<table>
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<tr>
<th>Number</th>
<th>Comment Number</th>
<th>Reference</th>
<th>Comment</th>
<th>Decision</th>
<th>Rationale</th>
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<tbody>
<tr>
<td>4</td>
<td>4-1 Row 1</td>
<td>80</td>
<td>1. I strongly oppose the Good Neighbor Authority. Using state agencies to manage federal land is inappropriate and is not in line with the public's expectations of a federal land management agency. Stop turning forests into plantations. When you do, they burn fast and fast. Thinking about reducing the fire risk is increases the pace and scale of logging. Look at the fires in Oregon in 2020. Millions of acres of the most heavily managed state and private timberlands are in the West burned. Don’t create more danger, less of human life, less homes, loss of natural resources.</td>
<td>No Change</td>
<td>The Forest Service is required by law to implement the Good Neighbor Authority. The remaining comments are general and do not pertain directly to the decision. Recommended retaining current language.</td>
</tr>
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<td>3</td>
<td>12-1 Row 2</td>
<td>80</td>
<td>2. on the advice of our counsel, we do not believe that any legal impediments exist to requiring the clause in state GNA timber sale contracts. As part of the revision of the FSM and FAA, we recommend that the Forest Service require states to include the liability limits in GNA timber sale contracts. Any state and private timberland owners would be required to submit timber sale contracts that would provide the same level of critical protection for purchasers that already exists in USTFSA Sale Contracts, Stewardship Contracts, Stewardship Agreements, and Stewardship Partner Timber Sale Contracts. When these limits exist in State GNA Contracts, we think some of the claim would be made to the forest on federal lands will not be as disruptive to States.</td>
<td>No Change</td>
<td>Title transfer is an example of requirements that are agreed upon in section G2.3. These further recommended changes to direction in response to comments 13-75 (row 70), 13-76 (row 73), and 13-113 (row 86). The forest service provides suggestions for the agreement template, not the directive. Recommended retaining current language.</td>
</tr>
<tr>
<td>2</td>
<td>13-5 Row 5</td>
<td>80</td>
<td>We also recommended editing the templates for GNA and GNA SPA, including Appendix A, B, and E to clearly describe how the timber to the timber from the Forest Service to the Purchaser and that the criteria enters into the contract will be dependent on the agreement between the State, the Forest Service and other cooperator. The unit labor allows the utilization of its own regular preparation, contracting, administration, and other procedures when acting as the agent of the Forest Service to sell NFS timber has been crucial to GNA’s success in Wyoming in increasing number of contract sales to State and local governments. The current GNA Supplemental Project Agreement (SPA) does not include a provision to allow States and local governments to use their own regular preparation, contracting, administration, and other procedures when acting as the agent of the Forest Service to sell NFS timber has been crucial to GNA’s success in Wyoming in increasing number of contract sales to State and local governments. The current GNA Supplemental Project Agreement (SPA) does not include a provision to allow States and local governments to use their own regular preparation, contracting, administration, and other procedures when acting as the agent of the Forest Service to sell NFS timber has been crucial to GNA’s success in Wyoming in increasing number of contract sales to State and local governments. The current GNA Supplemental Project Agreement (SPA) does not include a provision to allow States and local governments to use their own regular preparation, contracting, administration, and other procedures when acting as the agent of the Forest Service to sell NFS timber has been crucial to GNA’s success in Wyoming in increasing number of contract sales to State and local governments.</td>
<td>No Change</td>
<td>Title transfer is an example of requirements that are agreed upon in section G2.3. These further recommended changes to direction in response to comments 13-75 (row 70), 13-76 (row 73), and 13-113 (row 86). The forest service provides suggestions for the agreement template, not the directive. Recommended retaining current language.</td>
</tr>
<tr>
<td>1</td>
<td>6-21 Row 13</td>
<td>80</td>
<td>Section 6.5. Similar to using grazing to reduce the fire risk (discussed above for stewardship projects, using burning for “restoration” is risky to cause damage to soil, water quality, etc. Thus grazing is not likely to deliver an impact. The one exception might be using stock to reduce the fire intensity in a given area. This is also important to the local economy. There is a risk that it would be limited to this activity, and only where it does not cause significant damage to resources.</td>
<td>No Change</td>
<td>Any activity must be analyzed in an environmental assessment. Removing these items from the appropriate GNA stewardship projects is agreed upon. Recommended retaining current language. Coordinate with response to comment 6-20 (row 74).</td>
</tr>
<tr>
<td>1</td>
<td>5-5 Row 13</td>
<td>80</td>
<td>The definition of “Restoration Services” in the GNA Chapter deviates from GNA authorizing language by removing “non-Federal land” and land owned by an Indian Tribe “tribe.” WSFD supports the NASF recommendation that this should be modified so the GNA Chapter aligns with the authorizing language.</td>
<td>Accept</td>
<td>Recommended confirming the definition in the law.</td>
</tr>
</tbody>
</table>
We fully support “restoration” as one of the land management goals in national forest plans and programs. We do not, however, support establishing “restoration” as the primary or exclusive goal of national forest management through the proposed directives.

