

14. Sustainable Forestry Principals

14. SUSTAINABLE FORESTRY PRINCIPLES

In response to our discussion with LUPC Staff and others on the topic of sustainable forestry principles (a.k.a. Outcome Based Forestry, or “OBF”), the Concept Plan has revised the Sustainable Forestry Principles to better illustrate the policies and metrics that will apply to forestry in the Plan area.

- **Text Changes in the Concept Plan**

- **Amend page 19, E,4,a as follows:**

- a. **Sustainable Forestry Requirements:** Forestry activities within the Plan area will be conducted as follows.

- i. All forest management activities are subject to sustainable forest management practices that are based on ecologically sound, economically appropriate, and socially responsible outcomes (known as Outcome Based Forestry, or OBF). OBF is a program of the Maine Forest Service, authorized by statute at 12 M.R.S. § 8869(3-A), that, among other things, required “at least the equivalent forest and environmental protection as provided by existing rules and any applicable local regulations.” These practices include watercourse and wetland buffer requirements that meet or exceed current Commission and Maine Department of Environmental Protection regulations, aesthetic timber harvesting practices to minimize the visual impact of harvest operations, maintenance of biological diversity to maintain healthy populations of flora and fauna, and promotion of overall forest health. See Sub-Chapter IV, Section 10.30.
 - ii. Forest Management activities within development areas will be required to use aesthetic management practices in the most highly visible areas, i.e., hillsides and viewsheds of the four lakes and thoroughfares. Prior to any harvesting activity, Petitioners will identify those areas that are considered of moderate or high scenic value. Within these identified areas, Petitioners have committed to using selective harvesting techniques exclusively, which will remove approximately only 30% of the standing timber on an individual tree basis, retaining the majority of the forest cover. The outcome is a harvesting operation that will retain its aesthetic appeal when seen from public viewpoints and provide sufficient buffering to minimize visual impacts from ongoing forest management operations.
 - iii. Forest management activities in the Plan area will only be conducted in accordance with a long-term Forest Management Plan that will guide establishment of sustainable harvest levels and habitat and biodiversity objectives and constraints. Overall management activities will be subject to independent third-party verification by a recognized forestry certification program (such as ~~American Tree Farm System~~ Forest Stewardship Council or Sustainable Forestry Initiative).

- **Add a new Appendix D:** The Forestry Management Plan referenced in the Conservation Easement has been relocated from Volume 1 of the application materials to Volume 2.

- **Text Changes in the Chapter 10**

- **Revise/replace 10.30 with the following:**

10.30 SUSTAINABLE FORESTRY MANAGEMENT PRACTICES

All timber harvesting in the Plan area shall comply, where applicable, with Section 10.27,E; the provisions of the agreement, Outcome Based Forestry Agreement # 2015-1, between Irving Woodlands LLC and the Department of Conservation, Maine Forest Service, dated May 07, 2015, as may be amended on one or more occasions and so long as it remains in effect (“OBF Agreement”); and the outcome-based forestry principles pursuant to Title 12 M.R.S., Section 8869, Subsection 3-A, as may be amended from time to time (“OBF Statute”).¹ Where there is a conflict among these, the outcome-based forestry principles pursuant to Title 12 M.R.S., Section 8869, Subsection 3-A, as may be amended from time to time shall govern.

A. Application of Sustainable Forestry Principles

1. **Anti-backsliding.** If at any time during the life of the Concept Plan the OBF Agreement or the OBF Statute is not renewed or otherwise no longer effective, including if the land is sold, the landowner shall be required to continue to meet standards at least as stringent as those pursuant to the OBF Agreement and to develop a sustainable forestry management plan that is based on Sustainable Forestry Principles, the OBF Agreement, and approved by the Commission, with input from Maine Forest Service and, when within the area protected by the Conservation Easement, by the easement holder. The intent of this provision is to ensure that the Sustainable Forestry Principles within this Concept Plan remain effective even if the OBF Agreement or OBF Statute is no longer in effect to ensure that future regulatory provisions are no less stringent than those established in the OBF Agreement.
2. **Antidegradation.** Overall levels of habitat quality achieved within the Plan area pursuant to these Sustainable Forestry Management Practices shall be maintained and protected, consistent with the OBF Agreement and OBF Statute.

