

Appendix A. Advisory Committee Members

Robin Avery, Hall Hill Guide Service
Rich Bard, Maine Department of Inland Fisheries and Wildlife
Greg Burr, Maine Department of Inland Fisheries and Wildlife
Neil Butler, Amherst Community Forest Committee
Phil Deckers, Amherst Selectman
Chip Grover, Airline ATV Riders
Bill Hamilton, Maine Forest Service
Kristen Hoffmann, Forest Society of Maine
Mac Hunter, University of Maine and Amherst resident
Cathy Johnson, Natural Resources Council of Maine
Eileen Lafland, Maine Snowmobile Association
Steve Leblanc, American Forest Management
Bill Patterson, The Nature Conservancy
Steve Shepard, Amherst Community Forest Committee
Tom Sidar, Frenchman Bay Conservancy

Appendix B. Amherst Mountains Community Forest Concept Plan

Amherst Mountains Community Forest Concept Plan

April 15, 2008

This paper summarizes the vision shared by the town of Amherst, the Maine Bureau of Parks and Lands (BPL), and the Forest Society of Maine (FSM) for conserving nearly 5,000 acres of undeveloped and recreationally and ecologically important forestland, by creating the Amherst Mountains Community Forest.

Project Summary

The town, BPL, and FSM seek to acquire the 4,974-acre Amherst Mountains parcel, a tract of recreationally and ecologically important forestland surrounding six ponds with outstanding values in the town of Amherst. This property has been open to and used by residents of Amherst and the surrounding region for traditional outdoor recreational activities for generations. The property is also significant for the fish and wildlife habitats and unique natural communities found there, and it has sustained a flow of forest products for centuries – to the benefit of the local and regional economies.

However, after decades of relatively stable ownership and management by large paper companies, the future of these lands is far less certain. While Amherst is still a rural community, development is increasing and with it comes uncertainty as to how undeveloped tracts – like the Amherst Mountain tract – can be kept open for public recreation and fish and wildlife habitat, as the town grows and develops.

The Amherst Mountains Community Forest Project will help sustain the many values of this property for the residents of Amherst and the surrounding region by protecting the multiple natural and recreational resources. Successful completion of the project will ensure that:

- access for hiking, hunting, fishing, camping, cross country skiing, snowmobiling, ATV trails, and other traditional recreational activities will continue;
- the lands will stay undeveloped, maintaining one of the increasingly scarce large tracts of undeveloped forestland in the region, helping maintain Amherst's rural character;
- an ecologically significant, intact 2,000-acre watershed surrounding three remote ponds with outstanding values will be protected as an ecological reserve;
- forest management will be practiced in a sustainable manner for the production of quality timber and forest products on about 3,000 acres of managed forest;
- important fish and wildlife habitats and rare natural communities will be protected;
- a community forest partnership will result between the town of Amherst, the state Bureau of Parks and Land, and the Forest Society of Maine; and
- the town will be part of management decisions for the property and will receive revenues from timber production.

Successful completion of the Amherst Mountains Community Forest will keep these lands from development and guarantee public access at a time when subdivisions are increasingly reducing access for traditional recreational activities. The remote ponds, granite ridges, important woodlands and fish and wildlife habitats, and vital water quality research areas will be protected. An ecological reserve will be maintained at the core of this property and become an increasingly important environmental benchmark for the region. The working forest component will add to the long term wood supply important to the region's economy. The residents of the town of Amherst, including children in school, will have direct connections to this community forest and be a part of the property's stewardship and future. Examples include the use of the woodlot in school curricula. Student projects could contribute to timber and wildlife inventories used in management plans written by the FSM.

Proposed Roles and Terms of this Partnership Plan

State's Responsibilities

- Acquire the property and provide at least \$2.9 million toward the acquisition
- Conduct the management planning process (IRP) for the property
- Manage recreational use of infrastructures on the property as agreed to in the state management planning process (IRP)
- Enter into a lease agreement with the town regarding forest management

Forest Society of Maine's Responsibilities

- Help the state secure the state and federal funds and raise the additional private funds needed to conserve this property
- Raise the required funds to pay the town of Amherst \$6500.00/year (adjusted upward 2%/year) until the first-harvest volume of 11.5 cords/acre is reached.
- Assist the town by writing the forest management plans at the beginning of the project and following the first harvest. Contribute its resources to write the required 10 year operational plan and annual operational plan, including site specific harvest prescriptions meeting SFI and FSC/Smartwood standards according to the management plan.
- FSM would also be open to producing subsequent management plans, but its expense would need to be covered by timber revenues.

Town of Amherst Responsibilities

- Enter into a lease agreement with BPL for responsibility of forest management
- Provide local supervision, oversight, or enforcement of seasonal and longer term road restrictions.
- Enforce inappropriate uses and clean-up incidental trash or intentional dumping
- Establish a citizen's "Community Forest" committee to work with FSM and the state
- Work with FSM in developing and implementing voluntary programs to involve town residents and school children in educational programs on the property

Forest Management Overview

The first timber harvest (and revenue from timber sales) is projected to occur between years 15 to 20 following the acquisition. The criteria that will determine when the first harvest occurs will be the point in time when the average volume across the 3,000-acres or managed forest reaches 11.5 cords per acre. All harvests would be performed following certified, sustainable forestry standards.

SUMMARY OF TIMBER GROWTH AND REVENUE PROJECTIONS

Assumptions:

- The beginning stocking level averaged across the 3,000-acre managed forest areas, is between 6 and 7 cords/acre
- The annual growth rate is expected to be about .33 cord/acre/year
- The forest management goal is to manage for continual improvement of the timber inventory and ecological and recreational values while sustaining a flow of revenue to the state and town.
- The first harvest will occur when the stocking level has increased to 11.5 cords/acre, averaged across the 3,000 acres

- Determination of cords/acre will be based upon cruise data from trees with dbh of 6 inches or greater
- FSM will contribute \$6,500/year (adjusted upward 2%/year) to the town until the first-harvest volume (11.5 cords/acre) is reached. FSM's temporary commitment will then end.
- All figures used in this analysis are in 2008 dollars, for ease of comparison, but are expected to increase in relation to the cost of living over time.
- The stumpage rates are conservatively low to keep the revenue estimates conservative as well
- Total road maintenance costs (including the recreation and timber management shares) were estimated to be \$4,000.00/year of which 20% is billable to harvest operations per the State lease agreement. The annual timber management share then is \$800.00. For the purposes of estimating road maintenance costs, the interval leading up to harvest 1 is assumed to be 17 years (based on the cited range of 15 to 20 years, see below under Harvest 1 Timing). The road maintenance cost for the interval preceding harvest 1 is: (17 years x \$800.00/year = \$13,600.00) as used below under Projected Revenue for Harvest 1. The \$800.00 annual road maintenance cost is applied to Harvest 2 and Harvest 3 based on the reported harvest time intervals of 10 and 15 years respectively.

Harvest 1:

Timing: This first entry will occur when stocking averages across the 3,000 acres reach 11.5 cords/acre. Based on average growth rates this is estimated to occur 15 to 20 years post-acquisition, but the actual timing will be determined by when the stocking level reaches the 11.5 cord/acre mark.

Volume removal: The first harvest will remove 7,500 cords in total. Current information indicates this could occur over 1,000 acres.

Projected revenue: This projection assumes, conservatively, an average stumpage sale price to the state/town of \$20/cord (in 2008 dollars) for the 7,500 cords. The projection then subtracts a cost of \$4/cord for layout and management costs related to the harvest, resulting in a net return to the state/town of \$16/cord for the 7,500 cords, totaling \$120,000. The road maintenance cost for the 17 years leading up to the first harvest is \$13,600 as outlined previously. This is deducted from \$120,000 yielding \$106,400 to be split 50:50 between the state and the town. The share to the town is then: \$53,200.

This would result in the town receiving \$53,200 from the first harvest to be applied as the town wishes. If invested at a 4% annual return the town could withdraw an amount annually in place of FSM's contribution.

The residual volume following this first harvest would average 9 cords/acre across the 3,000 acres, compared to 6-7 cords per acre when the property was acquired. A second harvest would be scheduled for ten years following the first harvest.

Harvest 2:

Timing: The second harvest would occur ten years following the first harvest.

Volume removal: This harvest will remove 7500 cords in total. Current information indicates this could occur over 1,000 acres.

Projected revenue: This projection conservatively assumes an average stumpage sale price to the state/town of \$25/cord (in 2008 dollars) for the 7,500 cords, reflecting higher quality trees available at this time. Subtracting the \$4/cord cost for layout and management expenses, the resulting net return to the state/town totals \$157,500 (\$21/cord for 7,500 cords). After deducting \$8,000 for road maintenance costs over the ten year period, \$149,500 remain to be divided 50:50 between the town and state, yielding \$74,750 for Amherst.

