

Koochiching County

Land & Forestry
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NOTICE

April 20, 2011

To: Koochiching County Contractors

FR: Dennis Hummitzsch, Land Commissioner

RE: Forest Certification, Annual Audits, Info to Contractors.

Five Counties, Koochiching, Beltrami, Crow Wing, Clearwater, and Carlton, have been working together to ready themselves for third party forest certification as *Minnesota Counties Sustainable Forest Cooperative*, a Certification Cooperative. This group has recently achieved internationally recognized dual certification with the Forestry Stewardship Council (FSC) and the Sustainable Forestry Initiative (SFI), such as Mn DNR has completed. SGS Systems and Services Certification, Forest Management Audit and Certification Services has been contracted by the county group to perform Annual Audits of our operations which includes site visits and review of activities you are performing. Some of you may be contacted by this firm during an annual Audit, either in general, or for a site specific interview.

It remains our belief that forest certification is essential to the long term economic sustainability of the forestry community in our region. Your commitment is essential in moving forward in this endeavor.

Please also find enclosed information for loggers/contractors who want to contract with Koochiching County. The information/requirements attached will bring you current on our forest certification endeavor to maintain Forest Certification Standards and Objectives. A large percentage of the logging community will already be familiar with these.

Thank you for your cooperation.

*Koochiching County Lands are independently Certified by S.G.S in accordance to:
Forest Stewardship Council Standards {FSC® # SGS-FM/COC 006911} and Sustainable Forestry
Initiative Objectives {SFI # SGS-SFI/FM-US09/5389}.*



Minnesota Counties Sustainable Forest Management Cooperative Package for Field Operators





Table of Contents

1. Management and Communication	3
1.1 Responsible Operator List	3
1.1.1 Sub-contractors	3
1.1.2 Suppliers	3
1.2 Qualifications for Responsible Bidders	3
1.3 Insurance	4
1.4 Compliance with Legal Requirements and Voluntary Guidelines.....	4
1.5 Pre-work Meetings	4
1.5.1 Pre-Work Meetings with the Contract Administrator	4
1.5.2 Pre-Work Meetings with Your Crew	5
1.6 Project Plans and Land Department Procedures	5
1.6.1 Employee Awareness of Land Department Procedures	6
1.7 Inspections	6
1.8 Significant Non-Conformances	6
1.9 Reporting to the Land Department Contract Administrator	6
2. Summary of Key Policies and Procedures.....	8
2.1 Sustainable Forest Management Policy	8
2.2 Threatened and Endangered Species	8
2.3 Field Emergency Preparedness and Response	9
2.4 Fuel Management, Lubricants and other Chemicals	9



1. Management and Communication

1.1 Responsible Operator List

The Responsible Operator List is designed to assure the certification program that independent contractors conducting work on County lands are responsible for meeting the needs of the Sustainable Forest Management System (SFMS).

You must be on the Responsible Operator List to qualify to bid on a Timber Sale, to conduct logging operations on Land Department managed lands or to otherwise provide services for the Land Department.

To become a responsible bidder you need to fill in the Responsible Operator Application Form and satisfy the qualification and insurance requirements (see Section 1.2 below).

1.1.1 Sub-contractors

A Field Operator may not use a sub-contractor to carry out field operations on Land Department managed land unless the sub-contractor is on the Responsible Operator List and is approved by the Land Department.

Check with your sub-contractor or Contract Administrator to determine if the sub-contractor is on the Responsible Operator list.

1.1.2 Suppliers

Suppliers who deliver product to you or provide services to you on a work site on our lands such as equipment mechanics or fuel suppliers do not need to be on the Responsible Operator List.

HOWEVER

They must be under your supervision while conducting any activities on the worksite and you are responsible for ensuring that their activities do not contravene Land Department requirements and providing direction in the event of any emergency.

1.2 Qualifications for Responsible Bidders

Any person or company may apply to be on the Responsible Operator List.

All Field Operators must have the appropriate training, experience, licenses and/or certification to conduct the work activities that are the subject of a contract with the Land Department.