The emphasis on “restoration” for Stewardship Contracts and Agreements appears to stem from Section 60.3, which establishes a “focus on restoration” as policy. We recognize that Section 60.3 generally recommends that the Forest Service “achieve land management goals” with no emphasis or priority for “restoration.” The statute defines and uses “Stewardship Contract” to describe, what we believe to be, Supplemental Project Agreements (SPAs) that are made between individual Forests and Cooperators. Those SPAs contain many specifics on how the Agreements will function locally. We believe that these Agreements, SPA and Good Neighbor Agreement, must be clearly and properly defined in this section and used appropriately throughout the Handbook.

Throughout the handbook, there is some ambiguity on how Good Neighbor Agreements are defined and used. In particular, we notice that the term “Good Neighbor Agreement” is defined in 80.5 as an agreement between the Secretary and a Cooperator, such as a state or tribe. However, we also notice that this term is used throughout the handbook to describe, what we believe to be, Supplemental Project Agreements (SPAs) that are made between individual Forests and Cooperators.

Those SPAs contain many specifics on how the Agreements will function locally. We believe that these Agreements, SPA and Good Neighbor Agreement, must be clearly and properly defined in this section and used appropriately throughout the Handbook.

The Good Neighbor Authority has many benefits, one detriment is the lack of authority to construct long-term facilities, yet the implementing entity is not allowed to construct such facilities, management options are limited and money is wasted. Constructing a temporary road to construct three facilities, then decommissioning the same road that has been identified as needed for future management objectives seems like an inefficient effort in itself.

The broader subject of stewardship contracting authority is needed and directed. The definition clearly describes each authority when taken as a whole. Recommend retaining current language.

We recommend retaining current language. Needs to be stand-alone from stewardship. Expand to follow the definition in the GNA legislation. (Group)

We have commented on the individual references to “restoration” throughout the proposed revisions to the FS Manual and Handbooks. For any we missed, we recommend replacing “restoration” with “land management goals.”

The definition in the law is “a authorized restoration service” and the definition utilizes the term “restoration.” The other definition in the law is “Forest, rangeland, and watershed restoration services.” Recommend clarifying the language. (Group)

The emphasis on “restoration” for Stewardship Contracts and Agreements appears to stem from the abbreviated definition of “Authorized Restoration Services” in 80.5. As we note in our comments on 80.5, the abbreviated legislation goes on to define the term “Forest, rangeland, and watershed restoration services,” to include activities to treat insect- and disease-infected trees; activities to treat fisheries habitats; activities to treat fish and wildlife habitats; and activities to treat fish and wildlife habitats. “Caring for the full definition includes a broad spectrum of management activities, which must also be included in 80.5. We have commented on the individual references to “restoration” throughout the proposed revisions to the FS Manual and Handbooks. For any we missed, we recommend replacing “restoration” with “land management goals.”

The table appropriately focuses on instruments that are reviewed in GNA, stewardship, and timber removal. Recommend retaining focused content of table.

The Good Neighbor Authority has many benefits, one detriment in this lack of authority to construct two permanent roads. When roads are identified through NEPA analysis as needed for long-term management, yet the implementing entity is not allowed to construct such facilities, management options are limited and money is wasted. Constructing a temporary road to construct two facilities, then decommissioning the same road that has been identified as needed for future management objectives seems like an inefficient effort in itself.

The Good Neighbor Authority has many benefits, one detriment in this lack of authority to construct two permanent roads. When roads are identified through NEPA analysis as needed for long-term management, yet the implementing entity is not allowed to construct such facilities, management options are limited and money is wasted. Constructing a temporary road to construct two facilities, then decommissioning the same road that has been identified as needed for future management objectives seems like an inefficient effort in itself.

The table relates to the wage payments made by the SBA set-aside program only applies to property contracts or agreements, as with stewardship, and does not apply to non-property contracts or agreements, as with stewardship and timber. Recommend retaining current language.

Recommend replacing “restoration” with “land management goals.”