B. Goals and Outcomes of Forest Sustainability

1. Water Quality, Wetlands, and Riparian Zones

The Plan area has a diverse range of aquatic habitats, including bogs, fens, thoroughfares, wetlands, streams, lakes, and ponds, that are recognized for their water quality and the quality of their fisheries, their undeveloped shorelines and riparian areas, and their ecological values. Forestry activities in the Plan area will meet and or exceed the current LUPC or MEDEP standards for setbacks and buffering through adoption of the Addendum.

¹ Explanatory note: Timber harvesting in protection and management districts is regulated by the Maine Forest Service. (See P.L. 2001, ch. 599.)

To minimize siltation and associated water quality degradation, new forestry roads shall be sited to minimize the number of stream crossings and will use current LiDAR or comparable data to make road layout and water crossing siting decisions. Design of required crossings and for replacement culverts or bridges shall incorporate a 15% increase in flow calculations over the standard design requirements to anticipate the effects of potential climatic changes in the Plan area.

2. Soil Productivity

Soil productivity is important for regrowth of the forest resource. Forestry activities within the Plan area will be conducted pursuant to policies to maintain or improve site productivity. This will include setting specific policies for limiting the total amount of roads and landings within the Plan area and establishing site disturbance procedures for rutting. No more than 5% of the land base will be in forestry roads or landings within the areas that are zoned as M-FRL-GN. Rutting, which can cause erosion and soil compaction, is not allowed within watercourse buffers. If rutting begins to occur during the operation, the operation shall cease until the problem can be resolved. Outside of a water course buffer, no more than 30% of trails shall contain a rut (ruts are 12 inches deep and 60 feet long) in any given harvest area.

3. Timber Supply and Quality

The timber supply within the Plan area is diverse and of high quality. To help sustain the timber supply and quality silviculture, activities will focus on stand tending and planting programs that optimize growth and long term forest health. Clearcut areas with good site productivity will be replanted to a variety of spruce species, depending on soil types. Tolerant hardwood stands will be managed using selective harvesting to create uneven aged stands.

Planting and tending levels shall be determined as part of a forest management plan that is updated on a rolling basis.

4. Aesthetic Impacts of Timber Harvesting

The Plan area has scenic qualities and aesthetic values that are intrinsic to the recreational resources and overall enjoyment by visitors. As part of the development of a Forest Management Plan, planners shall identify, with input from stakeholders, areas that may have scenic or aesthetic value in the areas that are targeted for forestry activity. Within these areas, harvest operations will use methods that minimize the visual impacts. In addition, all forestry and planning staff will be trained in methods to minimize visual impact.

Forest management activities within development areas shall use aesthetic management practices, which will include at least the following:

- a. Areas that are considered of moderate or high scenic value will be identified prior to any harvesting activity;

- b. Within the areas identified as having moderate or high scenic value, only selective harvesting techniques will be permitted, which will limit tree removal to approximately 30% of the standing timber on an individual tree basis and retain the majority of the forest cove;
- c. Screening or buffering, as necessary, along road corridors or along trails to minimize visual impact based on harvesting activities and traffic volumes; and
- d. Highly visible locations (such as hillsides) with moderate or high scenic value will be modeled to identify potential visual impacts before operations begin and management planning will be adjusted to minimize impacts.

5. **Biodiversity**

The Plan area has a diverse and extensive range of wildlife, forest, meadow, and other terrestrial habitats, including habitats of rare, threatened and endangered flora and fauna, natural communities, and places of significant ecological value. The maintenance of biological diversity with healthy populations of flora and fauna will be assured through a variety of practices including:

- a. **Deer Wintering Areas (DWAs).** Using current scientific and biological data, DWAs will be identified and managed to maintain or improve the quality of their habitat. Management of DWAs outside of State regulated areas will continue to be coordinated with Maine IF&W or its successor through cooperative agreements and partnerships.
- b. **Late Successional Forest Policy.** Currently there are 2,500 acres of late successional forests within the Plan area. These are important habitats for plant and animal species that rely on a mixture of dead and fallen trees and multiple canopy layers. Ten percent of each of the 5 major stand types of concern (old tolerant hardwood stands, old tolerant mixed wood stands, old cedar stands, old pine/hemlock stands, old softwood stands) will be maintained by acreage in late successional stage(s).
- c. **Snag Policy.** As part of the forest management and harvesting operations, portions of standing dead and coarse woody debris across the harvest areas will be maintained. Where practicable, trees containing active stick or cavity nesting birds, large hollow trees that are providing wildlife dens or nests, and trees with decay exhibiting heavy use by cavity excavating birds should be left standing. In even aged harvesting prescriptions, these trees could form the nucleus of an island. If these trees are located near the edge of a block or an adjacent riparian zone, small adjustments to the block boundary should be made.
- d. **High Conservation Value Forests.** At locations within the Plan area that are identified as High Conservation Value Forests, harvesting operations will be managed so as to minimize impacts to them or to avoid those areas altogether. High Conservation Value Forests are those that possess one or more of the following attributes: (1) forest areas containing globally,

regionally, or nationally significant concentrations of biodiversity values; (2) forest areas that are in or contain rare, threatened, or endangered ecosystems; (3) forest areas that provide basic services of nature in critical situations (e.g., watershed protection or erosion control); or (4) forest areas fundamental to meeting the basic needs of local communities (e.g., subsistence or health) or are critical to local communities' traditional cultural identity (e.g., areas of cultural, ecological, economic, or religious significance identified in cooperation with such local communities).

- e. **Important, Rare, Threatened, and Endangered Habitats.** Within the Plan area, there are areas that provide important habitat for rare, threatened, and endangered species. These include stick nests, rare plant sites, and smelt streams. These areas will be managed using techniques such as, but not limited to, timing of activities, maintaining buffers, and/or avoiding the area altogether.

- f. **Riparian Zones.** Within the Plan area riparian zones will be maintained to provide shade and protection for lakes and streams. Riparian zones shall be a minimum width of 100' on either side of permanent streams and 25' in width on either side of intermittent streams. This large area of interconnected riparian zones also creates corridors for many different species to utilize for travel and foraging.

C. Public Accountability

Forest management activities in the Plan area will be subject to third-party verification by a recognized forestry certification program for sustainability (for example, Forest Stewardship Council or Sustainable Forestry Initiative). A Forest Management Plan must be developed and approved by a licensed forester. Contractors must employ at least one Certified Logging Professional. As part of the third party certification an annual audit and site inspection will be required and the results will be made available to the public.

D. Economic Considerations

The working forest is an important part of the local and regional economy. The majority of the Plan area will remain available as “working forest” that contributes to the overall local economy, including businesses like pulp and paper mills, saw mills, harvesters, and many more.

E. Social Considerations

Access to private timberlands for hunting, fishing, ~~camping~~, boating, snowmobiling, ATV riding, and other low-intensity recreational activities is an intrinsic aspect of the culture of Northern Maine. Traditionally managed access for recreational purposes will continue as long as such uses do not conflict with forest management operations or landowner values. This includes adopting the appropriate management policies for

recreational users (for example, ATV and snowmobile use) and committing to allowing managed access to the Plan area.

F. Forest Health

Overall forest health is critical to the sustainability of the ecological and economic success of a working forest. Within the Plan area, ongoing actions to maintain forest health will continue, such as insect and disease monitoring/management, fire suppression activities, and other forest health actions.

OUTCOME-BASED FORESTRY AGREEMENT #2015-1

This agreement by and between IRVING WOODLANDS LLC (the "Participant"), the DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY, MAINE FOREST SERVICE (the "MFS") is entered into pursuant to 12 M.R.S § 8003(3)(Q), § 8868 (2-B) and § 8869 (3-A) and (7-A), and in accordance with MFS Forest Policy and Management Division procedures.

Whereas, the Maine Legislature has defined outcome-based forestry as "a science-based, voluntary process to achieve agreed-upon economic, environmental and social outcomes in the State's forests, as an alternative to prescriptive regulation, demonstrating measurable progress towards achieving statewide sustainability goals and allowing landowners to use creativity and flexibility to achieve objectives, while providing for the conservation of public trust resources and the public values of forests," 12 M.R.S. § 8868 (2-B) and

Whereas, in its 1999 State of the Forest report, the MFS stated that the state has "reached the limits of what a command and control regulatory framework has to offer [with respect to regulation of forest practices]. Command and control regulation has many limitations and may result in unintended consequences, such as forest fragmentation and premature harvesting to recover equity in a forest investment. The Maine Forest Service believes that the state should begin to focus more on outcome-based forestry regulation, on the premise that this approach will do more to promote, stimulate and reward excellent forest management yet still provide a baseline of regulatory protection for critical public resources;" and