Qualification requirements for the Responsible Operator List are identified in the Responsible Operator Application Form provided in the Forms section. The basic requirements are as follows:

- Logging operators must have at least one person on site with Minnesota Logger Education Program (MLEP) training;
- Road construction crews and forest renewal operators (other than tree planters) must have at least one person on site with training in Voluntary Site Level Guidelines;
- Anyone applying chemicals on our Lands must be a Certified Pesticide Applicator.

1.3 Insurance

No field operator may commence work on Land Department Managed Lands until they show satisfactory proof of insurance. Field Operators must carry the following insurance. Specific information on minimum dollar limits required will be defined in the text of the Contract:

- **Workers Compensation** insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with limits defined in the Contract.
- **Comprehensive General Liability:** insurance with a defined minimum limit per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; independent contractors; Products and Completed Operations (if applicable); Contractual Liability; "XC" Hazard Liability (if applicable); Personal Injury Liability; Aircraft and Watercraft Liability (if applicable);
- **Professional Liability:** with defined minimum limits per occurrence and aggregate.

1.4 Compliance with Legal Requirements and Voluntary Guidelines

The Land Department is committed to ensuring that all operations conducted on the lands it manages comply with legal requirements and with the State of Minnesota Voluntary Site Level Forest Management Guidelines (Voluntary Guidelines).

All field operators who conduct work activities on our lands must be aware of and be in compliance with applicable laws and regulations and with the Voluntary Guidelines that apply to their work activities.

We also expect all operators to comply with Land Department contract requirements, Operating procedures, Project Plans and directions given from Land Department personnel during the course of work on our lands.

The General Requirements Section of our contracts has been revised to emphasize the importance of compliance with laws and regulations and the Voluntary Guidelines.

During our inspections and our internal and external audits we will be checking for compliance with laws and regulations, Voluntary Guidelines and Land Department requirements and procedures.

1.5 Pre-work Meetings

1.5.1 Pre-Work Meetings with the Contract Administrator

All field operators must meet with the Land Department Contract Administrator to conduct a pre-work meeting prior to commencing any work on the site.

The Contract Administrator will walk the site with the Field Operator and/or the foreman and will review the following:

- Pre-work Checklist;
- Project Plan;
- Site map and ensure that boundaries and reserves are clearly noted on the map and understood.
- Land Department contract requirements including performance measures;
- Applicable Land Department procedures;
- Issues related to access, timing of activities and sensitivity of neighboring landowners;

- Special features or conditions of concern on the site (e.g., resource features, sensitive sites, work windows, etc);
- All project documents to ensure permits and approvals are in place;
- Operational logistics (e.g., crew composition, scheduling, transportation, communication, specific machinery, etc.);
- Agree on the location of landings and skid trails and other key areas mark them on the site map.
- Product specifications for destination.
- Identify storage areas for chemicals and fuels.
- Verify emergency response equipment
- Discuss any concerns and agree to any changes in the Project Plan

The Contract Administrator will provide copies of all pertinent information to the Field Operator and advise the Field Operator that all field employees must be informed of this information.

The Contract Administrator will have the Field Operator or Foreman, sign-off on the Pre-Work Checklist that the pre-work meeting was held and all pertinent issues were covered and understood.

1.5.2 Pre-Work Meetings with Your Crew

All field operators must conduct a pre-work meeting with their crew members prior to commencing work on Land Department managed lands.

Field operators have the option of having their crew attend the meeting held with the Contract Administrator or of conducting their own crew meeting.

Meetings with crew members must cover the following:

- **Review the Project Plan, special regulations and maps** with crew members prior to beginning work.
- **Give copies of site maps to crew members** working on the site.
- **Maintain a copy of the Project Plan and special regulations at the site** and ensure all crew members know where it is located.
- **Walk site**
- Discuss concerns and ensure project is fully understood by all crew members.

1.6 Project Plans and Land Department Procedures

A copy of the **Land Department Procedures that apply to the work activities being conducted** and the Site Specific Project Plan must be available to your personnel on the work site at all times.

Crew members should have copies of the site map.

We recognize that some of you may also have work instructions and procedures from companies in the area that are also SFI or FSC certified. However, please ensure that everyone on the work site understands that **when working on Land Department lands, it is our procedures and requirements that apply**. We have endeavored to keep our requirements as consistent as possible with those of the other industrial landowners and other Counties in the area.