This would result in the town receiving \$74,750 that could be invested as the town wishes.

The residual volume following this second harvest would average 10 cords/acre across the 3,000 acres. A third harvest would be scheduled for 15 years following the second harvest, and would be continued thereafter at 15 year intervals.

Harvest Cycle 3:

Timing: The third harvest would occur 15 years following the second harvest.

Volume removal: This would remove 7,500 cords in total. Current analysis predicts this could occur on less than 1,500 acres.

Projected revenue: This projection assumes a conservative average stumpage sale price to the state/town of \$30/cord (in 2008 dollars) for the 7,500 cords, reflecting the higher quality trees available at this point. Subtracting the \$4/cord cost for layout and management expenses, the resulting net return to the state/town totals \$195,000 (\$26/cord for 7,500 cords). After deducting \$12,000 for road maintenance costs over the ten year period, \$183,000 remain to be divided 50:50 between the town and state, yielding \$91,500 for Amherst.

This would result in the town receiving \$91,500 to be invested as the town wishes. A harvest and income flow of at least this amount could occur every 15 years. The stocking level and timber quality will continue to improve through good forest management and the level of harvest and income could easily increase.

The residual volume of timber following this third harvest would average nearly 13 cords/acre.

In addition to the economic and ecological benefits, these lands will also be providing significant benefits through their management for public access, traditional outdoor recreational activities, and educational opportunities.

Appendix C. Timber Management Lease of Public Lots

TIMBER MANAGEMENT LEASE OF PUBLIC LOTS

Agreement made between the State of Maine, by its Director, Bureau of Parks and Lands, Department of Conservation (hereinafter called "the State") and the Town of Amherst (hereinafter called "Town") this 10th day of June, 2009.

I. Authority

This lease is made pursuant to 12 M.R.S.A sections 1852 – 8 and 1854 - 3 and by authority granted by the Selectman of the Town of Amherst on June 10, 2009.

II. Property

For the consideration hereinafter set forth, the State hereby leases to the Town, the Town hereby takes from the State, the right to manage timber on the approximately 3,000 acre Non-Reserve portion of the approximately 5,000 acre public reserved lands that include approximately 2,000 acres of land intended as Ecological Reserve and situated in the Town of Amherst, Hancock County, Maine, which lands are described in Exhibit A (hereinafter called "the public lands"), attached hereto and incorporated herein.

III. Term

The term of this lease shall commence on July 1, 2009 and shall run to June 30, 2010 at which time a renewal lease shall be executed running to June 30, 2025, unless it shall appear, based upon the year's experience under this lease, that the Town is incapable of effectively managing said public reserved lands, in which event the State shall make specific findings setting forth its reasons for non-renewal. Nothing in this paragraph shall be construed to limit the State's power to terminate this lease under paragraph IV.

IV. Early Termination

The State may terminate the lease at any time, as provided in 12 M.R.S.A. section 1852 – 8D . Any written notice required upon termination shall be sent to:

Selectman
Town of Amherst

In the event of termination, the State shall have the right to terminate the lease , without adjustment or compensation due lessee, as may be permitted under 12 M.R.S.A § 1852 - 8D.

Any requests for public hearing by the Town shall be submitted to:

Director, Bureau of Parks & Lands
State House Station #22
Augusta, Maine 04333

V. Terms and Conditions

This lease is subject to the following terms and conditions:

A. Use and Care of Lands

1. General

Timber managed by the Town under this lease shall be given prudent care and maintenance at all times by the Town. Activities shall be in compliance with all local, state and federal laws. In construction and maintenance of roads and skid trails, and in harvesting, utilization, and marketing of wood products, due care shall be exercised to avoid waste, in accordance with accepted professional practice. It is the intention of the State and the Town to manage the timber according to the vision of the Amherst Mountains Community Forest Concept Plan (Exhibit B, attached) drafted by the Forest Society of Maine and reviewed by the parties and which references the approximately 2,000 acre ecological reserve core area within the approximately 3,000 acre working forest. All activities will include implementation of the appropriate "Best Management Practices" for minimization of erosion and siltation.

B. Development of Plans Associated with Timber Management:

1. Timber Management Plan

a. No later than six (6) months from the date of this Agreement, the Town shall develop a ten (10) year timber management plan acceptable to the State with silvicultural and growth and yield data prepared according to accepted forestry procedures. The Plan and subsequent management activity must be in accordance with the provisions for forest certification under both FSC and SFI.

- 1) The plan shall contain forest inventory data by timber type, species, and quality groups. The inventory shall be updated every ten years.
- 2) Silvicultural objectives and harvesting priorities shall be specified with recommended harvest and stand improvement practices by species and product.

b. Costs of the plan and inventory shall be shared as follows:

- 1) The State will pay the cost of the inventory and management plan, if prepared by its own staff; to be reimbursed 50% by the Town when timber revenues are generated; or
- 2) Should the Town desire to conduct its own inventory or prepare its own plan, the State's liability for its share of the

cost shall not exceed fifty (50) percent of such costs and such cost shall be agreed upon by both parties in advance.

- 3) The Town and the State may at any time amend the management plan by mutual agreement. All amendments to the plan shall be in writing and signed by a representative of both parties.

2. Ten Year Operating Plan

No later than twelve (12) months from the date of this Agreement, the Town shall develop a ten-year operating plan acceptable to the State. Road construction or repairs, boundary line work and other land maintenance activities associated with timber management shall be scheduled by year and location. Harvest volumes and TSI areas shall be scheduled by area and operating year, and shall be based on timber management objectives specified in the timber management plan

3. Public Meetings

Both plans shall reflect local town objectives and shall be developed from one or more meetings held in the town. The meeting(s) shall be advertised and the State shall be notified of the date of such meeting(s) at least thirty (30) days prior to each meeting.

4. Annual Operating Plan

- a. The Town shall develop an annual operations plan acceptable to the State by 1 April of each year in which such operations are contemplated. The plan shall be in two parts:

- 1) All proposed road construction proposals and capital improvements associated with timber management shall be described and cost estimates prepared. Maintenance and other expenses associated with timber management and other activities shall be described. It is noted here that 20% of regular maintenance costs for the 22-00-0 road and the 9-13 road will be charged to timber management. The State will pay such costs when occurred and then deduct them from gross revenue from timber management.
- 2) Any proposed harvesting operations shall be outlines based on the ten-year operating plan. If there is significant change from the ten-year plan the changes should be detailed.

- b. The plan shall be presented to the State by April 1 of each such year. The State shall have 60 days to respond to the proposed plan. If no response is received within such time, the proposal will be deemed approved. the State shall have the right to inspect the operations.
- c. All capital costs and maintenance expenses associated with timber management shall be divided equally between the Town and the State and be based upon a budget approved by the Town and the State.
- d. A final report summarizing the operations conducted under the plan shall be made upon completion yearly. The report shall be filed with the Town and the State by April 1 of each year.

C. Management Responsibilities

1. The Town will cooperate with the State in planning the management direction for the parcel, will cooperate in preparing the management plan, will prepare annual operating plans and reports, will handle funds in accordance with the lease, and will supervise harvesting and maintenance activities conducted under this lease.
2. The Town and the State shall cooperate to make any necessary salvage or repairs occasioned by the extra-ordinary losses due to fire, wind, flood, insects or other natural forces.
3. The Town shall require all contractors to comply with all local, state, and federal laws, unless waived by the State. The Town, additionally, shall require that any contractor provide the Town with a surety company indemnity bond as security against default. The Town shall also require execution and recording of UCC-I forms securing the Town against loss of timber severed but not paid for. Prior to commencement of any operations the Town shall require contractors to show proof of workmen's compensation and public liability insurance in force during the entire period of the contractor's operation on the land. In the event of bond forfeiture, the proceeds of such forfeiture shall be used to correct damages resulting from default.
4. The Town may, at its option, and where woods scale is necessary, assume responsibility for scaling and bear fifty (50) percent of the cost of such scaling; otherwise, the State shall scale and the Lessee will bear fifty (50) percent of the cost. In accordance with state law, all scaling will be done by a Maine Licensed Scaler licensed in that method of scale.
5. The Town shall prepare a timber sale summary in the format used by the State and shall generally be guided by the State Timber Sales

7/15 6-10-09

WRH 6-12-09

MM 6-10-2008 W&H 6-12-07

~~Manual attached as Exhibit C to this lease.~~ In selecting operators, factors to be considered include equipment, price paid for stumpage, and past experience with the operator. The Town shall document contact with at least three prospective contractors. The operator selected will be reviewed and found acceptable by the Lands Eastern Region Manager, the State, before the Town advises the operator of being selected.