Whereas, the Maine Legislature has endorsed outcome-based forestry and directed the MFS to pursue outcome-based forestry agreements consistent with legislative direction; and,

Whereas, outcome-based forestry is intended to be a long term approach to ensuring the sustainable management of Maine's forests; now therefore,

The Participant and the MFS agree as follows:

1. Authority: Pursuant to 12 M.R.S. Chapters 801 and 805, subchapter 3-A, the MFS has regulatory authority over the activities described herein.
2. Partner to this agreement: The Participant is a landowner and/or involved in forest management in the state of Maine. The Participant's primary office is located in St. John Plantation, Maine.
3. Location: The Participant manages approximately 1.25 million acres in the state of Maine.
4. Application of this agreement; forest management plan: This agreement applies to all forest management activities on lands owned by Allagash Timberlands, LP,

Aroostook Timberlands, LLC, and Maine Woodlands Realty (as described in the Forest Management Plan) that are managed by the Participant in Maine (the "Property"). The J.D. Irving Northern Maine Woodlands 2013 - 2037 Strategic Forest Management Plan dated July 2013 (the "Forest Management Plan") is incorporated in this agreement by reference, as it will guide the Participant on its activities on the Property. The Participant's Forest Management Plan has outlined targets for opening size, age class distribution, and harvest levels by silvicultural prescription. The Forest Management Plan will be updated and revised from time to time at the discretion of the Participant's Chief Forester to reflect substantive changes.

5. Interpretation of this agreement: In the context of this agreement, the use of terms including, but not limited to, "maximize," "minimize," and "optimize," and other similar terms are understood to mean that the landowner will take reasonable measures to achieve the specific outcomes identified.

6. Panel of technical experts: As required by 12 M.R.S. § 8869 (3-A); the Governor of Maine has established a panel of technical experts (the "panel") to work with the Director of the Maine Forest Service to implement, monitor and assess the results of outcome-based forestry agreements. The makeup of the panel may change from time to time at the discretion of the Governor of Maine. Present membership on the panel is:
 - A. Michael Dann, Forester;¹
 - B. Gary Donovan, Certified Wildlife Biologist;
 - C. Maxwell L. McCormack, Jr., Research Professor Emeritus of Forest Resources, University of Maine;
 - D. David B. Struble, State Entomologist, Maine Forest Service;
 - E. Peter Triandafillou, VP Woodlands, Huber Resources; and,
 - F. Robert G. Wagner, Director, Center for Research on Sustainable Forests, University of Maine, and Henry W. Saunders Distinguished Professor in Forestry.

7. Desired outcomes of Outcome-based Forestry:
 - A. Compliance with the state's forest sustainability goals and outcomes for soil productivity; water quality; wetlands and riparian zones; timber supply and quality; aesthetic impacts of timber harvesting; biological diversity; public accountability; economic and social considerations; and, forest health (see Appendix).

¹ Mr. Dann recused himself from working on this agreement to avoid the appearance of a conflict of interest.