1.6.1 Employee Awareness of Land Department Procedures

All your employees must be trained on the Land Department Procedures and know where they are located.

You are required to maintain records of training of employees on Land Department Procedures.

If you wish you may use the attached Field Operator Training Form to document training.

The external auditors or Land Department internal auditors or staff may request you provide them with the training records. Although it is not mandatory to keep the training records on the worksite you must be able to provide a copy of the training records within 24 hours of the request.

1.7 Inspections

We will regularly inspect and document all work conducted on Land Department managed lands. If as a result of an inspection we find an issue that is not in conformance with our procedures, contract requirements or project plan we will issue you a request to initiate corrective action. In the corrective action we will stipulate a time frame within which we expect the corrective action to be completed.

If you fail to complete the requested corrective action we may undertake to conduct the work ourselves at your expense.

The Land Department is committed to working with Field Operators to improve their performance and maintain good working relations with the Land Department.

However, where there is a persistent trend of poor performance or where there is a significant non-conformance, the Land Department may take whatever corrective action is deemed appropriate.

Annually we will trend information related to issues of concern that we have had on our lands.

1.8 Significant Non-Conformances

Where a non-conformance with Land Department requirements is identified Field Operators will be given a written notice of unsatisfactory performance.

If the Land Department determines that the non-conformance is significant they may do one or more of the following:

- Require the Field Operator and/or the Land Department to implement appropriate corrective action;
- Invoke any remedy or penalty outlined in the Contract;
- Terminate the Contract;
- Remove the Field Operator from the Responsible Operator List; and
- Take any legal action necessary, up to and including civil and criminal charges.

1.9 Reporting to the Land Department Contract Administrator

The following should be reported immediately or as soon as practicable to the Contract Administrator:

- If you see anything that is **not in the Project Plan**, such as previously unidentified seeps, springs, potential rare and endangered species nesting sites, or cultural features such as burial sites, old camps or homesteads, or potential archeological sites.
- If **excessive site damage is or will** occur due to high moisture (rutting, compaction, erosion).

- If you have done anything that is **not in the Project Plan or is outside a site boundary.**
- **Any complaints or inquiries you receive** regarding the activities on the site or Land Department activities. The land Department has a procedure to ensure that we provide timely and complete responses to any inquiries or complaints related to our activities.
- **Any emergency events such as accidents, fires and spills AFTER you have notified the proper authorities.**



2. Summary of Key Policies and Procedures

2.1 Sustainable Forest Management Policy

Related procedures: LD-P1 Sustainable Forest Management Policy and LD-P2 Statement of Operational Commitments.

The Land Department has developed a Sustainable Forest Management Policy. The policy is included in this package of materials but is also available on the County website.

The policy commits the Land Department to:

- comply with laws and regulations and Voluntary Site Level Forest Management Guidelines;
- continually improve performance; and
- prevent damage to the environment.

The policy also commits the Land Department to sustainable forest management. To achieve sustainable forest management the County has committed to the following:

- Sustainable harvesting;
- Prompt reforestation;
- Protecting water quality;
- Protecting wildlife and promoting biodiversity at the stand and landscape level;
- Protecting areas that have features or conditions that have ecological, geological, cultural, social or historical significance.;
- Protecting visual quality;
- Using responsible operators; and
- Public participation and education.

2.2 Threatened and Endangered Species

In our operations you may have the opportunity to encounter animals and vegetation that may be threatened, endangered or of special concern.

By state and federal law we are required to protect and report threatened and endangered species.

It is everyone's responsibility to be **able to identify these species** and ensure that they are protected.

A species is considered endangered if the species is threatened with extinction throughout all or a significant portion of its range within Minnesota.

A species is considered threatened if the species is likely to become endangered within the foreseeable future throughout all or a significant portion of its range within Minnesota.

The US Fish and Wildlife Service has developed a list of Minnesota's Federally-Listed Threatened, Endangered, Proposed, and Candidate Species and the Counties in which they can

be found. You will note that many of these species can be found in the County. Please review the list with your personnel (<http://www.fws.gov/midwest/endangered/lists/minnesot-spp.html>).

You can find additional information on threatened and endangered species on the DNR web site. The website has excellent descriptions and pictures. <http://www.dnr.state.mn.us/ets/index.html>.