6. The Town will employ the same stumpage permits and timber sales contracts as used by the State, or may employ different permits and contracts, with the written prior approval of the State.
7. The Town shall provide for ongoing operational inspections, including pre-startup orientations with operators, periodic operating inspections and field reviews with the State foresters. Specific arrangements for such supervision shall be documented by the Town in each annual operating plan. The Town shall maintain a log of each inspection.

D. Handling Funds

1. Permits Less than \$500.00 in value

- a. For individual stumpage permits less than \$500.00 in value, the Town shall receive funds, documenting transaction with appropriate documents and ledgers.

The Town shall report on January 1 and June 30 of each year, its total income under this lease to the Director, the State. It shall concurrently submit a check to the Treasurer, State of Maine, for fifty (50) percent of the net stumpage revenue so obtained in each period, after cost adjustments.

The State or State Auditors shall have the right to examine the books kept on these transactions.

- b. The sales under this subsection, shall be made pursuant to stumpage permits approved in advance by the State. Such sales shall be marked wood, and be subject to inspection of performance by the Town.

Sales made under this subsection shall be made in compliance with the management plan.

2. Permits Greater than \$500.00 in value

- a. For sales of timber greater than Five-Hundred Dollars (\$500.00), in value, stumpage in an amount specified by the Town, as agreed by the State, shall be withheld by the purchaser and forwarded monthly to the State together with copies of all scale

slips. Fifty (50) percent of such net stumpage shall be forwarded by the State to the Town, by check issued by the Treasurer, State of Maine, quarterly.

For the incidental sale of wood products not covered through stumpage withholding provisions such as direct mill withholding or withholding by an agent that has agreed to provide withholding services, the Town may make wood sales to mills providing the stumpage value to an individual mill does not exceed \$500.00 monthly. For these sales the Town will withhold stumpage and forward monthly to the State together with copies of all scale slips.

The State or State Auditors shall have the right to examine the books kept on these transactions.

- b. The sales under this subsection, shall be made pursuant to stumpage permits approved in advance by the State. Such sales shall be marked wood, and be subject to inspection of performance by the Town.

The State will submit to the Town copies of all scale slips immediately upon receiving them from processors.

VI. Additional Provisions

A. Subletting, Assignment, Transfer

The Town shall not transfer, assign or otherwise dispose of this agreement or any portion thereof, or of its right, title or interest therein, except to a municipally sponsored non-profit corporation acceptable to the State, without written requests to, and prior written consent of, the Director, the State. No subcontractor or transfer of agreement shall in any case release the Town of its liability under this agreement.

B. Hold Harmless

The Town hereby agrees to hold harmless the State against any claim or loss arising from any act or omission of the Town or its employees or agents for which it may be liable under the Maine Tort Claims Act.

The State hereby agrees to hold harmless the Town against any claim or loss arising from any act or omission of the State or its employees or agents for which it may be liable under the Maine Tort Claims Act 14 M.R.S.A sec. 8101 et seq. to the extent allowable by State law.

C. Entire Agreement

This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation no contained herein.

D. Amendment of Lease:

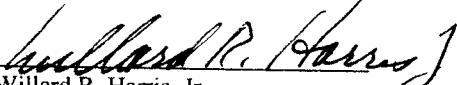
The lease may be amended or altered by mutual agreement of the parties in writing attached hereto.

In Witness Whereof, the Parties hereto, duly authorized, have set their hands
and seals this day first above written.

STATE OF MAINE
Department of Conservation
Bureau of Parks and Lands

Witness

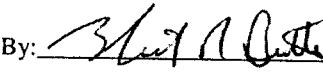

4/12/09

By: 
Willard R. Harris, Jr.
Its Director

TOWN OF AMHERST

Witness



By: 
Brad A. Ostle

Its First Selectman

Appendix D. Amherst Community Forest Agreement

Amherst Community Forest Agreement

This Agreement, dated as of the 10th day of June, 2009, is by and between Forest Society of Maine, a non-profit organization organized under the laws of the State of Maine ("FSM") and the Town of Amherst, Maine, (the "Town").

Whereas the Town and the State of Maine (the "State") will be entering into a lease agreement (Agreement for Lease of Public Lots, see Attachment A) for joint management and revenue sharing of certain lands in Amherst, Maine acquired by the State from Amherst Woodlands, LLC, said lands consisting of approximately 4,974 acres.

Whereas the Town and FSM see a unique opportunity to create the Amherst Community Forest and ensure open access to this Property;

Whereas the Town and FSM have been working with the State of Maine to conserve this Property for its multiple benefits, which include helping maintain the community's rural character;

Whereas the Property contains numerous ecologically and recreationally important resources that would benefit from protection resulting from creation of a community forest;

Whereas the Property is envisioned as being managed for the protection of the ecologically sensitive core area surrounding Partridge, Ducktail, Snowshoe, and Halfmile Ponds and Bald Bluff, and for the sustainable management of the remaining lands, approximately 3,000 acres, for forest products (said remaining lands being the "Non-Reserve Acres"); and

Whereas the Town and FSM agree to work together in establishing the Amherst Community Forest;

NOW, THEREFORE, for and in consideration of the mutual promises and benefits contained in this Agreement, the parties agree as follows:

Article 1: FSM Commitments.

Part 1.1: Amount and Timing of Annual Contributions.

Section 1.1.1. Annual Contributions. FSM shall make annual contributions to the Town, in the amounts and according to the terms specified below.

Section 1.1.2. First Annual Contribution. FSM shall make the first such annual contribution, in the amount of \$6,500 on November 1 following the execution of this Agreement, which is to be signed upon the State acquiring the Property and the Town and State entering into the Lease for joint management and revenue sharing.

Section 1.1.3. Subsequent Annual Contributions. Starting with the second such annual contribution and for each annual contribution thereafter, FSM shall increase its annual contribution by two percent (2%) over the amount of its previous year's contribution. FSM shall make these annual contributions no later than November 1 of each subsequent year.

Section 1.1.4. Off-set. FSM may reduce the amount of its annual contribution in any given year by an amount equal to any revenue the Town has received or is due, since the date of FSM's previous annual contribution, from the Town's interest in the Property including from the use of the Property or from the sales of timber and other resources from the Property (the "Offset Amounts"). In the event the Offset Amounts in any given year exceed the amount of FSM's annual contribution due for that year, any such excess amount shall be carried forward and applied on FSM's behalf against FSM's annual contribution(s) due in subsequent year(s).

Part 1.2: Duration of Contributions. FSM shall continue making annual contributions until the timber volume of the Community Forest Property reaches an average of 11.5 cords per acre over the 3,000 Non-reserve Acres, the level that the parties agree would support a commercially viable and sustainable harvest. Such determination shall be based on the results of cruise data compiled by FSM or the State in accordance with the methodology and assumptions referred to below. Both parties agree that if acts of nature (fire, wind, disease, etc.) result in the 11.5 cords per acre target not being reached within a 25 year period, FSM's commitment to make annual contributions to the Town will end after 25 annual contributions have been made unless both parties agree otherwise.

Part 1.3: Other Support.

Section 1.3.1. Timber Cruises. FSM or the State shall conduct the timber cruise(s) that determine(s) the timber volume in the Non-reserve Acres of the Community Forest Property at a schedule determined by FSM. Timber cruise data will be from trees with a dbh of 6 inches or greater and will exclude non-forested acres. The cruise methodology and assumptions will be consistent with the 2006 cruise done by Lyme Timber (see Attachment B) and used as the baseline for creating this Community Forest.

Section 1.3.2. Timber Management Plan. FSM shall prepare the initial ten-year timber management plan for the Community Forest (as required in the Lease (See Attachment A) and shall update that plan following the first harvest.

Section 1.3.3 Ten-Year Operating Plan. FSM shall prepare the first required (See Attachment A) ten-year operating plan for the Community Forest.

Section 1.3.4 Annual Operating Plan. FSM shall prepare the first required (See Attachment A) annual operating plan to support the first harvest from the Community Forest.

The Town hereby acknowledges that FSM is in no way warranting or guaranteeing the projected growth, volumes and yields set forth therein.

Article 2: FSM's Rights.

Section 2.1 Educational and Research Activities. FSM shall have the right to carry out educational and informational field trips and research and fundraising activities on the Community Forest Property.

Section 2.2 Informational Signs. FSM shall have the right to place informational signs on the Community Forest Property that explain the Community Forest project and the partnership between the Town, FSM, and the State; provided, however, that any and all such signs shall comply with all

applicable state and local laws, regulations, and ordinances pertaining to the location and size of such signs.