- B. Improve timber quality and quantity through active forest management while reducing the forest's susceptibility to disease, insect infestations and damage caused by fire, wind and climate change.
 - C. Increase reforestation success, growth rates, and/or timber quality on site specific areas and on a landscape basis, using a variety of forest management techniques that may include but are not limited to the establishment of planted areas, vegetation management, matching species to site, tree improvement techniques, fertilization, and pre-commercial and commercial thinning.
 - D. Implement a credible program to maintain and protect adequate critical deer wintering habitat. The Participant shall confer with the Department of Inland Fisheries and Wildlife during the preparation and any necessary implementation of the program.
 - E. Continued certification to the standards of a nationally recognized sustainable forest management certification program.
8. Exemptions from certain requirements of 12 M.R.S. § 8869 and MFS Chapter 20 Rule, Forest Regeneration and Clearcutting Standards: Provided that the Participant satisfies the conditions set forth in Section 7 of this agreement, the Participant is exempt from the following requirements of law and rule:
- A. Chapter 20 Rule Sections 5.A. and 6. The Participant will not create clearcuts larger than 250 acres without securing express written approval from the MFS.
 - B. 12 M.R.S. § 8869 (2-A) and Chapter 20 Rule Section 5.B. (clearcut separation zones).
 - C. 12 M.R.S. § 8869 (3) and Chapter 20 Rule Section 5.C. (forest management plans for individual clearcuts larger than 20 acres).
 - D. 12 M.R.S. § 8883-B (1) and Chapter 20 Rule, Section 3.A.3. (prior notification, submission of harvest plans to the MFS for individual clearcuts larger than 75 acres).
 - E. Chapter 20 Rule, Section 5.C.3.b. (certification of establishment of clearcuts).
 - F. Chapter 20 Rule, Sections 4.C. and 5.C.3.a. (certification of regeneration of clearcuts). Notwithstanding such exemption, the Participant will measure regeneration success on clearcuts, the results of which shall be made available for inspection by the MFS and the panel. In cases where regeneration is found to be inadequate, the Participant will implement a reforestation strategy in a timely fashion.
9. Modifications to certain requirements of 12 M.R.S. § 8869 and MFS Chapter 20 Rule, Forest Regeneration and Clearcutting Standards: The Participant may operate subject to the following modifications of law and rule:

- A. Chapter 20 Rule, Section 3.A.3. The Participant must file one harvest notification per township harvested per two years. The Participant is not required to file harvest notification amendments with the MFS. However, the Participant is required to internally maintain adequate documentation of harvest activities by township to permit harvest inspections by the MFS and to facilitate work of the panel.
10. Participant commitments: The Participant agrees to and commits to the following as good faith demonstrations of its commitment to practice forestry in a manner that provides at least the equivalent forest and environmental protection provided by existing rules and any applicable local regulations:
- A. The Participant shall maintain certification status with a nationally recognized sustainable forest management certification program.
- B. A member of the panel or a mutually agreeable designee shall be permitted to participate in any independent third party review of the Participant's forest management practices, and to provide input to the independent third party on behalf of the panel.
- C. The Participant shall invite one member of the panel or a mutually agreeable designee to attend meetings and provide input to the Participant's Forest Research Advisory Committee.
- D. As per the understanding reached with the Legislature's Agriculture, Conservation and Forestry Committee during its deliberations on Public Law 2013, Chapter 542, An Act To Clarify Outcome-Based Forestry, the Participant shall annually invite members of the committee to review the Participant's operations and management in the field.
- E. The Participant shall document results of its efforts to improve measurably the quantity and/or quality of its timber resource. In addition to documentation of compliance with applicable certification standards, the Participant shall provide evidence of attainment of the desired outcomes described in Section 7 of this agreement through the use of metrics outlined in Section F, below.
- F. The Participant shall annually report to the MFS information about its harvest management and silvicultural metrics including, but not limited to:
1. Acres of high risk separation zones harvested during the past year.
 2. Trends in silvicultural investments, including, but not limited to precommercial thinning and competition control, organized by Forest Operations Notification number or where commercial harvesting has not taken place in a township, by individual township.

3. Estimates of harvest acreage summarized for the coming five-year period by silvicultural prescription, including overstory removal, commercial thinning, shelterwood, and clearcut.
 4. A more specific annual harvesting plan that describes the planned acreage for harvest for the upcoming year in each township by prescription, with clearcuts exceeding 250 acres individually mapped and identified.
 5. Annual harvest summary for the previous year, provided within 60 days of year end, a summary of the area harvested over the previous year by prescription (actual versus plan) and total volumes. Information will be made available for sites visited by the panel. The Participant will continue to provide information on acres harvested by harvest type, by township, as required on the "Confidential Report of Timber Harvest."
 6. Annual regeneration report for clearcuts. Acres planted by species and site class, organized by Forest Operations Notification number or where commercial harvesting has not occurred in a township, by individual township. Where available, information will be provided for sites where the panel conducts field verifications.
 7. Road density (miles per acre of ownership by township).
 8. Harvest opening size distribution (acres by opening size class for each harvest prescription by township).
 9. Development stage distribution (acres by development stage within each broad cover type class by township). Development stages to be reported are: regeneration, sapling, young, immature, mature, and overmature.
- G. The Participant shall prepare and submit a report of the average clearcut size and total clearcut areas on an annual basis.
- H. A Maine Licensed Forester in the employ of the Participant shall review and approve the landowner's Forest Management Plan.
- I. Harvests will be laid out with consideration for visual aesthetics in areas of moderate and higher visual sensitivity. The Participant's forest management staff will be proficient in managing and receive periodic training for visual aesthetics.
- J. The Participant will prepare an annual report regarding its efforts and any active management undertaken to maintain and protect critical deer wintering habitat.
- K. The Participant will accommodate other reasonable requests for information made by the MFS and the panel as mutually agreed upon.

