harvests greater than 20 acres for a six month period from the effective date of this agreement. This documentation will be kept on file and subject to random review by the MFS.

G. Document pre-harvest, on-site review of harvest prescription with contractor before each overstory removal for a two year period from the effective date of this agreement.

H. Flag the prescription system for overstory removal documentation requirements, and add a form that will document regeneration measurements required under section F above.

I. Update Geographic Information System (GIS) with sample information collected under section D above to contain actual stand conditions.

J. All harvest sites not in compliance after the December 31, 2004 deadline will not be included under the terms of this settlement agreement, and may be subject to separate enforcement action by MFS.

K. Stipulated penalties for section 9B above. Plum Creek's maximum liability for any self-reported violations that are discovered by any person in the course of Plum Creek's review under Section 9B, and that are not fixable and involve less than 250 acres, shall not exceed $57,000.00. Any fine or other penalties assessed in connection with any such violations will be calculated using MFS first violation penalty guidelines for each violation, and the aggregate liability for any and all fines and penalties related to any such violations discovered pursuant to Section 9B shall not to exceed the maximum liability of $57,000.00. The maximum liability described herein applies only to violations discovered pursuant to Section 9B, and not to any other section of the terms of this agreement. MFS will notify Plum Creek in writing concerning stipulated penalties due under this paragraph, and Plum Creek will remit payment of any amounts due within 30 days of its receipt of such notification. Payment shall be made by bank or certified check, or money order, made payable to the "Treasurer, State of Maine" and mailed to Maine Forest Service, c/o Tim Post Central Region Enforcement Coordinator, P.O. Box 415, Airport Road, Old Town, ME 04468.

L. Stipulated penalties for 9C above. Plum Creek's maximum liability for self-reported violations that are discovered by any person in the course of Plum Creek's review under Section 9C shall not exceed an amount equal to $75.00 per acre of clearcut plus $1,000.00 dollars per management plan for each category 2 clearcut determined not to be in compliance in section 9C above. Any fine or other penalties assessed in connection with any such violations will be calculated using MFS first violation penalty guidelines

for category 2 clearcuts, and the aggregate liability for all fines and penalties related to any such violations discovered pursuant to Section 9C shall not ~~to~~ exceed the maximum liability ~~of~~ described herein. MFS will notify Plum Creek in writing concerning stipulated penalties due under this paragraph, and Plum Creek will remit payment of the amount due within 30 days of its receipt of notification. Payment shall be made by bank or certified check, or money order, made payable to the "Treasurer, State of Maine" and mailed to Maine Forest Service, c/o Tim Post Central Region Enforcement Coordinator, P.O. Box 415, Airport Road, Old Town, ME 04468.

6. Release: The Maine Forest Service and the State of Maine Attorney General grant Plum Creek and its affiliates a release of their respective causes of action against Plum Creek or any of its affiliates for the specific violations described in paragraphs 4 and 5 above on the express condition that all actions listed in paragraph 9 are completed in accordance with the expressed terms and conditions of this agreement. The release shall not become effective unless and until all these conditions have been satisfied.

IN WITNESS WHEREOF, the parties hereto have executed this Administrative Settlement consisting of 6 pages.

Witness My Hand And Seal This 2nd Day Of April, 2003.

James K. Ehren
Plum Creek Maine Timberlands, L.L.C.

STATE OF MAINE
Somerset, ss.

April 2, 2003

Personally appeared before me the above named Plum Creek Maine Timberlands, L.L.C., individually, acknowledged the foregoing instrument to be their free act and deeds.

Before me,

Notary Public/Attorney at Law
My commission expires:

CAROLYN J. McCAUGHEY
Notary Public, Maine
My Commission Expires May 22, 2008
Print Name

Department of Conservation, Maine Forest Service

By: _____ Date: 4/11/03
Thomas C. Doak
Director, Maine Forest Service

Department of Attorney General

By: _____ Date: 4/7/03
Gerald D. Reid
Assistant Attorney General

Appendix 14

-----Original Message-----
From: Post, Tim
Sent: Tuesday, December 06, 2005 11:02 AM
To: Mansius, Donald J.
Subject: RE: Plum pudding
Sensitivity: Confidential

My recommendation is to write a letter to Plum Creek Identifying that there are many inconsistencies with the SA and The review process, collect the maximum liability(57,000) stated in section 9K of the SA and put this one behind us.