2.3 Field Emergency Preparedness and Response

Related procedure: LD-OP4 Field Emergency Preparedness and Response

All Land Department contractors are responsible for safety awareness, for being aware of all Land Department Emergency Response Procedures applicable to their work, and working safely.

Field operators must maintain emergency response equipment in field equipment and at the main landing such as first aid kits, communication equipment, MSDS sheets, fire extinguishers and spill kits as listed in LD-OP4.

Chemical applicators must carry the personal protective equipment required to apply the specific chemical(s) they are handling. Chemical applicators must also ensure that in addition to the spill response equipment outlined above they have the appropriate materials to respond to a spill of chemicals they are using, transporting or storing on Land Department Managed Lands.

Part of emergency response is dealing with spills of chemicals or petroleum products. Please ensure that everyone in your organization that works on Land Department managed lands understands when to report a spill and what actions can be taken. Specific information is found in LD-OP4.

LD-OP4 also covers procedures for response to physical injury or medical emergency, fire response, missing personnel and severe weather or natural disaster.

2.4 Fuel Management, Lubricants and other Chemicals

Related procedure: LD-OP10 Fuel, Chemical and Waste Management for Field Operators

The Land Department is committed to ensuring that fuel management and the management of chemicals on its lands complies with legal requirements.

The legal requirements that apply to fuel management and the types and quantities of chemicals we see in forestry operations are the Department of Transportation Requirements (DOT).

We have summarized the DOT requirements in the Fuel, Chemical and Waste Management for Field Operators that is included in the procedure section.

Most of you carry diesel in tanks that have a capacity of less than 119 gallons, lubricants in plastic containers of 5 gallon or less, and other small quantities of chemicals. The rules for these types of quantities and chemicals are relatively straight forward:

- Tanks and containers must be correctly labeled;
- Tanks must be in good condition and solidly secured to your vehicle;
- Lubricants, antifreeze and other materials must be in the original containers;
- Small amounts of diesel and gasoline must be in appropriate containers; and
- Containers must be secured during transport.

Those of you who are carrying diesel, gasoline or any other chemical in tanks larger than 119 gallons please inform your Contract Administrator.

Timber Sale Conditions

1. Definition of Terms

Active Sale	A timber sale on which all of the remaining payments due before cutting have been paid and logging activities may begin. Also referred to as Active Sale.
Bolts	Logs 100 inches in length, greater than or equal to six inches diameter inside bark (DIB), but less than or equal to 12 inches DIB on the small end, and of sufficient quality to saw lumber.
Closed Sale	A terminated sale contract. All sale activities are complete.
Contract Administrator	Individual county employees responsible for administration and enforcement of timber sale policies, procedures, and cutting regulations.
DBH	Diameter Breast Height
Delinquent Account	An overdue account beyond the interest-free period.
Fuelwood	Pulp and larger sized timber suitable for burning. Usually hardwood pulp except aspen, balm and basswood.
Inactive Sale	Sale in which the final payment has not been made to fully secure the contract (cash or letter of credit). No harvesting activities have occurred or are allowed to occur.
Merchantable Timber	Hardwood and upland conifer tree species 5 inches or greater in DBH and containing two or more 100 inch bolts or pulpsticks to a 4 inch DIB top. Swamp conifer species with two or more bolts and/or pulpsticks to a 3 inch DIB top. Merchantable trees must also have a reasonable market and be of sufficient quality, as determined by the Contract Administrator.
Sale Area	The area identified on the Timber Appraisal that contains all of the timber sold on that timber sale contract.
Scaling	The measuring of cut timber products. Stick scaling refers to volume measurements made by the Contract Administrator or their representative. Consumer scaling refers to volume or weight measurements taken by a timber consuming mill.
Sold on Area Estimate	Refers to timber sold based upon the volume estimate shown on the Timber Appraisal whereby no scaling of timber is required.
Stick	A 100 inch length of timber that exceeds minimum pulpwood dimensions.
Timber Appraisal	The portion of the timber sale contract that contains the volume estimates, appraised values, sale map, legal description, contract acreage, other descriptive factors, and special cutting regulations.
Biomass	Wood fiber from tops and limbs, or whole tree chipping or grinding. See County Biomass Policy for options and pricing.