11. Sale and purchase of lands:

- A. The Participant will be permitted to add any lands their ownership group purchases to this agreement, provided that the Participant promptly includes those same additional lands in its forest certification program and its management strategy and plans, and provided the Participant manages the lands to the same standards as the rest of its ownership. Similarly, this agreement does not prohibit the Participant from selling some or its entire ownership group lands to an unaffiliated third party.
- B. Any lands sold would immediately upon transaction closing be removed from governance under this agreement and would be required to fully comply with all forest practices regulations for all subsequent activity. Any remaining lands managed by the Participant would continue to be governed by this agreement provided the lands remain credibly third party certified and managed according to the strategy outlined in the management plan.
- C. The Participant shall notify the MFS of any sales or purchases of land covered under this section within 30 days of closing.

12. Confidentiality:

- A. The parties recognize that portions of documents and other information that the Participant may be required, or may elect, to provide or make available to the MFS or the panel (irrespective of the form or manner in which such information is provided or made available) pursuant to or in connection with this agreement may contain information that constitutes a trade secret (as defined in 10 M.R.S. § 1542 (4)) or proprietary information (as defined in 12 M.R.S. § 8869 (13)), the public disclosure of which, or the use of which, other than for the express purposes set forth in this agreement could result in competitive harm and/or economic loss to the Participant or its subsidiaries and affiliates.
- B. The parties also recognize that pursuant to the Maine Freedom of Access Act ("FOAA"), the MFS, as a division of an agency of the state of Maine, has an obligation to make records in its possession available to members of the public, except in limited and defined circumstances. 1 M.R.S. § 402 (3) and § 408 (1). Some of those exceptions may apply to documents and other information provided or made available by the Participant to the MFS or the panel.
- C. Specifically, 1 M.R.S. § 402(3)(A) exempts from disclosure "[r]ecords that have been designated confidential by statute." Two statutes may apply to information the Participant provides or makes available pursuant to this agreement and may exempt some information from disclosure under the FOAA.
- D. 10 M.R.S. § 1542(4) designates certain information as trade secrets and not subject to disclosure by governmental subdivisions or agencies. Maine statute defines a trade secret as follows:

1. "Trade secret" means information, including, but not limited to, a formula, pattern, compilation, program, device, method, technique or process, that:
 - a. Derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and
 - b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

E. In addition, 12 M.R.S. § 8869 (13) provides:

Confidential information.

Information provided to the bureau² voluntarily or to fulfill reporting requirements for the purposes of establishing and monitoring outcome-based forestry areas, as created pursuant to section 8003, subsection 3, paragraph Q, is public unless the person to whom the information belongs or pertains requests that it be designated as confidential and the bureau has determined it contains proprietary information. For the purposes of this subsection, "proprietary information" means information that is a trade secret or production, commercial or financial information the disclosure of which would impair the competitive position of the person submitting the information and would make available information not otherwise publicly available. The bureau, working with the landowner and the panel of technical experts appointed under subsection 3-A, may publish reports as long as those reports do not reveal confidential information.

F. Therefore, if the Participant believes that information it is providing to the MFS or the panel "voluntarily or to fulfill reporting requirements for the purposes of establishing and monitoring outcome-based forest policy areas," is "proprietary information" as defined in 12 M.R.S. § 8869 (13), it must request that the information be designated as confidential by the MFS. If the MFS determines that the information being provided contains "proprietary information," the MFS will designate that information as confidential. The MFS will notify the Participant whether the information has been designated as confidential or not within a reasonable period of time.

Notwithstanding the foregoing, the parties agree and acknowledge that the information listed or described on Schedule A to this Agreement shall be treated as having been designated by the MFS as proprietary and confidential without the requirement of a review on a case-by-case basis.