The letter shall exempt them from any prosecution for timber harvesting activities prior to August 1 2002, they will have to maintain FPA compliance if possible, It will not contain a specific list of violations to avoid a feeding frenzy from the outside world. And the MFS will work with PC to ensure better communications to prevent future problems.

I have not spoken to Douglass yet, can we make this fly?

I have calculated penalties just over 75,000 if I list them all out, which I am fearful of doing!!!!!

I will speak with you at the meeting on this one.

Appendix 15

STATE OF MAINE
DEPARTMENT OF CONSERVATION
22 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0022

ANGUS S. KING, JR.
GOVERNOR

RONALD B. LOVAGLIO
COMMISSIONER

NOTICE OF VIOLATION

November 1, 2002

Plum Creek Maine Timberlands, LLC
Attn: Paul Davis, Operations Manager
49 Mountain Street
Fairfield, Maine 04937

RE: Enforcement Case EC 2002-042; West Middlesex Canal Grant, Somerset County

Dear Mr. Davis:

As you are aware, in June of this year Commission staff identified a number of violations of the Commission's road and water crossing standards associated with a land management road located on Plum Creek Maine Timberlands' property in West Middlesex Canal Grant. A preliminary Notice of Violation was issued by Commission staff on June 11, 2002, and subsequent inspections of the site with Plum Creek staff confirmed violations of Maine law, 12 M.R.S.A. § 685-B (1), and Section 10.17,A of the Commission's *Land Use Districts and Standards*.

Since June, Commission staff have met with staff and management of Plum Creek Maine Timberlands LLC on several occasions to discuss the circumstances associated with the noncompliant activity and actions that could be taken by Plumb Creek to prevent such circumstances from occurring in the future. It is my understanding that the road and water crossing work that was conducted on the road was part of a road maintenance and Best Management Practices (BMP) upgrade program that Plum Creek has voluntarily initiated to improve the condition of its existing road system. In conducting such activities on major haul roads, Plum Creek staff would routinely conduct a final inspection of the work for compliance with land use and environmental laws as well as company specifications. It is further my understanding that, because the subject road was not a major haul road, a final inspection of the work by a Plum Creek forester was not done. However, Plum Creek management has indicated that, in the future, all such work will be inspected for compliance with the Commission's requirements prior to authorizing payment to the contractor conducting the work. In addition, Plum Creek staff promptly initiated the necessary remedial work to stabilize the site and bring the roadway and water crossings into compliance with the Commission's requirements.

Commission staff initially viewed the violations associated with the above described activity as sufficiently serious to warrant requiring Plum Creek Maine Timberlands LLC to enter into an Administrative Settlement Agreement. However, given the prompt corrective action by Plum Creek to bring the road and water crossings into compliance, and agreement by Plum Creek to have its foresters conduct a final inspection to document compliance with the Commission's permit requirements and standards on all road work conducted on its lands to prevent a reoccurrence of a

similar problem, staff now consider the issues sufficiently resolved to close out this enforcement case with no further action beyond this Notice.

The Commission will keep a copy of this Notice in its files, and consider it as evidence of Plum Creek's prior knowledge of the Commission's requirements should other violations occur in the future. The Commission appreciates Plum Creek's prompt action to correct the violations, and cooperation in developing a mutually acceptable plan to avoid a reoccurrence in the future.

If you have any questions regarding this Notice or any of the Commission's requirements, please contact me or other Commission staff, toll-free within Maine at 1-800-452-8711.

Sincerely,

for Robert M. McKee
Senior Compliance Inspector
Permitting & Compliance Division

xc: William J. Galbraith, LURC
Tim Post, MFS
EC 02-042 file

Appendix 16

Mansius, Donald J.