The table appropriately focuses on instruments that are reviewed in GNA, stewardship, and timber removal. Recommend retaining focused content of table.
27 7-10 Row 27 01.1
The acronym "CWFS" is first referenced in footnote 1 under the "Exhibit 01 Ability to Collect
row 29 81.1 - Collaboration - we recommend changing the title of this section to "Coordination" to
distinguish it as a different process than Forest Service collaboration with stakeholders.
Accept
No Change
Done 04/09/21 KAA

28 7-11 Row 28 01.1
I am very concerned about the emphasis on "collaborative groups" as public input for projects on public lands. The public should have more control over how their input is used. Collaboration sounds good in theory but has been used as a never-ending process. The person preparing the good neighbor agreements is often one of the participants. If a recipient of the agreement is a state, the process is not as clear because the state is not necessarily an equal partner. Therefore, there is no way to control the outcome of the process.
Accept
No Change
General comment on collaboration. The directive clearly requires and encourages use of the collaborative process.
Not edited 04/12/21 KAA

29 13-35 Row 29 01.12
81.12 - Selection of Project Areas #1 - we recommend removing "agency" with "Forest Service".
Accept
Recommend as is shown in response to comment 7-10 (row 27)
Done 04/09/21 KAA 04/07/21 KAA

30 16-4 Row 20 01.2
I am very concerned about the emphasis on "collaborative groups" as public input for projects on public lands. The public should have more control over how their input is used. Collaboration sounds good in theory but has been used as a never-ending process. The person preparing the good neighbor agreements is often one of the participants. If a recipient of the agreement is a state, the process is not as clear because the state is not necessarily an equal partner. Therefore, there is no way to control the outcome of the process.
Accept
No Change
Recommended as shown in response to comment 7-10 (row 27)
Done 04/09/21 KAA 04/07/21 KAA

31 12-86 Row 31 01.2
81.2 - Collaboration - we recommend changing the title of this section to "Coordination" to
distinguish it as a different process than Forest Service collaboration with stakeholders.
"Coordination" is consistent with current terminology in Section 84.1.
No changes
Collaboration is the proper term. The term "coordination" is discussed in relation to the Cooperative rather than stakeholders. Recommend retaining current language.
Done 04/07/21 KAA

32 7-12 Row 22 01.3
The acronym "CWFS" is first referenced in footnote 1 under the "Exhibit 01 Ability to Collect
row 33 81.3 Fund Use and Revenue Collection Authority. 81.32 Directed Sale, Knobloch, Verdenerb, and
Bruch Case.
1. The GNA Chapter states in sections 81.31 "Exhibit 01, Ability to Use Funds to Develop, Prepare, and Administer," and 81.32 that Forest Knutson-Vandenberg (K-V) funds cannot contribute to GNA agreements. Currently, there are no National Forests that rely on state agencies to implement post-sale restoration work through GNA agreements using non-
81.3 - Fund Use and Revenue Collection Ability - Sections 80.3-#7, 81.3, 81.3 - Exhibit 1, 81.32 that Forest Knutson-Vandenberg (K-V) funds cannot contribute to GNA agreements. Fund Use and Revenue Collection Ability.
No Change
Recommend identifying a term before using the acronym (Fund Code). Identify as "Cooperative Work
Done 04/09/21 KAA

33 7-13 Row 33 01.3
81.3 Fund Use and Revenue Collection Authority. 81.32 Directed Sale, Knobloch, Verdenerb, and
Bruch Case.
1. The GNA Chapter states in sections 81.31 "Exhibit 01, Ability to Use Funds to Develop, Prepare, and Administer," and 81.32 that Forest Knutson-Vandenberg (K-V) funds cannot contribute to GNA agreements. Currently, there are no National Forests that rely on state agencies to implement post-sale restoration work through GNA agreements using non-essential Forest K-V funds. V. State foresters recommend including 81.3.1.2(b) and 81.3.1.2(c) to support the direction that non-essential K-V funds can be used to contribute to GNA agreements to accomplish authorized restoration services.
Accept
No Change
Leave regulating the use of K-V funds collected from timber sales to not allow funds to be used under good neighbor agreements. However, K-V funds can contribute to good neighbor agreements as shown in section 81.3.2(c). Recommend retaining current language.
Done 04/07/21 KAA

34 7-16 Row 34 01.3
The GNA Chapter looks to use the terms "cooperative roads," "deferred road maintenance," and "road maintenance (deferred). Based on the comment it’s apparent that the differences are not universally understood.
Accept
There are three separate activities and are treated differently in a good neighbor agreement as discussed throughout the chapter. Recommend retaining current language.
Done 04/07/21 KAA 04/08/21 KAA