2. Financial & Payment Provisions

2.1. Payment of Timber

2.1.1. Advance Payment

- 2.1.1.1. The Purchaser shall pay 15 percent advance payment on the day of the auction, which acknowledges agreement to notice of Sale of Stumpage sale regulations. Failure to do so will forfeit the bidders rights to the sale and the bidder will NOT be allowed to bid on any subsequent auction tracts for a period of 2 auctions of that type forfeited. 10 percent additional forfeiture penalty of sold value will be assessed.
- 2.1.1.2. For auction sales that are partitioned into and sold as separate cutting blocks, the advance payment is to be 15 percent of the appraised price of the entire timber sale. This advance payment will be prorated per cutting block.
- 2.1.1.3. The Purchaser may enter a sale prior to full payment to develop logging roads or landings. Any incidental timber logged in development of roads and landings must be paid before it can be removed from the site

2.1.2. Full Payment

- 2.1.2.1. The sold value of the appraised volume of timber must be paid before cutting begins.
- 2.1.2.2. The value of each separate block must be paid in full before any cutting may begin on that block.
- 2.1.2.3. If paid by check, the contract is not valid until the check has cleared.

2.1.3. Overruns & Underruns

- 2.1.3.1. Payment of overruns will be made within thirty **(30)** days of notification by the Land Department. Ten **(10)** percent interest will be charged on all overruns exceeding thirty **(30)** days.
- 2.1.3.2. Overruns not paid within 180 days from date of scale may be considered as a timber trespass.
- 2.1.3.3. Underruns on scale products will be credited to the Purchaser

2.2. Delinquent Accounts

- 2.2.1. New sales may not be purchased or opened, nor cutting begun on already-purchased sales until outstanding overruns, extension fees, and/or other Land Department bills are paid.

2.3. Scaling (ONLY IF SALE IS NOT SOLD ON AREA ESTIMATE)

- 2.3.1. The Purchaser shall pay for all merchantable products on the sale area at the rate stated in this Contract. All products are sold subject to scale unless otherwise stated in this Contract. No products will leave the harvest site unless scaled or under a consumer agreement.

2.3.2. Consumer Scale

- 2.3.2.1. Timber hauled under Consumer Scale Agreement is subject to the conditions stated on that agreement and on the consumer scale ticket book. A consumer scale agreement will remain in force until the contract expires.
- 2.3.2.2. The cord-weight conversions listed in Appendix 1 shall be used.
- 2.3.2.3. Consumer scale books must be properly completed and returned to the County within thirty **(30)** days after timber removal.
- 2.3.2.4. The Operator authorizes the release of information pertaining to all loads hauled to a consumer regardless of source.
- 2.3.2.5. The Purchaser may be charged ten **(\$10.00)** dollars for each unreturned or improperly filled out ticket book.

2.3.3. Stick Scales

- 2.3.3.1. Products subject to stick scale must be piled to facilitate efficient and accurate scaling, and labeled with the contract number.
- 2.3.3.2. The Contract Administrator must be notified at least two **(2)** working days in advance of when a stick scale is required.

2.3.4. Mixing of Species

- 2.3.4.1. Mixed species and species products sold subject to scale must be kept separate until scaled unless otherwise approved by the Contract Administrator.

2.4. Sold Area Estimate Sales (Lump Sum Sale)

- 2.4.1. Any sales, or parts thereof, scaled and sold as appraised by timber cruise scale, will not be adjusted or reappraised after the sale.

2.5. Timber Damaged by Pests, Disease or Catastrophic Events

- 2.5.1. The County will not renegotiate the price on a timber sale.
- 2.5.2. **Inactive Timber Sale** – When 30% or more of the sale volume has been damaged within the sale area as determined by the Contract Administrator, the Purchaser may either harvest the sale “as is” or the sale will revert to the County and the Purchaser will be refunded their advance payment.
- 2.5.3. Advance payment will not be refunded if the sale has been extended.
- 2.5.4. **Active Timber Sale** – When 30% or more of the sale volume has been damaged within the sale area as determined by the Contract Administrator prior to the expiration date of the original sale contract, the County may refund the balance of the sale to the Purchaser depending on the damage and the situation under which it occurred.