G. If the MFS receives a request for information under the FOAA that it has designated as confidential, it will notify the Participant of that request within a

² "Bureau of Forestry" and "bureau" are the statutory references to the Maine Forest Service.

reasonable of time. The MFS will also notify the Participant if it plans to disclose the information or deny the request.

- H. The Participant may require any panel member participating in the forest management certification audit to sign a confidentiality agreement. This agreement must be similar in scope and content to any confidentiality agreement required by the Participant of the auditor and/or any other participants in the audit. Information designated hereunder as confidential or proprietary shall not be made available to any panel member who has not executed such a confidentiality agreement.
- I. The parties recognize that the final determination about whether information is exempt from disclosure under the FOAA rests exclusively with Maine's courts. The parties also recognize that the MFS is bound by any decision rendered by a Maine court and that the MFS will comply with any final decision issued by a Maine court. The MFS reserves the right to appeal a decision issued by a Maine court if it determines in good faith that the decision contains an erroneous interpretation of the FOAA. 10 M.R.S. § 1542(4) or 12 M.R.S. § 8869 (13). The Participant also remains free to exercise its legal rights, including any appeal rights it might have, regarding any decision issued by a Maine court.

13. Representations and Warranties. The MFS hereby represents and warrants to the Participant that as contemplated by 12 MRS § 8003 (3)(Q), after giving effect to this agreement, the MFS will not have designated more than six (6) outcome-based forestry agreement areas.

14. Reimbursement: The Participant shall pay the MFS a reasonable annual fee for its participation in outcome-based forestry, not to exceed \$10,000 annually.

15. Duration of this agreement: This agreement takes effect on 01 June 2015 and terminates on 31 May 2020. It is renewable at any time by mutual, written agreement between the MFS and the Participant.

16. Amendments; Entire Agreement: This agreement may be amended at any time by mutual, written consent of the parties. This agreement constitutes the entire agreement between or among the parties hereto with respect to the subject matter hereof, and supersedes any and all prior oral or written expressions, agreements or understandings with respect thereto.

17. Termination of this agreement: This agreement may be terminated prior to the expiration of the term:

A. By mutual agreement of the parties.

B. By the Participant, effective upon at least ninety (90) days prior written notice to the MFS.

- C. By the MFS effective upon at least ninety (90) days prior written notice to the Participant in the event that the Participant has materially breached any provision of this agreement and has failed to cure such breach to the reasonable satisfaction of the MFS within such ninety (90) day period (or, in the event that such cure cannot reasonably be effectuated within such ninety (90) day period, such longer period as may reasonably be required, provided that the Participant continues to diligently pursue such cure.

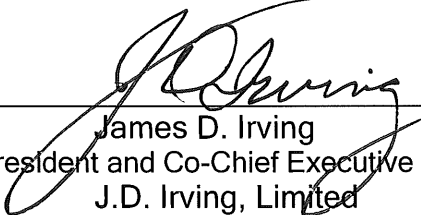
The parties agree and acknowledge that the termination of this agreement shall result only in the prospective loss to the Participant and the Property of the exemptions set forth in Section 8 hereof, and that any actions, omissions, conditions or circumstances arising or prevailing prior to such termination or expiration shall be covered by the exemptions provided pursuant to Section 8 hereof.

- 18. Official Record: This agreement shall not be effective nor become part of the official record unless and until it is signed by the Director of the Maine Forest Service.




IN WITNESS WHEREOF, the parties hereto have executed this Outcome-based Forestry Agreement consisting of 13 (thirteen) pages, including Schedule A and the Appendix.

Irving Woodlands LLC

By:  Date: June 22, 2015
James D. Irving
Co-President and Co-Chief Executive Officer
J.D. Irving, Limited



Department of Agriculture, Conservation and Forestry, Maine Forest Service

By:  Date: June 25, 2015
Douglas Denico
Director, Maine Forest Service

Schedule A. List of Proprietary and Confidential Information

The Participant has requested and the Director of the Maine Forest Service has determined that the following information which may be provided to the Panel is either considered confidential or proprietary information and must not be further circulated.