35 7-15 Row 35 01.3
State foresters recommend adding clarity to the sentence: "The State may transfer remaining
row 38 180 days prior to expiration, whichever comes first.” It is not clear if “prior to expiration”
citement of an individual GNA agreement.
Accept changes
Actually 81.31. Recommend changing to: “The State may transfer remaining revenue to another active good neighbor agreement within the State by October 1, 2023 or within 180 days prior to expiration, whichever comes first.” It is not clear if “prior to expiration” refers to the October 1, 2023 sunset date or the expiration of individual GNA agreements.
Accept changes
Actually 81.31. Recommend changing to: “The State may transfer remaining revenue to another active good neighbor agreement within the State by October 1, 2023 or within 180 days prior to expiration, whichever comes first.” It is not clear if “prior to expiration” refers to the October 1, 2023 sunset date or the expiration of individual GNA agreements.
Done 04/09/21 KAA

36 7-16 Row 38 01.3
State foresters recommend adding language. The term "coordination" is discussed in relation to the "Cooperator" rather than stakeholders. Recommend retaining current language.
Accept changes
Actually 81.31. See response to comment 7-15 (row 35).
Done 04/09/21 KAA

37 7-17 Row 37 01.3
State foresters recommend providing additional clarity to the sentence. If working with the Bureau of Land Management on projects, ensure their program is included in the project design. Both added explanation and clear directions would be helpful to understanding the meaning of "their program" and where it is included in project design.
Accept changes
Actually 81.34. The Forest Service handbook should not prescribe Bureau of Land Management guidance. The person preparing the good neighbor agreement must coordinate with the BLM to incorporate their current policy. Recommend retaining current language. No change needed. [Group]
Recommend retaining current language.
Not edited 04/12/21 KAA

38 7-18 Row 38 01.3
The GNA Chapter lacks direction regarding how the Wyden Authority may be combined with GNA and incorporated in GNA agreements. State foresters recommend adding direction on the GNA Chapter about utilizing the Wyden Authority in combination with GNA.
Accept changes
Actually 81.34. Appears to be clear. Recommend retaining current language.
Not edited 04/13/21 KAA

39 13-87 Row 38 01.3
81.3 - Fund Use and Revenue Collection Authority - Sections 80.3-#7, 81.3, 81.3.1 - Exhibit 1, 81.32 - Directed Sale, Knobloch, Verdenerb, and Bruch Case.
1. The acronym "CWFS" is first referenced in footnote 1 under the "Exhibit 01 Ability to Collect
row 39 81.12 - Selection of Project Areas #1 - we recommend changing the title of this section to "Coordination" to
distinguish it as a different process than Forest Service collaboration with stakeholders.
Accept
No Change
recommended changing as suggested by commenter. Coordinate with comment 13-85 (row 28). Done 04/09/21 KAA
Section 81-2 31, emphasis added. States should not be allowed to collect revenues from the sale of federal timber, and they certainly should not be allowed to keep it, as it would be contrary to the purpose of the provision. This Forest Service has the authority to implement and reimbursement of any appropriated funds is allowable as a State project to proceed. Prior to receiving any funds from their Purchaser, the State will not take to the Forest Service may choose to use appropriated funds to support the State’s work. The Forest Service would not receive any direct reimbursement of any appropriated funds from the sale of timber if appropriated funds are used. No Change

The second paragraph references deferred road maintenance as well as a State that actually define “Deferred road maintenance”, either here or in the Definitions section in 80.5. No Change

The fourth paragraph refers to unplanned revenues that would be returned to the Treasury after October 1, 2023. We recommend that you clarify what unplanned revenues are related to other revenues. Accept

We recommend adding this section as follows: “Road maintenance may be performed by the State or its Subcontractors. Cooperative work depends on road maintenance and surface rock replacement that will not be performed by the State may be collected by the Forest Service from the State according to 351.06.11, Chapter 40—Collective Agreements.” Accept

The second paragraph references deferred road maintenance as an activity that a State project can be bundled by the State or its Subcontractors. This can be accomplished by vitally the authority under the Wyden Amendment.” Accept

I am also wondering why you would not require performance bonds. Once these are cut and sold, there must be a way to ensure necessary restoration and service work agreed upon in the contract. Performance bonds are a guarantee to the public observer. We have a project on the Bitterroot National Forest called the Westside Project. One of the purposes and needs of this project is to re-irrigate a small to the target area and allow a State “Termin” sale would pay for the change. The logging trucks used the old road and these were removed from a very big area to move the road and is in the end, the State doesn’t even receive any revenue. The Forest Service cannot self-fund, so the revenue on a State timber sale cannot be used to reimburse the State for the project. This needs to be more involved in making certain correct implementation happens. Bonds will add to this process. No Change