Section 2.3. Entry and Inspection. For so long as FSM is making the annual contributions described in Article 1, FSM shall have the right to enter and inspect the Community Forest Property.

Article 3: Town's Commitments.

Section 3.1 Management Plans. For so long as FSM is making the annual contributions described in Article 1, the Town agrees to abide by the terms of the management plans of Section 1.3.

Section 3.2. Reporting. The Town shall report at least annually to FSM all amounts received by or due to the Town resulting from its interest in the Community Forest as described in Section 1.1.4. The Town shall make this information available to FSM a minimum of 45 days prior to the due date of any payments due to the Town from FSM.

Section 3.3 Community Forest Committee. The Town shall establish a citizens' Community Forest Committee within the first year to work with FSM and the State of Maine in the management and conservation of the Property consistent with the objectives herein and in the Lease. FSM shall have a seat on this committee.

Section 3.4 Educational Programs. The Town shall work with FSM to explore the development and implementation of voluntary programs to involve Town residents, school children, and others in the Community Forest.

Section 3.5 Literature. Literature or other information produced specifically regarding the Community Forest shall reference FSM and FSM's role in establishing the Community Forest. Before producing any such materials , the Town shall give FSM an opportunity to review and comment on the materials.

Section 3.6 Fundraising. While not obligated to contribute any funds, the Town will work with FSM on mutually-acceptable, joint fundraising endeavors to support the Community Forest.

Section 3.7 Possible Donation. The Town recognizes that FSM has and will continue to make significant contributions to establish the Amherst Community Forest. Upon conclusion of FSM's monetary support (Section 1.2) and upon the Town receiving revenues from timber harvesting, the Town will consider a financial donation(s) to FSM to support its ongoing mission.

Article 4: Miscellaneous.

Section 4.1 Duration of agreement. This agreement shall terminate at such time the timber volume of the Community Forest Property reaches an average of 11.5 cords per acre over the 3,000 Non-reserve Acres as described in Section 1.2, Duration of Contributions, or 25 years after the date of this Agreement, or at such time as the Property is no longer exempt from real estate taxes, whichever is the first to occur, or as otherwise mutually agreed by both parties.

Section 4.2 Assignment. Neither party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other party.

Section 4.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine (without regard to conflicts-of-laws principles that would require the application of any other law).

Section 4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Community Forest. This Agreement may be modified or amended only by means of a writing signed by both parties.

Section 4.5 Notices. Any notice or other communication in connection with this Agreement shall be in writing. Such notices shall be delivered by registered or certified mail or by Federal Express or a similar overnight delivery carrier to the addresses set forth below:

If to FSM:

Forest Society of Maine
Attn: Executive Director
115 Franklin Street, 3rd Floor
Bangor, Maine 04401

If to Town:

Town of Amherst
Airline Road
Amherst, Maine 04605

In addition, the Town agrees that it shall provide copies to FSM of any and all notices given by it to the State or received by it from the State relating to the Lease.

Section 4.6 Dispute Resolution. When a dispute arises between the parties hereto concerning the Property or the terms of this Agreement which they cannot resolve by informal means, the parties shall seek to resolve the dispute through mediation. In the event mediation is unsuccessful in resolving the dispute, the parties may pursue other options available at law and in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Forest Society of Maine

By:

Date: June 18, 2009

Town of Amherst

By:

Date: June 10, 2009

The State of Maine joins in this agreement for the purposes of indicating awareness of this agreement and consenting to the same, consistent with Section VI (A) of the Lease.

State of Maine
Bureau of Parks and Lands

By: Willard Harris
Its: DIRECTOR
Date: June 12, 2009

Attachment B

Timber Cruise Protocol

Data to be collected:

Plot Levels

Cruiser

Date

Plot Number

Plot location

- In buffer area (Y/N)

Stand Condition

- Cut? (Y/N)
- Stand Volume (cd/acre)
- Next possible harvest date

Tree Level

Species

DBH (1" class)

Products (8' sections)

Top Diameter (optional, default =4")

Plot Layout

- Plots on 10X20 chain grid are to be cruised using a 10 factor prism.
- Plots on 5X10 chain grid are to be cruised using a 15 factor prism
- Plots are oriented true north
- Declination = 17 degrees

If plot lands in non-timber area (swamp, bog, ledge, road, landing, etc) take the plot where it lands and if there are no trees, record as "no tally" and make a note of why. Do not move the plot to adjacent area where there are trees!

Appendix E. Deed Provision for Bald Bluff Mountain Protected Area

Exhibit C
to
Agreement of Sale
Seller: SP Forests L.L.C./International Paper Company
Buyer: G & D Properties, Inc.

Deed provision for Bald Bluff Mountain Protected Area

Bald Bluff Mountain Protected Area: The following described portion of the premises hereby conveyed encompassing a portion of Bald Bluff Mountain and consisting of approximately 198 acres, more or less, shall be maintained in its natural and undeveloped state (the Protected Area) in order to provide for the conservation and preservation of the natural resources within the Protected Area, including, but not limited to, a large, relatively undisturbed mature spruce sloped forest contained within the Protected Area described as: .

A certain lot or parcel of land with the improvements thereon situate in the Town of Amherst, County of Hancock, State of Maine, more particularly described as follows:

Beginning at an iron rod set in the ground on the town line between Township 32 Middle Division and the Town of Amherst, said iron rod having approximate coordinates of N 448,548 feet; E 1,006,921 feet, said iron rod being located **North 78°-59'-00" East** along said town line a distance of 720' feet, more or less, from an iron rod with identifying metal cap marked, in part, No. 351, found at the northwest corner of land of SP Forests L.L.C. in the town of Amherst;

Thence **North 78°-59'-00" East** along said town line, a distance of 4041.5' feet to an iron rod set in the ground;

Thence **South 11°-01'-00" East** through land of SP Forests L.L.C., a distance of 3661.5' feet to a corner of the within described premises;

Thence **North 60°-58'-45" West** through land of SP Forests L.L.C., a distance of 2816.5' feet to a corner of the within described premises;

Thence **South 89°-43'-15" West** through land of SP Forests L.L.C., a distance of 886.5' feet to a corner of the within described premises;

Thence **North 53°-19'-15" West** through land of SP Forests L.L.C., a distance of 1506.5' feet to a corner of the within described premises;

Thence North 11°-01-00" West through land of SP Forests L.L.C., a distance of 570.0' feet to the point of beginning of the within described premises, enclosing 198 acres, more or less.

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1983, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors. All distances referenced herein are Grid Distances. A conversion factor from Grid Distance to Ground Distance is 1.0000994.

Conditions and Restrictions: Any activity on or use of the Protected Area that is inconsistent with maintaining the Protected Area in its natural and undeveloped state shall be prohibited. Without limiting the general application of the foregoing, the following activities and uses are expressly prohibited upon the Protected Area.

- a. Clearing, logging or other harvesting or removal of timber products except either: (i) under limited circumstances where such harvesting or removal is reasonably necessary to guard the Protected Area and the natural resources thereon from disease, fire or other threatening or dangerous condition and only when such allowed harvesting or removal is to be conducted using then-applicable best methods designed to achieve the least damage or interference with the natural resource values of the Property;
- b. Development of the Protected Area, including the placement or construction of any buildings, structures, or other improvements of any kind (including without limitation fences, roads, or parking lots), the above- or below-ground installation of utility systems and residential, industrial or commercial (including commercial recreational) or agricultural uses and activities;
- c. Subdivision or partition of the Protected Area, or any other form of divided ownership, by which individual tracts which together comprise the Protected Area are conveyed separately from one another;
- d. Removal, filling, or other disturbances of soil surfaces, or any changes in topography, surface or subsurface water systems, wetlands, or natural habitat upon the Protected Area;
- e. The installation or display of outdoor advertising structures such as signs or billboards except in a reasonable, lawful, and customary number and placement, without damage to living trees, and only: (1) to state solely the name and/or address of the Protected Area and/or the owners; and/or (2) to advertise the sale of the Protected Area; and/or (3) to post the kind and nature of prohibited actions or uses of the Protected Area and the manner in which to report violations and to whom; and/or (4) to commemorate the history of the Property or its protection hereunder and state and local environmental laws; PROVIDED, HOWEVER, that no sign on the Protected Area shall be electrically illuminated nor exceed sixteen (16) square feet in size;

- f. Mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Protected Area;
- g. Drilling for or removal of oil, gas, or similar materials on or from the Protected Area;
- h. Dumping, injection, burning, burial or storage of man-made materials or any other materials then known or suspected to be environmentally hazardous; and
- i. Installation of towers, antenna and/or communications disks and appurtenant apparatus or fixtures.