From: Mansius, Donald J.
Sent: Thursday, July 11, 2002 12:23 PM
To: Post, Tim
Cc: Ryder, Roger
Subject: Plum Creek - W. Middlesex - Proceed on FPA

Importance: High
Sensitivity: Private

Tim:

Catherine has decided not to pursue a joint settlement agreement on the Plum Creek FPA and LURC violations in West Middlesex. I have not had the benefit of her full thinking on this, but I can live with it, as long as LURC pursues the violations, which she said she was going to do. I do find it unfortunate - and I told her this - that she did not communicate that decision to us, particularly when her staff knew you were meeting with them yesterday.

She said that Doug did not speak the truth to you yesterday, that she did not say there was no violation. I will leave it to you to decide how to deal with people who lie during negotiations. In fact, she said that she was meeting with Doug later this afternoon to tell him it was not in Plum Creek's (or LURC's) best interests to cover up the water quality violations, that they should go to the LURC commission and settle it.

I would like you to proceed post haste on settling the FPA violation. It seems like they are willing to do whatever you ask, so go for it, and let's get it done.

The Deputy is out for a few days with a sick relative, so I don't have her to help put things back together. This seems like the best approach in a pinch.

Finally, any intelligence you (or Roger) can gather on the LURC settlement as that goes forward will be most appreciated. I will do the same down here.

You are doing good work, it is appreciated.

Tracking:	**Recipient**	**Read**
	Post, Tim	Read: 7/11/2002 12:49 PM
	Ryder, Roger	

Appendix 1 f

Department of Conservation
Bureau of Parks and Lands Maine Forest Service
Maine Geological Survey and Natural Areas Program
Land Use Regulation Commission
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NEWS RELEASE

Contact: Alec Giffen, 287-2795

Maine Forest Service closes out settlement for Forest Practices Act Violations

AUGUSTA, Maine – June 15, 2006. The Maine Forest Service announced today the closeout of a 2003 settlement agreement with Plum Creek Maine Timberlands, LLC of Fairfield.

As a condition of its 2003 settlement agreement covering a violation of the Forest Practices Act, Plum Creek agreed to review harvesting which took place on its land between 1995 and 2006. Plum Creek reported several noncompliant harvests to MFS. These noncompliant harvests involved harvests that lacked required harvest plans and/or had inadequate separation zones.

Maine Forest Service Director Alec Giffen noted that the noncompliant situations were created between 1999 and 2000, a year of transition under the Forest Practices Act rules. "We believe that Plum Creek has fulfilled its obligation under the terms of the settlement agreement by reviewing its earlier timber harvests, reporting on them, and paying a financial penalty. Plum Creek has corrected the actions that resulted in noncompliance."

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Appendix 18

Department of Conservation

Bureau of Parks and Lands Maine Forest Service
Maine Geological Survey and Natural Areas Program
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NEWS RELEASE

Contact: Donald Mansius, 287-4906

Maine Forest Service closes out settlement for Forest Practices Act Violations

AUGUSTA, Maine – (DATE) The Department of Conservation's Maine Forest Service announced today the closeout of a 2003 settlement agreement with Plum Creek Maine Timberlands, LLC of Fairfield. The closeout resulted in the assessment of a financial penalty of $57,000 against Plum Creek.

As a condition of its 2003 settlement agreement covering a violation of the Forest Practices Act, Plum Creek agreed to review all clearcuts created between 1995and 2002 and all overstory removals created between 1999 and 2002. Plum Creek reported several noncompliant harvests to MFS. These noncompliant harvests involved overstory removals that were actually clearcuts and clearcuts that lacked required harvest plans and/or had inadequate separation zones.

"The noncompliant harvests covered in today's action were self-reported by Plum Creek," said Forest Policy and Management Director Donald Mansius. "Plum Creek staff were very cooperative throughout the closeout process and acted in a professional manner to get it settled."

Mansius noted that the noncompliant situations were created between 1999 and 2000, a year of transition in the Forest Practices Act rules. "We believe that Plum Creek has fulfilled its obligation under the terms of the settlement agreement and that it would be prudent to look at more recent harvesting activities rather than spending significant time and taxpayer resources reviewing old harvests that have self-corrected."

The closeout negotiations were carried out by Maine Forest Service staff.