In section 81-2 31, you state the “targeted grazing” can be used as a restoration technique in a Good Neighbor Agreement context. This needs columnar. The weight of available science does not show that grazing is a restoration tool. Science shows that grazing damages our forest soils in a “bout for vegetation and landscape management” or “herculean task resolution.” The detrimental results of grazing per the author’s view at our federal lands. The only application might be using goats or other animals to eat noxious weeds. I know this has been successful with locally usage. This is especially pertinent to the administrations focus on climate change. 12% of global greenhouse gases are produced by animal agriculture. And in the West, animal agriculture consumes a large portion of available water. No Change

NEW SECTION (Pg 2): 1-0 31 - Small Business Administration (SBA) Program Under federal representatives of the Small Business Administration (SBA) to participate in GNA projects. The SBA has access to information about capabilities of small businesses that may be important in the implementation of the projects and can provide information on small businesses during the evaluation and design of projects. Provide an electronic copy of SBA contract calculations and awarded contracts to SBA and the State. Include GNA contracts in the timber sale one-cycle program. Track the volume of all GNA contracts, so that annual measures can be evaluated and include in SBA program calculations. Track the earning volume going to small and large businesses and contractors and manufacturers, as defined in FSH 2409.18, chapter 89. See the information to track “log” of the SBA on sale. Also consider using GNA contracts in the process of project triggers to satisfy the 20% open market requirements when necessary. Also use this information as the line of the schedule 5 year incrementation of shares for the timber one-cycle program to determine if changes are needed in the share percentages. No Change

In order for the State to successfully bundle work items such as timber sales and reforestation as described in 81-4, it would be helpful for the Chapter to describe the process and timeline for Forest Service approval of restoration site plans and other items. Accept

We recommend clarifying in 81-4—Examples of Restoration Services that while GNA can be accomplished by utilizing the authority under the Wyden Amendment.” Accept

We recommend deleting “This can be accomplished” from the 2nd sentence and combining sentences one and two as follows: “Projects can be accomplished by utilizing the authority under the Wyden Amendment.” Accept

We recommend clarifying in 81-4—Examples of Restoration Services that while GNA can be accomplished by utilizing the authority under the Wyden Amendment and GNA.” Accept

We recommend changing the 1st sentence to: “Projects can be accomplished by utilizing the authority under the Wyden Amendment.” Accept

See response to comment 9-4 (row 24). Recommend adding suggested content. No Change

NEW SECTION (Pg 2): 3-0 3—Small Business Administration (SBA) Program Under federal representatives of the Small Business Administration (SBA) to participate in GNA projects. The SBA has access to information about capabilities of small businesses that may be important in the implementation of the projects and can provide information on small businesses during the evaluation and design of projects. Provide an electronic copy of SBA contract calculations and awarded contracts to SBA and the State. Include GNA contracts in the timber sale one-cycle program. Track the volume of all GNA contracts, so that annual measures can be evaluated and include in SBA program calculations. Track the earning volume going to small and large businesses and contractors and manufacturers, as defined in FSH 2409.18, chapter 89. See the information to track “log” of the SBA on sale. Also consider using GNA contracts in the process of project triggers to satisfy the 20% open market requirements when necessary. Also use this information as the line of the schedule 5 year incrementation of shares for the timber one-cycle program to determine if changes are needed in the share percentages. No Change

We recommend adding the last sentence as follows: “The Forest Service may… objects, including (i) activities to treat invasive and noxious weeds; (ii) activities to reduce hazardous fuels; and (iii) any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitats.” No changes

The law does not specify that implementation be mandated. On the one hand the Forest Service has the authority…. 30% although there isn’t a specific number. We recommend changing the 2nd sentence to: “A State has the authority…. 30% although there isn’t a specific number.” Recommend retaining current language. No Change

The second paragraph refers to the 2nd sentence relating that there is a sequence of activity to create work items within the State good neighbor agreement to bundles. No Change

Actually 81.31. Interpreting the chapter as a whole, any authorized restoration service resulting from NEPA analysis and incorporated as a work item into the State good neighbor agreement can be bundled by the State. Recommend changing the 2nd sentence to: “The Cooperator has equal interest in the 2nd sentence relating that there is a sequence of activity to create work items within the State good neighbor agreement to bundles.” No Change