Notwithstanding the foregoing, Grantee, at Grantee's election, may permit traditional, non-intensive outdoor recreation on the Protected Area. Traditional, non-intensive outdoor recreation is defined as dispersed, , and non-motorized recreational activities that do not generally rely on buildings or spectator facilities. Such uses may include, but not be limited to hunting, fishing, trapping, hiking, nature observation, picnicking, cross country skiing, snow-shoeing, swimming, camping, outdoor education and nature study, including scientific and archeological research and observation, and enjoyment of open space. Grantee shall have the right to make reasonable rules and regulations for any of the foregoing recreation uses.

Appendix F. Ten Year Timber Management Plan

AMHERST MOUNTAINS COMMUNITY FOREST

**TEN-YEAR
TIMBER MANAGEMENT PLAN**

2009 to 2019



Submitted to the Maine Bureau of Parks and Lands

by the Town of Amherst
with assistance from the Forest Society of Maine

November, 2009

Introduction

This Timber Management Plan is prepared in accord with section V. B. of the June 10, 2009 Timber Management Lease agreement between the State of Maine, Bureau of Public Lands (BPL) and the Town of Amherst. The agreement and plan are in regard to the Amherst Mountains Community Forest (AMCF) (approximately 5,000 acres in total), which includes an ecological reserve component of about 2,000 acres (about 1,800 acres focused on four remote ponds and a significant red pine woodland and about 198 acres in the Bald Bluff reserve) and a sustainably managed working forest component of about 3,000 acres..

Silvicultural Data/Background

The lands comprising the Amherst Mountains Community Forest were owned and lightly managed for many years by a sequence of commercial forestland owners (St. Regis, Champion International, and International Paper (IP)) as part of a much larger forestland ownership. IP's 2003 data shows the property was comprised of the following: Hardwood – 44%; Softwood – 21%; and Mixedwood – 35%.

This property was sold by IP in 2004 to a local forestry/logging business as part of a divestiture of its landholdings in Maine. This new owner agreed to delay harvesting the areas with ecological reserve importance while negotiating with the Forest Society of Maine (FSM) and BPL toward a conservation acquisition of the property. During this negotiation period, however, (2004 to 2006) about 90% of the 3,000 acres in the non-reserve area was harvested, some heavily. No harvesting has occurred on any of the property since September 2006. The state acquired the property in June 2009.

Growth and Yield

As part of the general analysis of the property at the time of the state's purchase, BPL, FSM, and the town agreed that the best assumption for the estimated growth/yield for the property was .33 cords/acre/year.

Timber Inventory Data

Lyme Timber Company and L. E. Caldwell Company conducted a timber cruise on the property after harvesting ceased. It was conducted in two phases, with plots taken in the summer of 2006 and in the fall of 2007 and updated through May 2008. The inventory is an unstratified inventory by timber type and is based on 147 10-factor variable-radius plots in the non-reserve portion and 312 15-factor variable-radius plots within the reserve component.

The analysis estimated the timber volume for the overall property (reserve and non-reserve components) as of May 2008 to be in excess of 62,000 cords of timber, equating to 12.5 cords/acre. (See attached table for details.) The percentage of sawtimber by volume was 33.3% and pulpwood by volume was 66.7%. Spruce-fir accounted for 43.3% of total volume, and hardwood pulp accounted for 31.4% of the total volume. The most common sawtimber species were spruce-fir, red maple, and white pine. Overall, the property was comprised of below average-stocked timberland due to the 2004 to 2006 harvesting, with a large percentage of spruce-fir and red maple (53.1% of total merchantable inventory).

As of May 2008 the total volume for the non-reserve component, alone, was 27,293 cords, which equated to 8.6 cords/acre.

Two growing seasons (2008 and 2009) have occurred since the Lyme-Caldwell timber cruise and analysis. Applying the average assumed growth of .33 cords/acre/year, the timber volume as of the date of this plan (November 2009) is estimated to be 13.1 cords/acre for the total property and 9.2 cords/acre for the non-reserve portion.

Silvicultural Objectives

- Maintain the area of about 2,000 acres as an ecological reserve component with no timber harvesting;
- Manage the overall property toward a goal of maintaining the historic stand proportions of approximately 44% HW, 21% SW, and 35% MW;
- Manage for continual improvement of the timber inventory and ecological and recreational values while sustaining a flow of revenue to the state and town.
- Allow the growth of regeneration, advanced regeneration, and remaining merchantable timber, and maintain shelterwood trees, seed trees, wildlife trees, and vertical stand diversity; and
- Rely on natural regeneration without plantings, herbicides, pre-commercial thinning etc.

Harvesting Priorities

- Within the managed, working forest component (non-reserve), no harvesting is anticipated during the ten-year period of this plan, unless the timber volume threshold stated in the state-town-FSM agreements are met.
- Within the ecological reserve component, there will be no harvesting in perpetuity.

**Timber Volume as of May 2008 on the Amherst Mountains Community Forest -
shown for the ecological reserve and non-reserve components**

(Source: L.E. Calderwood Company – Lyme Timber Company timber cruise as summarized by James W. Sewall Company in its August 2008 appraisal for BPL and FSM)

<i>Amherst Woodlands, LLC - Amherst, ME - May 30, 2008</i>					
Total GIS Acres:	Reserve 1,784	Non-Reserve 3,172	Total 4,956	Bald Bluff 198	
	<i>Timber Volume^a</i>				
	Reserve Volume	Non-Reserve Volume	Prorated ^b Bluff Vol	Total Vol. w/o Bluff	% of Total
Pulpwood:					
Spruce-fir	6,710	3,729	745	9,694	15.6%
Pine	1,400	834	155	2,079	3.4%
Hemlock	1,177	1,726	131	2,772	4.5%
Cedar	728	415	81	1,062	1.7%
Other softwood	20	50	2	68	0.1%
Subtotal softwood	10,035	6,754	1,114	15,675	25.3%
Hardwood	15,296	12,095	1,698	25,693	41.4%
Subtotal pulpwood	25,331	18,849	2,811	41,369	66.7%
Sawtimber/Studwood:	<i>Mbf, Int. 1/4</i>	<i>Mbf, Int. 1/4</i>	<i>Mbf, Int. 1/4</i>	<i>Mbf, Int. 1/4</i>	
Spruce-fir	3,879	1,583	430	5,031	17.6%
White pine	623	281	69	835	2.6%
Red pine	196	206	22	380	1.3%
Hemlock	269	529	30	768	2.7%
Cedar	93	134	10	216	0.8%
Subtotal softwood	5,059	2,732	562	7,230	24.9%
Aspen	21	38	2	56	0.2%
Beech	4	49	0	53	0.2%
White birch	323	194	36	481	1.7%
Yellow birch	117	222	13	326	1.1%
Red maple	719	600	80	1,239	4.0%
Sugar maple	40	43	4	79	0.3%
White ash	3	-	0	3	0.0%
Red oak	13	10	1	21	0.1%
Pallet/Tie	207	76	23	259	0.9%
Subtotal hardwood	1,447	1,232	161	2,518	8.4%
Subtotal sawtimber	6,506	3,964	722	9,748	33.3%
Summary:					
Total softwood	20,769	12,686	2,305	31,150	50.2%
Total hardwood	18,291	14,607	2,030	30,868	49.8%
GRAND TOTAL	39,060	27,293	4,335	62,018	100.0%
PER TOTAL ACRE	21.9	8.6	21.9	12.5	

^a Lyme Timber inventory - Spring 2006 and Fall 2007. Updated by Lyme through Spring 2008.

^b Inventory includes the 198 acre Bald Bluff no harvest area. Lyme did not conduct a separate cruise of this area but indicated that it was similar in composition to the Reserve cruised area.