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JOHN ELIAS BALDACCI
GOVERNOR

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08 June 2006

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LURC-AUGUSTA

Catherine Carroll, Director
Land Use Regulation Commission
22 State House Station
Augusta, ME 04333-0022

SUBJECT: Plum Creek Maine Timberlands, LLC petition for rezoning

Dear Ms. Carroll:

As the Commission considers Plum Creek Maine Timberlands, LLC's (Plum Creek) petition for rezoning, it is important for the Commission to be aware of Plum Creek's responsibilities under the Forest Practices Act (12 MRSA, subchapter 3-A) and its implementing rule (MFS Chapter 20 Rule, Forest Regeneration and Clearcutting Standards) (FPA). Depending on the locations proposed for development, this information could have bearing on the Commission's deliberations about the location of, or conditions for, development in the area proposed for rezoning.

Over the period 1996-2005, Plum Creek and its predecessor in title created several hundred Category 2 clearcuts (21-75 acres) and a handful of Category 3 clearcuts (76-250 acres). The areas within and surrounding all of these clearcuts are encumbered to varying extent by FPA separation zone and regeneration requirements (FPA rule, Sections 4 and 5.C), and the provisions of a 2003 Settlement Agreement addressing violations of the FPA. The relevant sections of the FPA rule require that:

1. Clearcuts must be regenerated within 5 years of harvest; a Licensed Forester must certify regeneration of Category 2 and Category 3 clearcuts; and
2. Clearcuts must be surrounded by a separation zone of forested land that meets specific tree size and density requirements, and that clearcut separation zones must be maintained until the clearcut has regenerated to trees of a certain size and density or at least 10 years have elapsed from the time the clearcut was created.

We have not overlain Plum Creek's proposal with information on where clearcuts were created; however, based on the general information available to us, we believe that a number of Plum Creek's Category 2 and Category 3 clearcuts lie within the proposed concept plan area.

Unless Plum Creek files for an exemption based on the fact that specific areas will be converted to another use, allowing development in areas set aside as separation zones would frustrate the purpose of the FPA. MFS has encountered this situation on a smaller scale before and worked with Plum Creek and other developers to address compliance with FPA requirements. At this point, we do not know the extent to which Plum Creek's development plans may conflict with FPA requirements, as that depends on:

- The location of the clearcuts in relation to the developments planned;
- The timing of development; and
- The status of the regeneration in the areas clearcut.

MFS therefore recommends that the Commission call for Plum Creek to document how it will remain in compliance with the FPA, or that Plum Creek file for exemptions from the FPA for

MAINE FOREST SERVICE
R. ALEC GIFFEN, DIRECTOR

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forestinfo@maine.gov
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areas to be converted to development use. MFS can provide oversight of this process on request of the Commission.

The applicable portion of the FPA statute and the FPA rule are attached, as is a list of Forest Operations Notifications where Plum Creek originally signaled its intention to create one or more clearcuts 20 acres or larger or where it has actually created such clearcuts without filing a Notification to this effect. Please note that the Forest Operations Notification only requires landowners to signal their intent to create clearcuts of a certain size. Landowners may not always create clearcuts they provide notification for; conversely, landowners may create clearcuts where they did not intend to do so. However, regardless of intent, and whether notified or not, all clearcuts must comply with the FPA rule, or if they can not comply with the FPA because there are violations, they must at last maintain existing conditions. In this regard, in one such instance, MFS discovered a clearcut which was created without notice, or a plan, or an opportunity for MFS review. Summary information on that violation and follow-up action, which found that several other clearcuts had been created without notice (and, in some cases, without plans and without adequate separation zones), is enclosed.

Please let me know if you require additional information.

Sincerely,

R. Alec Giffen, Director
Maine Forest Service

cc: Lehner
McGowan
Mansius
Post

Enclosures:

- Portion of Forest Practices Act statute
- Forest Practices Act rule
- List of Forest Operations Notifications where Plum Creek signaled intent to create clearcuts greater than 20 acres or actually created such clearcuts without filing a Notification
- Administrative Settlement Agreement, April 2003
- Letter to Plum Creek closing out follow-up to Administrative Settlement Agreement, April 2006