Actually 81.31. Interpretation of the chapter as a whole, any authorized restoration service resulting from NEPA analysis and incorporated as a work item into the State good neighbor agreement can be bundled by the State. Recommend changing the 2nd sentence to: “The Cooperator has equal interest in the 2nd sentence relating that there is a sequence of activity to create work items within the State good neighbor agreement to bundles.” No Change

We recommend retaining current language. Recommend retaining current language andpling upon review of definition in section 80.5. Coordinate with response to comment 13-60 (row 16). Accept

We recommend retaining current language and adding upon review of definition in section 80.5. Coordinate with response to comment 13-60 (row 16). Accept

We recommend retaining current language and adding upon review of definition in section 80.5. Coordinate with response to comment 13-60 (row 16). No changes
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<tr>
<td>52</td>
<td>We recommend selling the list of “forest restoration” examples, as follows: a. Forest Restoration: A timber stand improvement. b. Stand thinning to increase the wood habitat c. Stand regeneration to increase the wood habitat d. Prescribed burning e. Reforestation f. Removing insect or disease infested trees</td>
</tr>
</tbody>
</table>
| 53 | In the 2nd paragraph, we recommend replacing “and/or” with “and”. Accept

Recommend changing to “and” in 2nd sentence. Done 04/08/21 KAA |
| 54 | entered into an agreement with a purchaser. In effect, the Forest Service then has a

82.11 - Exemptions to National Forest Management Act of 1976, Section 14

As stated in the recommendation that the use of “may” should be changed to “shall” to be consistent with other enforcement issues on Good Neighbor projects will be established and agreed upon within the Cooperator and the Forest Service line officer, and are outlined in the good neighbor agreement.” Accept

Recommend changing to, “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
| 55 | The first sentence of the first paragraph, “The Forest Service shall review the contract to be used by a State for the sale of any timber” WFSD supports NASF’s recommendation that this be modified to read “The Forest Service shall review the contract to be used in State for the sale of any timber against Appendix D or Appendix E in the GNA agreement.” Appendix D and E list the legal requirements of GNA timber sales and include the states’ processes and procedures for administering the sale. |
| 56 | working together as partners on GNA requires an intricate back-and-forth between the State and the Forest Service which is difficult to capture in the Handbook while also ensuring the direction is broadly applicable to a wide variety of situations. We recommend 82.21 – National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Accept |
| 57 | As stated by the commenter, there is a lack of both discussion between the FS and State during environmental analysis. Therefore, a specific timeline is not documentable. Prior to any contract offering by the State, the FS approves the contract to ensure it complies with the NEPA decision. Once the contract is approved, the National Forests are directed to follow the contract language of the contract. The Contracting Officer of the contract must adhere to the language of the contract. Therefore, the Forest Service cannot direct anything in conflict with the contract language. Recommend retaining current language.

One focus of the comment appears to be how to address the need for environmental reviews or permits, and whether such procedures is included in the State’s contract. Requiring the State’s contract to include such procedures does not appear to be addressed in the chapter. This needs to be addressed in both the chapter and, if not already there, in the template agreements. |
| 58 | Good Neighbor Authority - Section 82.25 only states that the Forest Service will maintain title to lands that have been cut, reclaimed, and restocked. We recommend adding language to payment details between the State and the Purchaser. During a recent call, Forest Service staff acknowledged that title to the timber will pass directly from the Forest Service to the Purchaser, subject to details in the State Contract. We recommend editing Section 80.25 to explain that |
| 59 | Paragraph reads as intended. The implication is not evident in the plain reading of the directive language without the examples. Recommend retaining current language. |
| 60 | We recommend adding “Publication of Advertisements and notification of prospective bidders” with the objective that States will publish advertisements of National Forest timber for sale and will notify persons on State bid lists. No Change |
| 61 | Good Neighbor Authority - Section 82.25 only states that the Forest Service will maintain title to lands that have been cut, reclaimed, and restocked. We recommend adding language to payment details between the State and the Purchaser. During a recent call, Forest Service staff acknowledged that title to the timber will pass directly from the Forest Service to the Purchaser, subject to details in the State Contract. We recommend editing Section 80.25 to explain that |
| 62 | Paragraph reads as intended. The implication is not evident in the plain reading of the directive language without the examples. Recommend retaining current language. |
| 63 | In paragraph 3 and the list of examples, we recommend using “requirement” instead of making a red non-color distinction between “legal requirements” and “agreed upon requirements.” In particular, we recommend using “agree upon” requirements as that terms implies a “conditional” requirement. No Change |
| 64 | We recommend adding “Publication of Advertisements and notification of prospective bidders” with the objective that States will publish advertisements of National Forest timber for sale and will notify persons on State bid lists. No Change |
| 65 | Who lives in this State, wouldn’t these requirements be viable for all Cooperators for Sale of FS Timber? Replace “State” with “Cooperator” in this entire section. Also, shouldn’t “State” be replaced with “Cooperator” everywhere in this chapter after the portions about retaining