Appendix G. Summary of Public Process and Responses to Public Comments

Summary of Public Process

Date	Action	Notification	Attendance
March 17, 2010	Advisory Committee Scoping Meeting, Bangor	Mailed invitation to Advisory Committee members	11 Advisory Committee Members, 7 DOC staff
March 17, 2010	Public Scoping Session, Bangor	Mailed invitation to abutters, email invitation to other interested parties Notices to Bangor Daily, Ellsworth American	30 members of the public, 7 DOC staff
April 26, 2010	Advisory Committee First Draft Meeting, Bangor	E-mail sent to Advisory Committee with link to First Draft Plan	11 Advisory Committee members, 3 members of the public, 5 DOC staff
May 10, 2010	Deadline for written public comments on First Draft Plan	Announcement and link to First Draft Plan sent to interested parties	
June 3, 2010	Focus Group meeting with Amherst Community Forest Committee	Invitation coordinated by local committee	9 members of the public, 3 DOC staff
July 13, 2010	Public Meeting on Final Draft Plan	Notices to Bangor Daily and Ellsworth American Email to interested parties	9 members of the public, 6 DOC staff
July 27, 2010	Deadline for written public comments on Final Draft	Announcement and link to Final Draft Plan sent to interested parties	

Written Public Comments and Bureau Response

Summaries of and Responses to Written Comments on the Final Draft and First Draft Management Plans	
(Does not include typographical, grammatical, or formatting comments that have been corrected where appropriate.)	
Comment	Response
Comments on Final Draft – July 6 to July 27, 2010	
From: Trish Michaud, Penobscot Valley 4 Wheel Drive	
<ul style="list-style-type: none"> We found 2 areas we would like to have access to in AMCF. We had taken a ride out last week and meet up with Chuck and Greg. We spoke with them about the small rock pit when you first enter the Unit on the right. They thought it would be a great area for us. Since they will be using the gravel and some of the rock, they thought they would be able to make a small play area for us when they were done with it. There is also a maintenance trail that they went down with us, although we stopped half way down the road it had the promises of being a nice trail. Chuck said he would send the GPS data on it to you. We hope that you will be able to add this into the draft for future use. We look forward to helping as much as we possibly can. 	<ul style="list-style-type: none"> The Plan has been updated to reflect requests from PV4WD for special access and the Bureau's intention to explore the issue further. Environmental, safety and other concerns will need to be investigated before any special use permits could be issued for this use.
From: Mac Hunter, University of Maine and Amherst resident	
<ul style="list-style-type: none"> As you know from previous emails I favor closing Half Mile Pond to ice fishing (based on comments from the IFW fisheries biologist) and similarly I would prohibit direct motorized access. I don't see how one can effectively keep ATVs out (which have generated severe erosion) and allow ready snowmobile access. Disruption of peregrines in March might be an issue too. Access along the spur off the 9-13 road to a point where one has a nice view and a short walk to the pond would seem sufficient. 	<ul style="list-style-type: none"> The Bureau does not regulate fishing on the ponds and streams within the Unit. The Halfmile Snowmobile Trail travels across the Unit for 0.2 miles, providing important local access to Halfmile Pond. This primitive, unimproved trail was authorized by the previous landowner and was recognized and supported by the Bureau's Off Road Vehicle Division prior to our ownership of the land. The Bureau relies on staff expertise to evaluate whether an area or trail is suitable for snowmobile use due to environmental and safety standards. Staff has determined that current snowmobile use is not presenting a threat to nearby peregrines or the surrounding Special Protection area. Efforts will be made to prevent unauthorized ATV use. Impacts on Halfmile Pond and the surrounding area will be monitored and reevaluated as use patterns change.
Comments on First Draft – April 20 to May 10, 2010	
From: Amherst Community Forest Committee	
<ul style="list-style-type: none"> The first issue regards the addition of about 100 acres to "the Ponds" portion of the Non-mechanized Backcountry Recreation area. The lands allocated to Non-mechanized Backcountry Recreation were originally intended as an ecological preserve designed to protect Bald Bluff Mountain, Bald Mountain, several ponds and some relatively pristine forests. Although a review by the State determined that these lands could not be incorporated into 	<ul style="list-style-type: none"> A Concept Plan document, developed prior to acquisition and agreed to by the Town of Amherst and the Bureau, issued guidelines for the management of the Amherst Community Forest (see Appendix B). During the acquisition planning process, maps were also circulated which depicted proposed management boundaries. The final iteration of the Concept Plan Map displayed a proposed ecological reserve area

the Plan as an “ecological preserve”, the Committee supports the DOC alternative to manage these areas for non-mechanized recreation and habitat quality. The first draft of the Plan has increased the overall allocation to this use by adding more than 100 acres adjacent to the west fork of the 9-25 management road. The Committee is concerned about expanding the Non-mechanized recreation allocation. We understand that the new boundary of the protected area improves the edge/core ratio, provides additional watershed protection to Haynes Brook, and provides a buffer for the Bald Mountain red pine forest. However, these habitat considerations come at the cost of a reduced timber allocation. Many of the residents of Amherst have expressed their concern about the potential timber revenue the Town will receive in lieu of taxes—shifting more than 100 acres from timber allocation to Non-mechanized recreation will reduce this revenue. We would like to work closely with the DOC on developing the boundaries of the Non-mechanized Backcountry Recreation area and managing the +100 acres in question.

- The second issue in the draft Plan also relates to the southern portions of the AMCF that are accessed by the 9-25 road. While we agree with classifying 9-25 as a management road, this road provides the only motorized access to a large portion of the AMCF. We would like to work with the DOC on recreation access issues—specifically, where the 9-25 road might be blocked and what type of motorized vehicles are allowed. We understand the issues noted in the draft Plan (see page 29), and would like to explore other issues with the DOC as they relate to hunting, hiking, fishing, snowmobiles, ATV's and other recreational uses. Issues of concern to the Committee include, but are not limited, to the following:
 - We would like to work with the DOC staff and other stakeholders to establish a snowmobile trail to reconnect the 9-25 and 22-000 roads. This will provide an important east/west link and the opportunity to expand regional snowmobile trials,
 - We recognize that protection of Bald Mountain habitats are an important consideration, as noted earlier,
 - Hiking access to Bald Mountain will be affected by the location of parking and a trailhead, and
 - Recreational enhancement of the 9-25 road should include suitable parking and a turn-around point on the 9-25 road.
 - We would also like to take this opportunity to reiterate
- totaling approximately 1,600 acres. Unlike the Concept Plan document, this map was representative with final management boundaries subject to the guidelines of the Concept Plan document and the Bureau’s management planning process, incorporating additional research and stakeholder input. These proposed boundaries were altered several times throughout the management planning process, particularly as we examined watershed boundaries and gained new information on the location of exemplary natural communities. Careful consideration was given to honoring the Concept Plan guidelines, including Timber Management priorities. A special meeting was held with the Amherst Community Forest Committee to discuss allocation design in detail. The Final Plan allocation boundaries differ from the pre-acquisition maps in two key ways. 1) Additional acreage near Bald Mountain and Haynes Brook was allocated as Special Protection Area in order to fully encompass exemplary communities and watershed areas. 2) Additional acreage between the 22-00-0 road and Ducktail and Partridge Ponds was allocated as Timber Management where more sensitive features were lacking or fell outside the watershed boundary.
- The Management Plan does not make recommendations about where the 9-25 Rd should be blocked. Instead, that level of decision making is left to the Bureau’s management staff. This allows flexibility to respond to conditions that will certainly change over the 14-year management period. However, a special meeting and field trip was held in early June to discuss these management decisions in detail. The Bureau will continue to work with the Amherst Community Forest committee to discuss and address these and other recreation issues on the Unit.
 - The Plan specifically recommends we explore linking the 22-00-0 Rd to a planned expansion of the Salt Shed Trail system via the 9-25 Rd and a historical snowmobile trail.
 - No hiking access to Bald Bluff Mountain will be provided and efforts will be made to discourage unauthorized use.
 - Management roads are not maintained for recreation use. However, they are available for public use as long as they are in service and not blocked for public safety or environmental protection purposes. Bureau staff will take care to provide turn-around points in the event of closures.
 - The Bureau’s mission is intended to provide both

<p>several points regarding the economics of forest management and traditional uses of this property by residents of Amherst and the surrounding communities. As this Plan is developed, we must bear in mind the unique partnership that was developed between the community and the state. Amherst is a small town and it has always been an important goal to replace the tax revenue that was lost when the property was acquired by the State. Providing Amherst with timber harvest revenue in lieu of taxes depends on striking a balance between acreage allocated to timber management, and lands managed for other uses or kept in reserve.</p> <ul style="list-style-type: none"> Recreation is one of the most important uses of this land and the Committee certainly recognizes the importance of this land as a regional recreational resource. Indeed, generations of local residents have enjoyed hunting, fishing, trapping and many other outdoor pursuits on this land. Men and women in the community have shared many stories of days spent in pursuit of trout, bear, partridge, deer or a simple hike to a scenic hilltop. We have provided information to the DOC on these traditional recreational uses and we would like to see that information referenced in the Plan. While we recognize that recreational interests have changed over time and the AMCF will draw outdoor enthusiasts from a wide area, we urge the DOC to manage the forest with as much consideration to the economics of the town of Amherst as it has to future recreational uses. 	<p>environmental and economic benefits for Maine. To help accomplish this mission, our resource allocation system is designed to achieve integrated, multiple use management for resources such as wildlife, recreation and timber on our Public Reserved Lands. Although sometimes subject to special guidelines to protect sensitive wildlife and visual resources, timber management is permitted on the approximately 2/3 of the Unit not set aside as Special Protection Area (see Map 4). As mentioned above, these allocation boundaries were carefully designed to maximize the Timber Management area to in keeping with the Concept Plan agreement and without impacting sensitive resources.</p> <ul style="list-style-type: none"> Additional information on hunting, trapping and fishing uses has been incorporated into the Plan. Improved maps better depict recreation areas and infrastructure. Regarding the balance between recreation and the management of timber as a revenue source for the town, the Bureau has demonstrated that multi-use management combined with careful management of forest resources for high quality timber products can generate substantial revenues. Amherst's opportunity is to maximize returns with sound management of the areas on which timber management is allowed – roughly 2/3 of the land.
--	--