3. Sale Start and Expiration

3.1. Notification

- 3.1.1. **Start up of Sale Activities** – The Purchaser shall notify the Contract Administrator at least three (3) days before commencing work on a sale, and each time activities are resumed after being discontinued for an extended period.
- 3.1.2. **Pre-Work Meeting** – The Purchaser must meet with the Contract Administrator on-site to conduct a pre-work meeting.
- 3.1.3. **Closure of Sale Activities** – The Purchaser shall notify the Contract Administrator at least three (3) working days before logging equipment is removed from the sale.

3.2. Expiration of Timber Sale Contract

- 3.2.1. All timber must be cut prior to the expiration date of the Timber Sale Contract.
- 3.2.2. An extension may be granted at the discretion of the Land Commissioner.
- 3.2.3. Extensions will not be granted to any operator having a delinquent or uncollectible timber sale account with any county, the state or federal agency.
- 3.2.4. Extension charges shall be ten percent (10%) prorated per year added to all timber scaled after expiration date.
- 3.2.5. A no-fee 90 day hauling extension to haul and skid timber that has been cut prior to the expiration date may be granted at the discretion of the Land Commissioner upon a request prior to expiration date in writing from the Purchaser.
- 3.2.6. No first year extension will be granted without an additional payment of 20% of the total sale value.

3.3. Closing of Contract Within 30 Days

- 3.3.1. Road repair, felling of residual timber and other contract requirements must be completed within the timeframe designated by the Contract Administrator.
- 3.3.2. If work is not completed within the timeframe designated, the County may complete the contract requirements at the cost of Purchaser.

3.4. Halting of Sale Activities

- 3.4.1. The Contract Administrator may stop any or all sale activities immediately for non-compliance with this contract, the Project Plan or County Procedures, to prevent damage to the site or during periods of high fire danger. Work can be stopped for as long as is necessary to resolve the infraction or ensure protection of the site.

3.5. Sale Closed with Conditions

- 3.5.1. A sale may be 'closed with conditions' which may be to complete hauling or site work, upon recommendation of sale administrator and approval of land commissioner. This status may allow other sale opening or bidding, given that fees are not outstanding, timeframe and requirements for completion of contract are agreed upon, contract remains in force at this time.

3.6. Eligibility for Sales

- 3.6.1. Violation of the eligibility requirements to participate in Timber Sales shall result in loss of the sale and may result in loss of all money deposited on the sale to help offset enforcement costs and as punitive damages.

4. Sale Activities

4.1. Alternate Landing Sites

- 4.1.1. The County may allow temporary stockpiling of timber outside of the sale area. Subject to the conditions stated on the "Alternate Landing Addendum to Sale Contract". Alternate landing sites must be approved in writing and signed by all parties.

4.2. Marking Loads

- 4.2.1. All truckloads of timber **must** have contract numbers marked on the right and left sides of the load. Any load leaving a contract area without proper identification may be treated as trespass and penalized as such.

4.3. Timber Utilization

- 4.3.1. Upon final inspection of a contract, any residual, non-reserve timber down or standing which is deemed merchantable in the estimation of the Contract Administrator and shall be charged for.
 - 4.3.1.1. A scaling fee will be charged if substantial time is required to estimate the volume.
 - 4.3.1.2. Timber remaining on the landing after the sale is closed or closed with conditions shall be removed within ninety (90) days.
 - 4.3.1.3. Timber left on landings beyond the approved time shall become the property of the County.

4.4. Residual Tree Damage Guide

- 4.4.1. Timber sales with tree damage exceeding 5% of the residual leave tree on clear cuts or thinning may be charged at a rate of double bid up value. The damaged trees are not to be harvested. If a reserve tree has been willfully cut, the rate of triple bid up value shall be charged. See County Policy regarding tree damage guidelines to determine damage/wound specifications.

4.5. Land Survey Markers or Monuments

- 4.5.1. Land Survey markers or monuments will not be damaged and bearing trees will not be damaged or cut. Willful destruction of a monument is a misdemeanor per M.S. 505.33.

Appendix 1 – Cord Weight Conversions

When timber is weight-scaled, the following cord-weight conversions shall apply (on file in the Land & Forestry Office - available upon request).