References? Done 04/12/21 KAA |
| 66 | Clearly, references or delete “Reference to the FS-2400-4 contract” as draft language when needed? Appendix G is based on the FS-2400-6/7 contract, so isn’t that the source of draft language? No Change |
| 67 | We recommend adding “Publication of Advertisements and notification of prospective bidders” with the objective that States will publish advertisements of National Forest timber for sale and will notify persons on State bid lists. No Change |
| 68 | Reference to the FS-2400-4 contract” as draft language when needed? Appendix G is based on the FS-2400-6/7 contract, so isn’t that the source of draft language? No Change |
| 69 | Reference to the FS-2400-4 contract” as draft language when needed? Appendix G is based on the FS-2400-6/7 contract, so isn’t that the source of draft language? No Change |
| 70 | Recommend revising as, “…shall specify in Appendix A whether the timber…” There isn’t a need to specify how/when/where since it all falls under the good neighbor agreement. |
| 71 | Appendix D and E list the legal requirements of GNA timber sales and include the states’ processes and procedures for administering the sale. Recommend changing to, “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
| 72 | Recommend changing to: “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
| 73 | Recommend changing to: “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
| 74 | Recommend changing to: “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
| 75 | Recommend changing to: “The Cooperator may offer National Forest System timber on behalf of the Forest Service under a good neighbor agreement.” Done 04/08/21 KAA |
66 7-21 Row 86 82.23 Fire Liability

The fire liability limit does not apply to negligent fires. As stated in the current language, the contractor shall accept equal requirements with respect to the Forest Service timber sale contract requirements.

Done 04/09/21 KAA

67 12-101 Row 87 82.23

Accept w/changes

The State shall inform the Forest Service that the Contractor or Subcontractors.

Done 04/09/21 KAA

68 7-22 Row 88 82.24 Forest Resource Conservation and Shortage Relief Act

The last three paragraphs in this section are also not germane to determination of appraised value.

Recommend moving last three paragraphs to section 81.31 - Revenue from Good Neighbor.

Done 04/09/21 KAA

70 7-23 Row 89 82.25 - Title Passage

The last sentence to say, “The State timber sale area, the State will do the appraisal and establish the “appraised rate”.

Accept w/changes

Done 04/09/21 KAA

72 14-12 Row 72 82.27 - Debarment and Suspension

The statement is accurate as written to relate to the Cooperators, rather than any Contractor they may use.

Coordinate with response to comment 13-3 (row 69). Row 10.

Done 04/09/21 KAA

74 11-08 Row 73 82.3 - Timber sale roads

The fire liability limit does not apply to negligent fires.

Accept changes

Done 04/09/31 KAA

76 13-105 Row 76 82.3

The last sentence is incorrect, as there have been a number of GOFS timber sale sales for various reasons, the States do not require either statement.

Accept w/changes

Done 04/09/31 KAA

77 13-106 Row 77 82.4

The last sentence is incorrect, although the 1st sentence implies that the State is doing the appraisal.

Accept

Done 04/09/31 KAA

78 13-107 Row 78 82.4

The last three paragraphs in this section are also not germane to determination of approved value.

Accept

Done (see section 81.21) 04/09/31 KAA
When entering into Good Neighbor Authority contracts, the NEPA documentation should show specifically how the national forest lands would benefit from the project, as the spirit should be based on the best available science. I fear the Good Neighbor Authority contracts are going too far to authorize the project without making decisions concerning lands owned by the public needing it at the state level. States benefit greatly from federal lands in their state. I am not sure why they should receive everyone lawfully copied to all others of the United States. On the Bitterroot National Forest, a Good Neighbor Authority project was too expensive for contractors. No one bid on it, so the FS fixed the roads leading to the project with federal funding. This is a model of state law enforcement and the FS not having to pay for the road improvements and the state will remove the process. This means the service. Taxpayers paid for that road. This does not show the true costs of these timber states. Another Good Neighbor Authority project Gird point was left without bids. The forest made the G&AG fund to improve the road. The contract is still without a bidder. Could it have gone to better use rather than to support a contract that would benefit only the state?

We recommend deleting the following two sentences in the context of 83.4 - "The Forest Service shall work with the partner to prepare an accountable timber sale project. The Forest Service retains the authority to propose or approve all associated prescriptions and meeting guides to be applied on NEF bases."