From: Board of Selectman, Town of Amherst

<ul style="list-style-type: none"> In the beginning of the “Community Forest” negotiations, there were approximately 1200 acres of land that were designated for an Ecological Reserve. This tract ultimately grew to an agreed upon 2000 acre piece of property. Unfortunately, it came out in Monday’s meeting that it was being considered to remove another 100 plus acres along the 9-25 road from “manageable forest” and put into “reserve property”. We also learned of intentions to close the road itself. We feel this is unnecessary and an aside to all the hard work and hours we put into the original contract. <p>During the meeting on Monday, it was implied that this large parcel of land was too close to Hayne’s Brook to allow motorized traffic on the 9-25 road. The selectman visited this area today and could not find where a State or Town ordinance would be even close to being compromised by leaving this road open.</p> <p>The major reason for the Town of Amherst wanting to enter into the forest agreement was that the State promised “maximized traditional use” of the land. We feel that by arbitrarily closing off acreage and its current access extremely threatens the original intent of the agreement.</p>	<ul style="list-style-type: none"> Please see response to Amherst Community Forest Committee’s comment above. Please see response to Amherst Community Forest Committee’s comment above.
--	--

<p>The Town must insure that motorized public access is not diminished due to the fact that much of the public cannot enjoy this land by any other means.</p> <p>The Town of Amherst realized that it would be losing tax dollars by agreeing to a State owned forest versus privately owned land within its boundaries. This fact paled in comparison to being able to keep our rural lifestyle for generations to come. The contention we have is that removing acreage from our manageable forest without concrete and mutual reasons directly threatens Amherst's revenue stream!</p> <p>The Forest Concept Plan had Amherst's forest yield at .33 cords per acre. Since this estimate was given, the Bureau of Public Lands quotes our yield at .22 cords per acre. As you can see, this is a 30% loss in production. The town has to live with this "natural" decline in revenue, but strongly opposes losing land capable of creating revenue that wasn't designated as such in the original contract. Designating an unqualified parcel of land of over 100 acres as "protected" dwindles the Town's manageable forest area and gives the Town a major financial hit in the future.</p>	
<p>From: Planning Board, Town of Amherst</p> <ul style="list-style-type: none"> • The creation of the Amherst Mountain Community Forest has been a unique and large endeavor for the citizens in a small town. It is apparent to us (via feedback from the members of our community) that there are two paramount issues associated with the state's acquisition of this large parcel of land: 1. Loss of tax revenue on this parcel. 2. Traditional access and use of this land. Members of the planning board have worked in conjunction with the Amherst Mountains Community Forest Committee and town selectman from the beginning. It has come to our attention that significant changes of use and access have been proposed for the 9-25 road and the adjacent area. • During the Friday meeting of May 7th, one member from the Forest Society of Maine stated the 9-25 road does not follow the definition of "traditional use" because the road is only four years old. Nothing could be further from the truth. Although recently rehabbed, the road has been a logging road and recreational access road since the 1960's. We realize that this is an honest mistake but the fact remains that the area has always been open to everybody for all traditional uses since its creation. In regard to motorized access we feel the need to bear in mind many members of the citizenship, due to either age or handicap rely on motorized access in order to start their recreational activity. Asking people to hike all the way from Route 9 into the core of the parcel before they begin to recreate we feel is unreasonable and burdensome. 	<ul style="list-style-type: none"> • Please see previous response to Amherst Community Forest Committee's comments on these issues. • During the planning process, there was considerable discussion about the history of the 9-25 road. There is widespread acknowledgement, and aerial photography confirms, that a significant amount of road work was done between 2003 and 2006 as part of a recent harvesting operation. However, the Bureau has received differing characterizations of how much of this project was new construction versus rehabilitation of old logging roads. The Plan makes no attempt to make this kind of detailed distinction as it is irrelevant to how we determined our management recommendations. Rather, decisions were based on the need to balance public access with environmental, public safety, and maintenance concerns. <p>Please also see previous response to Amherst Community Forest Committee's comments on this issue.</p>

<ul style="list-style-type: none"> Closure of the 9-25 would completely close all but the extreme easterly and extreme westerly sides of this 4,974 acre parcel to what has come to be considered " practical means of access" in today's world. Closure of the 9-25 road would close the entire over core of this large parcel to all but the most physically fit and young members of the citizens of our town and state. <p>To address the issue of revenue, we as a Planning Board cannot condone the reduction of financial return such as would occur by putting another 100+ acres into a non-revenue type environment. We believe the land, with modern forestry practices, will be properly managed for the future and putting it in such a reserve could serve no real purpose. The justification that it protects nearby, more tender areas is at best, a weak argument. In addition, the proposal that redrawing the southern boundary of the "non-mechanized backcountry recreation area" in order to reduce the "high edge core ratio" would fall into the "weak argument" category as well. Throughout the planning process, this was never an issue, the project was sold to the community with the current boundary, and we feel these proposed changes would not have a positive impact on our citizens. The agreement and understanding of the townspeople was that use would be preserved if not expanded but certainly not reduced.</p> <p>In closing, we as a community are eager to see this projects guidelines and parameters finalized and moved into the future in a harmonized partnership with the Bureau of Parks and Lands resulting in a win win situation for the citizens of Amherst, Maine and all those who would recreate here.</p>	<ul style="list-style-type: none"> Please see previous response to Amherst Community Forest Committee's comments on this issue.
---	--

From: Catherine B. Johnson, Natural Resources Council of Maine

- | | |
|---|--|
| <ul style="list-style-type: none"> NRCM supports the provision in the Vision statement that "Roughly 2000 acres with high ecological value, including watersheds surrounding remote ponds and exemplary natural communities be managed for ecological protection and backcountry recreation." Back country areas and areas for ecological protection are most effective when they include some buffer lands between them and areas of more intensive uses. We urge that the full 2000 acres be allocated to these uses and that the area not be decreased in acreage. There was discussion of barricading the road to the east side of Bald Mountain. We support that suggestion as a way to provide as much protection to the Non-mechanized Backcountry Area and the ecologically important area on Bald Mountain as possible. We also support the proposal to discontinue use of the designated "Halfmile" snowmobile trail to the pond. Discontinuing the trail will provide added protection for the Pond fishery, consistent with IF&W's plan to close the pond to ice fishing. It will also reinforce the trail-only use to the pond in the summer and provide additional | <ul style="list-style-type: none"> As proposed in the Final Draft Plan, we made the decision to use the Special Protection allocation, rather than Non-mechanized Backcountry Recreation, in order to better align with the ecological parameters driving our allocation design. The Special Protection Area boundaries were carefully designed to meet the guidelines laid out in the Concept Plan, encompassing whole watersheds when possible and exemplary natural communities. Buffers were utilized to add extra protection to key resources. Although the specific location of potential road blockages is not addressed in the Plan, road access near Bald Mountain will be carefully managed to prevent damage to the sensitive natural communities. As proposed in the Final Draft Plan, the Bureau will allow for the continued use of a 0.2 mile segment of the Halfmile Snowmobile Trail. Please see earlier response to Mac Hunter's comment on this issue. |
|---|--|