1. Annual Reporting Metrics that are currently provided to the MFS in the landowner reports of timber harvesting activities (confidential under 12 M.R.S. § 8885 (4)).
Exception: Annual reporting on trends in silvicultural investments is not confidential by agreement of the Participant.
2. Maine management plan information that is not part of the annual Irving Woodlands Public Summary, such as:
 - a. Information regarding quantity and quality of the timber resource;
 - b. Information regarding sustainable and planned harvest levels; and,
 - c. Information regarding forest inventory and/or cover type and/or area distribution (confidential under 36 M.R.S. § 579).
3. Employee or contractor, supplier or customer lists or employee or contractor specific information (proprietary information).
4. Pay rate and/or cost information (proprietary information).



APPENDIX. State of Maine Criteria, Goals, and Outcomes of Forest Sustainability.

1. Criterion 1: Soil productivity

- a. Goal: Maintain site productivity.
- b. Outcome: Site productivity will be maintained or improved, and the area in roads and yards will be minimized.

2. Criterion 2: Water quality, wetlands and riparian zones

- a. Goal: Maintain or improve the chemical, physical, and biological integrity of aquatic systems in forested areas and riparian forests.
- b. Outcomes: Forest management in shoreland areas protects water quality and aquatic and riparian forest biodiversity.

3. Criterion 3: Timber supply and quality

- a. Goal: Improve the quantity and quality of future timber supply when appropriate.
- b. Outcome: The management strategy and harvest levels for the lands will increase the quality and quantity of the forest resource as appropriate in the medium and long term (20 - 50 years).

4. Criterion 4: Aesthetic impacts of timber harvesting

- a. Goal: Minimize adverse visual impacts of timber harvesting.
- b. Outcomes:
 - 1. The landowner will minimize visual impacts of harvests, roads, landings and other management activities.
 - 2. The landowner's planning staff are trained in and apply principles of visual quality management.
 - 3. The landowner identifies areas with high and moderate visual sensitivity, and takes appropriate measures to avoid significant visual impacts whenever necessary.

5. Criterion 5: Biological diversity

- a. Goal: Maintain biological diversity with healthy populations of native flora and fauna, forest communities and ecosystems.

b. Outcomes:

1. Management addresses the habitat needs of the full range of species present.
2. Maintain or manage for acreage in the late successional (LS) condition through management and protection.
3. Maintain a reasonable component of standing dead trees, live cull trees, and down logs across the landscape (not necessarily on every acre).
4. High Conservation Value Forests are properly identified and values are protected on the ownership.
5. Rare, threatened and endangered species habitats are properly identified, and the land is managed to protect the habitats and occurrences of rare, threatened and endangered species.
6. Important plant communities are properly identified, and the land is managed to protect important plant communities.
7. Deer wintering areas are properly identified and managed to maintain or improve their value as winter cover for deer.

6. Criterion 6: Public accountability

- a. Goal: Demonstrate sustainable forestry and build public confidence that forest management is protecting public values for the long-term.

b. Outcomes:

1. The landowner will maintain independent 3rd party certification with a nationally recognized sustainable forestry management certification system without major, unresolved non-conformances on managed lands.
2. A Licensed Forester within the company will review and approve the landowner's Forest Management Plan.
3. The landowner will employ Licensed Foresters who are actively involved in the management, planning and supervision of operations on the land.
4. All timber harvesting contractors will employ at least one person possessing Certified Logging Professional or Qualified Logging Professional certifications or the equivalent.



7. Criterion 7: Economic considerations

- a. Goal: Optimize benefits to the local and regional economy while also achieving the goals specified for the other criteria, to the extent allowed by market conditions.
- b. Outcome: The landowner's management activities support as vibrant and diverse a forest products industry as is practicable, including loggers, truckers, and production facilities.

8. Criterion 8: Social considerations

- a. Goal: The landowner supports the communities surrounding their lands and operations, and except where special circumstances dictate otherwise, the landowner continues to provide historic and traditional recreational opportunities that do not conflict with the landowner's objectives or values.
- b. Outcome: The landowner provides opportunities for appropriate historic and traditional recreational uses that do not conflict with the landowner's values or objectives.

9. Criterion 9: Forest Health

- a. Goal: The forest is healthy and vigorous with no serious insect infestations or disease outbreaks.
- b. Outcome: The landowner does what is prudent and practicable to monitor for and prevent and control insects, disease, and fire, consistent with good practice in the industry and assists MFS in forest health monitoring programs on the ownership.