When entering into Good Neighbor Authority contracts, the NEPA documentation should show specifically how the national forest lands would benefit from the project, as the spirit should be based on the best available science. I fear the Good Neighbor Authority contracts are going too far to authorize the project without making decisions concerning lands owned by the public needing it at the state level. States benefit greatly from federal lands in their state. I am not sure why they should receive everyone lawfully copied to all others of the United States. On the Bitterroot National Forest, a Good Neighbor Authority project was too expensive for contractors. No one bid on it, so the FS fixed the roads leading to the project with federal funding. This is a model of state law enforcement and the FS not having to pay for the road improvements and the state will remove the process. This means the service. Taxpayers paid for that road. This does not show the true costs of these timber states. Another Good Neighbor Authority project Gird point was left without bids. The forest made the G&AG fund to improve the road. The contract is still without a bidder. Could it have gone to better use rather than to support a contract that would benefit only the state?

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The statement “Tallahassee is different for projects that will include the sale of timber” is inaccurate. Currently, separate GNA templates for the sale of timber do not exist. When the sale of timber is not included in a project, Appendices A and B are removed from the agreement template; however, this core agreement remains the same. To minimize confusion, state foresters recommend clarifying this sentence.

Accept changes.

Done 04/09/21 KAA

Row 95
81.31 Revenues from Good Neighbor Agreements
1. State foresters recommend providing additional clarity to the sentence: “If working with the Cooperator and the Forest Service, ensure their processes are included in the project design.” Both added explanation and clear direction would be helpful to understanding the agreement.

Accept changes.

Done 04/09/21 KAA

Row 102
81.34 Use of Wyden Authority
1. State foresters recommend adding additional clarity to the sentence: “The State may transfer remaining revenue to another active good neighbor agreement, or...” The word “may” should be changed to “shall” to be consistent with other sections of the GNA Chapter and with GNA agreement applications. Additional, state foresters recommend modifying the language: “objective, are acceptable to the responsible line officer...” and are agreed to in the good neighbor agreement.”

Not edited 04/11/21 KAA

Row 103
81.52 Cooperation on Other Projects
1. Item two in this section states: “The Cooperator may follow its regular sale preparation, contracting, administration, and other procedures...” The word “may” should be changed to “shall” to be consistent with other sections of the GNA Chapter and with GNA agreement applications. Additionally, state foresters recommend modifying the language: “understanding the agreement...” to: “when they meet project objectives, are mutually agreed to by the Cooperator and the Forest Service.”

Not edited 04/11/21 KAA

Row 105
82.1 Field Preparations
1. The final sentence of the first paragraph states: “The Forest Service shall review the contract to be used by the State for the sale of any timber.” State foresters recommend this be modified to read: “The Forest Service shall review the contract to be used by the State for the sale of any timber against Appendices D and Appendix E; in the GNA agreement.” Appendices D and E outline the legal requirements of GNA timber sales and include the State’s processes and procedures for administering the sale.

No Change

Done 04/09/21 KAA

Row 106
82.24 Forest Resources Conservation and Shrinkage Relief Act
1. State foresters recommend adding following new language: “In a nutshell, States shall adopt Regional standards for log marking and branding, and obligatory Regional standards. This modification supports states using their own procedures for timber sales, which also aligns with the flexibility inherent with GNA.”

Done 04/09/31 KAA
<table>
<thead>
<tr>
<th>Row</th>
<th>108</th>
<th>82.25</th>
<th>Title Passage</th>
<th>1. State foresters recommend rewriting the first sentence in this section to say: “To minimize conflict, the State has the full authority to act as the agent representing the Forest Service; pursuant to relevant state laws, or standards of practice, regarding timber title transfer associated with the specific timber sale conditions.” Title passage of timber under a GNA agreement has raised questions and confusion on past projects, and this change provides clarity for Forest Service units, states, and purchasers.</th>
<th>Accept w/changes</th>
<th>04/09/21 KAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>109</td>
<td>109</td>
<td>82.4</td>
<td>Determination of Appraised Value</td>
<td>1. The first sentence of the second paragraph reads: “Determination of appraised value will follow normal Forest Service appraisal methods or methods established by the State when acceptable to the responsible line officer.” State foresters recommend modifying this sentence to say: “Determination of appraised value will follow normal Forest Service appraisal methods or methods established by the State and mutually agreed to by the State and the Forest Service line officer.” This change aligns with NASF’s recommendations for sections 80.3 and 81.52.</td>
<td>Accept</td>
<td>04/09/21 KAA</td>
</tr>
</tbody>
</table>