<p>protection for the peregrine falcon nesting sites.</p> <ul style="list-style-type: none"> Regarding the lease on Partridge Pond, we encourage efforts to find a way to supply the camp during winter months by snowmobile from the west so as to fully discontinue all ATV use of the trail to the ponds. The current trail to Partridge shows significant signs of ATV use and is an invitation to further ATV use, which is inconsistent with the non-mechanized backcountry allocation. Baxter State Park supplies all of its summer camps during the winter by snowmobile very successfully and it seems likely the same could occur at Partridge Pond, so long as the adjacent landowner continues to permit snowmobile access across its lands. 	<ul style="list-style-type: none"> The Bureau has committed to permitting access to the single camp lease on the Unit. This access will be regulated by Special Use Permit as deemed appropriate by the Regional Manager.
From: Neil R. Butler, Amherst Resident/landowner and Vice Chairman, Amherst Community Forest Committee	
<p>As the former 1st Selectman and Planning Board Chairman in Amherst who has worked on this project for the last seven years I have the following concerns. We seem to be drifting away from the two primary objectives set on day one.</p> <ol style="list-style-type: none"> Traditional outdoor activities such as hiking, hunting, trapping, fishing, camping, cross country skiing/snowshoeing, ATV's and snowmobiling. <ul style="list-style-type: none"> Additional focus on hunting. 	<ul style="list-style-type: none"> Additional information on hunting, trapping and fishing uses has been incorporated into the Plan. Improved maps better depict recreation areas and infrastructure.
<ul style="list-style-type: none"> The 9-25 should be open for motorized use where practical. There has always been a road system in that area. Closing this road will have a significant impact to traditional usage. The interconnect trail between the 22-000 and 9-25 roads should be reestablished. This interconnect offers access for snowmobiling between Bangor and Hancock/Washington counties without having to the Stud Mill Road. Access to Half Mile Pond by snowmobile. The pond is just as spectacular in winter as summer. 	<ul style="list-style-type: none"> Please see previous response to Amherst Community Forest Committee's comments on this issue. The Plan specifically recommends exploring a trail link between the 22-00-0 Rd and a planned expansion of the Salt Shed Trail system via the 9-25 Rd and a historical snowmobile trail. The Plan recommends allowing the continuance of the "Halfmile Trail" snowmobile trail while making efforts to prevent unauthorized ATV use and monitoring impacts on Halfmile Pond and surrounding Special Protection Areas.
<ol style="list-style-type: none"> There would be no financial impact to the Town of Amherst. Lost tax revenues would be made up by harvesting. <ul style="list-style-type: none"> The reduction of an additional 100 plus acres at the end of the 9-25 road with the land used for deer yards and Visual Classification significantly reduces the land available for harvest. With the current growth rate calculated at .22 cords per acre not the .33 cords per acre in the financial plan and the further reduction of harvest area has a significant impact to the town. I am requesting the department take another look at the 100 plus acre and include it in the Timber Management area. 	<ul style="list-style-type: none"> Please see previous response to Amherst Community Forest Committee's comments on this issue.

From: Bill Patterson, Northern Maine Program Manager, The Nature Conservancy of Maine

- | | |
|---|--|
| <ul style="list-style-type: none">I think there was shared sentiment at the March meeting that trail head (on DOC land) signage and access management of climbers could help protect peregrine nests sites even though located off the DOC parcel. Maybe that is adequately reflected later in the management discussions.I believe Tom Charles stated at the March meeting that the statement [regarding total volume for the 3,000 acre timber management area as of May 2008] may be inaccurate? Due to the very young stands dominating the managed forest area at this point in time, 0.33 cords/acre may not be a good assumption for current growth rates (small trees add volume slowly but accelerate with time). Since the attached forest management plan may not be up for revision at this time, you might just want to acknowledge this observation and state that future timber cruise will ultimately determine standing timber volumes... | <ul style="list-style-type: none">The Plan now recommends developing informational signage for climbers accessing nearby Halfmile Pond Cliffs via the Unit in order to help protect nearby peregrine nesting sites.The Plan no longer references specific volume or growth rates. This level of detail is left to the Timber Management Plan and Operating Plans. |
|---|--|

From: Bob MacKinnon and Jim Gordan, lessees

- | | |
|---|---|
| <ul style="list-style-type: none">As you know we have struggled to keep the camp through the events of the past few years and we were a bit skeptical of any new plan and process. We are certainly pleased with both the new plan and process. Chuck, your quick response on our permits is very much appreciated. Unfortunately it is rare that people follow through and make good on what they promise. This is certainly not the case with you folks and we all thank you from the bottom of our hearts! Hope you can both visit us sometime at Partridge. | <ul style="list-style-type: none">Comments appreciated. |
|---|---|

From: Mac Hunter, University of Maine and Amherst resident

- | | |
|---|---|
| <ul style="list-style-type: none">The statement “Based on soils, topography and the 1870 series historic maps, the Unit is unlikely to have any sites (historic Euroamerican or prehistoric Native American)” seems inconsistent with the name of Indian Camp Brook and the possibility that this was a route between the Penobscot and Union Rivers via Great Work Stream.The severe erosion along the Halfmile Trail should be mentioned.The “Salt Shed Trails” are not an existing, used system; they are a potential system.It should be mentioned that large portions of the Unit are highly visible from along Rt 9, and thus are a concern along the state’s main east-west highway.In the statement, “These include spurs of the 22-00-0 Rd as well as significant portions of the 9-25 Rd” the significant portions should read “virtually all”. | <ul style="list-style-type: none">This statement was based on an assessment by Arthur Spiess, Senior Archaeologist at the Maine Historic Preservation Commission.The Plan has been amended to note the erosion on the Halfmile Snowmobile Trail.The Plan has been corrected to refer to the “planned expansion of the Salt Shed Trail system”.The Plan has been amended to include views from Route 9 in the Visual Resources section.During the planning process, there was considerable discussion about the history of the 9-25 road. There is widespread acknowledgement, and aerial photography confirms, that a significant amount of road work was done between 2003 and 2006 as part of a recent harvesting operation. However, the Bureau has received differing characterizations of how much of this project was new construction versus rehabilitation of old logging roads. The Plan makes no attempt to make this kind of detailed distinction as it is irrelevant to how |
|---|---|

- It is confusing which of the two roads that approach Halfmile Pond you are talking about. I would refer to them as west and east or north and south to make it clear rather than “Halfmile trail” and unnamed spur.
- Regarding the recommendation, “Monitor recreation impacts on the red-pine woodland on Bald Mountain”, currently there are none and I believe that it should not be encouraged because of the site’s fragility. A trail to allow hikers to access open summits with views would make sense along the ridge south of Partridge Pond; it could be part of a trail connecting Partridge and Half Mile Ponds
- The location of this barrier [along the 9-25 Rd] is my main concern. I believe it should be within sight of Rt 9 because the constant traffic there will deter people from crossing the barrier. There are other reasons, elaborated upon in earlier emails, for limiting the portion of this road that can be driven.
- Continue this sentence “Explore the potential for linking the 22-00-0 Rd to the nearby Salt Shed Trails via the 9-25 Rd and a historical snowmobile trail” with “or a more recently used trail that parallels Rt 9 along the north side. And it should read “A” Salt shed system, not “the” because they don’t now exist.
- Regarding the statement, “The Bureau will cooperate with IF&W in the monitoring of game species, including deer, moose, grouse, and black bear”, what about trout and other fish? All the ponds are small enough to be vulnerable to overfishing and the same may be true of Haynes and Indian Camp Brook.

we determined our management recommendations. Rather, decisions were based on the need to balance public access with environmental, public safety, and maintenance concerns.

- The Plan has been amended to better distinguish the 9-13 Rd from its spur towards Halfmile Pond.
- No hiking access to Bald Bluff Mountain will be provided and efforts will be made to discourage unauthorized use.
- The Plan leaves open the question of where the 9-25 Rd should be blocked. Rather, the Plan recommends restricting public motorized access as necessary on the 9-25 road to prevent unauthorized motorized use within the Special Protection area and to address environmental and maintenance concerns.
- The recommendation has been amended to address the need for as well as the potential for this trail link. An analysis of alternative trail locations would be part of the process.
- The Plan has been amended to reflect the Bureau’s commitment to working with IF&W to monitor both wildlife and fish species.

From: Steve Shepard, Amherst resident and Chair of Amherst Community Forest Committee

- The Town’s Advisory committee was formed in Nov 2009, not Feb. 2010. We held our first meeting in December.
- Change carabiners to anchors (it’s possible that carabiners may have been left behind, but the permanent fall protection that are drilled into rock are called “anchors” or simply “bolts”).

- The Plan is referring to the “Public Advisory Committee” created as part of the Bureau’s Management Planning process rather than the local Amherst Community Forest Committee. The Plan has been amended to better distinguish between these two similarly named committees.
- The suggested edit has been made.

From: Tom Sidar, Executive Director of Frenchman Bay Conservancy

- If Partridge Pond is truly native brook trout, it should be managed appropriately. Artificial lures only, no ice fishing , lower bag limit, slot size for x” to y”, closed during spawning, etc.

- Partridge Pond is stocked annually with brook trout. Halfmile Pond contains a native brook trout population. The Bureau does not regulate fishing on the ponds and streams within the Unit.